

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1302842

Vendor Name: Career Step, LLC

Invoice Number: 12000296

Invoice Date: 02/29/20

PO Number:

Check Number: E0080259

Check Amount: \$ 298.00

Check Date: 06/03/2020

Department ID: 69001

Reviewer Name:

Voucher Number: V0623363

Redaction Type: None

Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

From: zerrudom@cod.edu
Sent: Thu May 28 12:34:06 CDT 2020
To: invoicing@cod.edu
CC:
Subject: Scanned from a Xerox Multifunction Printer

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.
Attachment File Type: pdf, Multi-Page Multifunction Printer Location: SRC 2130 Device Name: PRN264

[attachment: Scanned from a Xerox Multifunction Printer.pdf]

College of DuPage - Accounts Payable
Check Request Form
revised 6/26/19

This form may be used to request check payments only for those items for which the issuance of a purchase order would not be appropriate. Attach supporting documentation (e.g., invoice or agreement). Please refer to Vendor Payment - Check Request Procedure No. 10-65

Date: 3/16/2020
Vendor ID: 1302842

Invoice Number	P.O. Number/ Req. Number	Fund	Func.	Dept.	Object	Object Descrip.	Amount
12000296		05	63	69001	5309005	Non-Credit Instructional Serv	\$ 298.00
Grand Total							\$ 298.00

AP VERIFIED

Check the appropriate box below and sign

☒ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have been provided in a satisfactory condition/manner. Consequently, payment is appropriate at this time.

03/28/20 - MARIA ZERRUDO

☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have not yet been provided. The first approver indicated below will notify the Accounts Payable Office in writing when the goods/services have been delivered in a satisfactory condition/manner.

Payee Name: Career Step, LLC

Payee Address: 2901 N. Ashton Blvd., Ste. 101, Lehi,
UT 84043

Other
Instructions:

Description on Check:

Partnership Tutition

Approvals:

Prepared By: Yvonne Bedford

Signature: *Yvonne Bedford*

Payment Due: 4/17/2020

Board Approved Date:

Approved By: *Dan Deary* Date: 3/16/20

Signature: *[Signature]*

Approved By: *[Signature]* Date:

Signature:

Approved By Division VP: Date:

Signature:

Return Approved Request and All Supporting Documents to: Accounts Payable (SRC 2132 A), acctpay@cod.edu


#1302842

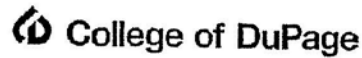
Career Step, LLC2901 N Ashton Blvd
Ste 101
Lehi, UT 84043Phone # 801-489-9393
Fax # 800-246-7837
Web Site www.careerstep.com**Invoice**

Date	Invoice #
2/29/2020	12000296

Bill To
College of Dupage 425 Fawell Blvd. Glen Ellyn, IL 60137

P.O. No.	Due Date
	2/29/2020

Description	Qty	Rate	Amount
Microsoft Excel: Michael Hartman	1	149.00	149.00
Microsoft Word: Henry Hartman	1	149.00	149.00
Out-of-state sale, exempt from sales tax		0.00%	0.00
C/L # 05-63-69001-5309005			
APPROVED			
			
MAR 16 2020			
Remit payment to: Career Step, LLC Dept. 377 PO Box 30015 Salt Lake City, Utah 84130		Total	\$298.00
		Payments/Credits	\$0.00
		Balance Due	\$298.00



**SERVICE AGREEMENT ~ \$5000 AND OVER
BETWEEN COLLEGE OF DUPAGE AND Career Step, LLC**

This AGREEMENT ("Agreement") is entered into on July 1, 2019 by and between College of DuPage, Community College District No. 502, Counties of DuPage, Cook and Will, and State of Illinois ("College") having its main address at 425 Fawell Blvd., Glen Ellyn IL 60137 and Career Step, LLC ("Contractor") having an address at 2901 N. Ashton Blvd., Lehi, UT 84043.

The College and Contractor desire to enter into this Agreement, by which Contractor shall perform certain services in connection with the project as described below. In consideration of the performance of services by Contractor and the payment for those services by the College, the parties agree as follows:

1. Scope of Services

As directed by the College, Contractor will perform services for developing and providing on-demand career-focused education and training programs in connection with the project, including, specifically, the matters set forth on Exhibit 1. Contractor will perform duties at the College using College facilities as appropriate.

2. Performance of Services

Contractor will perform the services with the highest professional standards as practiced in a timely manner and in accordance with any project schedule set forth in Exhibit 1. The parties agree that time is of the essence with respect to Contractor's performance.

Contractor will assign qualified and experienced personnel to perform the services. Accordingly, all Contractor personnel performing work or services relating to this Agreement will be subject to the College's approval. Where Exhibit 1 identifies specific Contractor personnel, these individuals will remain assigned to provide the services throughout the term of this Agreement, in accordance with their roles and responsibilities identified in Exhibit 1, unless otherwise approved in writing by the College. No provision of this Agreement (including any incorporated documents) will be effective to any extent that it abridges or abrogates the foregoing standard of care. Contractor will maintain a sufficient staff to perform all services in the most expeditious and economical manner consistent with the interests of the College. Contractor must promptly notify the College immediately in writing: (i) of any information required from the College so Contractor can complete their services in a timely manner; and (ii) of any work requested by the College that is not included in the scope of work provided in Exhibit 1.

Contractor will perform the services in accordance with all applicable laws, rules and regulations, including equal employment opportunity and import and export control laws and regulations. If services are funded through a government grant or contract, Contractor will comply with all laws, regulations, standards, and rules applicable to such grant or contract, as if they were fully set forth in this Agreement.

3. Documents:

All documents (including those in electronic form) prepared by Contractor under this Agreement are the property of the College; provided, however, that any use of such documents, drawings, and surveys, other than for this project, shall be at the College's sole risk and without liability to Contractor. Among other

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PAGE 1 OF 12

things, the College will have the right to utilize such documents, drawings, and surveys in the event the College expands the project, corrects any deficiencies, or makes any repairs or renovations to the project. Contractor shall submit any document, publication, brochure, electronic media, etc., which was developed for College of DuPage under this Agreement to the College for copyright or trademark by the College at its sole discretion.

Upon termination of this Agreement, or at any such time as the College may request, Contractor will deliver to College of DuPage all copies of documents relating to this Agreement in Contractor's possession.

4. Term

The term of this Agreement is from 7/1/2019 to 6/30/2020 unless otherwise terminated in accordance with this Agreement. Services shall not begin, nor shall any payment to Contractor be made or authorized, before execution of this Agreement by an authorized signatory of the College.

The College has the option to extend the term of this Agreement for 2 additional one-year terms. Before expiration of the then current term, the Purchasing Manager will give Contractor notice, in writing, that the College seeks to exercise its option to renew the Agreement for the approaching option period. The date on which the Purchasing Manager gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service. After notification, the Agreement will be amended to reflect the term extension.

5. Contractor

It is understood, acknowledged, and agreed by the Parties that neither Contractor, nor any employee or agent of Contractor, is an employee or agent of the College and thus shall not be entitled to any benefits provided to employees of the College. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the College for any purpose. Contractor shall not represent to anyone that Contractor is an employee of the College.

6. Payment

The College will pay Contractor for services properly performed and provided under this Agreement the amounts defined as fees. The fees represent the College's total financial commitment to Contractor for all services and deliverables, applicable taxes, and other obligations under this Agreement. The College is not subject to any sales or use taxes and such taxes will not be included in the fees charged by Contractor. The total amount due to Contractor under this Agreement shall not exceed the following total contract sum without the College's prior written approval:

Total Contract Sum: \$10,000

Contractor will provide invoices in a format acceptable to the College for services rendered directly to the Project Director identified in Section 7.

Undisputed invoices will be paid within sixty (60) days of receipt of properly submitted invoices to Contractor, in accordance with the Local Government Prompt Payment Act. Monthly statements shall detail "Current Amount Due," "Previous Amount Billed," and "Balance of Contract Outstanding." In the event the College terminates this Agreement as provided below, Contractor will be paid for services properly rendered before such termination. Reimbursement by the College of expenses and expendables incurred by Contractor will be limited as provided in Exhibit 1.

Contractor must agree to receive all payments from the College via an Automated Clearing House (ACH) transfer (CCD file format only). Instructions for registering for ACH payments are available on the College's Purchasing Department website: <http://www.cod.edu/about/purchasing/index.aspx>.

7. College of DuPage Liaison

While performing these services, it is understood that Contractor will coordinate with Danielle Kuglin Seago, Program Manager, Business Solutions, Continuing Education, College of DuPage.

8. Default

If the Contractor fails to perform the required services within the specified time schedule, or if the Contractor shall become insolvent or be declared bankrupt and shall not cure said condition within seven days or shall make an assignment for the benefit of creditors, the College may give notice in writing to the Contractor and his surety of such default, specifying the same. If Contractor, within a period of seven days after such notice, does not proceed in accordance with the terms of this Agreement, the College shall have full power and authority to declare the forfeiture of this Agreement, and to forfeit any rights of Contractor(s) remaining under this Agreement.

Reliance upon the foregoing remedies, regardless of whether they are exercised by the College due to a default by Contractor, shall not exclude or constitute a waiver of any remedies otherwise provided by law or in equity.

9. Indemnification

To the fullest extent allowed by law, Contractor will indemnify and hold the College, its trustees, officers, agents, employees and any other parties designated by the College (hereinafter collectively called the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all attorneys' fees, defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the acts or omissions by Contractor of its duties and obligations under or pursuant to this Agreement.

10. Insurance

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish the College of DuPage with a Certificate of Insurance, with College of DuPage, its trustees, officers, agents, employees, and any other parties designated by COD named as an additional insured for Commercial General and Automobile Liability, showing the minimum coverage indicated below. Insurance companies must have a Best Rating of at least A VI and otherwise be acceptable to the College. Workers' Compensation insurance shall include a waiver of subrogation in favor of the College of DuPage. The College will also be shown as the certificate holder. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to College of DuPage. An endorsement page showing coverage must accompany the certificate of insurance. The foregoing certificate shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to College of DuPage.

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

Combined Single Limit Per Occurrence/Aggregate

Commercial General Liability including:

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- | | |
|---|---------------------------|
| 1. Premises – Operations | \$1,000,000 / \$2,000,000 |
| 2. Explosion, Underground and Collapse Hazard | |
| 3. Products/Completed Operations | |
| 4. Contractual Insurance | |
| 5. Broad Form Property Damage | |
| 6. Independent Contractors | |
| 7. Bodily Injury | |

Automobile Liability Owned, Non-owned, or Rented	\$1,000,000 / \$2,000,000
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Workers' Compensation and Employers' Liability	As Required by Applicable Laws
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Professional Liability	If Performance Specifications are Required by the Contract
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11. Business Enterprise Program

The College of DuPage encourages the participation of qualified minorities, females, and persons with disabilities owned businesses in public contracts. It is the College's policy to promote and encourage the continuing economic development of businesses owned by minorities, females, and persons with disabilities by setting aspirational goals to award contracts to such businesses for certain services, and to award contracts to such businesses for certain services in accordance with the provisions of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

12. Warranty

Contractor warrants all goods and/or services covered by this Agreement to be as specified, or in conformity with any sample provided by seller suitable for the purpose intended, of merchantable quality and free of defects in material, workmanship and design for a period of one year after being placed in service by the College, or two years from delivery to College, whichever is shorter. Contractor agrees to repair or replace (F.O.B. Contractor's original point of delivery and without expense to the College) any article or workmanship not conforming to this warranty.

13. Compliance with All Laws

Contractor agrees to comply with all applicable local, state, and federal laws, rules, regulations, and executive orders, including the following provisions, that relate to the manufacture, sale, and shipment of the goods covered by this Agreement.

- a. Human Rights Act: To the extent required by law, contractor shall abide by the Illinois Human Right Act, 775 ILCS 5/1-101 *et seq.*
- b. Drug Free Workplace: To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 *et seq.*
- c. Sexual Harassment Policy: Contractor represents by the signing of this Agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105.
- d. Equal Employment Opportunity: Contractor agrees to comply fully with the Federal Equal Employment Opportunities Act, including 29 C.F.R./Part 1609 "Guidelines on Harassment," the Illinois Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder and all amendments made thereto, Title VII of the Civil

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PAGE 4 OF 12

Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973, and any additions or amendments, and Contractor represents certifies and agrees that it has implemented a sexual harassment policy pursuant to 775 ILCS 5/2-105 and that no person shall be denied or refused service or other full or equal use of Contractor services, or denied employment opportunities by Contractor on the basis of race, creed, color, religion, sex, national origin or ancestry, age disability unrelated to ability, marital status, or unfavorable discharge from military service.

- e. Fair Employment Practice: Contractor represents it is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations.
- f. Prevailing Wage Act: To the extent required by law, Contractor may not pay less than the prevailing wage as established pursuant to an Act regulating the wages of laborers, mechanics, and other workman employed under Contract for Public Workers 820 ILCS 130/1 *et seq.*
- g. Non-debarment: Contractor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 *et seq.*

14. Entire Agreement

This Agreement represents the entire agreement between Contractor and the College and supersedes all previous negotiations or agreements, written or oral, which are not included in this Agreement. This Agreement may only be amended by written instrument executed by the College and Contractor. In the event of a conflict between this Agreement and any proposal and related exhibits provided by Contractor, this Agreement shall control.

15. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of law provisions. Venue for any disputes arising under or in connection with this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit of the State of Illinois, or in the United States District Court for the Northern District of Illinois, Eastern Division.

16. Severability and Non-Waiver

If any provision of this Agreement is found to be unenforceable, the other provisions of this Agreement shall not be affected but shall remain in full force and effect. No waiver by either party of any breach or default by the other party shall be construed to be a waiver of any other breach or default by such other party.

17. Notices

All communications and notices or matters relating to contract interpretation, a dispute, or indemnification obligations to the College from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the using department that appears on the applicable purchase order, with a copy to the College of DuPage Purchasing Department. Contractor must include the College's contract number or relevant purchase order number in any notice.

Notice to:

College of DuPage
College of DuPage
Purchasing Department
BIC - Room 1B03
425 Fawell Blvd.
Glen Ellyn, Illinois 60137

Contractor
Career Step, LLC
2901 N. Ashton Blvd.
Lehi, UT 84043
Attention: Derris Moore
Email: derris.moore@careerstep.com

Attention: Purchasing Manager
purchasing@cod.edu

18. No Assignment by Contractor

Contractor may not, by operation of law, merger, or otherwise, assign any of its rights, agreements, or obligations under this Agreement without the prior written consent of the College. Any purported assignment by Contractor without the prior written consent of the College shall be null and void and shall not bind the College. Subject to the preceding sentence, all of the terms, agreements, covenants, representations, warranties, and conditions of this Agreement shall be binding upon, and inure to the benefit of and are enforceable by, the parties and their respective successors and assigns.

19. Termination

The College may terminate this Agreement and the services at any time, in whole or in part, with or without cause, upon written notice to Contractor. Five (5) days written notice is required in the event the contract is terminated with cause, and 30 days written notice is required in the event the contract is terminated without cause. In the event this Agreement is terminated under this paragraph, Contractor will be compensated for services properly rendered through the date of termination, as can be documented to the reasonable satisfaction of the College. The College shall not be responsible for any services or expenses incurred after the date of termination. In addition, should the College terminate this Agreement for cause, the College will be entitled to all direct, indirect, and consequential damages arising from the breach of Agreement that prompted the termination for cause.

20. Arbitration

At the College's sole and exclusive option, all claims, controversies, and disputes between the College and Contractor arising out of or relating to this Agreement will be resolved in binding arbitration. Contractor agrees to be joined in any arbitration in which the College is a party to the extent that such arbitration relates to Contractor's performance under this Agreement. In addition, the College shall have the sole and exclusive option to join as a party to such arbitration any entity that the College determines has an interest in the arbitration.

21. Attorneys' Fees

In any action to enforce any of the provisions or rights arising under this Agreement, the prevailing party in such litigation, as determined by a court of proper jurisdiction in a final judgment or decree, shall be entitled to its costs, expenses and reasonable attorneys' fees incurred therein.

22. Conflicts of Interest

Contractor represents that it, to the best of its knowledge, has no relationship or ownership interest and will not acquire any interest, direct or indirect, in any enterprise, which would conflict in any manner or degree with the performance of the services under this Agreement.

Contractor must disclose in writing as a part of any bid submitted or contract if a relationship or ownership interest exists; Contractor must define the relationship with any College of DuPage Administrator, Trustee, employee, Foundation Board Member, committee member, or their immediate family member, with which Contractor or any of its owners, officers, Trustees, employees, or their immediate family, does business or is likely to do business with, or for which there is an opportunity to influence a related College decision; include the name and relationship to any immediate family member.

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PAGE 6 OF 12

Contractor certifies that it has no known conflict of interest with any College of DuPage Administrator, employee, Trustee, committee member, or College of DuPage Foundation Board Member, or their immediate family.

Signature Page Follows

THIS AGREEMENT IS NOT LEGALLY BINDING UPON THE COLLEGE OF DUPAGE UNLESS AND UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY OF THE COLLEGE OF DUPAGE. THE COLLEGE OF DUPAGE WILL HONOR NO OTHER APPROVAL OR AUTHORIZATION FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE SERVICE PROVIDER.

PAGE 7 OF 12

Contract Signature Page

SERVICE AGREEMENT

Department Name: COLLEGE OF DUPAGE – Continuing Education

Vendor Name: Career Step, LLC

Description of Services: Develop and provide on-demand career-focused education and training programs.

Board Approval Required: Yes ☐ NO ☒ Date: Board Approval Date N/A

In consideration thereof, both parties agree to the conditions set forth above.
The undersigned, on behalf of the College of DuPage, a Body Politic and Corporate of the State of Illinois, this Agreement is hereby executed by:

Contractor: College of DuPage

CAREER STEP

Debra Moore / GM
Print Name /Title

Debra Moore
Vice President Administration
Officer

[Signature]
Signature

[Signature]
Signature

87-0631382
Tax ID or FEIN

8/28/19
Date

9-25-19
Date

Contractor and the College agree with the terms stated above and certify that Contractor has received a copy of the contract agreement.

EXHIBIT 1

May use template below to provide details regarding the work and specifications to be performed, milestones and deliverables for this Contract or attach Quote clearly detailing the services to be performed:

1. SCOPE OF WORK

1. Description of Services:

- 1.1. Provide a detailed explanation of the services to be performed (describe need and how the service provider will meet those needs):

Career Step will make available to the institution an online catalog of certificate and supplemental programs (<http://www.careerstep.com/ap-catalog>). Program descriptions, including program materials, can be found for each offering. The online catalog may be updated from time to time by Career Step in its sole discretion to change or add to the programs being offered.

- 1.2. Who will be responsible for performing the services? Please provide names of individuals who will be completing the services in connection with this Scope of Work.

Career Step will be offering the online courses. Lori Mendicino, Regional Account Executive, is our direct point of contact.

- 1.3. Provide the name and contact information for the College project or program user.

Danielle Kuglin Seago, kuglinseagod@cod.edu, (630) 942-2412

- 1.4. What are the milestones and deliverables required during the project? Include a project schedule.

Career Step will contact the enrolled students, once notified by Continuing Education, and provide access to online course curriculum and support.

- 1.5. Where will the services be performed? What, if anything does the College have to provide for the services to be performed?

Online programs hosted by Career Step. Continuing Education provides marketing, advisement, and enrollment. COD agrees to market Career Step programs in the following manner: Catalog - a minimum of one half (1/2) of a page will be dedicated to marketing Career Step programs catalog edition. Online - The Institution agrees to, at a minimum, provide a prominent description and create a direct link to the Career Step programs.

Misc. Marketing-The Institution agrees to collaborate with Career Step in creating and executing a launch and ongoing marketing plan to promote the offered programs. Marketing plans may include but are not limited to: lead generation, online marketing, offline marketing, public relations and social media. Career Step agrees to list only COD-approved courses on the Career Step web page that features College of DuPage offerings. A link on the COD page can connect site visitors to Career Step's main program listing page.

Ownership.

Career Step retains the ownership of all right, title and interest in and to all Programs, the related documentation and all intellectual property rights therein and Career Step shall own all rights, title and interest in all derivative works, subject in each case to any rights of Career Step's third party licensors. Institution shall acquire no rights therein and will take no action that could be expected to adversely affect or impair Career Step's ownership of such materials and rights. Institution shall notify Career Step promptly of any infringement or suspected infringement of any such intellectual property rights.

2. Payment (Itemized):

Contractor will perform and provide all the services and deliverables in accordance with this Agreement for a fixed amount or time and materials not to exceed \$10,000 (the "fees"). The total fee includes all other expenses, including transportation and subsistence expenses.

Itemize all costs, time and material rates along with any expenses in connection with the fee or attached quote. Expenses and expendables shall be paid only with the prior written consent of the College.

Program Fees.

The price of each Career Step program is indicated in the online catalog. Program prices as subject to change upon one hundred twenty (120) days' notice of the start of an academic term. Students are granted a fourteen (14)-day money back guarantee, but once that period has elapsed, there are no refunds granted. Collection of Career Step program fees is the responsibility of Career Step and/or Institution.

- (a) If Career Step collects payment, the Institution's share of revenue shall be paid within thirty (30) days following the end of each month.
- (b) If Institution collects payment, Career Step's share of revenue shall be paid within sixty (60) days of invoicing by Career Step. Any bill approved for payment shall be paid within 30 days after the date of approval (term: Net 60), in compliance with the Local Government Prompt Payment Act. If payment is not made within the 60-day period, an interest penalty requirement of 1% per month is allowed if denoted and approved herein.

Compensation.

As compensation for services (marketing, advisement, enrollment, etc.) rendered, Institution will receive a share of the revenues generated from program fees. The revenue share will be calculated on program fees collected less any promotional item or discount offered. The revenue share will be determined by annual enrollment volume.

- (a) One(1) to Ten (10) enrollments per year-twenty percent (20%)
- (b) Eleven (11) to Twenty (20) enrollments per year- twenty-seven percent (27%)
- (c) Twenty-one (21) or greater enrollments per year - thirty-two percent (32%)

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PAGE 10 OF
12

EXHIBIT 2

Contractor may not commence work under this Agreement until all insurance required herein is obtained and approved by the College. Nor may the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

Affix Certificate of Insurance

(Sample Certificate Attached)



CERTIFICATE OF LIABILITY INSURANCE

9/1/2020

DATE (MM/DD/YYYY)
9/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 8110 E. Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C, Ho, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: The Travelers Indemnity Company INSURER C: Fireman's Fund Insurance Company INSURER D: Travelers Property Casualty Co of America INSURER E: INSURER F:
INSURED 1421651 Health Careers Acquisition, Inc. Career Step, LLC RCP CS Holdings, LLC 2901 North Ashton Boulevard, 1st Floor Lehi, UT 84043	NAIC # 20281 25658 21873 25674

COVERAGES

CERTIFICATE NUMBER: 16282859

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	6308J382037	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON OWNED AUTOS ONLY	Y	N	BA8J404600	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DED RETENTION \$	N	N	SSE00024639072	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB8J406193	9/1/2019	9/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional/Cyber Liability	N	N	82490664	9/1/2019	9/1/2020	\$6,000,000 Each claim/Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Named Insured: CS Emergency Certifications Holdco, Inc ; Emergency Certifications, Inc., National Board for Emergency Continuing Medical Education LLC; Panacea Healthcare Solutions, Inc; Panacea Healthcare Solutions, LLC

CERTIFICATE HOLDER

16282859
College of DuPage
425 Fawell Blvd.
Glen Ellyn IL 60137

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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From: [Gieschen, Philip](#)
To: [Kuglin Seago, Danielle](#)
Subject: RE: Vendor Contract Insurance - Career Step
Date: Wednesday, June 26, 2019 2:30:45 PM

Hi Danielle,

No insurance needed on this one.

Phil Gieschen
Coordinator of Risk Management
College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137
630/942-2993
giesche@cod.edu

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From: Kuglin Seago, Danielle <kuglinseagod@cod.edu>
Sent: Monday, June 24, 2019 12:32 PM
To: Gieschen, Philip <giesche@cod.edu>
Subject: Vendor Contract Insurance - Career Step

Hello Phil,

I am setting up a contract with a vendor we have used in the past, Career Step, who develops and provides on-demand career-focused education and training programs online. Would they still be required to get the insurance coverage per the contract template?

Thanks,
Danielle

Danielle Kuglin Seago
Program Manager
Business Solutions
College of DuPage Continuing Education

Phone: (630) 942-2412 | Fax: (630) 942-3785 | kuglinseagod@cod.edu | www.cod.edu/conted Visit us on campus in Glen Ellyn – SRC 1110 | Follow us on Twitter | Like us on Facebook

CareerStep provides not only quality offerings but also provides job placement assistance with graduates at an 84% job placement rate. When applicable, CareerStep includes national certification exams as part of the course fee and all programs are certified or approved through coordinating accreditation agency.

RFP Process for Career Step

A legal notice for a Request for Proposal (RFP) was published on June 1, 2017, in the Daily Herald and posted to the College of DuPage Purchasing Website. Seven (7) vendors were solicited. Thirty-seven (37) vendors downloaded the RFP documents. Seven (7) proposals were received. A public opening and reading of the proposal was held on July 12, 2017, at 2:00 p.m. in the College of DuPage Purchasing Department Conference Room (BIC 1B03A). The following individuals were in attendance: Jacoby Radford (COD Purchasing Manager/Facilitator), Beth Cernick (COD Purchasing Assistant/Recorder), Joanne Ivory (COD Associate Dean, Continuing Education/Agent of the Board), and Cristina Willard (COD Program Development Manager). Career Step was selected as an educational partner with a composite score of 86.17 out of 100. This is a contract renewal.