

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1087375
Vendor Name: Marberry Cleaners and Laundere
Invoice Number: 9943
Invoice Date: 04/24/21
PO Number:
Check Number: 0282313
Check Amount: \$ 305.91
Check Date: 06/22/2021
Department ID: 64005
Reviewer Name: Yvonne Bedford
Voucher Number: V0684196
Redaction Type: None
Document Type: AP Invoice

Document Below

Billing Invoice From				Make Checks Payable To			
Marberry Cleaners and Laundry LLC PO BOX 4096 St Charles, IL 60174-9081				Marberry Cleaners and Laundry LLC PO BOX 4096 St Charles, IL 60174-9081			
Billing Invoice To				Direct Billing Inquiries To			
<div style="border: 2px solid green; padding: 5px;"> <p>APPROVED 06/14/21</p> <p>DANIEL DEASY</p> </div>				billing@marberrycleaners.com			
				Period Beg	3/29/2021		
				Period End	4/24/2021		
				Phone	(630) 897-0011		
				Fax			
				PO	365417		
Terms	Customer Number	Plant Number	Invoice Date		Invoice Number		
Due	COD Massage Therapy	1035	4/24/2021		9943		
Description	Credit Qty	Credit Price	Credit Amount	Charge Qty	Charge Price	Charge Amount	Total
COD - COD Massage Therapy							
- Processed clean weight							
				73	1.290000	94.1700	94.1700
<div style="border: 2px solid green; padding: 10px; text-align: center;"> <p>INVOICE REVIEWED</p> <p>OKAY TO PAY</p> <p>YVONNE BEDFORD 06/03/21</p> </div>							
Tax Exempt #	N/A						
Page 1 of 1			Due Date	4/24/2021	Total Amount Due	94.17	

From: Bedford, Yvonne <bedford@cod.edu>
Sent: Tue Jun 01 13:38:33 CDT 2021
To: invoicing@cod.edu
CC:
Subject: Marberry Cleaners

Hello

Please pay under \$500

Invoice and contract are attached.
Charge to 05-63-64005-5309005
ID: 1087375

Regards,
Yvonne Bedford
Yvonne Bedford
College of DuPage
Continuing Education
(630) 942-4194

[attachment: Marberry Cleaners Contract FYE 21 and FYE 22 FINAL.pdf]
[attachment: Marberry Cleaners \$94.17.PDF]

**SERVICE AGREEMENT ~ \$5000 AND OVER
BETWEEN COLLEGE OF DUPAGE AND MARBERRY LAUNDRY, LLC**

This AGREEMENT ("Agreement") is entered into on June 18th, 2020 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 Marberry Laundry, LLC ("Contractor") having an address at 315 E. Main St. St. Charles, IL 60174.

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 Laundering Services 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 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 July 1, 2020 to June 30, 2022 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 1 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: \$ FYE 2021 \$5800 and FYE 2022 \$6800

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 Pat O'Shaughnessy, Massage Therapy Program Manager, Continuing Education Dept., 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:

1. Premises - Operations

\$1,000,000 / \$2,000,000

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 3 OF 11

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

Workers' Compensation and Employers' Liability

As Required by Applicable Laws

Professional Liability

If Performance Specifications are
Required by the Contract

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 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
Procurement Department
Institutional Resource Center
IRC - Room 1001
425 Fawell Blvd.
Glen Ellyn, Illinois 60137
Attention: Procurement Manager
purchasing@cod.edu

Contractor

Vendor Name

Marberry Laundry, LLC
315 E. Main St. St. Charles, IL 60174
Attention: David Marberry
Email: dmarberry@marberrycleaners.com

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.

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

Contract Signature Page

SERVICE AGREEMENT

Department Name: COLLEGE OF DUPAGE – Continuing Education

Vendor Name: Marberry Laundry, LLC

Description of Services: Laundry Services

Board Approval Required: Yes ☐ NO ☒ Date: Board Approval Date

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

Marberry Laundry, LLC

David Marberry / Partner
Print Name /Title

Signature

30-0600399

Tax ID or FEIN

Date

6/17/20

Ellen M. Roberts

Vice President Administration / Chief Financial Officer

Signature

6.29.2020

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):

Services include: pick-up soiled linens, launder and deliver clean linens on a weekly basis. COD owned linens are used in BMAST 0302 -MT-Professional Development - Student Clinic and the Professional Massage Clinic, both of which are located on the main campus.

- 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.

Marberry Laundry, LLC. will provide the services under the direction of David Marberry, owner and president.

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

Patricia O'Shaughnessy, Massage Therapy Program Manager, Business Solutions Div., Continuing Education Dept. Direct phone is 630-942-3818, email: oshaughnessyp@cod.edu

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

While there are no milestones, pick up and delivery should occur on a weekly basis whenever COD's campus is open.

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

Services will be performed at Marberry Lauandry LLC. facilities, located in St. Charles, IL off COD's campus.

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 \$1.29 per pound (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.

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)

Exhibit 2: Insurance Certificate of Coverage

Named Insured: _____

Bid # /Contract #: _____

Address: _____
(Number and Street)

(College)

(State)

(ZIP)

Description of Operation/Location

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the College of DuPage. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least thirty (30) days prior written notice of such change to the College of DuPage at the address shown on this Certificate. This certificate is issued to the College of DuPage in consideration of the contract entered into with the named insured, and it is mutually understood that the College of DuPage relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

- a) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The College of DuPage is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the College of DuPage."
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the College.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the College of DuPage.
- d) The receipt of this certificate by the College does not constitute agreement by the College that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice

Certificate Holder/Additional Insured
College of DuPage
Purchasing Department
425 Fawell Boulevard, BIC1540
Glen Ellyn, IL 60137

Signature of Authorized Rep. _____
Agency/Company: _____
Address _____
Telephone _____

For College use only

Name of College Department requesting certificate: (Using Dept.) _____

Attention: _____

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 11 OF
11

Delivered Weight for deliveries billed on invoice 9943, by Logical Receive Date

Page 1 of 1

[illegible]

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1087375

Vendor Name: Marberry Cleaners and Laundere

Invoice Number: 10227

Invoice Date: 05/29/21

PO Number:

Check Number: 0282313

Check Amount: \$ 305.91

Check Date: 06/22/2021

Department ID: 64005

Reviewer Name:

Voucher Number: V0684358

Redaction Type: None

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

Document Below

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: 6/10/2021
Vendor ID: 1087375

Invoice Number	P.O. Number/ Req. Number	Fund	Func.	Dept.	Object	Object Descrip.	Amount
10227		05	63	64005	5309005	Non-Credit Instructional Serv	\$ 33.54

Grand Total \$ 33.54

Check the appropriate box below and sign

- ☒ **AP VERIFIED**
06/14/21 - BETHANY CRUSE
We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have been provided in a satisfactory condition/manner.
Consistent payment is appropriate at this time.
- ☐ 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.

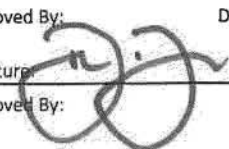
Payee Name: Marberry Cleaners Other Instructions: _____

Payee Address: PO Box 4096, St. Charles, IL 60174

Description on Check:

Invoice 9654

Approvals:

Prepared By: Yvonne Bedford Approved By: Daniel Deasy Date: 6/10/21
Signature: _____ Signature: 
Payment Due: ASAP Approved By: _____ Date: _____
Board Approved Date: _____ Signature: _____
Approved By Division VP: _____ Date: _____
Signature: _____

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

From: Lang, Jessica <langj@cod.edu>
Sent: Fri Jun 04 09:13:04 CDT 2021
To: invoicing@cod.edu
CC:
Subject: Massage Therapy Department Invoice

Jessica Lang
Program Support Specialist, Nursing & Health Sciences
College of DuPage | 425 Fawell Blvd | Glen Ellyn, IL 60137
630.942.2447 Direct | 630.942.8331 Office | 630.942.4222 Fax
langj@cod.edu

[attachment: COD MT Month Ending 052921.pdf]

Billing Invoice From				Make Checks Payable To			
Marberry Cleaners and Laundry LLC PO BOX 4096 St Charles, IL 60174-9081				Marberry Cleaners and Laundry LLC PO BOX 4096 St Charles, IL 60174-9081			
Billing Invoice To				Direct Billing Inquiries To			
COD Massage Therapy Yvonne Bedford 425 Fawell Blvd Glen Ellyn, IL 60137-6708				billing@marberrycleaners.com			
				Period Beg	4/25/2021		
				Period End	5/29/2021		
				Phone	(630) 897-0011		
				Fax			
				PO	365417		
Terms	Customer Number	Plant Number	Invoice Date	Invoice Number			
Due	COD Massage Therapy	1035	5/29/2021	10227			
Description	Credit Qty	Credit Price	Credit Amount	Charge Qty	Charge Price	Charge Amount	Total
COD - COD Massage Therapy							
- Processed clean weight				26	1.290000	33.5400	33.5400
Tax Exempt #	N/A						
Page 1 of 1			Due Date	5/29/2021	Total Amount Due		33.54

Delivered Weight for deliveries billed on invoice 10227, by Logical Receive Date

Page 1 of 1

[illegible]

Billing Invoice From				Make Checks Payable To			
Marberry Cleaners and Laundry LLC PO BOX 4096 St Charles, IL 60174-9081				Marberry Cleaners and Laundry LLC PO BOX 4096 St Charles, IL 60174-9081			
Billing Invoice To				Direct Billing Inquiries To			
COD Massage Therapy Yvonne Bedford 425 Fawell Blvd Glen Ellyn, IL 60137-6708				billing@marberrycleaners.com			
				Period Beg	4/25/2021		
				Period End	5/29/2021		
				Phone	(630) 897-0011		
				Fax			
PO				365417			
Terms	Customer Number	Plant Number	Invoice Date	Invoice Number			
Due	COD Massage Therapy	1035	5/29/2021	10227			
Description	Credit Qty	Credit Price	Credit Amount	Charge Qty	Charge Price	Charge Amount	Total
COD - COD Massage Therapy							
- Processed clean weight				26	1.290000	33.5400	33.5400
Tax Exempt #	N/A						
Page 1 of 1			Due Date	5/29/2021	Total Amount Due		33.54

From: Bedford, Yvonne <bedford@cod.edu>
Sent: Thu Jun 10 16:01:43 CDT 2021
To: invoicing@cod.edu
CC: mclaughl@cod.edu
Subject: Check Request attached: Marberry Cleaners

Hello

Please process payment to Marberry Cleaners:

Check Request
Contract
Invoice

Regards,
Yvonne Bedford

Yvonne Bedford
College of DuPage
Continuing Education
(630) 942-4194

[attachment: Marberry Cleaners Service Agreement thru June 30 2022.pdf]
[attachment: Marberry Cleaners \$33.54.pdf]
[attachment: Marberry Cleaners COD Massage Therapy Invoice 10227.pdf]

CONTRACT APPROVAL COVERSHEET

Contract Name: Marberry Laundry, LLC

Requesting Department: Continuing Education Date Initiated: 6/1/20

Contact Name: Patricia O'Shaughnessy Phone: X3818

Email Address: oshaughnessyp@cod.edu

630-

Vendor Name: Maryberry Laundry, LLC Phone: 630-524-2093

Vendor Contact: David Marberry Email: dmarberry@marberriycleners.com

Total Contract: \$ FYE 21 \$5,800; FYE 22 \$6,800 Contract Dates: Start: 7/1/20

FY Budget \$ 05-63-64005-5308001 End: 6/30/22

Vendor 1: Name Marberry Laundry, LLC Quote: \$ 1.29/pound

Vendor 2: Name Green Acres Cleaners (DeKalb, IL) Quote: \$ 1.82/pound

Vendor 3: Name Deluxe Cleaners (Batavia, IL) Quote: \$ 1.87/pound

Contract Purpose: to provide the Massage Therapy Clinic and student Massage courses with clean linen service.

This Contract is for two years.

Contract Type: ☒ Independent Contractor ☒ Service Agreement ☐ Lease
☐ Construction ☐ Other

Has the College contracted with this vendor in the past or is this a renewal or extension of a previously approved contract? ☒ Yes ☐ No (If YES, attach a copy of the relevant agreement.)

Are required support documents attached? (see page 2) ☒ Yes

I certify that I have read and understand the terms of this agreement and have appropriate authority to submit this agreement on behalf of my department. I further certify that the agreement is complete and includes all exhibits, attachments and pages.

Print

Requester: Patricia O'Shaughnessy (Yvonne signed for Pat)

Budget Mgr.: Daniel Deasy

Dept. Adm.: Joseph Cassidy

Sign & Date

Yvonne Bedford Digitally signed by Yvonne Bedford
Date: 2020.06.22 14:20:43 -05'00'

Daniel Deasy Digitally signed by Daniel Deasy
Date: 2020.06.23 13:40:45 -05'00'

Joseph Cassidy Digitally signed by Joseph Cassidy
Date: 2020.06.29 12:14:38 -05'00'

Submit to Procurement at purchasing@cod.edu.

Purchasing Dept. Use Only

Comments _____

REVIEWED

By Lisa Erl at 2:48 pm, Jun 29, 2020

Approval Initials _____

CONTRACT APPROVAL COVER SHEET (Instructions)

Per Administrative Procedure 10-60, all contracts entered into on behalf of the College of DuPage must be signed by the Vice President, Administration. This form must be completed in full and submitted with all contracts that require a signature at least three (3) weeks prior to the contract start date.

Submit the contract, along with this form and all required support documents as outlined below, to Procurement. Procurement will review all documents, and, if appropriate, will forward to the Vice President, Administration for signature. Contracts submitted without complete documentation will be returned to the requester.

Required support documentation: (Select only one)

- ☐ 1. Contract value less than \$5,000: Contract Purpose section should indicate action taken to confirm best price.
- ☒ 2. Contract value between \$5,000 and \$14,999: minimum of three (3) verbal quotes must be documented (vendor name and quoted amount) on this form or an attached sheet.
- ☐ 3. Contract value between \$15,000 and \$24,999: minimum of three (3) written quotes must be attached.
- ☐ 4. Contract value of \$25,000 or greater: bid results (bid tabulation or RFP evaluation matrix), Board Report, and confirmation of Board approval (meeting minutes or Cabinet confirmation).
- ☐ 5. Contracts submitted as sole source: full justification of sole source and letter from the vendor confirming they are the only source of the product/service.

- *If vendor will be providing a service on campus, a Certificate of Insurance listing the College as an additional insured, accompanied by an endorsement page is required. For additional information contact Risk Manager.*
- *If computer equipment and/or software is being procured, a completed Computer Equipment/Software form (IT Review) must be included.*

Upon signature by the Vice President, Administration, the original contract will be returned to the requester and a copy will be sent to the Procurement Department at purchasingforms@cod.edu for inclusion in the College's contract database. If a vendor/contractor signature is still required after signature by the Vice President, Administration, it is the responsibility of the requester to obtain the remaining signature(s) and forward a copy of the fully executed contract to Procurement at purchasingforms@cod.edu for inclusion in the College's contract database.

This approval cover sheet, and supporting documents, must be submitted at least three (3) weeks prior to the contract start date.

A copy of the signed contract, along with all required support documents, must be attached to the requisition when initiated.

**SERVICE AGREEMENT ~ \$5000 AND OVER
BETWEEN COLLEGE OF DUPAGE AND MARBERRY LAUNDRY, LLC**

This AGREEMENT ("Agreement") is entered into on June 18th, 2020 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 Marberry Laundry, LLC ("Contractor") having an address at 315 E. Main St. St. Charles, IL 60174.

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 Laundering Services 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 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 July 1, 2020 to June 30, 2022 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 1 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: \$ FYE 2021 \$5800 and FYE 2022 \$6800

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 Pat O'Shaughnessy, Massage Therapy Program Manager, Continuing Education Dept., 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:

1. Premises - Operations

\$1,000,000 / \$2,000,000

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 3 OF 11

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

Workers' Compensation and Employers' Liability

As Required by Applicable Laws

Professional Liability

If Performance Specifications are
Required by the Contract

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 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
Procurement Department
Institutional Resource Center
IRC - Room 1001
425 Fawell Blvd.
Glen Ellyn, Illinois 60137
Attention: Procurement Manager
purchasing@cod.edu

Contractor

Vendor Name

Marberry Laundry, LLC
315 E. Main St. St. Charles, IL 60174
Attention: David Marberry
Email: dmarberry@marberrycleaners.com

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.

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

Contract Signature Page

SERVICE AGREEMENT

Department Name: COLLEGE OF DUPAGE – Continuing Education

Vendor Name: Marberry Laundry, LLC

Description of Services: Laundry Services

Board Approval Required: Yes ☐ NO ☒ Date: Board Approval Date

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

Marberry Laundry, LLC

David Marberry / Partner

Print Name /Title

Signature

30-0600399

Tax ID or FEIN

Date

6/17/20

Ellen M. Roberts

Vice President Administration / Chief Financial Officer

Signature

6.29.2020

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):

Services include: pick-up soiled linens, launder and deliver clean linens on a weekly basis. COD owned linens are used in BMAST 0302 -MT-Professional Development - Student Clinic and the Professional Massage Clinic, both of which are located on the main campus.

- 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.

Marberry Laundry, LLC. will provide the services under the direction of David Marberry, owner and president.

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

Patricia O'Shaughnessy, Massage Therapy Program Manager, Business Solutions Div., Continuing Education Dept. Direct phone is 630-942-3818, email: oshaughnessyp@cod.edu

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

While there are no milestones, pick up and delivery should occur on a weekly basis whenever COD's campus is open.

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

Services will be performed at Marberry Lauandry LLC. facilities, located in St. Charles, IL off COD's campus.

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 \$1.29 per pound (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.

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)

Exhibit 2: Insurance Certificate of Coverage

Named Insured: _____

Bid # /Contract #: _____

Address: _____
(Number and Street)

(College)

(State)

(ZIP)

Description of Operation/Location

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the College of DuPage. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least thirty (30) days prior written notice of such change to the College of DuPage at the address shown on this Certificate. This certificate is issued to the College of DuPage in consideration of the contract entered into with the named insured, and it is mutually understood that the College of DuPage relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

- a) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The College of DuPage is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the College of DuPage."
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the College.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the College of DuPage.
- d) The receipt of this certificate by the College does not constitute agreement by the College that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice

Certificate Holder/Additional Insured
College of DuPage
Purchasing Department
425 Fawell Boulevard, BIC1540
Glen Ellyn, IL 60137

Signature of Authorized Rep. _____
Agency/Company: _____
Address _____
Telephone _____

For College use only

Name of College Department requesting certificate: (Using Dept.) _____

Attention: _____

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 11 OF
11



MARBE-3

OP ID: KP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/16/2020

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 Pardridge Insurance, Inc. 2580 DeKalb Ave Sycamore, IL 60178 Curtis Pardridge		815-758-4447		CONTACT NAME: Curtis Pardridge PHONE (A/C, No, Ext): 815-758-4447 FAX (A/C, No): 815-758-3111 E-MAIL ADDRESS:	
INSURED Marberry Cleaners & Launderers LLC & Marberry Laundry LLC & Marberry Real Estate LLC 315 East Main Street St. Charles, IL 60174				INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
				NAIC # 26271	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		Q46-1590347	10/15/2019	10/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Q10-1530424	10/15/2019	10/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Q34-1570129	10/15/2019	10/15/2020	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Q94-6500208	10/15/2019	10/15/2020	PER STATUTE 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

College of DuPage added as additional insured.

CERTIFICATE HOLDER

CANCELLATION

COLLOFD College of DuPage 425 Fawell Blvd Glen Ellyn, IL 60137	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

Delivered Weight for deliveries billed on invoice 10227, by Logical Receive Date

Page 1 of 1

[illegible]

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1087375
Vendor Name: Marberry Cleaners and Laundere
Invoice Number: 102849-052921
Invoice Date: 05/29/21
PO Number: B0370238
Check Number: 0282313
Check Amount: \$ 305.91
Check Date: 06/22/2021
Department ID: 00237
Reviewer Name: Jessica Lang
Voucher Number: V0684359
Redaction Type: None
Document Type: AP Invoice

Document Below

INVOICE

MARBERRY
Cleaners and Launderers

Route: 17M-R - 47
Invoice No: 102849-052921
Invoice Date: May 29, 2021
Account: 102849
Payment Due By: Jun 28, 2021

Amount Enclosed _____

Phone 877-627-2377

APPROVED

BO#370238

To: Pt College of DuPage
PO 1701
Assistant Program
Glen Ellyn IL 60137

06/14/21 - LISA STOCK

Marberry Cleaners
PO BOX 4096
St Charles IL 60174

Please detach and return top portion with your payment

Store	Date	Reference	Description	Pieces	Amount
Apr 30, 2021					
1	Apr 30, 2021	421470	STC Laundry Bundle 1 Laundry Bundle: per lb. (34#)	1	49.30
				1	49.30
May 7, 2021					
1	May 7, 2021	422157	STC Laundry Bundle 1 Laundry Bundle: per lb. (33#)	1	47.85
				1	47.85
May 14, 2021					
1	May 14, 2021	422932	STC Laundry Bundle 1 Laundry Bundle: per lb. (30#)	1	43.50
1	May 14, 2021	422934	STC Laundry Bundle 1 Laundry Bundle (6#)	1	10.00
				2	53.50
May 21, 2021					
1	May 21, 2021	423668	STC Laundry Bundle 1 Laundry Bundle: per lb. (19#)	1	27.55
				1	27.55

Balance Due: 178.20

INVOICE REVIEWED
OKAY TO PAY
JESSICA LANG 06/04/21

Thank You For Your Business!
Please reference account number
found at the top right corner of your statement.

From: Lang, Jessica <langj@cod.edu>
Sent: Fri Jun 04 09:15:35 CDT 2021
To: invoicing@cod.edu
CC:
Subject: Marberry INV#102849-052921 \$178.20

Jessica Lang
Program Support Specialist, Nursing & Health Sciences
College of DuPage | 425 Fawell Blvd | Glen Ellyn, IL 60137
630.942.2447 Direct | 630.942.8331 Office | 630.942.4222 Fax
langj@cod.edu

[attachment: Marberry INV#102849-05921 \$178.20 - sent to AP 6.4.21.pdf]