

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1514593

Vendor Name: Fkiquality, Llc

Invoice Number: 2018-COD-02

Invoice Date: 10/01/18

PO Number: B0360462

Check Number: E0070312

Check Amount: \$ 12,900.00

Check Date: 11/14/2018

Department ID: 63002

Reviewer Name:

Voucher Number: V0541925

Redaction Type: None

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

Document Below

fkiQuality



# Invoice

Date: October 1st, 2018

fkiQuality LLC

940 Lowell Lane, Naperville, IL 60540

630 544 0116

EIN-27-2776653

INVOICE # 2018-COD-02

To

College of Dupage

425 Fawell Blvd.

Glen Ellyn, Illinois

invoicing@cod.edu

Attn: Debra Hasse

**AP VERIFIED**  
**11/08/18 - MARIA ZERRUDO**

Job	Payment Terms
Lean Six Sigma Green Belt certification training P.O. 360462	Amounts in USD.

Qty	Description	Unit Price	Line Total
1	Lean Six Sigma Green Belt 2.0 course starting 10/01/2018	\$12,900	\$12,900
CHARGE \$10,000.00 to # 05-63-63002-5308001			Subtotal \$12,900
CHARGE \$2,900.00 to # 05-63-63001-5308001			Sales Tax Incl.
			Total \$12,900

Check payments: make payable to fkiQuality.

EFT payments: make payable to fkiQuality at bank JP Morgan Chase, N.A.,  
bank routing number 071000013, account number 903844900

Thank you for your business!

**APPROVED**

NOV 06 2018

## **Humphrey, Vera**

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**From:** Roberts, Ellen  
**Sent:** Thursday, August 16, 2018 7:33 AM  
**To:** Humphrey, Vera  
**Cc:** Bedford, Yvonne  
**Subject:** FW: fkiQuality Endorsement Page Attached  
**Attachments:** 1764644\_11\_2CGL.pdf; fkiQuality CE BD 8.16.18.pdf  
  
**Importance:** High

Good morning, Vera –

The attached is ready for Brian's review and, if appropriate, signature.

Thank you,

*Ellen*

Ellen M. Roberts  
Director, Business Affairs  
**College of DuPage**  
425 Fawell Blvd.  
Glen Ellyn, IL 60137  
630-942-2233  
roberts@cod.edu

**From:** Bedford, Yvonne  
**Sent:** Wednesday, August 15, 2018 11:10 AM  
**To:** Roberts, Ellen <roberts@cod.edu>  
**Cc:** Hasse, Debra <hassed@cod.edu>  
**Subject:** fkiQuality Endorsement Page Attached  
**Importance:** High

Hi Ellen,

Attached is the required Endorsement Page from fkiQuality.

The Certificate of Insurance page was scanned with the Contract.

Can you please move forward with sending the documents to Vera for Brian's approval?

Thanks for your help.

Regards, Yvonne Bedford  
Continuing Education  
X 4194

**From:** Gieschen, Philip  
**Sent:** Wednesday, August 15, 2018 10:53 AM  
**To:** Hasse, Debra <[hassed@cod.edu](mailto:hassed@cod.edu)>; Bedford, Yvonne <[bedford@cod.edu](mailto:bedford@cod.edu)>  
**Subject:** FW: Your Hiscox Policy Document

Here is the endorsement page which is perfect.

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

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**From:** Hiscox Small Business Insurance <[contact@hiscox.com](mailto:contact@hiscox.com)>  
**Sent:** Tuesday, August 14, 2018 2:59 PM  
**To:** 'FPULGARVIDAL@FKIquality.com' <[FPULGARVIDAL@FKIquality.com](mailto:FPULGARVIDAL@FKIquality.com)>  
**Cc:** Gieschen, Philip <[giesche@cod.edu](mailto:giesche@cod.edu)>  
**Subject:** Your Hiscox Policy Document

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CONTRACT APPROVAL COVER SHEET

Contract Name: fkiQuality  
 Requesting Department: Continuing Education Date Initiated: 5/21/18  
 Contact Name: Barbara DiMonte Phone: 630-942-2524  
 Email Address: dimonteb@cod.edu

Vendor Name: fkiQuality Phone: 630 544 0116  
 Vendor Contact: Francisco Pulgar-Vidal Email: fpulgarvidal@fkiquality.com

Total Contract: \$ FY19 NTE :\$56,000 nd FY20 NTE \$56,000 Contract Dates: Start: 7/1/18  
 FY Budget \$ 05-63-63001-5308001 \$60,000.00 FY19/20 End: 6/30/20  
05-63-63002-5308001 \$125,000.00 FY19/20

Vendor 1: Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_  
 Vendor 2: Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_  
 Vendor 3: Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_

Contract Purpose: Lean Six Sigma Training Programs

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.

Requester: Barbara DiMonte Barbara DiMonte Sign  
 Budget Mgr.: Daniel Deasy  
 Dept. Adm.: Joseph Cassidy

Submit to Purchasing in Berg Instructional Center (BIC), Room 1540 or email to [purchasing@cod.edu](mailto:purchasing@cod.edu)

Purchasing Dept. Use Only

Comments: **REVIEWED**  
 By E. Roberts at 7:27 am, Aug 16, 2018  
 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.

Submit the contract, along with this form and all required support documents as outlined below, to Purchasing in the Berg Instructional Center (BIC), Room 1540 or via email at [purchasing@cod.edu](mailto:purchasing@cod.edu). Purchasing 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:

- ☐ 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.
- ☒ 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.
- ☐ 6. If vendor will be providing a service on campus a Certificate of Insurance is required. For additional information contact Risk Manager.

Upon signature, the original contract will be returned to the requester. It is the responsibility of the requester to forward all fully executed contracts/agreements, no matter the dollar amount, to the Purchasing Department by emailing to [purchasingforms@cod.edu](mailto: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). Once fully executed, requester will scan a copy of the complete contract and email to [purchasingforms@cod.edu](mailto:purchasingforms@cod.edu).

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

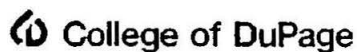






**fki Quality: Lean Six Sigma**

	Revenue	Expense	Enrollment
CE18FA			
Lean Six Sigma Green Belt	25,500	12,600	17
CE19SP			
Lean Six Sigma Green Belt	27,000	12,900	18
Lean Six Sigma Black Belt	28,125	10,500	15
<u>FY19 Total Professional Training</u>	<u>80,625</u>	<u>36,000</u>	
<u>FY19 Total Contract Training</u>	<u>35,000</u>	<u>20,000</u>	
FY19 Total	115,625	56,000	
CE19FA			
Lean Six Sigma Green Belt	25,500	12,600	17
CE20SP			
Lean Six Sigma Green Belt	27,000	12,900	18
Lean Six Sigma Black Belt	28,125	10,500	15
<u>FY20 Total Professional Training</u>	<u>80,625</u>	<u>36,000</u>	
<u>FY20 Total Contract Training</u>	<u>35,000</u>	<u>20,000</u>	
FY20 Total	115,625	56,000	



## SERVICE AGREEMENT ~ \$5000 AND OVER BETWEEN COLLEGE OF DUPAGE AND fkiQuality LLC

This AGREEMENT ("Agreement") is entered into on July 1, 2018 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 fkiQuality LLC. ("Contractor") having an address at 940 Lowell Lane, Naperville, IL 60540.

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 facilitation in process improvement (Six Sigma or Lean) related topics 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:

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 1 OF 12

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 7/1/2018 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:** FY19 \$56,000  
FY20 \$56,000

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 Barbara DiMonte, Program Manager, 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 nonrenewed 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
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  
Purchasing Department  
BIC - Room 1803 425  
Fawell Blvd.  
Glen Ellyn, Illinois 60137  
Attention: Purchasing Manager [purchasing@cod.edu](mailto:purchasing@cod.edu)

Contractor  
**fkiQuality, LLC** 940  
Lowell Lane  
Naperville, IL, 60540  
Attention: Francisco Pulgar-Vidal  
Email: [fpulgarvidal@fkiquality.com](mailto:fpulgarvidal@fkiquality.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: fkiQuality, LLC

Description of Services: Facilitation or training for process related topics

Board Approval Required: Yes ☒ NO ☐ Date: June, 21, 2018

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

fkiQuality, LLC

Francisco Pulgar-Vidal/President

Print Name /Title

Brian W. Caputo

Vice President Administration / Chief Financial  
Officer

F. Pulgar-Vidal

Signature

Signature

Tax ID or FEIN

Date

Date

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 8 OF 12

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):

Facilitation of various business trainings related to process improvement including but not limited to; lean six sigma yellow belt, lean six sigma green belt, lean six sigma black belt, lean methodologies, 5S, operational excellence, leadership for results, business process management.

- 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.

Francisco Pulgar-Vidal fkiQuality  
LLC

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

Barbara DiMonte  
dimonteb@cod.edu x2524

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

See attached. Program schedule to be determined based on needs.

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

Onsite at one of our campus locations in a classroom with AV or at the client site. Training will be provided at main campus located at 425 Fawell Blvd. Additionally, as program grows, classes can be offered at one of Colleges off-site Centers.

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 \$56,000 (the "fees") per year. 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.

[REDACTED]



- \* Chris Hanna: Ph.D. Analytical Chemistry, PMP, MBB
- \* Karen Ambre: Master Organizational Behavior and Management, ASQ BB

8. State how you will ensure quality controls to support teaching excellence

- \* fkiQuality applies standards for teaching excellence which include:
  - Mid-course and after-course participant surveys serve to adjust our teaching and curriculum.
  - Course audits by experienced instructors and coaches to ensure teaching quality, participant interaction, and satisfaction.
  - Train-the-trainer sessions, so that every instructor has attended a full course taught by an experienced instructor, and taught parts of it under the supervision of the experienced instructor before teaching it solo.
  - Periodic assessments and refresh sessions with coaches of the Six Sigma Masters Program.
  - Program of continuing education with the support of the Deming Institute and similar organizations.
  - We also seek the feedback of experienced instructors not associated with the program.

## Cost and Assumptions

All standard courses are priced equally regardless of format. All materials provided in electronic form to be printed by the College. A maximum number of participants to be between 15 and 20 to ensure the quality of learning.

### Yellow Belt

USD \$4,000 per cohort. Certification administration including exam grading and feedback: USD \$150 per participant.

### Green Belt

USD \$7,500 per cohort. Certification administration including exam and project review: USD \$300 per participant.

### Black Belt

USD \$10,500 per cohort, only includes instruction and classroom materials. Students must purchase the Quality Council of Indiana CSSBB Primer and Exam CD or similar (current price USD \$80 and 70 respectively). Certification administration is conducted by the ASQ; current exam fee is USD \$388 per person.

Customized courses are priced based on the needs of clients after meeting with them and discussing their objectives and needs.

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

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2018

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 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).

<b>PRODUCER</b>  Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b> PHONE: (888) 202-3007      FAX: (A/C, No): (A/C, No, Ext): E-MAIL: contact@hiscox.com ADDRESS: INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A: Hiscox Insurance Company Inc      10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b>  FKI QUALITY, LLC 940 LOWELL LANE NAPERVILLE, IL 60540	



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.

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## 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	ADOL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  CLAIMS- <input checked="" type="checkbox"/> MADE/OCCUR  AGGREGATE LIMIT APPLIES PER: ICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC IER  GE <input checked="" type="checkbox"/>	N	UDC-1764644-CGL-18	06/09/2018	06/09/2019	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 \$ S/T Gen. Agg
	AUTOMOBILE LIABILITY  ANY AUTO  ALL OWNED AUTOS HIRED AUTOS  SCHEDULED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB		OCCUR CLAIMS-MADE			EACH OCCURRENCE \$



						AGGREGATE		\$
DED		RETENTION \$						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y / N				PER STATUTE		OTHER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E L EACH ACCIDENT		\$
						E L DISEASE - EA EMPLOYEE		\$
						E L DISEASE - POLICY LIMIT		\$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) College of Dupage is listed as a certificate holder per the terms of the policy.								
CERTIFICATE HOLDER College of Dupage 425 Fawell Blvd Glen Ellyn IL 60127					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 <i>Brett R. Lutz</i>			

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ACORD 25 (2014/01)

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COLLEGE OF DUPAGE  
REGULAR BOARD MEETING

BOARD APPROVAL

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1. SUBJECT

Six Sigma Training from Educational Partner fkiQuality, LLC.

2. REASON FOR CONSIDERATION

Contracts exceeding the statutory limit of \$25,000 must be approved by the Board of Trustees.

3. BACKGROUND INFORMATION

As part of the ongoing efforts to meet the demands of providing high-quality training at affordable costs, College of DuPage Continuing Education has established revenue-sharing models for professional training programs. This provides us the opportunity to work with multiple educational partners in order to present varied professional courses and programs to offer students the ability to gain advanced knowledge and/or preparation to obtain industry credentials. The purpose of this contract is for provision of Lean, Six Sigma, and other related training courses.

A legal notice for a Request for Proposal was published on March 2, 2018 in the Daily Herald; the invitation was also posted to the College of DuPage Purchasing website and distributed to in-district Chambers of Commerce. Eight (8) vendors were directly solicited. Nineteen (19) vendors downloaded the RFP documents. A pre-submittal conference meeting was held March 14, 2018 in the College of DuPage Purchasing Department Conference Room (BIC 1B03A). A public opening was held on March 30, 2018 at 11:00 a.m. in the College of DuPage Purchasing Department Conference Room (BIC 1B03A). The following individuals attended Jacoby Radford (COD Purchasing Manager/Recorder), Susan Castellanos (COD Buyer/Facilitator), Judy Coates (COD Manager, Learning and Organization Department/Agent of the Board), Barbara DiMonte (COD Program Manager, Continuing Education/Extended Learning) and representatives from two (2) firms. Five (5) proposals were received. No women/minority owned businesses submitted proposals.

One (1) proposal was rejected due to an incomplete response. The proposal from The Oobeya Group, LLC was determined to be non-responsive for failure to submit a complete Signature Page. One (1) proposal, from JLS Performance Improvement

LLC, was determined unacceptable due to low scoring; composite score was less than 60.

An evaluation committee consisting of the following five (5) employees assessed the submitted proposals: Debra Hasse, Senior Program Manager; Barbara DiMonte, Program Manager; Melissa Fanella, Program Development Manager; Joanne Ivory, Associate Dean for Continuing Education; Joe Cassidy, Dean for Continuing Education/Extended Learning.

The committee assessed the proposals based upon the following criteria set forth in the RFP: Mission and vision alignment with College of DuPage; Understanding and approach of the stated goals and scope of the program; Qualifications of both the provider organization and facilitators; Participant evaluation and/or satisfaction; Prior relevant experience and material example review; Past performance references; Total composite score of 60 or above in specialized area of training; Total cost of program, revenue sharing and value add to College of DuPage and students.

The evaluation committee's assessments of the proposing firms are quantified below:

Educational Partner	Composite Score
FkiQuality LLC	85.2
Institute for Leadership Excellence & Development, Inc.	88.6
S.F. & Wellness, dba W.I.T.S.	70.9
JLS Performance Improvement LLC	Less than 60

Each educational partner provides specialized services that others do not, resulting in the selection of three (3) vendors with the highest scores to accommodate all required programs. While fkiQuality did not have the highest overall, composite score among selected educational partners, they were rated highest among those providing Six Sigma Training programs.

Projected Annual Contract Amount:

Educational Partner	FY2019	FY2020
FkiQuality, LLC	\$56,000.00	\$56,000.00

Budget Status

GL Account	FY2018	FY2019 - Proposed			Current Request
	YTD Spend	Annual Budget	YTD Spend	Available Balance	
05-63-63001-5308001	\$ 11,535	\$ 60,000	\$ -	\$ 60,000	\$ 19,000
<i>Contract Training CE: Instructional Service Contract</i>					
05-63-63002-5308001	\$ 76,917	\$ 125,000	\$ -	\$ 125,000	\$ 37,000
<i>Professional Training CE: Instructional Service Contracts</i>					
FY2019 Request				\$ 56,000	
Future Commitments (FY2020)				\$ 56,000	
<b>Total Request</b>				<b>\$ 112,000</b>	

\*FY2019 Budget not yet adopted. YTD Spend as of 06/04/2018.

This contract supports Goals #2 and #7 of the Strategic Long Range Plan:  
 Goal 2: Value-Added Education, Objective 2.3 - Review, revise and develop curricular offerings to assure high-quality education and alignment with the current and emerging employee skills of local businesses and employers.  
 Goal 7: Financial Stewardship, Objective 7.2 - Develop a financial model that identifies new revenue sources while eliminating the reliance on State of Illinois apportionment funds.

This purchase complies with State Statute, Board Policy and Administrative Procedures.

4. RECOMMENDATION

That the Board of Trustees approves a two-year (7/1/18 – 6/30/20) contract for Six Sigma Training with fkiQuality, LLC, 940 Lowell Lane, Naperville, IL 60540 for the total not to exceed amount of \$112,000.

Staff Contact: Joseph Cassidy, Dean-Continuing Education/Extended Learning  
 Joanne Ivory, Associate Dean, Continuing Education