32971 ORIGINAL

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is between **Banner Personnel Service, Inc.**, with corporate offices located at **53 W. Jackson Blvd., Suite 1219, Chicago, IL 60604** ("Company") and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, a body politic and corporate, with district offices located at 226 W. Jackson Boulevard, Chicago, Illinois 60606 ("Institution").

RECITALS:

WHEREAS, the Institution desires to secure Company's services as outlined herein; and

WHEREAS, Company has represented that it has the requisite expertise to perform such services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is acknowledged by Company and the Institution, the parties agree as follows:

Incorporation. The above recitals and all exhibits attached hereto are incorporated herein by reference. If applicable to this agreement, the entire RFP and Company's response to the RFP are hereby incorporated by reference into this agreement.

2. <u>Services</u>.

- **a.** <u>Scope of Services</u>. Company shall perform the professional services and all tasks incidental thereto and provide the deliverables specified herein and in Exhibit A attached hereto and incorporated herein by reference ("Services"). Company shall perform all Services in accordance and to the reasonable satisfaction of the Institution. Time is of the essence
- b. **Standard of Performance**. Company shall perform the Services in accordance with the degree of professional skill, care and diligence shown by a professional performing services of a comparable scope, purpose and magnitude customarily provided in the performance of such Services. Company shall at all times act in the best interests of the Institution. Company acknowledges that it is entrusted with and will have access to valuable and confidential information and records of the Institution and agrees to be held to the standard of care and diligence of a fiduciary. All Services that require the exercise of professional skill or judgment will be performed by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Company remains responsible for the professional and technical accuracy of all Services and deliverables furnished, whether by Company, Company's subcontractors or others on its behalf. All deliverables must be prepared in a form, content and schedule satisfactory to the Institution. Moreover, Company shall use its best efforts, furnish its best professional skill and judgment and cooperate with Institution officials, employees, contractors and agents in completing the Services. Company fails to comply with these standards, the Company must re-perform, at

its own expense, all Services required to be re-performed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any and all of the Services by the Institution does not relieve the Company from this reperformance obligation or its responsibilities hereunder.

- **Personnel**. Company shall provide and utilize all personnel required to satisfactorily and successfully perform the Services.
- 4. <u>Term.</u> Subject to Section 11 herein, this Agreement shall begin **July 1, 2016** and end **June 30, 2019** ("Term") with the option to extend for an additional two (2) year period unless otherwise terminated or extended by the parties in writing.

5. <u>Fee</u>.

- a. <u>Maximum Fee.</u> As payment for satisfactory performance of the Services, Company shall receive a maximum fee not to exceed Four Hundred Thousand and no/100 dollars (\$400,000.00). Fees are based on Category A and B as described in Exhibit B, "Fee Schedule," attached. Although Company may receive no fee, since Institution is not required to procure consulting services exclusively from the selected master contract vendors, and may procure services from other sources when it is in the best interest of Institution to do so.
- and approval indicating the portion of the Services provided during the invoice period. Company shall comply with any form and time limitations in which invoices must be submitted and shall submit such evidence to the Institution as may be required to show the validity of the Fee and any claimed expenses. Invoices shall be paid based on agreed upon payment method and associated terms once all stipulations, provisions and/or conditions set forth in this agreement have been met, If the Institution objects to all or any portion of an invoice it shall promptly notify Company of its objection and both parties shall immediately make every effort to promptly settle the disputed portion of the invoice. If the dispute is not settled by the date that the payment is due, then the Institution shall pay the undisputed portion of the invoice. Neither the initial payment nor any subsequent payments hereunder constitute acceptance of the Services or any deliverables provided hereunder.

c. Payment Method and Term.

- i. Net 15 days or less- Institution utilizes an electronic payment method leveraging unique and secure cardless payment accounts which allows for placement of funds for approved payment transactions on a Visa Single Use Account ("SUA") administered through U.S. Bank via the Payment Plus program.
- ii. Net 45 days Institution utilizes Automatic Clearing House ("ACH") as a method to pay suppliers. This requires completion of a form indicating

Bank routing and account number information authorizing Institution to deposit funds into Company Bank account.

- iii. Net 60 days Institution will issue traditional checks to suppliers unable to accept one of the preferred electronic methods.
- **Taxes.** Company is solely responsible for paying income, social security and other employment taxes due to the proper taxing authorities, and understands that the Institution shall not deduct such taxes from any payments to Company hereunder. Company shall also obtain and pay for all permits, licenses and fees required to perform the Services and comply with the terms of this Agreement.
- **Appropriation.** All payments hereunder, including the Fee shall be subject to the appropriation and availability of funds of Institution. If funds are not appropriated by the Institution for the Fee during any fiscal period, this Agreement shall terminate, without need for notice, on the earliest of the last day of the fiscal period for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are exhausted. The Institution shall not be obligated to make any payments in the event of non-appropriation.
- Accounting. In connection with the Services, Company shall keep and maintain separate, complete, accurate, and detailed books and records reflecting and fully disclosing: (i.) all costs and out-of-pocket expenses incurred and (ii.) all revenues billed and received. All such books and records shall be kept for a period of three (3) years after the expiration or termination of this Agreement and shall be available at a location in Chicago, Illinois, for inspection, copying, audit, and examination by the Institution or any representative of the Institution. Company shall incorporate this right to inspect, copy, audit, and examine all books and records into all subcontracts entered into by Company with respect to the Services. Moreover, upon the Institution's request, Company shall promptly furnish all such books and records to the Institution. This provision shall survive for three years after the expiration or termination of this Agreement.

6. Ownership/Confidentiality.

a. Ownership of Documents.

All materials, including but not limited to intellectual property, presentations, documents, data, studies and reports prepared, furnished or generated as a result of this Agreement shall at all times be and remain the property of the Institution ("Work Product"). At Institution's request or upon the expiration or termination of this Agreement, Company shall deliver to the Institution all finished or unfinished Work Product. Company hereby irrevocably assigns, transfers and delivers to the Institution, its successors and assigns, all right, title and interest in and to the U.S. and foreign copyright registrations, applications and renewals, if any, related to such Work Product, free and clear of any liens, claims or other encumbrances. Company will execute all documents and perform all acts that the

Institution may reasonably request in order to assist the Institution in perfecting its rights in and to Work Product.

b. <u>Confidentiality</u>.

All materials, including, but not limited to, Work Product, documents, studies, reports, information, or data, prepared by or provided to Company under this Agreement ("Materials") are confidential. Company shall not make the Materials available to a third party without the Institution's prior written consent. Company shall not issue press releases or grant press interviews related to the Services, or disseminate any information regarding the Services without the Institution's prior written consent. If Company is presented with a *subpoena duces tecum* or a request for documents by any administrative agency regarding any records, data or documents related to the Services, Company shall immediately give notice to the Institution and agrees that the Institution may contest the subpoena or request before the Materials are submitted to a court or other third party, provided, however, that Company shall not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency unless the subpoena or request is quashed or the time to produce is otherwise extended.

7. MBE/WBE. If applicable, unless waived by Institution in writing, Company must expend at least 25% of the Fee (including all modifications and amendments to it) with one or more certified minority business enterprises ("MBE") and at least 7% of the Fee (including all modifications and amendment to it) with one or more certified women's owned business enterprises ("WBE"). The Company will adhere to any and all reporting and other requirements as set forth in the Board's Minority and Women Business Enterprise Contract Participation Plan, including but not limited to the Company's response to Schedule A of the plan on file with the Office of Procurement Services. The Plan can be found at http://www.ccc.edu/services/Pages/Become-a-Vendor.aspx Failure to comply with this provision constitutes a material breach of this Agreement and may result in termination of the Agreement and other remedies.

8. Representations and Warranties.

- **a.** <u>Company Representations and Warranties.</u> In connection with this Agreement, Company represents and warrants that:
 - i. It is ready, willing and able to perform, and will perform, the Services in accordance with this Agreement; and
 - ii. No officer, agent or employee of the Institution is employed by Company or to the best of Company's knowledge, after due diligence and inquiry, has a financial interest directly or indirectly in this Agreement or the Services except as may be permitted under the Institutions' Ethics Policy. Further, Company agrees to comply with Institution's Ethics Policy and with any amendments enacted thereafter. The policy can be found on Institution's website: www.ccc.edu; and

- iii. Company shall not use any debarred or ineligible subcontractor to perform all or any portion of the Services; and
- iv. Company and its subcontractors, if any, are not currently in default and have not been in default within the past five (5) years of any contract awarded by the Institution; and
- v. Company understands the nature of the Services and all other matters that may affect this Agreement or its performance and Company has carefully examined and analyzed this Agreement and determined that the Agreement is feasible of performance in accordance with its terms; and
- vi. No representation, statement or promise, oral or written, by the Institution, its officials, agents or employees, has induced Company to enter into this Agreement or has been relied upon by Company; and
- vii. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Company. This Agreement constitutes the legal, valid and binding agreement of Company, enforceable against Company in accordance with its terms (except insofar as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies); and
- viii. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not: (i) conflict with or result in any violation of any provision of the charter or bylaws of Company, each as amended to date; or (ii) conflict with, result in any violation or breach of, constitute a default under, give rise to any right of termination or acceleration (with or without notice or the lapse of time or both) pursuant to, or result in being declared void or voidable, any term or provision of any note, bond, mortgage, indenture, lease, license, contract or other instrument to which Company is a party of or by which any of its properties or assets are or may be bound; or (iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Company; and
- ix. Professionals competent to perform the Services shall perform all Services that require the exercise of professional skill or judgment.
- **b.** <u>Institution Representations and Warranties</u>. In connection with this Agreement, the Institution represents and warrants that:
 - i. The Institution is a body politic and corporate duly organized, validly existing and in good standing under the laws of the State of Illinois. The Institution has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

- ii. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein, have been duly authorized by all requisite corporate action on the part of the Institution. This Agreement constitutes the legal, valid and binding agreement of the Institution, enforceable against the Institution in accordance with its terms (except insofar as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies; and
- the transactions contemplated hereby will not: (i) conflict with or result in any violation of any provision of the charter or bylaws of the Institution, each as amended to date; or (ii) conflict with, result in any violation or breach of, constitute a default under, give rise to any right of termination or acceleration (with or without notice or the lapse of time or both) pursuant to, or result in being declared void or voidable, any term or provision of any note, bond, mortgage, indenture, lease, license, contract or other instrument to which the Institution is a party or by which any of its properties or assets are or may be bound; or (iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Institution.
- **Indemnity.** Notwithstanding any other terms and conditions in this Agreement, including any obligations regarding insurance coverage, Company agrees to defend, indemnify, save and hold harmless fully the Institution, its Board of Trustees, agents, officers, students, volunteers, contractors and employees against any and all claims, suits or judgments, costs or expenses, including attorney's reasonable fees, (collectively "Loss") in connection with this Agreement. This indemnification obligation does not extend to that portion of a Loss caused by Institution's negligence, as determined by a court of competent jurisdiction in a final, non-appealable judicial order.
- **10.** <u>Insurance</u>. Throughout the Term, Company, at its own expense, shall provide and maintain the following insurance coverage:
 - **a.** Workers Compensation and Employers Liability. Workers Compensation as prescribed by applicable law, covering all employees who are providing the Services and Employer's Liability coverage with limits of not less than \$1,000,000.00 each accident or illness; and
 - **Commercial General Liability.** Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000.00 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage shall include the following: All premises and operations, products/completed operations, separation of insured, defense, and contractual liability (with no limitation endorsement); and

- **C.** Automobile Liability. When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Company shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000.00 per occurrence, for bodily injury and property damage; and
- **Gridelity, EPLI and Professional Liability (E&O)**. Professional liability insurance covering errors, omissions or negligent acts must be maintained with limits of not less than \$1,000,000.00 Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Prior to the execution of this Agreement, Company shall furnish the Institution with original insurance certificates evidencing the required coverage. All insurance certificates shall name the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and its officers, directors, agents, students, employees, contractors and volunteers as additional insured on a primary, noncontributory basis. Institution's failure to obtain certificates or other insurance evidence from Company shall not be deemed a waiver of this provision by the Institution. This Agreement, at Institution's sole discretion, may be terminated if Company fails to comply with this provision. All insurance policies required hereunder shall include a provision which requires the Institution to receive sixty (60) days prior written notice before coverage is substantially changed, cancelled or non-renewed. Any insurance or self-insurance programs maintained by Institution shall apply in excess of and not contribute with insurance provided by Company.

11. Termination/Remedies.

- a. <u>Termination for Convenience</u>. Notwithstanding Section 11(b) below, the Institution may terminate this Agreement, or any portion of the Services, at any time, upon five days prior written notice to Company. If this Agreement is terminated by the Institution under this Section 11, Company shall immediately deliver to the Institution all finished or unfinished materials, documents, data, studies and reports prepared by him or under his direction in connection with the Services. The Institution will pay Company for the portion of the Services satisfactorily performed by Company in those amounts accrued but not yet paid prior to the effective date of termination. Such payment to the Company shall be in full settlement for all Services.
- **Termination for Default.** Subject to Section 11(a) herein, this Agreement may also be terminated for default. Each of the following shall constitute an event of default by Company ("Default").
 - i. Any material misrepresentation, whether in the inducement or in the performance, made by the Company to the Institution; and

- ii. A breach of a representation or warranty contained in this Agreement; and
- **iii.** The insolvency, bankruptcy or committing of any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors; and
- iv. Failure to comply with or perform any material provision of this Agreement; and
- v. Failure or refusal to provide enough properly skilled personnel, adequate supervision, or adequate materials and equipment of the proper quality to perform the Services; and
- vi. Causing, by any action or omission, the stoppage, delay of, or interference with, the work of any other Company or sub-consultant.

If a court of competent jurisdiction rules that termination of this Agreement by the Institution for default of Company was wrongful, then the termination shall be deemed to have been a termination for convenience.

- **Curable and Incurable Defaults.** Time-sensitive defaults (e.g., failure to meet deadlines) are not curable unless the Institution, in its sole and absolute discretion, extends the deadline. Such extension, however, does not relieve Company of liability for any damages the Institution may suffer. Company shall cure any default that is not time-sensitive with ten (10) calendar days after Company is given notice of the default.
- **Remedies.** In addition to any other remedies contained herein, the Institution may invoke any or all of the following remedies for a Default:
 - i. Complete the Services at Company's expense, either directly or through the use of contractors and subcontractors; or
 - ii. Receive a refund or withhold all or any portion of the Fee; or
 - iii. Demand specific performance, an injunction or any other appropriate equitable remedy; or
 - **iv.** Terminate this Agreement.
- **Right to Offset.** All costs incurred by the Institution due to: (i) termination of this Agreement for default; or (ii) Company's performance of the Services; or (iii) Institution's exercise of any of the remedies available herein, may be offset by: (i) any credits due to or overpayments made by the Institution; or (ii) any payments due to Company for Services completed. If such amount offset is insufficient to cover those excess costs, Company shall be liable for and promptly remit to the Institution the balance upon written demand. This right to offset is in addition to and not a limitation on any other remedies available to the Institution.

No remedy hereunder is exclusive of any other remedy, but each remedy shall be cumulative and in addition to any other remedies at law, in equity or by statute existing now or hereafter. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power nor shall it be construed to be a waiver of any Default or acquiescence therein, and every such right and power may be exercised periodically and as often as may be deemed expedient. If the Institution considers it to be in the Institution's best interest, it may choose not to declare a default or terminate the Agreement. The parties acknowledge that this provision is solely for the benefit of the Institution and that if the Institution permits Company to continue providing Services despite one or more events of default, the Company is in no way relieved of any of its duties and obligations under the Agreement and the Institution does not waive or relinquish any of its rights.

- **12.** Additional Provisions. The parties further agree to the following provisions:
 - a. <u>Cooperation with Successors</u>. If this Agreement expires or is terminated for any reason, Company shall use its best efforts to assure an orderly transition to Institution and to the successor consultant, if any. Company must make an orderly demobilization of its own operations, provide the Services uninterrupted until the effective day of such termination or expiration, and otherwise comply with the reasonable requests and requirements of the Institution in connection with the termination or expiration.
 - **Notices.** All notices hereunder shall be in writing and either (i) delivered personally; or (ii) sent by nationally recognized express courier; or (iii) sent by certified mail (return receipt requested). Any such notice will be deemed given when actually received and addressed as follows:

If to Institution:

City Colleges of Chicago Office of the Chancellor Attn: Cheryl L. Hyman 226 W. Jackson Blvd. Chicago, IL 60606

with a copy to:

City Colleges of Chicago Office of the General Counsel Attn: Eugene L. Munin 226 W. Jackson Blvd., 14th Floor Chicago, IL 60606

If to Company:

Notices shall be sent to Company at the address listed above.

- **c.** <u>Severability</u>. The terms of this Agreement are severable and if a court of competent jurisdiction herein declares any term or provision illegal, void or unenforceable, the remainder of the provisions hereunder shall remain valid and enforceable.
- **d.** Entire Agreement. This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties. Any prior written or oral agreements or representations related to this Agreement or the Services are of no force and effect.
- e. <u>No Damages for Delay.</u> During the Term, Company is not entitled to and must make no charges or claims for damages for any delays or hindrances from any cause in connection with the Services. If Company's performance of the Services is delayed by causes beyond Company's reasonable control, at the Institution's sole option, the Institution may either terminate this Agreement or extend the time to complete the Services to reflect the extent of the delay (if extension is feasible given the project deadlines and the expectations of public performance), provided the Company has given the Institution written notice within ten days after delay begins. The notice by the Company must include a description of the reasons for the delay and the steps Company has taken or will take to mitigate the effects of the delay.
- **Names/Logos.** Institution owns all rights to the name City Colleges of Chicago and its individual colleges and to certain logos, servicemarks, trademarks and likenesses ("Marks"). Company must not use the Marks as part of Company's business or trade name, and Company must not use the Marks or sell merchandise or services with the Marks without the Institution's express written consent. Also, Company must not permit anyone else to do so.
- **Governing Law.** This Agreement shall be interpreted and governed by the laws of the State of Illinois and venue for any litigation related to this Agreement shall be in Cook County, Illinois.
- Non-Discrimination. Company shall not discriminate against any workers, employees or applicants, or any member of the public, because or race, color, religion, age, disability unrelated to ability to perform, gender, national origin or ancestry, sexual orientation, marital status, military discharge status or source of income. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. Company agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Company further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors, and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skill labor, or who may perform any labor or services in connection with this Agreement.

- observe and comply with all federal, state and local laws, rules, ordinances and regulations related to this Agreement, including, but not limited, to the Illinois Public Community College Act and the Rules for the Management & Government of the City Colleges of Chicago. Company shall also be responsible for compliance with the City Colleges of Chicago Debarment Policy. Company shall indemnify the Institution for all losses and expenses, including reasonable attorneys fees resulting from failure to comply with this provision, including, but not limited to, any fines, penalties, or corrective measures.
- **Amendments/Changes.** No modification or amendments to this Agreement shall be effective unless such amendment is in writing and signed by both parties hereto.
- **Ethics Policy**. Company agrees to comply with the Institution's Ethics Policy and with any amendments adopted thereafter. A copy of the Institution's Ethics Policy can be found at www.ccc.edu.
- **Inspector General**. It shall be the duty of each party to the agreement to cooperate with the Inspector General for City Colleges of Chicago in any investigation conducted pursuant to the Inspector General's authority under Article 2, Section 2.7.4(b) of the Board Bylaws.
- **m.** <u>Independent Contractor</u>. Company is an independent contractor and not the agent, partner or employee of the Institution. Company shall not have the authority to enter into any contract or agreement to bind Institution, and shall not represent to anyone that Company has such authority.
- **n.** <u>Assignment and Delegation</u>. Company shall not subcontract, assign, or otherwise transfer all or any portion of this Agreement, nor delegate its duties or obligations hereunder without the Institution's prior written consent.
- **Survival.** Upon the expiration or termination of this Agreement, those provisions that would by their nature survive this Agreement will so survive.
- **Third Party Beneficiaries.** Nothing contained in this Agreement is intended to confer upon any person (other than the parties hereto, the Institution Indemnified Parties and the Company Indemnified Parties) any rights, benefits or remedies of any kind or character whatsoever, and no person will be deemed a third-party beneficiary under or by reason of this Agreement.
- **Force Majeure.** Neither party will have any liability to the other for any failure or delay in performing any obligation under this Agreement due to acts of God or nature, fires, floods, strikes, civil disturbances, terrorism, or power, communications, satellite or network failures (individually and collectively "Force Majeure Event"). Either party upon prior written notice may terminate this Agreement if such Force Majeure Event continues for more than ten-(10) calendar days.

- r. <u>Counterparts</u>. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one binding agreement.
- s. <u>Conflicts</u>. In the event of a conflict between the provisions of this Agreement and the provisions of Exhibit A, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the Institution and Company have executed this Agreement as of the date written above.

Board of Trustees of Community College District No. 508, County of

Cook and State of Illinois:

Bv:

Charles R. Middleton

Chair

Banner Personnel Service, Inc.

Бу. _

Name:

Title: DRANCH

MANAGER

APPROVED AS TO LEGAL FORM:

D---

Eugene L. Munin General Counsel

EXHIBIT A SCOPE OF SERVICES

I. Scope of Services

Company will provide personnel, on an as-needed-basis, to the Institution's District Office of Finance and Office of Administrative and Procurement Services or any of the business offices at any of the seven (7) Institution locations with the following requirements/qualifications as identified below:

Category A – Accounting, Finance and Procurement Specialties:

Temporary personnel must have proven knowledge of accounting and finance specializations, including but not limited to, account receivable, account payables, bank reconciliation, cashier and cash management operations, journal entries, capital project accounting, balance sheet and income statement account analysis and reconciliation, grant accounting, operating and capital budget preparation and management; and, procurement quote preparation, requisition review, bid specification preparation and review vendor database management.

Category B – Student Finance Specialties:

Temporary professionals must be able to provide assistance with processing and awarding federal and state financial aid with knowledge of both federal and state financial aid programs to the seven (7) college campuses and the District Office. Services shall include, but not be limited to: provide direct service to students both in person and by phone, assist with mailing correspondence and filing student records, utilization of the PeopleSoft Student Administration system to process student financial aid applications and assist students with completing the financial aid process including FAFSA completion and helping students to understand their eligibility.

II. Qualifications/Requirements for all positions:

- 1. Depending on the particular placement, a bachelor's degree in accounting and/or with substantial coursework in accounting may be required; for Procurement, an Associate Degree in business, management or business operations. Bachelor's degree is preferred for Senior Buyer positions.
- 2. Two (2) or more years' experience with (depending on placement) working in an accounting, budget office or procurement.
- 3. Proficiency in ERP systems, such as PeopleSoft and Microsoft applications, especially Excel.

- 4. The temporary agency is required to conduct background checks and drug screenings of their personnel to comply with Institution's requirements prior to assignments.
- 5. Company will provide resumes and credentials of all qualified candidates to the requesting department(s) for interviews, possible testing and selection of personnel prior to assignment(s). Work start date, ending dates and work hours will depend on the requirements of the requesting department.
- 6. If the Company is unable to respond to the department's request within three (3) hours and to fill the vacancies within twenty-four (24) hours, another agency will be selected from the approved list of agencies.
- 7. In the event that any Company's temporary personnel under contract with Institution decides to apply to posted positions and is hired by Institution for a full or part-time position, no hiring fee shall be charged to Institution.

III. Job Titles

Job titles, as listed in the bid, are for bid canvassing purposes only and are not intended to be all inclusive. City Colleges reserves the right to request additional Finance and Procurement related job positions as needed.

IV. Hiring Fees

Institution may elect to fill a vacancy with agency personnel for the same position the agency personnel is performing for the fees as stated on your Bid Proposal Form, Section 5.01 — Conversion Fees.

Institution is requesting Company to provide fees for making a job offer for the agency personnel. Fees must be stated on the Bid Proposal Form, Section 5.01, Conversion fees.

In the event that any Company's temporary personnel under contract with Institution decides to apply to posted positions and is hired by Institution for a full or part-time position, no hiring fee shall be charged to Institution.

EXHIBIT B FEE SCHEDULE

Bid #MWJ1604 - Temporary Staffing Services CATEGORY A					
Premier Staffing	Grant Accountant	\$28.70	\$42.37	\$28.70	
LanceSoft	Grant Accountant	\$29.75	\$44.63	\$59.51	
Professional Dynamic	Grant Accountant	\$31.20	\$46.80	\$36.00	
Banner Personnel	Grant Accountant	\$34.27	\$51.40	\$34.27/\$51.40	
Instant Techology	Grant Accountant	\$37.00	\$44.63	\$59.51	
Manpower Group	Grant Accountant	\$38.00 - \$65.00	\$45.00 - \$97.50	\$38.00 - \$65.00	
Abacus Service	Grant Accountant	\$39.76	\$53.68	\$53.68	
Accounting Principals	Grant Accountant	\$42 .00 - \$48.00	\$63.00 - \$69.50	\$63.00 - \$69.50	
Addison Group	Grant Accountant	\$42.92	No bid	No bid	

Banner Personnel	Bookstore Clerk	\$14.90	\$22.35	\$14.90/\$22.35
Premier Staffing	Bookstore Clerk	\$16.51	\$24.38	\$16.51
Accounting Principals	Bookstore Clerk	\$17.00 - \$19.00	\$25.00 - \$27.50	\$25.00 - \$27.50
Abacus Service	Bookstore Clerk	\$17.04	\$23.00	\$23.00
Manpower Group	Bookstore Clerk	\$17.13 - \$19.27	\$25.69 - \$28.90	\$17.13 - \$19.27
LanceSoft	Bookstore Clerk	\$20.97	\$31.45	\$41.93
Professional Dynamic	Bookstore Clerk	\$23.00	\$32.00	\$26.00
Instant Technology	Bookstore Clerk	\$25.00	\$25.00	\$25.00
Addison Group	Bookstore Clerk	\$26.05	No Bid	No Bid

Premier Staffing	System Analyst	\$31.75	\$46.88	\$31.75
Banner Personnel	System Analyst	\$37.25	\$55.87	\$37.25 /\$55.87
Manpower Group	System Analyst	\$42.00 - \$72.00	\$63.00 - \$108.00	\$42.00 - \$72.00
LanceSoft	System Analyst	\$45.68	\$68.53	\$91.37
Accounting Principals	System Analyst	\$47.00 - \$50.00	\$70.00 - \$74.50	\$70.00 - \$73.50
Professional Dynamic	System Analyst	\$52.00	\$87.75	\$43.50
Abacus Service	System Analyst	\$53.96	\$72.85	\$72.85
Instant Technology	System Analyst	\$56.00	\$56.00	\$56.00
Addison Group	System Analyst	\$89.39	No Bid	No Bid

Page 1 of 7

Premier Staffing	Budget Analyst	\$29.70	\$43.86	\$29.70
Banner Personnel	Budget Analyst	\$37.25	\$55.87	\$37.25 /\$55.87
LanceSoft	Budget Analyst	\$41.20	\$61.80	\$82.40
Manpower Group	Budget Analyst	\$42.00 - \$72.00	\$63.00 - \$108.00	\$42.00 - \$72.00
Instant Technology	Budget Analyst	\$43.00	\$43.00	\$43.00
Abacus Service	Budget Analyst	\$45.44	\$61.35	\$61.35
Accounting Principals	Budget Analyst	\$47.00 - \$51.00	\$70.00 - \$74.50	\$70.00 - \$74.50
Professional Dynamic	Budget Analyst	\$49.50	\$74.00	\$54.50
Addison Group	Budget Analyst	\$65.75	No Bid	No Bid

Premier Staffing	Financial Analyst	\$31.43	\$46.41	\$31.43
Banner Personnel	Financial Analyst	\$37.25	\$55.87	\$37.25 /\$55.87
Manpower Group	Financial Analyst	\$38.00 - \$65.00	\$45.00 - \$97.50	\$38.00 - \$65.00
LanceSoft	Financial Analyst	\$40.99	\$61.48	\$81.97
Accounting Principals	Financial Analyst	\$42.00 - \$47.00	\$63.00 - \$69.50	\$63.00 - \$69.50
Abacus Service	Financial Analyst	\$45.44	\$61.35	\$61.35
Instant Technology	Financial Analyst	\$51.00	\$51.00	\$51.00
Professional Dynamic	Financial Analyst	\$51.00	\$78.00	\$57.00
Addison Group	Financial Analyst	\$55.41	No Bid	No Bid

Premier Staffing	Business Analyst	\$31.43	\$46.41	\$31.43
Banner Personnel	Business Analyst	\$37.25	\$55.87	\$37.25 /\$55.87
LanceSoft	Business Analyst	\$46.18	\$69.28	\$92.37
Professional Dynamic	Business Analyst	\$52.00	\$81.00	\$59.00
Manpower	Business Analyst	\$52.00 - \$90.00	\$78.00 - \$135.00	\$52.00 - \$90.00
Accounting Principals	Business Analyst	\$53.00 - \$56.00	\$79.00 ~ \$83.50	\$79.00 - \$83.50
Abacus Service	Business Analyst	\$56.80	\$76.68	\$76.68
Instant Technology	Business Analyst	\$60.00	\$60.00	\$60.00
Addison Group	Business Analyst	\$61.30	No Bid	No Bid

Banner Personnel	Project Manager	\$34.27	\$51.40	\$34.27/\$51.40
Accounting Principals	Project Manager	\$43.00 - \$46.00	\$63.00 - \$65.50	\$63.00 - \$65.50
Premier Staffing	Project Manager	\$54.61	\$80.63	\$54.61
Professional Dynamic	Project Manager	\$57.00	\$96.00	\$69.00
LanceSoft	Project Manager	\$59.08	\$88.61	\$118.15
Instant Technology	Project Manager	\$65.00	\$65.00	\$65.00
Abacus Service	Project Manager	\$71.00	\$95.85	\$95.85
Manpower Group	Project Manager	\$75.00 - \$120.00	\$112.50 - \$180.00	\$75.00 - \$120.00
Addison Group	Project Manager	No Bid	No Bid	No Bid

Banner Personnel	Grant System Specialist	\$29.80	\$44.70	\$29.80/\$44.70
Professional Dynamic	Grant System Specialist	\$34.50	\$51.75	\$39.50
Premier Staffing	Grant System Specialist	\$36.42	\$53.76	\$36.42
Lancesoft	Grant System Specialist	\$37.84	\$56.76	\$75.68
Abacus Service	Grant System Specialist	\$41.18	\$55.60	\$55.60
Instant Technology	Grant System Specialist	\$42.00	\$42.00	\$42.00
Accounting Principals	Grant System Specialist	\$60.00 - \$62.00	\$90.00 - \$93.50	\$90.00 - \$93.50
Manpower Group	Grant System Specialist	\$64.00 - \$98.00	\$96.00 - \$147.00	\$64.00 - \$98.00
Addison Group	Grant System Specialist	No Bid	No Bid	No Bid

g : C. II:	6. 6. 4	÷20.22	620.00	420.22
Premier Staffing	Staff Assistant	\$20.32	\$30.00	\$20.32
Banner Personnel	Staff Assistant	\$23.84	\$35.76	\$23.84/\$35.76
Professional Dynamic	Staff Assistant	\$25.00	\$36.00	\$29.00
LanceSoft	Staff Assistant	\$27.36	\$41.05	\$54.73
Abacus Service	Staff Assistant	\$28.40	\$38.34	\$38.34
Manpower Group	Staff Assistant	\$28.72 - \$34.46	\$43.08 - \$51.69	\$28.72 - \$34.46
Accounting Principals	Staff Assistant	\$31.00 - \$34.00	\$46.00 - \$49.50	\$46.00 - \$49.50
Instant Technology	Staff Assistant	\$35.00	\$35.00	\$35.00
Addison Group	Staff Assistant	\$42.92	No Bid	No Bid

Page 3 of 7

Manpower Group	Senior Buyer	\$34.46 - \$37.33	\$51.69 - \$55.95	\$34.46 - \$37.33
Premier Staffing	Senior Buyer	\$35.56	\$52.50	\$35.56
Banner Personnel	Senior Buyer	\$37.25	\$55.87	\$37.25/\$55.87
Addison Group	Senior Buyer	\$38 45	No Bid	No Bid
LanceSoft	Senior Buyer	\$44.83	\$67.25	\$89.67
Accounting Principals	Senior Buyer	\$48.00 - \$55.00	\$72.00 - \$78.00	\$72.00 - \$78.00
Professional Dynamic	Senior Buyer	\$52.00	\$85.50	\$62.00
Instant Technology	Senior Buyer	\$53.00	\$53.00	\$53.00
Abacus Service	Senior Buyer	\$56.80	\$76.68	\$76.68
Manpower	Buyer	\$28.72 - \$34.46	\$43.08 - \$51.69	\$28.72 - \$34.46
Premier Staffing	Buyer	\$29.21	\$43.13	\$29.21
Addison Group	Buyer	\$29.84	No Bid	No Bid
Banner Personnel	Buyer	\$34.27	\$51.40	\$34.27/\$51.40
LanceSoft	Buyer	\$35.44	\$53.16	\$70.88
Accounting Principals	Buyer	\$43.00 - \$48.00	\$73.00 - \$79.00	\$73.00 - \$78.00
Instant Technology	Buyer	\$44.00	\$44.00	\$44.00
Professional Dynamic	Buyer	\$45.00	\$67.50	\$50.00
Abacus Service	Buyer	\$49.70	\$67.09	\$67.09
Premier Staffing	Assistant Buyer	\$25.08	\$37.03	\$25.08
Banner Personnel	Assistant Buyer	\$26.82	\$40.23	\$26.82/\$40.23
Manpower Group	Assistant Buyer	\$28.72 - \$34.46	\$43.08 - \$51.69	\$28.72 - \$34.46
Lancesoft	Assistant Buyer	\$30.74	\$46.11	\$61.48
Addison Group	Assistant Buyer	\$31.26	No Bid	No Bid
Accounting Principals	Assistant Buyer	\$35.00 - \$38.00	\$53.00 - \$58.00	\$53.00 - \$78.00
Accounting Principals	Assistant Buyer	\$35.00 - \$38.00	\$53.00 - \$58.00	\$53.00 - \$78.00
Abacus Service	Assistant Buyer	\$35.50	\$47.93	\$47.93

Assistant Buyer

Professional Dynamic

Page \$37.50

\$56.25

\$42.50

Bid #MWJ1604 - Temporary Staffing Services **CATEGORY B** Monday-Friday up Bidders to 40 hours Over 40 Hours Sat/Sun Job Titles **Hourly Rate Hourly Rate Hourly Rate** Manpower Group **Financial Aid Specialty** \$18.55 - \$22.84 \$27.82 - \$34.26 \$18.55 - \$22.84 LanceSoft Financial Aid Specialty \$20.16 \$40.81 \$40.31 Accounting Principals Financial Aid Specialty \$22.00 - 24.00 \$33.00 - \$36.00 \$33.00 - \$36.00 Premier Staffing Financial Aid Specialty \$27.94 \$41.25 \$27.94 Banner Personnel Financial Aid Specialty \$29.80 \$44.70 \$29.80/\$44.70 Financial Aid Specialty Professional Dynamic \$37.50 \$56.25 \$42.00 Instant Technology **Financial Aid Specialty** \$38.00 \$38.00 \$38.00 Abacus Service Financial Aid Specialty \$45.44 \$61.35 \$61.35 NO BID Addison Group Financial Aid Specialty NO BID NO BID Premier Staffing Financial Aid Advisor \$21.27 \$31.41 \$21.27 \$22.84 - \$28.55 \$34.26 - \$42.82 \$22.84 - \$28.55 Financial Aid Advisor Manpower Group LanceSoft Financial Aid Advisor \$24.00 \$48.61 \$48.00 Accounting Principals Financial Aid Advisor \$28.00 - \$30.00 \$42.00 - \$45.00 \$42.00 - \$45.00 \$29.80/\$44.70 Banner Personnel Financial Aid Advisor \$29.80 \$44.70 Professional Dynamic Financial Aid Advisor \$32.45 \$48.67 \$39.00 Instant Technology Financial Aid Advisor \$38.00 \$38.00 \$38.00 Abacus Service Financial Aid Advisor \$49.70 \$67.10 \$67.10 NO BID Addison Group **Financial Aid Advisor** NO BID NO BID LanceSoft Financial Aid Analyst \$20.64 \$41.80 \$41.28 Manpower Group Financial Aid Analyst \$22.84 - \$28.55 \$34.26 - \$42.82 \$22.84 - \$28.55 Banner Personnel Financial Aid Analyst \$29.80 \$44.70 \$29.80/\$44.70 Premier Staffing Financial Aid Analyst \$31.75 \$46.88 \$31.75 Instant Technology Financial Aid Analyst \$35.00 \$35.00 \$35.00 Accounting Principals Financial Aid Analyst \$37.00 - \$39.00 \$55.00 - \$58.00 \$55.00 - \$57.00 Financial Aid Analyst Abacus Service \$51.12 \$69.00 \$69.00

Page 5 of 7

\$51.92

NO BID

\$77.88

NO BID

Financial Aid Analyst

Financial Aid Analyst

Professional Dynamic

Addison Group

\$56.92

NO BID

Manpower Group	Financial Aid Processor	\$18.55 - \$22.84	\$27.82 - \$34.26	\$18.55 - \$22.84
Premier Staffing	Financial Aid Processor	\$19.56	\$28.88	\$19.56
LanceSoft	Financial Aid Processor	\$21.24	\$43.00	\$42.47
Banner Personnel	Financial Aid Processor	\$23.84	\$35.76	\$23.84/\$35.76
Professional Dynamic	Financial Aid Processor	\$24.00	\$36.00	\$29.00
Accounting Principals	Financial Aid Processor	\$30.00 - \$33.00	\$45.00 - \$48.00	\$45.00 - \$48.00
Instant Technology	Financial Aid Processor	\$31.00	\$31.00	\$31.00
Abacus Service	Financial Aid Processor	\$34.08	\$46.00	\$46.00
Addison Group	Financial Aid Processor	NO BID	NO BID	NO BID

Manpower Group	Scholarship Coordinator	\$18.55 - \$22.84	\$27.82 - \$34.26	\$18.55 - \$22.84
Banner Personnel	Scholarship Coordinator	\$23.84	\$35.76	\$23.84/\$35.76
LanceSoft	Scholarship Coordinator	\$24.62	\$49.86	\$49.25
Professional Dynamic	Scholarship Coordinator	\$29.56	\$44.34	\$34.56
Premier Staffing	Scholarship Coordinator	\$29.85	\$44.06	\$29.85
Accounting Principals	Scholarship Coordinator	\$30.00 - \$33.00	\$45.00 - \$48.00	\$45.00 - \$48.00
Abacus Service	Scholarship Coordinator	\$35.50	\$47.93	\$47.93
Instant Technology	Scholarship Coordinator	\$38.00	\$38.00	\$38.00
Addison Group	Scholarship Coordinator	NO BID	NO BID	NO BID

Manpower Group	Financial Aid Officer	\$22.84 - \$28.55	\$34.26 - \$42.82	\$22.84 - \$28.55	
LanceSoft	Financial Aid Officer	nancial Aid Officer \$25.31		\$50.63	
Accounting Principals	Financial Aid Officer	\$29.00 - \$31.00	\$43.00 - \$46.00	\$43.00 - \$46.00	
Banner Personnel	Financial Aid Officer	\$34.27	\$51.40	\$34.27/\$51.40	
Professional Dynamic	Financial Aid Officer	\$37.50	\$56.25	\$42.50	
Premier Staffing Financial Aid Office		\$39.06	\$57.66	\$39.06	
Abacus Service	Financial Aid Officer	\$42.60	\$57.50	\$57.50	
Instant Technology	Financial Aid Officer	\$43.00	\$43.00	\$43.00	
Addison Group	Financial Aid Officer	NO BID	NO BID	NO BID	

i.anceSoft	Financial Aid System Specialist	\$21.98	\$44.51	\$43.96	
Lanceson	Financial Alo System Specialist	221.30	J.4411	\$43.90	
Manpower Group	Financial Aid System Specialist	\$22.84 - \$28.55	\$34.26 - \$42.82	\$22.84 - \$28.55	
Banner Personnel	Financial Aid System Specialist	\$29.80	\$44.70	\$29.80/\$44.70	
Permier Staffing	Financial Aid System Specialist	\$36.39	\$53.72	\$36.39	
Accounting Principals	Financial Aid System Specialist	\$39.00 ~ \$42.00	\$59.00 - \$63.00	\$59.00 - \$63.00	
Professional Dynamic	Financial Aid System Specialist	\$40.00	\$60.00	\$45.00	
Instant Technology	Financial Aid System Specialist	\$42.00	\$42.00	\$42.00	
Abacus Service	Financial Aid System Specialist	\$56.80	\$76.68	\$76.68	
Addison Group	Financial Aid System Specialist	NO BID	NO BID	NO BID	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/29/2016

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).

PRODUCER	NAME: Elissa Jenkins				
Assurance Agency, Ltd.	PHONE (A/C, No. Ext): (847) 463-7317 (A/C, No.)	847) 440-9126			
One Century Centre 1750 E. Golf Road	ADDRESS.ejenkins@assuranceagency.com				
Schaumburg IL 60173	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A : Zurich American Insurance Co	16535			
INSURED	INSURER B : American Guarantee & Liab	26247			
Banner Personnel Service, Inc.	INSURER C: Milwaukee Casualty Insurance Co.				
1717 N. Naper Blvd.	INSURER D:				
Suite 106 Naperville IL 60563	INSURER E :				
Traportino in Second	INSURER F:				

COL	/ED	A	CE	C

CERTIFICATE NUMBER: 964781568

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.

NSR	TYPE OF INSURANCE	ADDL		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY			PRA969849204	3/1/2016	3/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$3,000,000
	POLICY PRO- X LOC							\$
A	AUTOMOBILE LIABILITY			PRA969849204	3/1/2016	3/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	S
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	s
								S
В	X UMBRELLA LIAB X OCCUR			UMB946744004	3/1/2016	3/1/2017	EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	s
	DED X RETENTION \$0							S
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MWC1011323	12/31/2015	12/31/2016	X WC STATU- OTH- TORY LIMITS ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A				E.L. EACH ACCIDENT	\$1,000,000	
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

Proof of Insurance

CERTIFICATE HOLDER	CANCELLATION
Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	Daniel & Garas