

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2011-0632

Innoprise Contract #: C12-0062

Year: 2012

Amount: \$25,800.00

Department: IT - Norm Johnson

Contract Type: Services

Contractors Name: New Horizons Computer Learning Centers, Inc.

Contract Description: Microsoft Office 2010 User Training

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100

www.orland-park.il.us



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich

June 14, 2012

Mr. Dean Ramirez
New Horizons Computer Learning Centers
200 West Monroe
Suite 900
Chicago, Illinois 60606

RE: ***NOTICE TO PROCEED***
Microsoft Office 2012 User Training

Dear Mr. Ramirez:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of June 8, 2012

Please contact Norm Johnson at 708-403-6210 to arrange the commencement of the work.

The Village has processed Purchase Order #12-001340 for this contract/service and included it with this mailing. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated May 31, 2012 in an amount not to exceed Twenty Five Thousand Eight Hundred and No/100 (\$25,800.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:
CC: Norm Johnson

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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Orland Park, IL 60462
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May 31, 2012

Mr. Dean Ramirez
New Horizons Computer Learning Centers
200 West Monroe Street
Chicago, Illinois

NOTICE OF AWARD – Microsoft Office 2010 User Training

Dear Mr. Ramirez:

This notification is to inform you that on October 17, 2011, the Village of Orland Park Board of Trustees approved awarding New Horizons Computer Learning Centers the contract in accordance with the proposal you submitted dated September 9, 2011, revised May 15, 2012, for Microsoft Office 2010 User Training for an amount not to Twenty Five Thousand Eight Hundred and No/100 (\$25,800.00) Dollars.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by June 14, 2012.

1. Enclosed is the Contract for Microsoft Office 2010 User Training. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Also enclosed are the Certifications and Insurance Requirements. Please complete the Certifications and return them directly to me.
3. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,
Denise Domalewski
Contract Administrator

cc: Norm Johnson

**VILLAGE OF ORLAND PARK
OFFICE 2010 TRAINING
(Contract for Services)**

This Contract is made this **31st day of May, 2012** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and New Horizons Computer Learning Centers, Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

This Contract

The Terms and Conditions

The Proposal submitted by Contractor on May 15, 2012, to the extent it does not conflict with this contract.

All Certifications required by the Village

Certificates of insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Onsite Office 2010 user training, including 6 months post class support, access to E-Learning and free re-take policy as further described in the proposal dated May 15, 2012

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services: an amount not to exceed Twenty-Five Thousand Eight Hundred and No/100 (\$25,800.00) Dollars billed at \$1,075 per day for 12 days of training.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon mutually agreed upon dates as determined by the Village and continue until final completion. All classes should be scheduled prior to December 31, 2012. This Contract shall terminate six months from completion of the last , but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

**To the VILLAGE:
Denise Domalewski
Contract Administrator
Village of Orland Park**

**14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us**

**To the CONTRACTOR:
Dean Ramirez
Account Executive
New Horizons Computer Learning
Centers, Inc.
200 West Monroe, Suite 900
Chicago, Illinois 60606
Telephone: 312-676-3986
Facsimile: 312-726-3793
e-mail:
Dean.Ramirez@nhgreatlakes.com
Cell: 847-361-3894**

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar

services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE

By: 

Print Name: Paul G. Grimes
Village Manager

Title: _____

Date: 6/1/12

FOR: THE CONTRACTOR

By: 

Print Name: DEAN RAMIREZ

Title: ACCOUNT EXECUTIVE

Date: 6-6-12

New Horizons Government Learning Solutions



MS Word and Excel 2010 Training Proposal for: Village of Orland Park

Submitted by:

New Horizons Computer Learning Centers, Inc.

5/15/2012

GSA Contract No: GS-35F-0140J

Tax ID: 33-0479763

Duns: 792997074

Cage Code: 1LNP1

**Dean Ramirez
Account Executive
New Horizons CLC
Phone: (312) 676-3986
E-mail: dean.ramirez@nhgreatlakes.com**

**New Horizons
Government Learning Solutions**



Schedule
Contract GS-35F-0140J



Proposal for The General Services Administration

May 15, 2012

Mr. Johnson,

Thank you for giving New Horizons Computer Learning Centers, Inc. the opportunity to submit this proposal for meeting your employee's development needs. Based on our understanding of your business initiatives and training requirements, we are confident that our Integrated Learning solution is ideally suited to meet your requirements.

Integrated Learning offers our customers the unprecedented flexibility to develop a training solution that is optimized for your requirements. Here is why New Horizons continues to be the leading IT training organization:

- **New Horizons is the largest independent IT training company with 300 locations in 60 counties.**
- New Horizons has the benefits of a large, stable business partner coupled with the customer service of a local organization.
- New Horizons provides a Choice of training delivery methods to meet your current and future business needs.
- New Horizons offers the best value for your training budget

Thank you for your consideration, and I look forward to discussing a partnership between our organizations.

Sincerely,

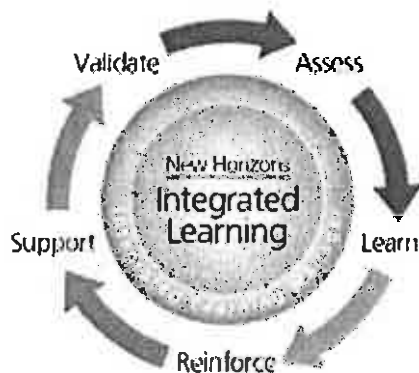
Dean Ramirez
Account Executive
New Horizons Computer Learning Centers of the Great Lakes

New Horizons Executive Overview

The New Horizons Integrated Learning model provides a complete lifecycle to the learning process.

Integrated Learning is a comprehensive approach to training that guides each learner through all stages of their learning lifecycle. It consists of five elements – Assess, Learn, Reinforce, Support and Validate – and combines classroom and eLearning products and services to create the most effective learning experience available in the industry.

Each phase in the model represents a component of the complete learning lifecycle. It is an approach that presents the New Horizons total solution in a simple, yet comprehensive manner designed for the adult learner who learns best by combining visual, audio and hands-on learning methods throughout the overall experience.



- Learn** Select the blend of classroom and online training that best fits your learning needs, budget and schedule.
- Reinforce** From hands-on labs to reference materials to practice exams, your learning experience is enhanced by a host of resources.
- Support** With access to services and resources such as our Help Desk, a personalized My New Horizons Web site, and tracking and reporting capabilities, support is always close at hand.
- Validation** Through certification exams, course evaluations and post-class assessments and surveys, you know you are achieving your desired learning goals.

New Horizons Overview

New Horizons Computer Learning Centers offers high quality, computer and business skills training, including desktop and technical applications. We offer a variety of flexible learning options, including three different types of Instructor Led training; (1) Traditional instructor led classroom instruction, (2) Mentored Learning and (3) Virtual instructor led training (Online Live). We also offer self-paced e-learning (Online Anytime). New Horizons also offers pre and post individual and organizational assessments as well as industry standard certification testing. This blending of learning methods makes New Horizons more dynamic and applicable to unique training requirements.



Background Information

Training Needs and Objectives

Based on The Village of Orland Park's initiative of getting a staff of 288 people trained in Microsoft Word, and Excel 2010. I've outlined the following:

MS Word and Excel 2010	Retail Rate	GSA Rate	TOTAL COST Based on GSA rate
Application Onsite Training Instructor and Manuals For 288 Students (\$1,075.00 per day of training) x (24 days of training) = \$25,800.00	\$28,800.00 (\$1,200.00 x 24 days)	\$1,075.00 (12 Students per day)	\$25,800.00 (\$89.58 student / day)

There is a maximum limit of 12 Students per day / course. There will be an additional charge of \$89.58 per student, over the 12 student limit.

- New Horizons is able to customize course content, allowing your organization to focus on the specific training required.
- Pre class assessments to accurately determine placement.
- New Horizons offers 6 months post class support, access to E-learning and free re-take policy, *(please note, free retake classes are fulfilled via open enrollment at one of our Chicago land locations)*

Relationship Management

We pride ourselves on exceptional customer service. The Village of Orland Park will receive dedicated account support to ensure a rewarding and responsive training experience. Your New Horizons team consists of:

Your New Horizons Team

Team Member

Dean Ramirez
Account Executive
312-676-3986

Jessica Espinoza
Account Executive Assistant
312-676-3987

Responsibilities

Primary contact
Monthly Reviews
Problem Resolution

Secondary contact
Class Scheduling
Cancellations



Business Issues

Cancellation Policy

Open Enrollment Instructor -Led Technical Classes

If you cannot attend the class for which you hold a reservation, you must notify your Account Executive 10 or more business days prior to your class. No refund will be issued if you cancel less than ten business days prior to class date.

Open Enrollment End-User Classes at New Horizons

New Horizons Computer Learning Center must be notified by fax, phone or e-mail of student cancellations or rescheduling 5 or more business days prior to date of class or a 100% charge may result.

Private Group End User Application or Technical Classes

New Horizons Computer Learning Center must be notified by fax, phone or e-mail of class cancellations or class rescheduling 10 or more business days prior to date of class or a 100% charge may result.

Self-Paced e-learning (OLA) Training Courses

Web-Based training courses may be upgraded to equivalent Instructor-led courses, provided such an upgrade is made within 30 days of receipt of your password, and provided that you have not completed more the 20% of the class.

Payment Terms

New Horizons Computer Learning Centers of Chicago requires payment net 30 days from the date of invoice with a company Purchase Order. Otherwise, payment is due prior to the class date.



Proposal for The General Services Administration

Acceptance

The undersigned hereby acknowledges and represents that he/she has the authority to execute on behalf of the Customer.

By signing this Proposal you are confirming that you have read, understand and agree to the terms and conditions of the associated product or service agreement, the Late Cancellation and No Show policy as stated within this Proposal and on our website at www.nhgreatlakes.com. I further understand that New Horizons reserves the right to cancel classes at any time.

Refund Policy: There will be no refunds issued for prepaid product or services, including but not limited to: training coupons, technical certification packages, club memberships, Mentored Learning, Online ANYTIME, Online LIVE, Online Books and single-seat enrollments.

I understand and agree to the terms as specified in this proposal to enter into an agreement with New Horizons of Chicago. To receive these discount levels New Horizons of Chicago is asking for a commitment of \$25,800 to be allocated to New Horizons Computer Learning Centers of Chicago. These funds will be billable against all training authorized by The Village of Orland Park. Training and customer feedback are evaluated after each course to help insure a positive return on The Village of Orland Park's investment. All invoicing and training authorization will be processed through: The Village of Orland Park.

Authorized Signature

Paul G. Grimes
Village Manager

Title

Date

Next Steps

Thank you for the opportunity to present this proposal for your consideration. Upon acceptance of this proposal we will begin the next steps necessary to get this project started. If you have any questions, please contact me anytime at 312-676-3986.

Dean Ramirez
Account Executive
New Horizons Computer Learning Centers of Chicago

Jason Panici
Sales Manager
New Horizons Computer Learning Centers of Chicago

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

Corporation: State of Incorporation: _____
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

New Horizons Great Lakes Holding Corporation
Business Name

(Corporate Seal)

Gary G. Abernathy
Signature

GARY Abernathy
Print or type name

Vice President of Sales and Marketing
Title

6/7/12
Date

New Horizons Computer Learning Centers – Great Lakes

Officers:

Mark A McManus Sr – Chairman

Mark A McManus Jr – CEO

John D Morgan – CFO

Date of Incorporation : June 18, 2001

The corporation is authorized to do business in Illinois through N H Chicago LLC which we own 100% of.

TAX CERTIFICATION

I, GARY Abernathy, having been first duly sworn depose and state as follows:

I, GARY Abernathy, am the duly authorized agent for Man Horizons Computer Learning Centers, which has submitted a proposal to the Village of Orland Park for

MICROSOFT OFFICE 2010 TRAINING and I hereby certify
(Name of Project)

that Man Horizons Computer Learning Centers is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: Gary G. Abernathy

Title: VP of Sales and Marketing

Subscribed and Sworn To
Before Me This 7th Day
of June, 2012

Deborah S. Goetz
Notary Public

DEBORAH S. GOETZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Nov 29, 2017
ACTING IN COUNTY OF Wayne

**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, GARY Abernathy, being first duly sworn certify and say
that I am Vice President of Sales and Marketing

(insert "sole owner," "partner," "president," or other proper title)

of New Horizons Computer Learning Center - Great Lakes, the Prime Contractor
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois
Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United
States.

Gary G. Abernathy
Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 7th Day
of JUNE, 2012

Deborah S. Goetz
Notary Public

DEBORAH S. GOETZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Nov 28, 2017
ACTING IN COUNTY OF Wayne

EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: By S. Abernethy

ATTEST: Deborah S. G...

DATE: JUNE 7, 2012

SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, Gary Abernathy, having submitted a proposal for New Horizons Computer Learning Centers
(Name) (Name of Contractor)

for Microsoft OFFICE 2010 Training to the Village of Orland Park, hereby
(General Description of Work Proposed on)

certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: Gary G. Abernathy
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 7 Day
of June, 2012

Deborah S. Goetz
Notary Public

DEBORAH S. GOETZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Nov 29, 2017
ACTING IN COUNTY OF Wayne

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$5,000,000 – Each Occurrence \$5,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 6 DAY OF June, 2012

Signature

Dan Connors

Printed Name & Title

Authorized to execute agreements for:

New Horizons

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

OP ID: AV

DATE (MM/DD/YYYY)

06/04/12

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).

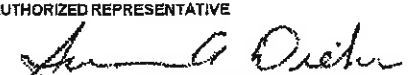
PRODUCER Hylant Group Inc - Ann Arbor 24 Frank Lloyd Wright Dr J4100 Ann Arbor, MI 48105 David Harlock	734-741-0044	CONTACT NAME:	
	734-741-1850	PHONE (A/C No. Ext):	FAX (A/C No.):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #	NEWHO-5
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED M&J, LLC New Horizons Computer Learning Centers; NH West Michigan LLC 14115 Farmington Road Livonia, MI 48154	INSURER A: Indiana Insurance Company		022659
	INSURER B: Consolidated Insurance Company		022640
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes contractual GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CBP8237935	01/01/12	01/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA8231236	01/01/12	01/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0		CU8234136	01/01/12	01/01/13	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC8891052	02/06/12	01/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Crime		CBP8237935	01/01/12	01/01/13	500,000
A	Errors & Omissions		CBP8237935	01/01/12	01/01/13	1M/1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)
 Re - Microsoft Office 2010 User Training. Additional Insured for General Liability and Automobile Liability, primary and non-contributory basis, as required by written contract - The Village of Orland Park, and their respective officers, trustees, directors, employees and agents.

CERTIFICATE HOLDER ORLV01 Village of Orland Park 14700 Ravinia Avenue Orland Park, IL 60462	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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NOTEPAD:

HOLDER CODE ORLVI01
INSURED'S NAME M&J, LLC

NEWHO-5
OP ID: AV

PAGE 2
DATE 06/04/12

Waiver of Subrogation on General Liability and Workers' Compensation in favor of The Village of Orland Park, and their respective officers, trustees, directors, employees and agents.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Forming a part of

Policy Number:	
Coverage Is Provided In	
Named Insured:	Agent:
	Agent Code: Agent Phone:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE