



REQUEST FOR QUALIFICATIONS (RFQ)

07-19-006 - Qualification Based Selection of Architectural and Engineering Design Services for the Construction of the Proposed Student Life Link

Due in the Purchasing Office on/before: Wednesday, August 14, 2019 at 1:00 p.m.

Waubonsee Community College (WCC) seeks submittals from qualified professional architectural service providers to provide complete **architectural and engineering design services for the construction of the proposed Student Life Link**. These services include but are not limited to all aspects of new construction, interior design, space utilization, and construction administration services.

PROPOSED SCHEDULE

- | | |
|---------------------------------------|------------------------------|
| ❖ RFQ issued | July 24, 2019 |
| ❖ MANDATORY Pre-proposal meeting | August 1, 2019 at 10:00 a.m. |
| ❖ Last day for submittal of questions | August 9, 2019 at 3:00 p.m. |
| ❖ Submittals due | August 14, 2019 at 1:00 p.m. |
| ❖ First round of interviews | TBD |
| ❖ Second interview | TBD |
| ❖ Presentation to Board of Trustees | September 18, 2019 |
| ❖ Board Approval Action | October 23, 2019 |
| ❖ Contract execution | TBD |
| ❖ Preliminary kick-off meeting | TBD |

A MANDATORY Pre-Proposal Meeting will be Thursday, August 1 at 10:00 a.m. CST at the Sugar Grove campus, Student Center, Room 106. The purpose of the meeting is to allow potential submitters an opportunity to present questions and obtain clarification relative to any facet of the solicitation. Attendance at this meeting will be a prerequisite for participation.

Sugar Grove
Rt. 47 at Waubonsee Drive
Sugar Grove, IL 60554-9454
(630) 466-7900

Aurora Downtown
18 S. River St.
Aurora, IL 60506-4131
(630) 801-7900

Aurora Fox Valley
2060 Ogden Ave.
Aurora, IL 60504-7222
(630) 585-7900

Plano
100 Waubonsee Drive
Plano, IL 60545-2276
(630) 552-7900

REQUEST FOR QUALIFICATIONS (RFQ)

CONTENTS

PROPOSED SCHEDULE1

EXECUTIVE SUMMARY3

HISTORY OF WAUBONSEE COMMUNITY COLLEGE.....3

VISION, VALUES AND MISSION.....5

CAMPUS PROFILE AND DEMOGRAPHICS.....6

GENERAL INFORMATION.....7

CONFIDENTIALITY & SUBMITTAL OWNERSHIP8

SCOPE OF WORK.....8

QUALIFICATIONS OF FIRMS9

EVALUATION AND SELECTION.....9

SUBMITTAL REQUIREMENTS AND FORMAT10

AUTHORIZATION OF RESPONSE13

STATE OF ILLINOIS BUSINESS ENTERPRISE FOR MINORITIES, FEMALES, AND PERSONS WITH
DISABILITIES ACT INFORMATION.....14

WAUBONSEE COMMUNITY COLLEGE - STANDARD TERMS AND CONDITIONS.....15

INSURANCE AND INDEMNITY REQUIREMENTS19

EXECUTIVE SUMMARY

The intent of this Request for Qualifications (RFQ) is to utilize the Qualification Based Selection (QBS) process to determine an architectural services provider to provide design and engineering services to facilitate the new construction of the Student Life Link (SLL). The SLL is proposed building that was identified in the college’s newly completed 2019 Facilities Renovation and Space Utilization Plan. This building will serve as a connection between Collins Hall and the Student Center. Both existing buildings are of differing architectural styles and it will be challenging to connect the two buildings and create a connection that combines the two buildings while at the same time defines its own identity. The proposed building site is in close proximity to several mature oak trees as well as being located within the drainage path of Huntoon Lake.

HISTORY OF WAUBONSEE COMMUNITY COLLEGE

Waubonsee Community College has been meeting the educational needs of our community since 1966. Established as a two-year public institution of higher learning, it came into existence in August 1966 when the electorate of 12 school districts in most of Kane and portions of Kendall, DeKalb, LaSalle and Will Counties voted to establish Community College District 516. Today, the district encompasses nearly 600 square miles and has an assessed valuation of approximately \$7.9 billion.



From the beginning, the college’s philosophy has been that education is the cornerstone of a literate, democratic society; learning is a lifelong process; and the pursuit of knowledge must be supported by institutional policies demonstrating accessibility, service, quality, innovation and value.

With the objective of meeting the lifelong learning needs of the community, the college truly began taking shape in early 1967, as the college’s first president assumed his duties and subsequently began assembling a staff, developing a multilevel curriculum and locating classroom space. However, the college still needed a name, and for that, the school called upon its community.

A district-wide naming contest was held in March of 1967. From among the 600 entries, the name suggested by both Susan Miller, of Aurora, and Patricia Ann Dillon, of Batavia, stood out and the Fox Valley’s community college officially became Waubonsee Community College. Waubonsee, meaning “early dawn” or “early day,” was a Pottawatomie Native American chief who lived in the Fox River Valley during the 1800s.

Waubonsee Community College had a permanent name but had yet to locate to a permanent campus and so, when the college opened its doors for classes on Sept. 11, 1967, the doors were those of a variety of community facilities. The school’s initial enrollment of 1,603 students — 403 full time and 1,200 part time — has grown steadily since that time, with the college currently serving more than 12,000 students each semester. Just a few months later, in December 1967, a successful bond referendum allowed the college to begin planning its first permanent campus.

The Sugar Grove campus, situated on a 200-acre tract of land north of Sugar Grove on Route 47, still serves as the college’s main campus. In addition to classroom space, the facilities there also include conference rooms, specialized laboratories, a Student Center, café and coffee bar, library, bookstore,

REQUEST FOR QUALIFICATIONS (RFQ)

observatory, kiln/ceramics building, 375-seat auditorium, multipurpose event space, gymnasium, 120-workstation computer center, fitness center, tennis courts and two-mile nature trail.

A second campus opened in 1986 in downtown Aurora at the corner of Galena Boulevard and Stolp Avenue, but ceased operations in May 2011. In June 2011, the college moved its downtown campus to a new 132,000-squarefoot facility at 18 S. River St. The Aurora Downtown Campus remains the headquarters for Workforce Development, Adult Education, GED, English as a Second Language and the Adult Literacy Project, as well as the Illinois Small Business Development Center.

Waubonsee established its Aurora Fox Valley Campus (formerly Copley Campus) in January 1997 on the Rush-Copley Medical Center campus, adjacent to Route 34 in far east Aurora. College credit courses, community education programs, and training seminars for business and industry are held in the two-story building's eight classrooms.

Spring 2011 marked the beginning of courses at the college's fourth permanent campus, located in Plano, Illinois. Situated on a nine-acre site adjacent to the Lakewood Springs development, north of Highway 34 and west of Eldamain Road near Lake Plano, the Plano Campus offers complete associate degrees to area residents, along with noncredit learning opportunities. The new Aurora Downtown and Plano Campuses were among the many projects undertaken as part of the 2020 College Master Plan.

During the 2002-2003 academic year, the board of trustees adopted the 2020 College Master Plan, which outlined educational facilities necessary to meet the needs of students then and into the future. All five building projects planned for the Sugar Grove Campus have been completed; the Campus Operations facility opened in August 2005, the new Science Building opened during the fall 2006 semester, the Academic and Professional Center held classes for the first time in fall 2007, the Student Center opened in spring 2009, and in 2015, a new Field House was opened along with the remodeled Erickson Hall.

While Waubonsee is continually working to improve its campuses, the college also recognizes the need for other convenient course locations. Classes are held at nearly 40 other extension sites throughout the district. For those students who prefer to learn from home, Waubonsee offers a variety of distance learning options. Waubonsee has always been a leader in distance learning, from being a founding member of the Illinois Virtual Campus (IVC) to providing courses to students statewide through Illinois Community Colleges Online (ILCCO). Currently, the college offers nearly 200 online courses and is one of a handful of higher education institutions in Illinois to offer fully-accredited associate degrees to students in a distance learning format.

As the educational needs of Community College District 516 change, so too will Waubonsee Community College. What will always remain the same is Waubonsee's commitment to student success through quality teaching and learning experiences.

VISION, VALUES AND MISSION

Vision

Waubonsee Community College opens the door of knowledge, sparks imaginations, and enlightens lives through learning. We welcome the diverse abilities, goals, and experiences of individuals standing on the threshold of discovery. Our success is defined by the dreams we help shape, the opportunities we help design, and the futures we help create.

Values

Quality — We constantly redefine what it means to be “the best,” seeking to improve in every area and exceed the expectations of those we serve.

Value — We focus every resource directly on the search for learning, creating tangible benefits in everything we do.

Innovation — We are actively engaged on the frontiers of education, continuously improving the learning environment for our students and communities.

Service — We view the world from the perspective of those we serve — anticipating needs and striving to exceed expectations while demonstrating a caring, knowledgeable, consistent connection with each individual every time they meet us.

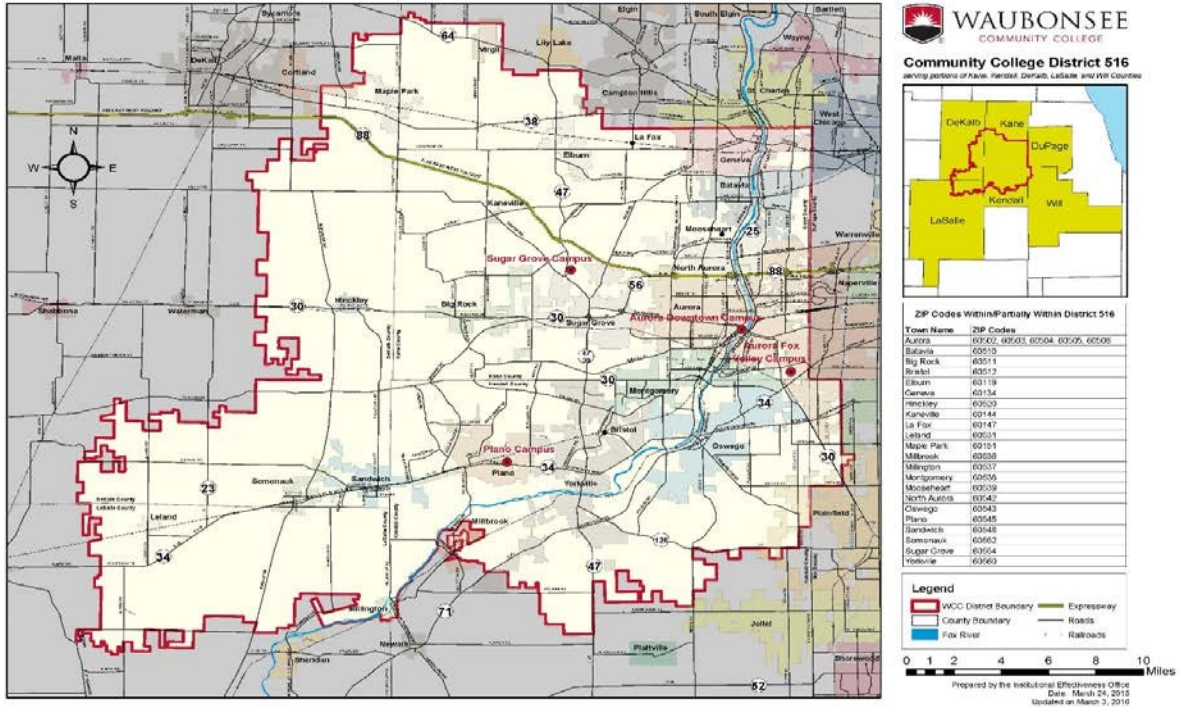
Accessibility — We remove barriers to learning formed by time, geography, education, culture, experience or beliefs to provide a full range of quality educational opportunities for all who can benefit.

Mission Statement

Waubonsee Community College is a public, comprehensive community college which was organized in 1966, as mandated by the Illinois Community College Act, to provide education and training services for individuals in portions of Kane, Kendall, DeKalb, LaSalle and Will counties of District 516. The philosophy of Waubonsee Community College is based on the premise that education is the cornerstone of a literate, democratic society; that learning is a lifelong process; and that the pursuit of knowledge must be supported by institutional policies that demonstrate the values of quality, value, innovation, service and accessibility.

CAMPUS PROFILE AND DEMOGRAPHICS

Waubonsee Community College District Map



Waubonsee Community College campus locations:

Sugar Grove Campus
 Route 47 at Waubonsee Drive
 Sugar Grove, IL 60554-9454
 (630) 466-7900

Aurora Fox Valley Campus
 2060 Ogden Avenue
 Aurora, IL 60504-7222
 (630) 585-7900

Aurora Downtown Campus
 18 S. River Street
 Aurora, IL 60506-4134
 (630) 801-7900

Plano Campus
 100 Waubonsee Drive
 Plano, IL 60545
 (630) 552-7900

A complete listing of the college’s buildings and features can be viewed at the college’s website located at www.waubonsee.edu.

REQUEST FOR QUALIFICATIONS (RFQ)

GENERAL INFORMATION

College Information

1. Waubensee Community College has four campuses. The main campus has 14 buildings. Each of the other three campuses has one building each.
2. The total enrollment is approximately 6,000 full-time and 12,000 part-time students.
3. The college has approximately 1,400 employees.

Existing Records

Waubensee Community College's will provide the awarded firm with a complete inventory and history of existing facilities and conditions. This information will include but will not be limited to:

1. Building finishes and conditions
2. Inventory and history of the physical plant and its features
3. Building envelope reports indicating conditions of exteriors including roofs, doors, windows, masonry, etc.
4. Any and all design documents required to perform the services outlined in this RFP.

2019 Facilities Renovation and Space Utilization Plan

1. WCC will provide the successful firm a copy of the 2019 Facilities Renovation Master Plan and any previous master plans required to perform the services outlined in this RFQ

Instructions

1. Responses to this Request for Qualifications (RFQ) shall be submitted in a sealed envelope to the address below. **Envelopes must be clearly identified with the name of the RFQ and Due Date/Time.** Submittals received after the time and date specified in this RFQ will not be considered. RFQs are not publicly opened.

**Waubensee Community College
Finance Department c/o Purchasing
Dickson Center, DKN 259
Rt. 47 at Waubensee Drive
Sugar Grove, IL 60554**

2. **A MANDATORY Pre-Proposal Meeting will be Thursday, August 1 at 10:00 a.m. CST at the Sugar Grove campus, Student Center, Room 106.** The purpose of the meeting is to allow potential submitters an opportunity to present questions and obtain clarification relative to any facet of the solicitation. Attendance at this meeting will be a prerequisite for participation.
3. Respondents shall provide one (1) original and five (5) copies of their submittal, plus one electronic copy saved to a flash drive.
4. Respondents may not contact any college employee to discuss this RFQ. **All correspondence or questions concerning the RFQ should be addressed to purchasing@waubensee.edu.**
5. All questions must be submitted in writing and will be responded to by addendum. Do not expect an immediate answer. Include your email address and/or fax number for any necessary communication.
6. Answers to questions will be communicated in writing by addendum to the RFQ and provided to all prospective Responders by posting to <https://www.waubensee.edu/businesses/purchasing/>.

REQUEST FOR QUALIFICATIONS (RFQ)

7. Respondents will be responsible for checking the college's purchasing webpage for updates to the RFQ and will be required to acknowledge receipt of the addenda in the RFQ response. In such an event of a change, all Respondents will be afforded the opportunity to revise their submittals to accommodate the RFQ amendment.
8. The college reserves the right to amend any segment of the RFQ prior to its announcement of a successful Respondent and award of contract. If a change occurs in the college's requirements resulting in a decision to modify the RFQ's scope of work or statement of requirements, such change will be communicated in writing as an addendum to the RFQ. In the event of a change, all Respondents will be provided the opportunity to revise their submittals to accommodate the amendment.
9. No proposal pricing will be accepted. Please do not include any pricing in your submittal.
10. Submittals shall be prepared simply and economically, providing a straightforward description of the respondent's capabilities to satisfy the requirements of this RFQ. Emphasis should be on completeness and clarity of content, including all attachments and work samples. See the section on **Submittal Requirements and Format** for additional information.
11. There is no express or implied obligation for the college to reimburse firms for any expenses incurred in preparing responses to this request.
12. Waubonsee Community College encourages the participation of qualified businesses owned by minorities, females and persons with disabilities by setting an aspirational goal of 20% of managed spend in contracts the college awards. This policy shall be furthered by complying with the **Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/0.01 et seq.** and by cooperating with the Illinois Business Enterprise Council.

CONFIDENTIALITY & SUBMITTAL OWNERSHIP

1. RFQ Ownership: All submittals to the RFQ will become the property of Waubonsee Community College and will not be returned.
2. Public Records Act: all materials received or created by the college are considered **public records** and subject to disclosure to third parties in accordance with the Freedom of Information Act (FOIA). These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other information submitted by a vendor to the college.
3. If the Respondent requests that the college withhold their trade secrets, commercial information or financial information from disclosure to a third party in response to a FOIA request, the Respondent must include in its submittal:
 - a. A written notification specifically identifying such information
 - b. A statement that disclosure of such information will cause competitive harm to the Respondent
4. Any content not so marked by the Respondent at the time of submittal will be presumed to be open to public inspection.

SCOPE OF WORK

The intent of this Request for Qualifications (RFQ) is to utilize the Qualification Based Selection (QBS) process to determine an architectural services provider to provide design and engineering services to facilitate the new construction of the Student Life Link (SLL). The SLL is a proposed building that was identified in the college's newly completed 2019 Facilities Renovation and Space Utilization Plan.

REQUEST FOR QUALIFICATIONS (RFQ)

This building will serve as a connection between Collins Hall and the Student Center. Both existing buildings are of differing architectural styles and it will be challenging to connect the two buildings and create a connection that combines the two buildings while at the same time defines its own identity. The proposed building site is in close proximity to several mature oak trees as well as being located within the drainage path of Huntoon Lake.

QUALIFICATIONS OF FIRMS

Minimum Qualifications

The awarded firm shall have a minimum of 5 years prior experience with college or university architectural design and engineering services on a similar campus type environment. Municipal, corporate, or other relevant campus planning may be considered.

The successful firm MUST have designed and constructed a system to provide passageway or linkage between two separate buildings that are of similar scope and can be reviewed by the selection committee. The successful firm must also provide references directly related to the design and construction of any projects referenced in their submittal.

Preferred Qualifications

The awarded firm shall have more than 10 years of experience with college or university architectural design and engineering services on a similar campus type environment.

EVALUATION AND SELECTION

1. The college reserves the right to select the submittal most responsive to the college's needs.
2. The college reserves the right to reject any and all submittals, the right not to award the contract to the lowest and most responsive bidder, the right to require new submittals by re-issuing the original or amended scope of services, and the right to enter into negotiations with one or more respondents.
3. A selection committee consisting of college staff will review all submittals and decide based on the following factors:
 - a. Prequalification status: From the Illinois Community College Board Projects (ICCB) Manual.
 - b. Prequalification: Requirement: The Act requires a state agency (CDB) to maintain a list of prequalified professional service providers that want to provide architectural or engineering services. Prequalification requires an A/E firm to provide a summary of professional services offered, relevant project/work experience, and the type of personnel employed by the firm. Action: The Professional Services Bulletin is mailed quarterly to all prequalified professional service firms. If a college uses a publication other than the Professional Services Bulletin, the college should have established its own prequalification criteria and list of prequalified professional service firms or specify that all interested parties must be CDB prequalified. Applications and forms for prequalification are available from the CDB. Documentation: A copy of the notice stating that a firm is CDB prequalified or summary information stating the district's prequalification criteria. The list of the college's prequalified professional service firms.
 - Prior performance
 - Proximity to the site
 - Appropriate disciplines on staff

REQUEST FOR QUALIFICATIONS (RFQ)

- Appropriate prequalification profiles
 - Quality of consultants and experience
 - Prior work at the same location
 - Ability to meet work schedule
 - Prior identical or similar work
 - Other factors deemed appropriate and placed
4. The college may invite one or more finalists to have key personnel who would be engaged in the provision of the services for an interview. These firms will be asked to meet with the college's architectural firm selection committee to present their qualifications in detail and to answer specific questions with respect to their submittal. The college will not be liable for expenses incurred in attending this interview.
 5. The college will invite the finalist to present to the Board of Trustees on September 18, 2019. The college will not be liable for expenses incurred in attending this interview.
 6. The college will conduct contract negotiations with the firm whose submittal is deemed most responsive to the college's needs. Until the college acts formally to approve a contract, and until such contract is signed by both parties, the college is legally obligated in no respect. By this RFQ, the college has not committed itself to undertake the work set forth.
 7. The college reserves the right to request additional information or clarifications and to allow corrections of errors and omissions. The college reserves the right to make those decisions after receipt of responses.
 8. The college reserves the right to conduct any investigation of the qualifications of any firm that it deems appropriate.
 9. The college anticipates recommendation of award to the Board of Trustees on October 23, 2019.

SUBMITTAL REQUIREMENTS AND FORMAT

Firms shall provide a straight-forward, concise description of your firm's capability to satisfy the requirements of this RFQ and perform the work described in this RFQ. Prepare your responses to this RFQ in the format and sequence specified below. Respond specifically to each item in the order as provided. Failure to comply may result in the college rejecting your submittal as non-responsive.

1. Submittals must include an original transmittal letter on the firm's business letterhead signed in ink by a representative authorized to contractually bind the firm.
2. Submittals must include a copy of the RFQ's signed authorization of response form acknowledging any issued addenda.
3. Provide a brief description of your firm, including but not limited to the following:
 - a. Legal name of the firm including any current or prior d/b/a or aliases, and addresses of all offices.
 - b. History of the firm, number of years in business under current name and any past corporate names or affiliations.
 - c. Address of the office which will fulfill this agreement.
 - d. Name of the principal(s) of the firm.
 - e. Name, telephone number, and email address of a representative of the firm (account manager / district manager) authorized to discuss the submittal.
 - f. Number of employees of the firm.
 - g. Federal ID number
 - h. Type of Operation (e.g. Individual, Partnership, Corporation, Government, Other)

REQUEST FOR QUALIFICATIONS (RFQ)

- i. Statement of whether there are any ongoing, pending, or potential legal actions against the firm.
 - j. Identify any conflict of interest that may arise as a result of business activities or ventures by your firm and associates of your firm, employees, or subcontractors as a result of any individual's status as a member of the board of directors of any organization likely to interact with the college.
2. Qualifications of the firm's team on this project including relevant experience.
 - a. Please identify the abilities of your firm and the services you contract out.
 3. Describe your firm's certification status. If none, describe how your firm will assist the college to meet their aspirational goal of 20% as set by the **Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/0.01 et seq.** for professional services.
 4. Identify any consultants your firm will be teaming with on this. Include their name, contact information, resumes, experience and purpose. Waubensee Community College reserves the right to reject any consultant/subcontractor.
 5. Proposed methodology for general campus design efforts and how your firm approaches design projects.
 6. Three references pertinent to Architectural design projects at similar intuitions including a contact name, email address, and telephone number for organizations or businesses for whom you have performed similar work. The college would prefer references from other institutions of higher education.
 7. Other information that your firm believes will enhance your response to this RFQ.
 8. Provide a sample copy of your firm's agreement for these services, and a copy of your firm's Terms and Conditions.
 - a. Waubensee Community College reserves the right to negotiate all agreements, terms and conditions.
 9. Submit at least one (1) and up to three (3) proposed exterior renderings that are suitable for a conceptual review. Each rendering may have multiple views and scale representations. The renderings should give a complete and accurate view of what the SLL could look like. Please be sure the renderings contain the following:
 - a. Exterior views containing views facing the building from the west looking east.
 - b. Please show various scale views including views containing both Collins and the Student Center connections. A view wide scale view from a distance containing Huntoon Lake, and any other views that will give the evaluation committee a full concept of your design rendering.
 - c. The college will do its best to assist all firms in the creation of these renderings.

The information provided below was identified as a need during the Facilities Renovation and Space Utilization study completed in July 2019.

Recommendation: Proposed as an indoor physical LINK creating a connection between the Student Services at the Student Center and Student Success and Support at Collins Hall. The link would serve two functions.

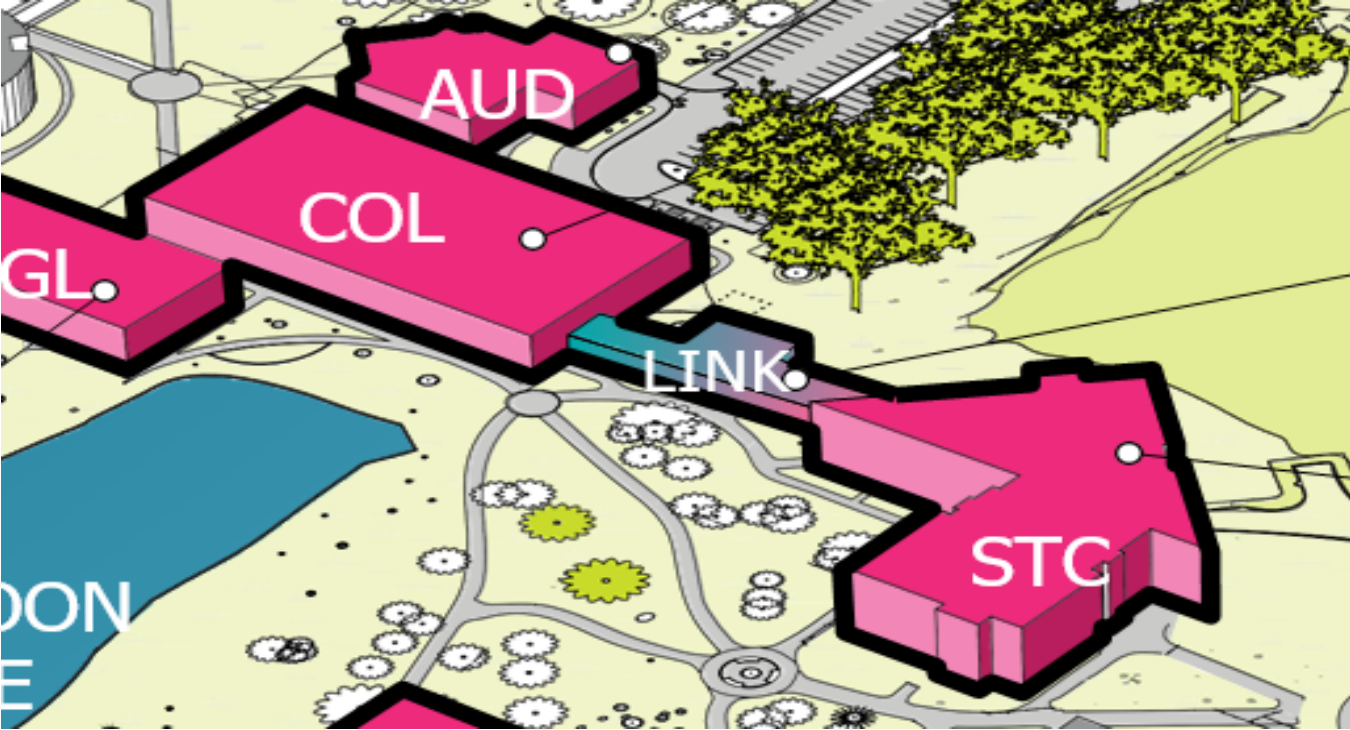
- The first is an indoor connection between the Student Center and Collins Hall, extending a multi-building indoor link connecting Science Building Science Buildings, Akerlow Hall, Weigel Hall, Collins Hall, Auditorium and Student Center.
- The second is the creation of a dedicated student gathering and study space to boost student success, then encourage students to stay on campus.

REQUEST FOR QUALIFICATIONS (RFQ)

- Approximately 14,000 sq. ft.

Proposed programs to be relocated from the current Student Center:

- Student Life
 - Student Government office
 - Student Club Offices
 - Meeting Rooms & Conference Space
 - Support Offices & Workroom
 - Student Lounge/Study Space/Activity Space



REQUEST FOR QUALIFICATIONS (RFQ)

AUTHORIZATION OF RESPONSE

Return form with submittal

I HEREBY AUTHORIZE THIS SUBMITTAL, ACKNOWLEDGING THAT I UNDERSTAND AND AGREE TO THE RFQ's INSTRUCTIONS AND SPECIFICATIONS. I WARRANT THAT ALL INFORMATION PROVIDED IN IS TRUE AND ACCURATE. BY SIGNING THIS DOCUMENT, I CERTIFY THAT THE FIRM IS NOT BARRED FROM BIDDING IN THE STATE OF ILLINOIS OR AT THE FEDERAL LEVEL.

Name of Company

Authorized Signature

Typed or Printed Name

Address

City

State

Zip Code

Telephone Number

Fax Number

Date

Email Address

Any and all proposals must be made in the official name of the firm or individual which business is conducted, stating official business address, and must be signed in ink by a person authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

ADDENDA

This RFQ is based on the following Addenda, the receipt of which is numbered as follows:

Addenda No. _____

STATE OF ILLINOIS BUSINESS ENTERPRISE FOR MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES ACT INFORMATION

Return form with submittal

Firm shall provide the following information on the status of its business so that the College can comply with the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/1, et seq.

Identify Business Status (__ MBE __ WBE __ DBE __ VOB)

- African American
- Alaskan Native/Native American
- Asian American
- Disabled
- Female
- Hispanic American
- Veteran
- Not Applicable

Small Business

- HUBZone small business
- Service-disabled veteran-owned small business
- Small Business
- Small disadvantaged business
- Veteran-owned small business
- Women-owned small business
- Not Applicable

Certifying Organization

- DCMS (Department of Central Management Services) Business Enterprise Program
- CMBDC (Chicago Minority Business Development Council)
- IDOT (Illinois Department of Transportation)
- WBDC (Women's Business Development Center)
- Other (Please Specify)
- Not Applicable

For more information please visit:

<http://www.illinois.gov/cms/business/sell2/bep/Pages/Default.aspx>

REQUEST FOR QUALIFICATIONS (RFQ)

WAUBONSEE COMMUNITY COLLEGE - STANDARD TERMS AND CONDITIONS

Legal Entity: Waubonsee Community College District 516, commonly known as Waubonsee Community College is described herein as “Buyer” or “WCC”.

Seller: The “Seller” means any person, business or entity designated on this purchase order or contracted to provide “Deliverables.” Deliverables means the tangible and/or intangible personal property, product, service, software, information technology, telecommunications technology, apparatus, equipment, supplies, repairs, or other goods delivered pursuant to this purchase order, including items incident to the provision of services.

Limitation of Authority: All purchases shall be made in accordance with Illinois law. No officer or employee of WCC not expressly authorized under Illinois law, shall make any purchase on its behalf, or enter into any contract of purchase, verbal or written, for any Deliverable of any kind or description, or accept any of them on approval or otherwise. Seller is directed to applicable Illinois law to verify the authority of any person purportedly signing on behalf of the Legal Entity. The Buyer will not be responsible for articles delivered and/or services performed for its account without a specific written purchase order that has been authorized by the Purchasing Manager.

Governing Law and Limitation of Liability: This Agreement shall be governed and construed in accordance with the law of Illinois without reference to its conflict of laws and/or provisions. It is the intent of the parties that arbitration and mediation shall not be a remedy or prerequisite required by this contract, and any reference to “arbitration” or “mediation” contained in any contract or agreement resulting from the execution of this Purchase Order is void and of no legal effect. The parties waive any right to demand a trial by Jury and agree that the venue for litigation arising from this Purchase Order or any Contract or Agreement entered into subsequent to the execution of this Purchase Order shall be in the Circuit Court for the 16th Judicial Circuit, Kane County, Illinois regardless of the place of business or residence of Seller. The parties agree that this venue is convenient for all of them and each consent to the personal jurisdiction of such court. In the event of any litigation the prevailing party shall have the right to recover its reasonable attorney’s fees and costs. WCC shall not be liable to the Seller, or to any subcontractor, regardless of the form of action, for any consequential, incidental, indirect, or special damages, or for any claim or demand based on a release of information, or patent, copyright, or other intellectual property right infringement.

Indemnification: The Seller agrees to hold harmless and indemnify WCC, its officers, agents, trustees and employees, and defend each of them, against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against WCC, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of Seller, its officers, agents or employees, resulting from or connected with Seller’s performance hereunder or failure to comply with any applicable law or regulation.

Bidding: Seller certifies that it is not barred from bidding on agreement/contract as a result of a conviction for either bid rigging or bid rotating under Illinois law. WCC reserves the right to reject any and all bids, and waive any bid irregularities.

Purchases: A purchase order is required for all orders. Seller shall invoice Buyer for the goods at the time of final shipment unless otherwise provided for in this purchase order. Invoices shall show the purchase order number for each separate purchase order number issued. Failure to do so may result in a delay of payment. Packing slip shall be affixed to outside of package(s), listing contents of each package and notating an authorized purchase order number. Shipments without a purchase order will be rejected at the receiving dock.

Warranty:

- 1) Seller warrants that all Deliverables furnished hereunder will be free from defects in design, material, and workmanship, and will conform to applicable specifications, drawings, samples, and descriptions. This warranty is in addition to any warranties available under law, from the manufacturer, or any standard warranty of Seller.
- 2) At the time of delivery, no software shall contain any virus, timer, counter or other limiting design, instruction, or routine that would erase data or programming or cause the software or any hardware or computer system to become inoperable or otherwise incapable of being used in the full manner for which it was designed.
- 3) No Deliverable shall violate or infringe upon the rights of any third party, including, without limitation, any patent, copyright, trademark, trade secret, or other proprietary rights of any kind.

REQUEST FOR QUALIFICATIONS (RFQ)

4) Seller warrants that it has full title to the Deliverables and has the right to grant to WCC the rights and licenses contemplated herein without the consent of any third party.

Assignment: This purchase order may not be assigned, and no duty or right hereunder may be delegated, or monies payable hereunder, by Seller and Seller may not use any sub-contractor to perform hereunder, without the prior written consent of Buyer, which consent may be given or withheld at Buyer's sole discretion. Any assignment made without such consent shall be null and void.

Prices: Buyer accepts Seller's quote or bid prices as recorded on Seller's proposal and on this purchase order which shall not be changed prior to delivery or completion of services without Buyer's prior written agreement. Unless otherwise provided in this purchase order, the price includes all charges for freight and insurance. No separate charges, except those clearly recorded on Seller's proposal and on this purchase order can, or will be allowed. Seller represents that the price charged for the goods and services covered by this purchase order is commercially reasonable and is the lowest price charged by Seller to buyers of a class of purchasers similar to Buyer under conditions similar to those specified in this purchase order. All prices quoted are in U.S. dollars.

Cancellation:

- 1) In addition to all other rights and remedies provided for hereunder or under law (including without limitation, damages) Buyer may cancel all or any part of this purchase order:
 - a) if Seller breaches any of the terms, warranties or provisions hereof
 - b) upon the occurrence of any event entitling Buyer to reject the goods
 - c) if any insolvency proceeding is instituted by or against Seller
 - d) if Seller provides materially false information to Buyer
- 2) Buyer, at Buyer's sole discretion, may cancel this purchase order at any time as to the goods not then delivered.
- 3) Buyer shall not be deemed to have canceled this purchase order unless it notifies Seller of its intent to do so in writing. Upon receipt of such notice Seller will immediately stop work and notify any other parties performing any part of the work to stop work and will protect property in Seller's possession in which Buyer has or may acquire an interest.
- 4) Unless Buyer exercises its right to cancel because of the events described in paragraph (1) above or because of other event or condition caused by or under the control of Seller, Seller may claim:
 - a) Reimbursement for actual out-of-pocket cost incurred by Seller as a result of such cancellation (exclusive of costs for materials that Seller can use on other orders) and
 - b) A reasonable profit on the work performed by Seller prior to cancellation. Such claim must be made within twenty (20) days of the notice of cancellation and the total amount of such claim shall not exceed the purchase price for the completed goods. In the event of cancellation Seller shall deliver to WCC all material and information as may have been involved in the provision of services or Deliverables to the date of termination.

Taxes: Waubensee Community College is exempt from Federal Excise and State Sales Taxes and such taxes shall not be included in prices. Federal Excise Tax Exception Certificate will be furnished upon request.

Articles or Services: Deliverables and/or services to be delivered or performed shall be in accordance with the terms, prices, delivery time, specifications, and conditions as recorded on Seller's proposal and as itemized on this purchase order. Stated delivery time must be adhered to. Buyer reserves the right to cancel this order if Seller does not make deliveries as specified on this order. No substitutions of articles or change of any nature shall be made without written authorization from the Buyer.

Inspection, Acceptance and Payment by Buyer: All Deliverables shall be received subject to Buyer's right to inspection and rejection. Those rejected as a result of inspection will be held for Seller's inspection at Seller's risk and, if Seller directs, will be returned at Seller's expense. Freight to and from original destination for excess goods except for customary quantity variations recognized by trade practice, will be paid by Seller. Payment for Deliverables on an order prior to inspection shall not constitute acceptance.

Responsibility for Deliverables and Risk of Loss: All shipments are to be made "F.O.B. Destination" unless otherwise specified on Seller's proposal and on this purchase order and accepted by Buyer. Seller assumes and accepts that all risk of loss of goods covered hereby shall be borne by Seller until goods have been received and accepted by Buyer or received, installed, and accepted by Buyer, whichever is applicable. When articles are sold

REQUEST FOR QUALIFICATIONS (RFQ)

“F.O.B. Point of Origin” and the purchase order confirms this, Seller is to prepay shipping charge and record prepaid charges on invoice and attach the original receipt, freight bill or express receipt to the invoice.

OSHA: All equipment and material shall be in accordance with applicable OSHA Rules and Regulations in effect at the time of order.

MSDS: Seller shall forward any required material safety data sheet (MSDS) to Buyer on all products subject to this order.

Prevailing Wage: When a contract/order requires construction of Public Works as defined in the Illinois Prevailing Wage Act, including new structures, renovation, remodeling and expansion of existing structures, maintenance and repair of equipment on a construction site, transportation of equipment or materials to or from a construction site:

- 1) Seller and its subcontractors must pay prevailing wage to any laborers or workers working on the project. It is Seller's responsibility to determine the appropriate current prevailing wage rate.
- 2) Seller shall maintain a certified payroll which will be required prior to payment, and shall be required to submit a Wage Certification Form and maintain records in accordance with the Prevailing Wage Act [820 ILCS 130/1-12]
- 3) Prior to payment of the purchase price, Seller shall furnish lien waivers, releases, affidavits, and other documents as Buyer requires, keeping Buyer's premises lien free.

Bonds: For Public Works projects over \$50,000, the Seller shall furnish a Performance Bond and a Labor and Material Bond in an amount equal to the contract before commencing work. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poor's Corporation, or a similar rating agency.

Confidential Data: Seller shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all confidential data, whether in hard copy or electronically maintained or transmitted, received from, or on behalf of WCC or its students. These measures will be extended by contract to all subcontractors used by the Seller. Unless authorized by WCC, Seller may not copy, store, or transmit unencrypted confidential and sensitive data on non-WCC-owned/leased computing devices, or other portable storage or computing devices. Seller shall destroy such data when they are no longer needed for the purpose for which they were released.

Non-Disclosure: Seller shall not announce this agreement and relationship in any press releases or other publications, or use WCC's name or logo's in any marketing materials without prior written consent of WCC.

- 1) All information that is obtained and work performed under this agreement and the Seller's Waubonsee Community College contract/order is considered sensitive, may or may not require use of sensitive and personal data and information and falls under one or more categories of information that is subject to protection from disclosure and misuse, including but not limited to: personal information and highly restricted personal information in connection with law enforcement sensitive data and information, the Privacy Act of 1974, 5 U.S.C. § 552a et. seq., the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g et seq. (FERPA), and personal information as defined under and governed by the Personal Information Protection Act, 815 ILCS 530 et seq.
- 2) Seller agrees to comply with all federal and state statutes, rules and regulations as identified in the Waubonsee Acceptable Usage Agreement (located at www.waubonsee.edu/it), understands that disclosure of any information, by any means, for a purpose or to an extent unauthorized herein, shall be grounds for immediate termination of the contract/order and this agreement, and may subject the offender to criminal and civil sanctions.
- 3) All source materials/data/information and resultant work products compiled or created and any information or portion of information derived therefrom are the property of the Waubonsee Community College and must not be used by Seller for any purpose other than the purpose outlined by the contract/order and this agreement.
- 4) Neither Seller, nor its officers, directors, agents, or employees shall divulge, sell, or distribute any information obtained from Waubonsee Community College or derived therefrom at any point in time to a third party, even after termination or expiration of a contract/order, except as may otherwise be required by law.

REQUEST FOR QUALIFICATIONS (RFQ)

- 5) Seller shall notify each of its officers, directors, agents, and employees having access to the Waubonsee Community College information that such information may be used only for the purpose and to the extent authorized in this contract.

Insurance: During the term of this agreement, upon Buyer's request, Seller shall maintain, and require its subcontractors to maintain, insurance policies with limits acceptable to Buyer, to protect against claims that may arise from this purchase order. In addition, Seller and its subcontractors shall maintain Workman's Compensation insurance and Comprehensive Automobile Liability insurance coverage in amounts as required by Illinois law. Seller may be required to provide additional insurance as noted in the BID/RFP documents including but not limited to professional liability, E & O (Errors and Omissions), environmental liability and umbrella coverage. WCC, its officers, agents, employees and assigns as will be named as Additional Insured thereunder on a primary and noncontributory basis and certificate holder for all work performed on Buyer's property.

Independent Contractor: Seller shall perform its obligations as an independent contractor of WCC and nothing herein shall be deemed to constitute Seller and WCC as partners, joint venturers, or principal and agent. Seller has no authority to represent WCC and shall not represent that it or any of its subcontractors are in any manner agents or employees of WCC.

License: Upon payment in full for software, Seller grants to WCC a perpetual, non-exclusive, worldwide, irrevocable, fully paid right and license to install and use the software on all computing devices used by or for the benefit of WCC. This license is subject to the limitation on the maximum number of end users or other limitations listed on Seller's proposal, but if none, this license shall be deemed to be enterprise-wide and the software may be used by all WCC end users without any maximum number. Any Deliverable under this purchase order that may be subject to a copyright shall be considered a "work for hire" as defined by the U.S. Copyright Act and shall be owned by WCC and WCC shall be considered the author of such item. If a Deliverable shall not be considered a "work for hire" under the U.S. Copyright laws, Seller hereby irrevocably assigns all right, title, and interest in the Deliverable, including all intellectual property rights effective from the moment of creation of the Deliverable.

Smoke Free Campus: The policy of the WCC Board of Trustees is to have a smoke free college environment. Smoking on college grounds and inside college facilities and college vehicles is prohibited. Smoking is only permitted inside private vehicles.

Affirmative Action/Equal Opportunity: Waubonsee Community College is an Affirmative Action/Equal Opportunity Employer and does not discriminate against any employee or service provider because of race, sex, color, age, religion, national origin, marital status, veteran's status, physical or mental disability or any other protected status under federal or state law.

Entire Agreement: This purchase order, together with any written documents incorporated by reference, constitutes the entire agreement between Buyer and Seller with respect to this transaction and supersedes all previous communications. Any additional or different terms by the Seller or Seller's acknowledgement are rejected by the Buyer unless expressly agreed to in writing by an authorized representative of the Buyer. This agreement shall be binding upon and inure to the benefit of all heirs, personal representative, successors and assigns of the Seller.

INSURANCE AND INDEMNITY REQUIREMENTS

1. **SAFETY:** The Contractor, its agents, employees, material men and its Subcontractors will perform all work on the project in a safe and responsible manner, and in compliance with all Federal, State and local safety requirements and standards.
2. **INDEMNIFICATION:** The work performed by the Contractor shall be at the risk of the Contractor exclusively. To the extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, affiliated companies of Owner, their partners, joint venturers, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultants' fees and costs) which arise in whole or in part or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Sub-Contractor or its agents.
3. **INSURANCE:** The insurance required shall be written for the duration of the Contract in amounts not less than the following minimum limits or as required by law whichever is greater. The Insurer must give the college at least 30 days prior written notice of cancellation and termination of the firm's coverage thereunder. All subcontractors the firm hires must comply with the same requirements.
 - a. Errors and Omissions: 1 million dollars
 - b. Professional Liability: \$5 million dollars
 - c. Comprehensive General Liability including Contractor's protective liability, Contractual liability, Completed Operations and Products liability. The latter shall be written for a period of one year from the date of acceptance by the Owner, to be renewed annually as long as the contract is in force. Minimum limits shall be as follows:
 - i. Not less than \$1 million dollars Each Occurrence, \$2 million Products/Completed Operations aggregate, \$1 million Personal and Advertising Injury limits, and \$2 million General Aggregate subject to a per project aggregate.
 - ii. Firm shall provide Waubensee Community College with a Certificate of Insurance and endorsement naming Waubensee Community College District No. 516, its officers, agents, employees and assigns as Additional Insured thereunder on a primary and noncontributory basis.
 - d. Workman's Compensation as required by all applicable laws including employer's liability in the amount of \$500,000.00 or as otherwise limited by law.
 - e. Comprehensive Business Automobile Liability including non-ownership and hired car coverage as well as owned vehicles. Minimum limits shall be as follows:
 - i. Written in the amount of not less than \$1,000,000 each accident and covering any auto.
 - f. Umbrella Liability Insurance: Written in the amount of no less than \$2,000,000 each accident.
4. **PROPERTY INSURANCE:** It is agreed that the Contractor shall purchase and maintain property insurance for its material left at the job site. Contractor waives all rights of subrogation against Owner for loss of, or damage to, Contractor's work, tools, machinery, equipment, materials or supplies.

END OF DOCUMENT