

McHenry County College

8900 US Highway 14
Crystal Lake, IL 60012

Request for Proposal

**Facility Master Plan Study
for the 21ST Century Transformation of
McHenry County College
Crystal Lake Campus**

RFP Number: 05132011

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RFP Release Date: April 8, 2011
Last Day for Architects' Questions: April 22, 2011, 4:00P.M. CST
Responses to Architects' Questions: April 29, 2011, 4:00P.M. CST
Posted at www.mchenry.edu/bid
RFP Due Date: May 13, 2011, 10:00A.M. CST

COLLEGE INFORMATION

Statement of Purpose:

The purpose of this Request for Proposal (RFP) is to select a consultant who will develop a Facility Master Plan for the transformation of the Crystal Lake campus of McHenry County College (MCC) to respond to the current and future needs of the College's faculty, staff, students and patrons in the 21st century. The RFP is primarily intended to solicit various Facility Master Plan alternatives intended to provide the MCC Board of Trustees a knowledge base for determining the strategic direction for the transformation of the Crystal Lake campus. The final Facility Master Plan document(s) must provide a "blueprint" for future capital construction and renovation projects for the Crystal Lake campus.

VISION

The community's first choice for a lifetime of learning

MISSION

At McHenry County College, we value learning and we put the interests of our students and community first. By providing high quality, affordable and accessible learning opportunities, we enable students to meet their educational, career and personal goals. By sharing our knowledge and resources, we support our community's educational, social, cultural and economic vitality.

College History, Location and Facilities:

McHenry County College was the 28th community college established in Illinois with the passage of a referendum on April 1, 1967. After 17 months of organizational meetings, the first seven-member Board of Trustees opened the College's doors to 312 full-time and 1,045 part-time students at its original site, a rented oil company laboratory in Crystal Lake.

In December 1971, residents voted to accept a proposal to purchase the present 68-acre site known as the Weber farm for a new campus facility. Building plans were finalized and groundbreaking ceremonies were held on March 10, 1974.

In September 1975, MCC occupied the Applied Science Building. By May 1976, MCC vacated its original campus and made its move to the Main Hall Building on MCC's new campus. An addition was built in 1980 for the multi-purpose room.

A referendum passed on November 8, 1988, allowed MCC to continue to grow. Construction completed in 1991, which now serves approximately 25,000 students annually, resulted in an addition of 96,000 square feet of new space for classrooms, Conference Center, offices, dining facilities, Children's Learning Center, and bookstore. Remodeling of Building A was completed in spring 1991.

With the 1990 acquisition of 44 additional acres for the College campus, preliminary discussions with Illinois Community College Board officials regarding a state-funded building began. The building consists of an 8,400 square foot addition to the library and seven new classrooms, and was completed January 1996.

Recognizing that rapidly changing technology requires the workforce of the future to possess high skills and more education, MCC opened the doors of a 44,000 square-foot Center for Advanced Technology in August 1997. The state-of-the-art structure includes laboratory space for electronics, drafting, computer aided design, fire science, basic nurse assisting, criminal justice and other technologies.

In January 2003 the College dedicated a new Student Services and Classroom addition. The 60,000 square-foot building houses additional classrooms and offices, student service functions, and a lecture hall.

In March 2006, an off-campus location was opened in McHenry, IL. The College purchased and renovated an existing property that now provides 12,450 square feet of meeting and classroom space for the College's Center for Commerce and Economic Development and for the Traffic Safety program.

In April 2008, the College purchased 57 acres of land contiguous to the main campus in Crystal Lake, IL. The College does not have immediate specific plans for this land but the purchase was deemed critical for future expansion as the College continues to grow and land resources become increasingly scarce near the main campus.

Statistical Overview of the College:

101	Full-time Faculty	276	Part-time Faculty
209	Full-time Staff	88	Part-time Staff
7411	Students Headcount	4150	FTE

Planning Background:

For several years now, the MCC Board of Trustees and president have been interested in developing plans to guide the institution. Towards that end, the College has recently reviewed the College's mission, purposes and **Strategic Plan**, as well as working on the completion of a **Financial Master Plan**, **Campus Facility Condition Analysis Report**, and most recently, an **Educational Master Plan** and **Emergency Response Plan**. Along with the **Technology Strategic Plan** which is currently under review by the Technology Planning Committee, all of these plans will provide the college with well-thought-out directions to assist with our transformation into the premiere community college in Illinois. The final piece of our planning process involves planning for our facilities on the Crystal Lake Campus based upon our mission, vision, purposes, and our existing planning documents—in other words, **the development of a Facility Master Plan**.

While the College does have a comprehensive understanding and documentation of our facilities deferred maintenance and accessibility issue needs (through our Campus Facility Condition Analysis Report), we do not have a master plan which would account for facility needs and wants outside of those mentioned previously. These types of needs and wants should be documented in the Facility Master Plan. The Campus Facility Condition Analysis Report includes all general and special fund facilities and major infrastructure equipment purchases greater than \$5,000.00 with a useful life of at least 3 years. The Campus Facility Condition Analysis Report document does not include projects such as carpet replacement, ceiling tile replacement, painting, or other projects which can be routinely absorbed by the normal maintenance operating budget. The Campus Facility Condition Analysis Report document does also not include vehicles that are purchased as part of the operating budget. These items will be accounted for separately in the normal budget process. The Campus Facility Condition Analysis Report likewise does not include any technology-related items which are covered under the Technology Plan which are funded by the various technology funds and operating budgets.

The College plans to use the **Facility Master Plan** as a tool for managing growth and change in keeping with the mission of the institution. The Facility Master Plan should embody the vision for the future and address the driving issues and principles of the day. The Facility Master Plan should summarize where we want to be in five, ten, or twenty years and outline the direction of how to get there through the perspective of our facilities.

SECTION 1 - INSTRUCTIONS TO ARCHITECTS

1-1 GENERAL

McHenry County College (the “College” or “MCC”) is issuing this Request for Proposals (RFP) for the purpose of soliciting proposals for the **MCC FACILITY MASTER PLAN**. Architect(s) (also herein referred to as “Contractor(s)”) will execute and submit all proposals in accordance with these instructions and the applicable provisions of the specifications.

1-2 SCOPE OF WORK

MCC is requesting written proposals from qualified vendors with the necessary resources and experience to provide consulting services related to the development of a Facility Master Plan for the Crystal Lake campus based upon the college’s future needs of the 21st Century. The following criteria must be met:

- a. The final Facility Master Plan document(s) must provide a “blueprint” for future capital construction and renovation projects.
- b. The Facility Master Plan must include a review and analysis for inclusion of the College’s existing planning documents including:
 1. Presidents Goals and Objectives
 2. MCC Strategic Plan
 3. MCC Educational Master Plan
 4. MCC Master Facility Condition analysis and Campus Facility Condition Analysis Report
 5. MCC Technology Plan
 6. MCC Emergency Response Plan
 7. MCC Financial Plan
- c. The Facility Master Plan should identify logical land acquisitions, constructions and/or reorganization solutions for identified future needs and growth
- d. Potential construction projects should be identified.
- e. Budgets and timetables for the implementation of the plan must be clearly delineated.
- f. Analysis and review should include, but not be limited to, the following:

1. workflow	12. comfort	21. energy conservation
2. signage	13. environment	22. campus site and landscape design
3. best practices in education	14. health and safety	23. technology infrastructure
4. facility and space utilization	15. future needs and growth	24. Crystal Lake watershed regulations
5. lighting	16. service	25. site analysis
6. configuration	17. storage	26. land utilization
7. access and ADA/accessibility	18. campus design standard	
8. flexible meeting space	19. maintenance & life cycle costs	
9. amenities	20. incorporation of LEED	
10. aesthetics	concepts/deferred maintenance	
11. security	costs	

g. Specific items/projects* to be addressed by the Master Plan:

1. Student Services
2. Main college entrance, i.e., establishing a “front door” to the campus
3. Large meeting space(s)/conference center
4. Health sciences facilities/science labs
5. General classrooms
6. Auditorium/fine arts facilities
7. Athletic facilities/athletic fields
8. Information technology facility
9. Science labs and classrooms
10. Career technical education
11. Food service area
12. Board room/administrative facility
13. Integrated student success and academic support center

* Analysis and review for the specific projects listed above, where appropriate, should also include fixed furniture and equipment.

1-3 SUBMISSION OF PROPOSALS

- a. **Sealed proposals for MCC FACILITY MASTER PLAN will be received at the Business Services Office, A246, McHenry County College, 8900 US Highway 14, Crystal Lake, IL 60012 until 10:00 a.m. on May 13, 2011.** This is a closed proposal opening and names of the Architects submitting proposals shall be sent to all Architects.
- b. **Proposal must be submitted in a SEALED envelope or package and CLEARLY IDENTIFIED with the Request for Proposal's number, date and time of opening, and Architect's name and address. A facsimile response or electronic mail response to this Request for Proposals does NOT meet the requirement of a sealed proposal and will NOT be accepted.**
- c. Proposals must include **one original and twelve (12) copies** of proposal response signed in ink by a person authorized to commit Architect to extend this offer. Any alterations or corrections must be initialed by the Architect.
- d. Proposals may be withdrawn by written request, any time prior to the scheduled closing time for receipt of proposals. Requests for modification must be in writing, executed by a person with authority, and submitted in a sealed manner as set forth above. Requests for withdrawal must be in writing, executed by a person with authority, or by facsimile or electronic mail notice subsequently confirmed in writing.
- e. All proposals shall be valid and constitute an irrevocable offer to contract on the terms and conditions contained in this Request for Proposals for ninety (90) days after opening, but the College reserves the right to accept or reject proposals on each item or service separately or as a whole, to reject any or all proposals, to waive informalities or irregularities, and to contract in the best interest of the College.
- f. Any time College Offices are closed on days other than scheduled holidays, any opening scheduled for that day will be held on the next normal working day at the scheduled time. Any time opening hours of College Offices are delayed, openings will be delayed by the same amount of time; e.g., if an office opens two hours late, proposal responses will be opened two hours late. It shall be the Architect's responsibility for making themselves aware of these situations.

1-4 SUBCONTRACTORS

Names and addresses of all proposed subcontractors (if any) shall be submitted with the proposal response. Failure to provide this information may be grounds for rejection of the proposal. The College reserves the right to approve or reject the Architect's subcontractor(s).

1-5 INTERPRETATION, CORRECTIONS, OR CHANGES

Architects requesting any interpretations or clarifications of this document shall direct those questions in writing, via electronic mail, to the College's Administrative Office listed below **by no later than 4:00 p.m., Central Time, April 22, 2011:**

Vernon Manke, Interim Vice President for Administrative Services
E-mail: vmanke@mchenry.edu

Architects should consider the College's Administrative Office as the first and only point of contact on all matters related to the procedures associated with this Request for Proposals. If additional information is

needed from any source, the College's Administrative Office will work with the Architect and with the various offices of the College to gather that information.

Any interpretation, correction, or change in the Request for Proposals will be made by formal addendum issued by the McHenry County College Administrative Office and listed on our website, www.mchenry.edu/bid, no later than **April 29, 2011**, and must be acknowledged by Architect on the Proposal Response Certification (see "Attachment A" attached hereto and incorporated herein by this reference) of this Request for Proposals. Interpretations, corrections, or changes to the Request for Proposals allegedly made in any other manner will not be binding and no Architect may rely upon any such interpretation, correction, or change.

1-6 ARCHITECT'S REPRESENTATION

By submission of a proposal, Architect represents that it has examined the Agreement documents and made an examination of the site or otherwise satisfied itself completely as to the provisions of the Agreement documents and site conditions, areas, and quantities.

1-7 QUALIFICATIONS OF ARCHITECT

Upon request by the College, the apparent successful Architect shall furnish documentation satisfactory to the College which confirms qualification requirements. Any conviction for a criminal or civic offense that indicates a lack of business integrity of business honesty which currently, seriously, and directly affects responsibility as a state contractor must be disclosed. This is to include (a) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (b) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (c) conviction under state or federal antitrust statutes; and (d) any other offense to be serious and compelling as to affect responsibility as a state contractor.

1-8 REFERENCES

Unless otherwise provided by the College, Architect shall provide a minimum of three (3) references including contact names, addresses, and phone numbers for whom Architect is providing or has provided similar goods or services.

1-9 BASIS OF AWARD

In submitting proposals to qualify, do not submit fee information. We are not requiring this information at this time because according to 50 ILCS 510/5 Local Government Professional Services Selection Act, "A political subdivision shall, unless it has a satisfactory relationship for services with one or more firms, evaluate the firms submitting letters of interest, taking into account qualifications, ability of professional personnel, past record and experience, performance data on file, willingness to meet time requirements, location, workload of the firm, and such other qualifications-based factors as the political subdivision may determine in writing are applicable. The political subdivision may conduct discussions with and require public presentations by firms deemed to be the most qualified regarding their qualifications, approach to the project, and ability to furnish the required services. In no case shall a political subdivision, prior to selecting a firm for negotiation under Section 7, seek formal or informal submission of verbal or written estimates of costs or proposals in terms of dollars, hours required, percentage of construction cost, or any other measure of compensation."

1-10 PROPOSAL CONFIDENTIALITY

Each Architect agrees that the contents of each proposal submitted in response to this Request for Proposals is confidential, proprietary, and constitutes trade secret information as to all technical and financial data, and waives any right of access to such proposals, except as provided for by law. Except as determined by the College's Administrative Office, in its sole discretion, no information will be given regarding any proposals or evaluation progress until after an award is made, except as provided for by law.

SECTION 2 - INSTRUCTIONS FOR PREPARING PROPOSALS

2-1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2-2, RFP Response Outline. Paragraph 2-2 outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straight-forward manner.

Architects are expected to examine the entire Request for Proposals, including all specifications, standard provisions, and instructions. Failure to do so will be at the Architect's risk. Each Architect shall furnish the information required by the invitation. Periods of time, stated in number of days, in this request or in the Architect's response, shall be in calendar days.

2-2 RFP RESPONSE OUTLINE

- a. The proposal Response Sheet Attachment A shall be attached to the front of the proposal and shall contain the Architect's certification of the submission. It shall be signed in ink by an official who has full authority to enter into an Agreement.
- b. Provide a brief overview of the firm and statement why your firm is unique for this project.
- c. Who will be included in the team assigned to this project? What is their individual experience? How will responsibilities be delegated? Include biography of each person.
- d. Explain what specialized expertise or knowledge relevant to the proposed project the firm and team members possess.
- e. List three to five similar type projects which the firm and/or project team members have been involved within the last five years. Include the following for each project:
 1. Key personnel, responsibilities on project and description of services rendered
 2. Project area and cost data
 3. Owner contact (name, address, telephone number, fax number and e-mail)
 4. Special features and accomplishments
- f. What is the current workload of your office and the project team?
- g. Submit a preliminary schedule incorporating pre-design services.
- h. Describe your firm's experience with the design and master planning process and how you involve the owner.
- i. What are your experiences relative to integration of technology into design that accommodates rapidly changing technology?

- j. Demonstrate how your firm and staff keep current with educational trends, designs and technological applications?
- k. Provide a complete list of all clients nation-wide that in the last three (3) years:
 - 1. Have canceled or non-appropriated a contract with the respondent (list reasons);
 - 2. Have past or pending lawsuits or litigation regarding a contract (list reasons); or
 - 3. If any of the above does not apply, provide an acknowledgment letter stating each that does not apply, signed by an officer of the respondent company (please include title of company officer). Failure to provide accurate and complete information as requested is grounds for disqualification.
- l. The respondent shall include the company's most recent annual report, audited financial statements, or equivalent showing information for the past year (1) complete financial year period. If a bound document (such as an annual report) is included, it must be placed in a sealed envelope marked "confidential." **MCC, may during the course of the evaluation process, request additional financial information to supplement and clarify the information provided in this response.**

SECTION 3 – REQUIREMENTS AND EXPECTATIONS

Note: The successful firm must incorporate data from existing college planning documents including the MCC Strategic Plan, the MCC Campus Facility Condition Analysis Report, the MCC Technology Plan, the MCC Emergency Response Plan, the MCC Educational Master Plan, and the MCC Financial Plan as necessary and applicable. Copies are available for review and duplicate copies will be provided to qualified Architects at no cost. For copies, please contact:

Vernon Manke, Interim Vice President for Administrative Services
McHenry County College
8900 US Highway 14
Crystal Lake, IL 60012
Telephone:(815) 455-8585
Fax:(815) 455-9871
E-mail: vmanke@mchenry.edu

- a. The final Facility Master Plan document(s) must provide a prioritized “blueprint” for future capital construction and renovation projects.
- b. Each Architect should bring knowledge and expertise, research, identify, and/or tour (at Architect’s own expense) and evaluate other comparable college facilities with similar elements, concepts and emerging technologies under consideration by MCC.
- c. Architects should generate preliminary architectural and educational specifications that include space/area program outline, spatial relationships, and adjacencies.
- d. Architects should participate in design and planning workshops preparing sketches, renderings, conceptual AutoCAD/BIM formatted site and floor plans and/or 3-D or traditional modeling as needed to visually represent the college’s future layout and design.
- e. The successful Architect should be prepared to prepare preliminary cost estimates for developing budgets, and financial planning, including the cost implications of all major construction and/or renovation projects, and include any extension of infrastructure costs, including electric, domestic and fire protection water systems, sanitary storm sewers, voice/data communications, and heating and cooling system implications/alternatives.
- f. Architects should assist in preparation of proposals for preliminary geotechnical testing & survey services for any proposed construction/renovation projects.
- g. If construction and/or renovations projects result from the Master Plan, each Architect agrees to work in cooperation with any final selected project architect/engineers (if different consultants are chosen for design construction documents and construction administration) and/or construction manager and other consultants as necessary to convey, transmit and fully explain design concepts, site and building layouts, code issues, and test results.
- h. Each Architect shall submit their own proposed design services schedule as part of the RFP content of material.
- i. Additional services are not preferred and generally not authorized by the college, and will only be considered under exceptional circumstances if the college specifically requests a change in the scope of

work outside of the basic services described herein this request for proposal. Additional services not approved in writing in advance of performing work shall not be paid. Only if applicable, additional services requests must be submitted in writing in advance of performing services for pre-approval, specifically describe the scope of work required, and provide a lump sum, maximum-not-to exceed fee based upon the negotiated hourly rate schedule.

- j. All work product, design concepts, reports, electronic/digital files, etc. shall be considered the property of the college, excluded from firm copyright protection, and readily available for sharing with other consultants as so requested by the college.
- k. The design phase of the project shall be in accordance with the latest adopted edition of all applicable building codes and standards as required by the State Fire Marshall or local adopted building codes in absence of State regulation. Any building design shall be in compliance with the Americans with Disabilities Act and Title IX.
- l. The firm shall produce all architectural site, floor plans and elevations in latest version of AutoCAD/BIM. All electronic documents will be made available to the college at anytime electronically.
- m. The selected firm shall be expected to supply the college a both a hard copy and a final electronic master plan upon completion of the Master Plan project.

SECTION 4 - PROCUREMENT PROCESS

4-1 ARCHITECT LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Architects submitting proposals will be prepared, and will be available on our website www.mchenry.edu/bid. Qualifications and proposals submitted by interested Architects will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

4-2 SHORT LISTED FIRMS

Following the review of all Requests for Proposals, the selected firms will be short listed and the following process will be utilized for further evaluation:

- a. A minimum, one (1) hour presentation to a designated college committee in an order selected by random drawing of the college, including project team interview.
- b. A minimum of one sample of deliverables from Architect's other project(s). Sample deliverables from two or three previous Architect projects would be preferred.

Note: A sample interview outline used by the college in previous presentations is included with this RFP. Although the college reserves the right to modify this outline prior to actual interviews for this project, this sample should provide candidates an example of the typical proposal interview format likely to be utilized.

4-3 FEE PROPOSAL

Fee proposals are not required for the RFP. However, the successful Architect shall submit the following fee and scope information at the final negotiation session when the fees and hourly rates are agreed to:

- a. Lump sum, maximum not-to-exceed fee based upon hourly rates. Fee shall be itemized based upon scope of services as correlated with anticipated man hours and/or percentages of total fee.
- b. Hourly rates schedule of all levels of staff members to be assigned to the project.
- c. Estimated direct reimbursable expenses and types of reimbursable expenses typically requested on similar projects (the college does not permit mark-up on reimbursable expenses).
- d. Any special charges for computer or equipment usage, etc.

Other specialized consultants, if any, identified for assignment to the architectural pre-design team will be selected jointly by the owner and architect and will contract with and bill the college directly for assigned services.

4-4 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual offerers, if required, proposals will initially be classified as:

- a. Potentially Acceptable
- b. Unacceptable

Discussions may be conducted with any or all of the Architects whose proposals are found potentially acceptable. A committee will establish procedures and schedules for conducting oral and/or written discussions.

4-5 ARCHITECT INVESTIGATION

The College will make such investigations as it considers necessary to obtain full information on the Architects selected for discussions, and each Architect shall cooperate fully in such investigations.

4-6 FINAL OFFERS AND AWARD OF AGREEMENT

If the College is unable to negotiate a satisfactory contract with the firm which is most preferred, negotiations with that firm shall be terminated. The College shall then begin negotiations with the firm which is next preferred. If the College is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be terminated. The College shall then begin negotiations with the firm which is next preferred. If the College is unable to negotiate a satisfactory contract with any of the selected firms, the College shall re-evaluate the architectural, engineering or land surveying services requested, including the estimated value, scope, complexity, and fee requirements. The College shall then compile a second list of firms and proceed in accordance with the provisions of this Act. (50 ILCS 510/5)

The College reserves the right to reject any or all proposals, or portions thereof. The selection of a successful Architect, if any, will be made based upon which proposal the College determines would best meet its requirements and needs.

SECTION 5 - EVALUATION PROCESS

5-1 EVALUATION CRITERIA

The evaluation criteria are listed below, not necessarily in order of importance:

The Board of Trustees and/or designated college personnel will evaluate all proposals submitted in response to this RFP. The committee may request additional information through interviews, presentations, or correspondence. It is the college's intention to interview the top three (3) candidates. In addition to the required outline, the college will use the following critical attributes to evaluate the proposals:

- a. Clarity, completeness and brevity of proposal;
- b. Demonstrated interest and understanding of the project, process and campus conditions;
- c. Demonstrated special expertise, qualifications and experience on similar types of projects completed by the firm and by the personnel to be assigned to the specified project; including the integration of technology into the built environment;
- d. Experience and qualifications of key personnel assigned to the project;
- e. Availability of specific qualified staff to handle the project and their current work assignments;
- f. Any proposed revisions to project schedule, and ability to meet the project schedule requirements;
- g. Ability to work and communicate effectively with client user groups and building committees;
- h. The application of technology in the design process;
- i. Quality control philosophy, process and procedures;
- j. Space planning skills and functional space utilization capabilities;
- k. Why you believe your firm is best qualified; and
- l. Client references (name, address, phone number, contact).

SECTION 6 - GENERAL CONTRACTUAL TERMS AND CONDITIONS

In addition to the McHenry County College General Terms and Conditions, the following terms and conditions shall apply to the Agreement.

6-1 AGREEMENT TERMS AND CONDITIONS

The submission of a proposal herein constitutes the agreement of Contractor that any Agreement to be drawn as the result of an award herein shall be prepared by the College and shall include at a minimum, all terms and conditions set forth in this Request for Proposals. The submission of a proposal shall further constitute the agreement of each Contractor that it will not insist on the use of standard contract agreements, documents, or forms, and that it waives any demand for the use of its standard agreements.

6-2 LAWS, REGULATIONS AND PERMITS

The Contractor shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors, if any. Failure of the College to insist on the strict performance of the terms, conditions, and agreements herein contained or any of these shall not constitute or be construed as a waiver of relinquishment of the College's right thereafter to enforce strict compliance with any such terms, agreement or condition, but the same shall continue in full force and effect. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors, if any.

6-3 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, payments shall be due and payable within (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

6-4 CONTRACTOR COMMITMENTS, WARRANTIES, AND REPRESENTATIONS

- a. Any commitment by the Contractor within the scope of this Agreement shall be binding upon the Contractor. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for actual damages incurred by the College by reason of such failure of the Contractor. The rights and remedies of the College provided in this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under the terms of this Agreement. For purposes of this Agreement, a commitment by the Contractor includes: 1) prices and options committed to remain in force over a specified period of time; 2) any warranty or representation made by the Contractor in a proposal as to performance or any other physical, design, or functional characteristics; 3) any warranty or representation made by Contractor concerning the characteristics or items in (2) above, contained in any literature, descriptions, drawings or specifications accompanying or referred to in a proposal; 4) any modification of, affirmation, or representation as to the above that is made by Contractor in writing or during the course of negotiation, whether or not incorporated into a formal amendment to the proposal, supporting documents or negotiations subsequent thereto as to training to be provided, services to be performed, prices, and options committed to remain in force over a fixed period of time, or any other similar matter, regardless of the fact the duration of such commitment may exceed the duration of this Agreement.

- b. In addition to any other representations and warranties contained herein, Contractor represents and warrants the following: (1) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations required hereunder; (2) that it is authorized to do business in Illinois, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the equipment, goods, and/or services required hereunder, and has or will obtain all licenses and permits required by law prior to the beginning date of the initial term of the Agreement.

6-5 BOARD OF TRUSTEES' APPROVAL

The Agreement may be subject to approval by the College's Board of Trustees, and if such approval is required but not granted the Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

6-6 ILLINOIS ACT AGAINST DISCRIMINATION

Equal Employment Opportunity: To the extent that Vendor is subject to governmental orders, rules or regulations pertaining to Equal Employment Opportunity and/or to the maintenance or Non-segregated Facilities. Vendor hereby certifies that it is complying therewith, including where applicable, the submission and/or filing of Equal Employment Opportunity Compliance Reports and/or Certificates and/or filing of Certificates on Non-segregated Facilities. Compliance with the rules and regulations of the F.E.P.C., Article III, Section 3.1, Equal Employment Opportunity clause is required.

- a. The Contractor shall observe the provisions of the Illinois act against discrimination, as amended, and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
- b. In all solicitations or advertisements for employees, the Contractor shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Illinois human rights commission;
- c. If the Contractor fails to comply with the manner in which the Contractor reports to the commission, the Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the College;
- d. If the Contractor is found guilty of a violation of the Illinois act against discrimination under a decision or order of the commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the College; and
- e. The Contractor shall include the provisions (775 ILCS 5/1-102) as amended, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- f. Human Rights Act. To the extent required by law, contractor shall abide by the Illinois Human Right Act, 775 ILCS 10/0.01 *et seq.*
- g. Drug Free Workplace. To the extent required by law, contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 *et seq.*
- h. Sexual Harassment Policy. Contractor represents by the signing of this Agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A)(4)
- i. Web Accessibility: As required by Illinois Public Act 095-0307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at <http://www.dhs.state.il.us/iitaa>.

6-7 EXECUTIVE ORDER 11246

The Contractor shall, in the performance of the requirements of any contract, comply with the provisions stipulated in Executive Order 11246. The Order "prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin."

6-8 BID BOND

Not required.

6-9 PERFORMANCE BOND

Not required.

6-10 CONTINUATION DURING DISPUTES

The Contractor agrees, notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

6-11 CONTRACTOR'S INSURANCE

- a. Workers' Compensation Insurance: The Contractor shall maintain workers' compensation insurance in accordance with the laws of the state of Illinois.
- b. Comprehensive General Liability Insurance: The Contractor shall maintain Comprehensive General Liability Insurance (including broad form contractual liability, products, and completed operations) in the amount of at least one million dollars (\$1,000,000) per person and one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate; and property damage in the amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate.
- c. Comprehensive Automobile Liability Insurance: The Contractor shall maintain Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, covering bodily injury in the sum of not less than one million dollars (\$1,000,000) per person and one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate; and property damage in the amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate.
- d. Professional Liability Insurance: The Contractor shall maintain Professional Liability (errors and omissions) Insurance on a claims made basis with limits of liability of not less than one million dollars (\$1,000,000).
- e. General Requirements: All insurance required hereunder shall be maintained in full force and effect in a company or companies reasonably satisfactory to the College and shall be maintained at Contractor's expense. All insurance required hereunder shall name "McHenry County College, its agents, its employees, and its assigns" as additional insureds and shall contain a clause requiring written notice to the College thirty (30) days in advance of the cancellation, non-renewal, or material modification of said insurance as evidenced by return receipt of United States certified mail. Certificates of insurance shall be

supplied contemporaneously with the execution and delivery of a final contract. Said certificates shall evidence compliance with all provisions of this section 6-11.

6-12 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless College, College's officers, directors, partners, and employees from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all courts or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Contractor or Contractor's officers, directors, partners, employees, and Contractor's sub-contractors in the performance and furnishing of Contractor's services under this Agreement.

6-13 APPROPRIATIONS CLAUSE

The College's obligations and liabilities hereunder are subject to the appropriation of funds. If funds are not appropriated for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

6-14 GENERAL QUALITY

All of the Contractor's work shall be performed with the highest degree of skill and completed in accordance with the Agreement Documents.

6-15 PROOF OF COMPLIANCE WITH AGREEMENT

In order that the College may determine whether the Contractor has complied with the requirements of the Agreement documents, the Contractor shall, at any time when requested by the College, submit to the College properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

6-16 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by the College and working properly, or unless the College provides otherwise, the Contractor shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the College. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by College and working properly, the risk of all loss or damage shall be borne by College, excluding loss or damage caused by acts, omissions, or negligence of the Contractor.

6-17 SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

6-18 INTEGRATION

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless in writing communicated in the stipulated manner, and signed by the College and the Contractor.

6-19 SURVIVAL OF TERMS

The terms and provisions hereof, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties, shall survive this Agreement and shall remain in full force and effect thereafter.

6-20 HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6-21 ADDITIONAL ACTS (FURTHER ASSURANCES)

Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any party hereto may reasonably require to consummate the transaction contemplated hereunder.

6-22 TIME OF ESSENCE

All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

6-23 INFORMATION TRUE AND CORRECT

All documents, agreements and other information provided to the College by Contractor or which Contractor has caused to be provided to the College are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

6-24 CONFIDENTIALITY

The parties hereto agree that the terms and conditions of this Agreement shall be held in confidence except as required by or for applicable disclosure laws, financing sources, enforcement of the Agreement, mergers and acquisitions, or as otherwise mutually agreed by the Parties, and such agreement shall not be withheld unreasonably.

6-25 TERMINATION FOR CONVENIENCE

The College may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the College, the Contractor will account for the same and dispose of it in the manner the College directs.

**MCHENRY COUNTY COLLEGE
GENERAL TERMS AND CONDITIONS**

1. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CONTRACTOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED FOR IN WRITING MCHENRY COUNTY COLLEGE.
2. CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantity or specifications of this order will be effective without the written consent of the Interim Vice President of Administration.
3. PACKING: No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified.
4. DELIVERY: For any exceptions to the delivery date as specified on the order, Contractor shall give prior notification and obtain approval thereto from Interim Vice President of Administration. With respect to delivery under this order, time is of the essence and order is subject to termination for failure to deliver within the timeframe specified in this order.
5. SHIPPING INSTRUCTIONS: Unless otherwise instructed, all goods are to be shipped prepaid and allowed, FOB Destination.
6. ORDER NUMBERS: Agreement order numbers or purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
7. REJECTION: All goods, materials, or services purchased herein are subject to approval by MCC. Any rejection of goods, materials, or services resulting from nonconformity to the terms, conditions or specifications of this order, whether the goods are held by MCC or returned, will be at Contractor's risk and expense.
8. QUALITY STANDARDS: Brand names, models, and specifications referenced herein are meant to establish a minimum standard of quality, performance, or use required by the College. No substitutions will be permitted without written authorization of the Interim Vice President of Administration.
9. WARRANTIES: Contractor warrants that all products delivered under this order shall be new, unless otherwise specified, free from defects in material and workmanship, and shall be fit for the intended purpose. All products found defective shall be replaced by the Contractor upon notification by MCC. All costs of replacement, including shipping charges, are to be borne by the Contractor.
10. PAYMENT, CASH DISCOUNT: Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received and accepted, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment shall not be considered late if a check or warrant is available or mailed within the time specified.
11. LIENS, CLAIMS AND ENCUMBRANCES: Contractor warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims or encumbrances of any kind.
12. TERMINATION: In the event of a breach by Contractor of any of the provisions of this Agreement, MCC reserves the right to cancel and terminate this Agreement forthwith upon giving written notice to the

Contractor. Contractor shall be liable for damages suffered by MCC resulting from Contractor's breach of Agreement.

13. **TRADEMARKS:** Contractor shall not use the name, trade name, trademark, or any other designation of the College, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the College's prior written consent in each case.
14. **SAVE HARMLESS:** Contractor shall protect, indemnify, and save MCC harmless from and against any damage, cost or liability, including reasonable attorney's fees, for any or all injuries to persons or property arising from acts or omissions of Contractor, its employees, or subcontractors, howsoever caused.
15. **OSHA REGULATIONS:** Contractor guarantees all items, or services, meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act.
16. **TAXES:** The College is exempt from all State and Local Sales Tax or Federal Excise Tax. McHenry County College's Tax Exemption Identification No. is E9995-0332-06. A copy of the exemption number from the Illinois Department of Revenue will be furnished upon written request to the Business Services Office of McHenry County College.
17. **BINDING EFFECT:** This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.
18. **ASSIGNMENTS:** No Agreement, order, or any interest therein shall be transferred by Contractor to any other party without the approval in writing of the Vice President for Administration. Transfer of an Agreement without approval may cause the rescission of the transferred Agreement at the option of MCC. Notwithstanding any assignment, Contractor shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions of this Agreement.
19. **WAIVER:** No covenant, term or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and then only to the extent of such written consent. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default unless otherwise expressly agreed to in writing.
20. **FORCE MAJEURE:** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
21. **NO JOINT VENTURE:** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment or agency relationship between the parties.
23. **NONDISCRIMINATION:** Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.

24. COLLEGE REGULATIONS: Contractor shall follow and comply with all rules and regulations of the College and the reasonable instructions of College personnel.
25. GOVERNING LAW: This Agreement shall be construed in accordance with, and governed by the laws of the State of Illinois. Any legal proceeding related to this Agreement shall be instituted in the courts of the state of Illinois, and Contractor agrees to submit to the jurisdiction of such court.

McHenry County College
Request for Proposals No. 05142011

Attachment A

Proposal Response Certification

Date

The undersigned, as Architect, declares that they have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers _____ to _____ have been received and were examined as part of the RFP document.

Name of Architect

Tax ID Number

Signature of Architect

Title

Name of Firm

Street Address

City, State, Zip

Telephone / Fax Number

State of Incorporation

E-mail Address

Business Classification Type (Please check mark if applicable):

Minority Business Enterprise (MBE) _____
Women Owned Business Enterprise (WBE) _____
Small Business Enterprise (SBE) _____
Veteran Business Enterprise (VBE) _____
Disadvantaged Business Enterprise (DBE) _____

Business Classification Type is used for tracking purposes, not as criteria for award.

PROPOSED INTERVIEW OUTLINE

INTRODUCTIONS

Professional Qualifications Presentation

- Specialties, strengths & uniqueness
- Expertise of team members
- Review of similar or relevant project experience
- Why select your team?

Pre-Design / Master Planning Process / Project Approach

- Pre-design/master planning approach and team philosophy
- Interaction with owner/user
- Design/functional relationship of past work
- Technology applications and experience
- Energy awareness in design
- Relevance of sustainable design opportunities
- Value engineering processes & life cycle analysis
- Cost estimating and budget development
- Space analysis - assignable space
- Special visual tools, techniques and resources available

Interview Questions and Answers Session

Summary & Closing Statements

FINAL SELECTION CRITERIA

- Request for Proposal Response
- Interview and Presentation
- Relevant Experience
- Reference Response
- Pre-Design Services Available

SUMMARY

The College is aware of the tremendous amount of time and energy that is required to submit proposals for future work. We have tried to involve members from the architectural community, have examined processes utilized at other colleges and universities, and have solicited input from professional groups to develop an instrument and process that provides a fair and equitable measurement of each firm's capabilities in response to the needs of the College.

We are aware that there is no precise way to measure and evaluate the future; however, the Board of Trustees and College administration, staff and faculty want to select a team of design professionals who will listen to client needs—developing and interpreting those needs into a visionary and realistic solution that is cost effective. We see this as an opportunity to refocus the growth and development of the educational process, to continue the MCC standard of quality, and to further the mission of the College to enrich the lives of our communities and our students.