

MCHENRY COUNTY COLLEGE  
INVITATION FOR BIDS #06212011  
DIMMER BOARD REPLACEMENT

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**Summary**

McHenry County College requests bids from companies to supply a Dimmer Board to be used in the colleges Black Box Theater.

Issued:	June 3, 2011
Product Requested:	Dimmer Board Replacement
IFB Closing Date/Time:	June 21, 2011, 10:00 a.m. central time
IFB Contact:	Jennifer Jones, Director for Business Services JJones@McHenry.edu

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Bids must be sealed and delivered to the attention of Jennifer Jones, Director for Business Services, McHenry County College, 8900 US Highway 14, Crystal Lake, IL 60012 on or before June 17, 2011, 10:00 a.m. central time. There will not be a public bid opening.

**All late bids will be rejected.**

All bids must be signed by a duly authorized representative of the firm.

**All unsigned bids will be automatically rejected.**

McHenry County College administration will competitively evaluate all qualified bids and present a recommendation to enter into an agreement with the Board of Trustees at the July 28, 2011 Board meeting.

We appreciate your interest in McHenry County College and look forward to your response.

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**INVITATION FOR BIDS**



**DIMMER BOARD REPLACEMENT**

**IFB# 06212011**

**Issue Date: June 3, 2011**

**IFB Response Deadline: June 21, 2011**

McHenry County College  
8900 US Highway 14  
Crystal Lake, Illinois 60012-2761  
Telephone: (815) 455-3700

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**1.0 GENERAL REQUIREMENTS**

**1.1 Introduction:** McHenry County College (hereinafter “MCC”) is inviting responsible Contractors (hereinafter “Bidder” or “Contractor”) to submit bids to provide MCC with a ***Replacement Dimmer Board***. A more complete description of the supplies and/or services sought is provided in the “Bid Specifications” of the IFB. If you are interested and able to meet these requirements, we would appreciate and welcome a bid. This IFB will set forth any evaluation criteria to be used in determining product or service acceptability. It may require the submission of bid samples, descriptive literature, technical data, references, licenses, or other information or material.

Unsolicited bid samples or descriptive literature however, are submitted at the Contractor’s risk, may not be examined or tested, will not be deemed to vary any of the provisions of the IFB, and may not be utilized by the Contractor to contest a decision or understanding with MCC.

**1.2 Background:** McHenry County College (MCC) is a community college offering pre-baccalaureate programs for students planning to transfer to a four-year university, occupational education leading directly to employment, adult education and literacy programs, work force and workplace development services, and support services to help students succeed. McHenry County College serves one of the fastest growing counties in Illinois. MCC is located forty-five miles northwest of downtown Chicago. MCC is committed to providing high quality, need-based educational and training opportunities to adult residents of Community College District 528. Nearly 250,000 residents live within the MCC district boundaries. The campus is located at 8900 U.S. Highway 14, Crystal Lake, IL 60012.

**1.3 Contact Information:** The contact, identified below, is the sole point of contact regarding the IFB and bid submission, from the date of issuance until selection of the successful Contractor.

Jennifer Jones  
Director of Business Services  
McHenry County College  
8900 US Highway 14  
Building A, Room 248  
Crystal Lake, IL 60012  
Email: [jjones@mchenry.edu](mailto:jjones@mchenry.edu)

**1.4** Bids shall identify the individuals having authority to contractually bind the Contractor. It shall also name the person to be contacted both during the period of evaluation of bids and execution. This information is to include the name, title, address, telephone, fax number, and email address of this individual

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- 1.5 Key Event Dates:** The following dates are set forth for informational and planning purposes; however, MCC reserves the right to change the dates.

MCC Issues IFB	June 3, 2011
Last day to send question/clarifications to <a href="mailto:jjones@mchenry.edu">jjones@mchenry.edu</a>	June 13, 2011
Addendum	June 15, 2011 – <a href="http://www.mchenry.edu/bid">www.mchenry.edu/bid</a>
Bid Due Date	June 21, 2011, 10:00 A.M. Central Time
Reviewed by MCC Evaluation Team	May 22-23, 2011
Reviewed by Board of Trustees	July 28, 2011
Notification of Award	August 1, 2011
Expected Delivery/Installation	No later than August 15, 2011
Project Manager	Thomas Takayama 815-455-8561

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## 2.0 BID SUBMISSION

- 2.1 Examination of Solicitation Documents and Explanation to Bidders:** Bidders are responsible for examining solicitation documents and any addenda issued to become informed of conditions that might affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Director of Business Services via email. The bidder making such request will be solely responsible for its timely receipt by the Director of Business Services. Replies to such notices may be made in the form of an addendum to the solicitation.
- 2.2 Submission:** The submission of a response shall be *prima facie* evidence that the Contractor has full knowledge of the scope and nature of the project requirements. **Faxed Bids ARE NOT acceptable.**
- 2.3 Interpretation or Representations:** MCC assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.
- 2.4 Addenda:** The only method by which any requirement of this solicitation may be modified is by written addendum. Addendum can be found on our website at [www.mchenry.edu/bid](http://www.mchenry.edu/bid). Such addenda shall be acknowledged by signature and included in your bid submission.
- 2.5 Bid Preparation Costs:** The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. MCC is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or contract.
- 2.6 Cancellation of IFB:** If the Director of Business Services determines that it is in MCC's best interest, he/she reserves the right to do any of the following
- Cancel this IFB
  - Modify this IFB in writing as needed
  - Reject any or all bids received in response to this IFB
- 2.7 Accuracy/ Withdrawal of Bids Prior to Bid Opening:** Bids may be withdrawn in writing any time prior to the opening hour. However, no bid may be withdrawn for a period of sixty (60) days subsequent to its opening without the prior written approval of the Director of Business Services of McHenry County College. All bid amounts must be in affect for no less than 120 days from the bid opening date.
- 2.8 Taxes:** MCC is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, MCC will not be responsible for payment of the taxes. The Contractor shall absorb the taxes entirely. Upon request, MCC's Tax Exemption Certificate will be furnished.

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- 2.9 Evaluation:** In evaluating the bids submitted, MCC will apply the “Best Value” standard in selecting the Contractor to be awarded a contract for this project. Purchase price is not the only criteria that will be used in the evaluation process. Any award resulting from this bid will be made to that Contractor whose offer conforms to the bid and it is determined to be the most advantageous, or “best value” to MCC, in the sole judgment of MCC. The selection process will include, but not be limited to, the following considerations:
1. The quality and range of products and services the firm proposes to provide.
  2. The ability to provide product and service in an expedient and efficient manner.
  3. The firm’s overall experience, reputation, expertise, stability, and financial responsibility.
  4. The experience and qualifications of the staff that will be assigned to the account.
  5. The provider’s ability to assist MCC in meeting the overall goals of bid.
  6. The bidder’s past relationship with MCC, if any.
  7. Any other relevant factor that a business entity would consider in selecting a Contractor.

- 2.10 Award of Contract:** MCC reserves the right to reject any or all bids submitted, waive irregularities, and to accept that bid which is considered to be in the best interest of MCC. Any such decision shall be considered final and not subject to recourse. Unless we are advised to the contrary, it is understood that the bid has been submitted in strict accordance with specifications. Any exceptions and explanations regarding the items listed should be delivered with the bid. Submit complete specifications for any substitute offered. In the event two bidders have submitted equal values for items listed, the in-district bidder will be given preference, everything else being equal.

The successful and unsuccessful bidders will be notified within three business days by e-mail of the successful bidder, following the Board of Trustees meeting. The Contractor may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof without written permission from MCC. We reserve the right to make moderate quantity alterations to conform to budget limitations.

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- 3.0 INSTRUCTION TO BIDDERS:** Read the following instructions carefully before submitting any bid. Failure to follow these instructions and the rules may result in the rejection of your bid. MCC reserves the right to reject any and all bids, to waive minor or immaterial irregularities, informalities or technicalities, to advertise for new bids, or to request confirmation or clarification from any bidder regarding a bid. In order for MCC to evaluate bids fairly and completely, bidders must follow the format set forth herein and must provide all of the information requested. All items identified in the following list must be addressed as concisely as possible in order for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid.
- 3.1 Cover Letter:** The cover letter must confirm that the **bidder understands all the terms and conditions contained in this IFB and will comply with all the provisions of this IFB.** Further, that should the contract be awarded to your company, you would be prepared to begin services upon contract approval from MCC. The cover letter must include the full contact information of the person(s) MCC shall contact regarding the bid. A bidder representative authorized to make contractual obligations must sign the cover letter. The letter must also state whether or not Subcontractors will be used.
- 3.2 About Your Company:** Please provide information regarding the organizational structure of your company. List separate legal entities and their relationship to each other. Please also include a copy of your most recent financial statements including your annual sales.
- 3.3 References:** Please provide contact information for at least three (3) current clients similar in size and/or structure to MCC using Attachment D.
- 3.4 Contact Information:** Please provide the names and contact information for all individuals responsible for service and management of vending machines located at MCC.
- 3.5 Pricing:** Bidder shall submit pricing on the IFB Pricing Form.
- 3.6 Packaging of Response:** Please submit (1) original and (2) copies of the bid. The bids, must be submitted by mail, hand delivery, overnight carrier or certified mail in a package sealed and labeled showing the following information on the outside:
- Bidder's complete name and address
  - Solicitation Number
  - Bid Due Date and Time
  - Sealed Bid
- 3.7 Late Bids:** *Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.* It shall be the bidder's sole risk to assure delivery at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.
- 3.8 Bidder's Signature:** Attachments must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude MCC from obtaining the best possible supply or service.



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- 3.9 Bid Opening:** MCC will open all bids that are submitted in a proper and timely manner, and will record the names and other information specified by law and rule. All bids become the property of MCC and will not be returned except in the case of a late bid. Winning bidder will be listed on MCC's website after the board of trustee's July 28, 2011 meeting.
- 3.10 Responders' Costs:** The cost of developing a bid for this IFB belongs solely to the bidder and may not be charged to MCC.

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**4.0 BID SPECIFICATIONS**

McHenry County College is inviting responsible Contractors to submit bids for a ***Replacement Dimmer Board***. The successful bidder will supply all materials and perform all labor necessary to complete the project based on the specifications listed below. All pricing shall be listed and submitted on the IFB Pricing Form. ***All warranty information must be included with the bid. Pricing must be inclusive of all fees. The College prefers pricing for an A-2000 Leviton system per attached specifications.***

MCHENRY COUNTY COLLEGE  
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**Product  
 Specifications**

**a-2000  
 Dimmer Modules**

Supported Load Type	Universal	240V	Standard
Incandescent	X	X	X
Tungsten	X	X	X
Neon	X	X	X
Cold-Cathode	X	X	X
Magnetic Low Voltage	X	X	X
Electronic Low Voltage*	X	X	X
Fluorescent Dimming Ballasts	X	X	X
0-10V Fluorescent Ballast Examples: Advance Mark 7 <sup>†</sup>	X	X	X
2-Wire Fluorescent Ballast Examples: Advance Mark 10 <sup>†</sup>	X		X
3-Wire Fluorescent Ballast Examples: Lutron Hi-Lume® & Eco-10 <sup>™†</sup>	X		

\* Electronic Low Voltage transformers are supported upon the manufacturer's approval for use with forward phase dimmers. When the use of Electronic Low Voltage is required which does not meet this requirement, Leviton's PE400 power extender may be used. Contact your local Leviton LMS representative for more information.

<sup>†</sup> Mark 7<sup>™</sup> is a trademark and Mark 10<sup>®</sup> is a registered trademark of Advance Transformer Company. Eco-10<sup>™</sup> is a trademark and Hi-Lume<sup>®</sup> is a registered trademark of Lutron Electronics, Inc.

**ORDERING INFORMATION**

Catalog No.	Description
A20UN-012	a-2000 Universal Dual Dimmer Module, 120V, 20A
A20UN-027	a-2000 Universal Dual Dimmer Module, 120/277V, 20A
A20DD-012	a-2000 Dual Dimmer Module, 120V, 20A
A20DC-012	a-2000 Dual Constant Module, 120V, 20A
A20HD-012	a-2000 High Rise Dimmer Module, 120V, 20A
A20DD-A27	a-2000 Dual Dimmer Module, 277V, 20A
A20DC-A27	a-2000 Dual Constant Module, 277V, 20A
A15DD-230	a-2000 Dual Dimmer Module, 240V, 15A
A20DD-230	a-2000 Dual Dimmer Module, 240V, 20A

**LEVITON SPECIFICATION SUBMITTAL**

JOB NAME:	CATALOG NUMBERS:
JOB NUMBER:	

Leviton Manufacturing Co., Inc.  
 P.O. Box 2210 • Tualatin, Oregon 97062 • Phone: (503)404-5500 • Fax: (503) 404-5600

Visit our Website at: [www.lms.leviton.com](http://www.lms.leviton.com)

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MCHENRY COUNTY COLLEGE  
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 DIMMER BOARD REPLACEMENT

**Product Specifications**

**a-2000 Cabinets**

**a-2000® Cabinets**  
*Dimming performance and precision control*

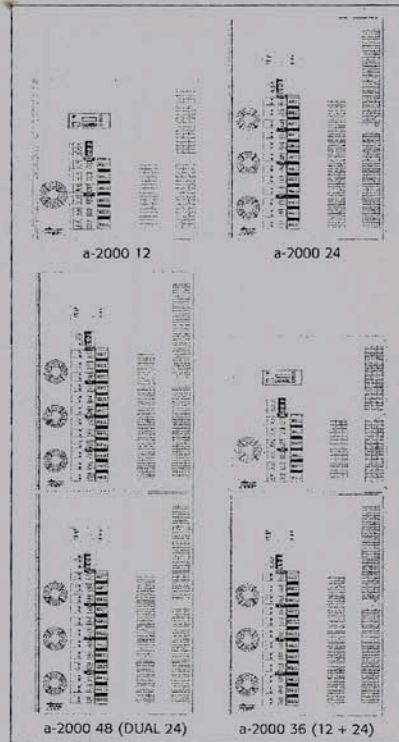
The a-2000® is a compact, high-performance dimming cabinet that combines theatrical grade performance with the ability to control a wide variety of architectural load types. It is an ideal solution for applications such as cafeterias, multi-purpose rooms, ballrooms, and all spaces requiring a single dimming source for a broad range of loads. The a-2000's modular design enables rapid servicing of both dimming modules and control electronics. The shallow enclosure can be easily flush-mounted and fits within two stud widths. The a-2000 digital module cabinets are easy to install and work with virtually all types of lighting, including 120 and 277VAC dimming fluorescent lamps. This state-of-the-art cabinet integrates seamlessly with preset or manual controls, building automation, daylight harvesting and time clock systems. The a-2000 is a highly versatile dimming platform supporting a broad array of control requirements.

**FEATURES**

- Fully programmable from front panel
- Plug-in dimmer modules for easy maintenance
- Communication inputs: DMX512, Luma-Net III, RS485, full bright, emergency, and +0-10VDC analog
- Capacity of up to 48 dimmer circuits
- Each dimmer channel rated to 20A continuous (20A modules only)
- All load types supported
- Rugged dual-SCR dimmer circuitry for superior dimming performance and reliability over triac dimmers
- Individual per-dimmer bypass worklight functions
- Restoration feature restores the last lighting look in the event of power failures
- Lifetime non-volatile memory
- Super quiet, redundant ball-bearing fan design for added reliability
- Contractor-friendly design for easy installation with a large wiring space
- Compact 30<sup>3</sup>/<sub>8</sub> inch cabinet width holds up to 24 dimmer CCTS and fits between two stud widths
- Surface or recessed mounting
- Top, bottom, or side feed

**APPLICATIONS**

- Office spaces
- Daylight Harvesting
- Cafeterias
- Ballrooms
- Auditoriums
- Houses of worship
- Lecture halls
- Conference rooms
- Restaurants
- Multi-purpose rooms
- Office spaces
- Spaces requiring a single dimming source for a broad range of loads



**a-2000 Cabinets**

**LEVITON** SPECIFICATION SUBMITTAL

JOB NAME:	CATALOG NUMBERS:
JOB NUMBER:	

Leviton Mfg. Co., Inc.  
 P.O. Box 2210 • Tualatin, Oregon 97062  
 Phone: (503)404-5500 • Fax: (503)404-5600

Visit our Website at: [www.leviton.com](http://www.leviton.com)

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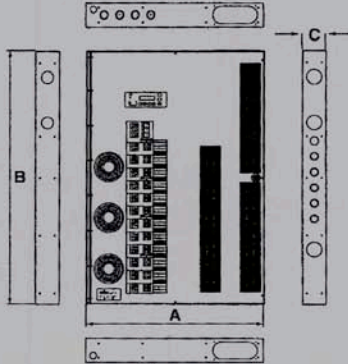




MCHENRY COUNTY COLLEGE  
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**Product Specifications**

**a-2000 Cabinets**



**Figure A**

**ENVIRONMENTAL**

<b>Enclosure:</b> NEMA Type 1, #14 U.S. gauge steel, indoors only		
<b>Operating Temperature Range:</b> 32–104° F (0–40° C)		
<b>Relative Humidity:</b> Less than 90% non-condensing		
<b>Mounting:</b> Surface or flush		
<b>Cabinet Weight:</b>		
<b>Cabinet Size</b>	<b>Shipping Weight*</b>	<b>Installed Weight*</b>
12	145 lbs. (66 kg)	126 lbs. (57.4 kg)
24	185 lbs. (84.2 kg)	155 lbs. (70.6 kg)
36	311 lbs. (141.6 kg)	285 lbs. (129.7 kg)
48	343 lbs. (156.1 kg)	310 lbs. (141.1 kg)
*Dimmer modules not included. Dimmer modules weigh approximately 3.25 lbs (1.25 kg).		

**DIMENSIONS – In. (cm)\* (See Figure A)**

Cabinet	A*	B*	C*
12	30 1/8" (76.4 cm)	29 7/8" (75.7 cm)	4 1/8" (10.5 cm)
24	30 1/8" (76.4 cm)	43" (109 cm)	4 7/8" (10.5 cm)
36	30 1/8" (76.4 cm)	72 7/8" (184.7 cm)	4 1/8" (10.5 cm)
48	30 1/8" (76.4 cm)	86" (218 cm)	4 1/8" (10.5 cm)

\*Flush trims add 2" (5.07 cm) to overall length and width.

**HEAT OUTPUT**

# of Channels	Maximum* (BTUs/Hour)
6	1179
12	2358
18	3537
24	4715
36	7073
48	9431

\*Assumes connected load of 1920W w/circuit in continuous use, 97% dimmer efficiency.

**FEED CAPACITY**

**CABINETS WITH MAIN BREAKERS (Factory Installed)**

Main Breaker Size (A)	Cabinet Sizes	Wire Size
30, 50, 60	12, 24	#14–#2 AWG
40	24	#14–#2 AWG
70, 80, 100	12, 24	#12–2/0 AWG
90	24	#12–2/0 AWG
110, 125	24	#4–250kcmil
125 (1Ø only)	12	#4–250kcmil
150	24, 36	#4–250kcmil
175, 200	24, 36	#4–250kcmil
225	36	#4–250kcmil
Main Breaker not available	48	N/A

**CABINETS WITH MAIN LUGS**

Cabinet Size	Phase	Maximum Feed Size	Wire Size
12	1	125A	#14–2/0 AWG
12	3	80A	#14–2/0 AWG
36	1	250A	#6–250kcmil
36	3	250A	#6–250kcmil
24	1	250A	250kcmil–#6
24	3	175A	#4/0–#6
48	1	500A	2x250kcmil–#6
48	3	350A	2x250kcmil–#6

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2 Visit our Website at: [www.leviton.com](http://www.leviton.com)

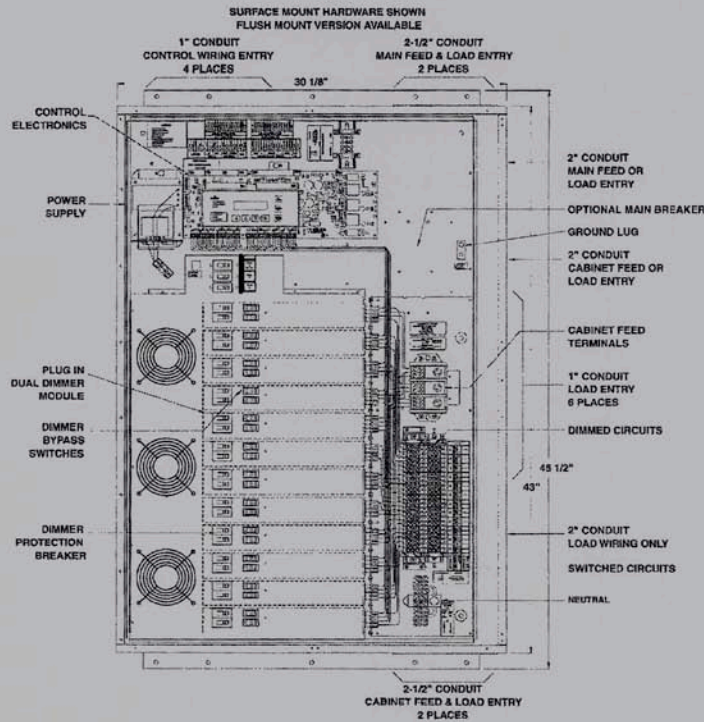
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**Product  
 Specifications**

**a-2000 Cabinets**



**SPECIFICATIONS**

**Compatible Controls**

Dimensions™ D8000  
 Dimensions™ D4200  
 DMX Controllers  
 Analog 0-10VDC

**Standards**

UL and cUL Listed (Reference: UL File E123072)  
 Backed by limited two-year warranty

**Power**

Input power: 120-127V, 277V  
 Single phase or three phase  
 All voltages 60Hz, Phase-to-neutral  
 Branch circuit breakers: UL-Listed fully magnetic  
 Per Circuit Bypass switches

**AIC Ratings**

120V Cabinets—10,000 A  
 277V Cabinets—10,000 A

**Sources/Load Types\*\***

- Incandescent (halogen)/Tungsten
- Magnetic low voltage
- Advance Mark 10®†
- 0-10VDC fluorescent dimming ballasts
- 3-wire fluorescent dimming ballasts (Lutron Hi-lume® & Eco-10™)†
- HID (non-dim only)
- Electronic low-voltage factory approved transformer only

\*\* Refer to Dimmer Module Data Sheets

† Mark 10® is a registered trademark of Advance Transformer Company.  
 Eco-10™ is a trademark and Hi-lume® is a registered trademark of Lutron Electronics, Inc

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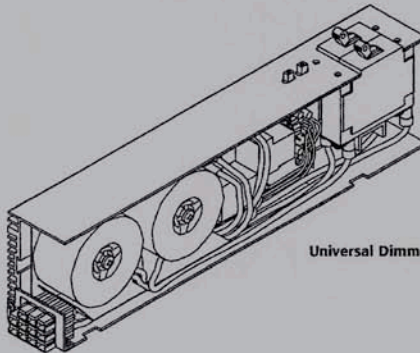


MCHENRY COUNTY COLLEGE  
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**Product Specifications**

**a-2000  
 Dimmer Modules**

**a-2000® Dimmer Modules**  
 Dimming performance and precision control



Universal Dimmer Module

a-2000 Dimmer Modules

a-2000 uses a modular dimmer allowing for ease of replacement and custom tailoring of module type to each project's specific needs. Leviton's a-2000 dimmer modules employ proven dual SCR dimming technology, inherited from Leviton's line of theatrical equipment.

**FEATURES**

- 20A continuous duty rating (120V modules only)
- Voltage regulation: compensates for incoming line voltage variations

**Universal Modules:**

- Supports all standard load types as well as two circuits of Hi-lume® and other 3-wire fluorescent dimming ballasts
- Bypass switch has two modes: Normal and Bypass. When the switch is set to Bypass (red LED illuminated), the SCRs and relays are forced to turn on independent of the control module
- 277V Universal modules may be used in 120V cabinets.
- 120V Universal modules may be used only in 120V cabinets.

**240V Modules:**

- Built-in bypass switches (240V): Bypasses control electronics permitting the cabinet to be used for work lights during construction.
- Reference Supported Load Types table.

**Standard Modules:**

- Built-in bypass switches (120V) or shunts (277V): Bypasses control electronics permitting the cabinet to be used for work lights during construction.
- Reference Supported Load Types table.

**SPECIFICATIONS**

- 97% efficiency
- 350uS rise time standard
- 90% choke performance at 25% load
- Ratings are for continuous use at 100% load

**LEVITON SPECIFICATION SUBMITTAL**

JOB NAME:	CATALOG NUMBERS:
JOB NUMBER:	

Leviton Mfg. Co., Inc.  
 P.O. Box 2210 • Tualatin, Oregon 97062  
 • Phone: (503)404-5500 • Fax: (503) 404-5600

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**5.0 GENERAL TERMS AND CONDITIONS**

1. **Applicability:** These general terms and conditions will be observed in preparing the bid to be submitted.
2. **Acceptance and Rejection:** MCC reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
3. **Specifications:** Any deviation from the specification set forth must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations should be explained in detail.
4. **Time for Consideration:** Additional consideration may be given to bids allowing not less than 30 days for review and acceptance.
5. **Resale Price Maintenance:** MCC opposes resale price maintenance in public bidding, and bid prices based on this or other anticompetitive practice will be subject to appropriate remedies.
6. **Non-Discrimination:** The successful bidder will comply with all Federal and State requirements concerning fair employment, employment of the handicapped, and the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, national origin, or physical handicap.
7. **Sexual Harassment:** An amendment to the Illinois Human Rights Act requires eligible bidders for State contracts to implement detailed and specific sexual harassment policies. Every party bidding for and/or obtaining a public contract is required to have written sexual harassment policies that must include, at a minimum, a statement that sexual harassment is illegal; the definition of sexual harassment under State law; a description of sexual harassment (utilizing examples); the party's internal complaint process including penalties, the legal recourse, investigative and complaint process available through the Illinois Human Rights Department and the Commission (including directions on how to contact the Department and Commission); and the applicability of protection against as provided by the Human Rights Act.
8. **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.
9. **Manufacturer's Names:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for purpose of description and establishing general quality levels. Such references are not intended to be restrictive, and equivalent products of any manufacturer may be offered. Determination of equivalency shall rest solely with McHenry County College.



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10. **Information and Descriptive Literature:** Bidders are to furnish all information requested. Further, as may be specified elsewhere, each bidder must submit with the bid cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted previously does not satisfy this provision. Bids in non-compliance with these requirements will be subject to rejection.
11. **Condition and Packaging:** If applicable and unless otherwise defined in the bid invitation or submission, it is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition; that all containers shall be new and suitable for storage or shipment; and that prices include standard commercial packaging.
12. **Safety Standards:** If applicable, manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in accordance with any State or local requirements for labeling or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels, the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies, or the American Gas Association for gas operated assemblies. Further, all items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA) and State, local, and federal requirements relating to clear air and water pollution.
13. **Samples:** Samples may be requested as a part of the solicitation or after the opening of bids. When requested, they are to be furnished as called for, free of expense, and if not destroyed, will upon request be returned at bidder's expense. Bidder's request for return of samples must be made not later than the date on which they are furnished. Bidder shall label each sample individually with bidder's name and item number.
14. **Governmental Restrictions:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of any item offered on this bid prior to delivery, it shall be the responsibility of the successful bidder to notify the Purchasing Office at once, indicating in writing the specific regulation which requires such alterations. McHenry County College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract.
15. **Award, Payment, and Assignment:** Award will be made to the responsive and responsible bidder whose bid is most economical according to criteria designated in the solicitation. Acceptance is to be confirmed by purchase order issued by or on part of McHenry County College, including shipping and billing instructions. McHenry County College is responsible for all payments. Neither the contract nor payments due may be assigned except with prior written approval from the Vice President for Finance, McHenry County College.
16. **Performance and Default:** McHenry County College reserves the right to require a performance bond from the successful bidder. Otherwise, in case of default on part of the Contractor, McHenry County College may procure the articles or services from other sources and hold the Contractor responsible for any excess costs occasioned thereby. The accepted remedies of force majeure will be considered in assessing any Contractor default.

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17. **Recycled Materials:** McHenry County College is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications conforming to Illinois State Statute 20/30.1 pertaining to public community colleges.
18. **Warranty:** Seller warrants that all services and articles will be merchantable and will be free from defect in material and workmanship, and will conform to applicable specifications, drawings, or descriptions furnished by McHenry County College.
19. **Patents:** The Contractor agrees to hold and save McHenry County College, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, with respect to any claim, action, cost, or judgment for patent infringements arising out of purchase or use of equipment, materials, supplies, or services covered by this contract.
20. **Reserved:** (Reserved for including any additional Standard Provisions that may be required.)
21. **Singular - Plural:** Words in the singular number include the plural and these in the plural include the singular, unless the context directs otherwise.
22. **Advertising:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial promotion or advertising without prior approval of the Vice President of Administration.
23. **Purchase:** After notice of the award, purchase will be put into effect by means of purchase orders or suitable contract documents executed by the Director of Business Services.
24. **Right to Cancel:** MCC may cancel contracts resulting from this IFB at any time for a breach of any contractual obligation by providing the Contractor with 90-calendar day's written notice of such cancellation. Should MCC exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.
25. **Proprietary Information:** Bidder should be aware that the contents of all submitted bids are subject to public review and will be subject to the Illinois Freedom of Information Act. All information submitted with your bid will be considered public information unless bidder identifies all proprietary information in the bid by clearly marking on the top of each page so considered, "Proprietary Information." The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While MCC will endeavor to maintain all submitted information deemed proprietary within MCC, MCC will not be liable for the release of such information.
26. **Negotiation:** MCC reserves the right to negotiate all elements, which comprise the bidder's bid to ensure the best possible consideration, be afforded to all concerned. MCC further reserves the right to waive any and all minor irregularities in the bid, waive any defect, and/or reject any and all bids, and to seek new bids when such an action would be deemed in the best interest of MCC.

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27. **Retention of Documentation:** All bid materials and supporting documentation that is submitted in response to this bid becomes the permanent property of MCC.
28. **Insurance Requirements:** If fabrication, construction, installation, service or other work is specified to be conducted on MCC's premises, supplier shall maintain in force during the period of such work the following coverage's: (a) worker's compensation, as required by the laws of the State of Illinois; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. **Upon notification of award and prior to issuance of a contract, the Contractor shall provide MCC a certificate of insurance naming McHenry County College as additional insured.**
29. **Prevailing Wage Act:** To the extent required by law, the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.htm>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties.
30. **Indemnification:** The Contractor shall protect, indemnify and hold MCC harmless against any liability claims and costs for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the Contractor.
31. **Disclosure:** Contractors shall note any and all relationships that might be a conflict of interest and include such information with the bid.
32. **Terms of Payment:** MCC operates under terms of payment for work completed and product delivered within Net 30 days from date of invoice. All payments of invoices need to be approved on a monthly basis. In no case will MCC agree to late fees prior to 60 days before payment is received, this is based on State Statutes for State funded entities.
33. **Delivery:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
34. **Guaranteed Delivery:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials, shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary including administrative costs.
35. **Controlling Law:** This Agreement is to be governed by the laws of the State of Illinois. Each party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

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36. **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>.
37. **Public Disclosure:** The College is a public entity and subject to certain disclosures, such as Illinois' Freedom of Information Act and Open Meetings Act. All material submitted as part of this Request for Proposal will be treated as public information with no expectations of confidentiality.

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**ATTACHMENT A  
EXECUTION OF QUOTE**

**Bid Submitted By and Authorized Signature:** The individual's signature below constitutes that the person is an officer of the company who is authorized to contractually obligate the company listed below. They further constitute that they have read and agree to all instructions and specifications listed in this bid document. All deviations from specifications and terms are in writing and attached hereto.

Bid Submitted by: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

- the Owner/  
Sole Proprietor       Member of the  
Partnership       Officer of the  
Corporation       Member of the  
Joint Venture

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Person: \_\_\_\_\_

FEIN: \_\_\_\_\_

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**ATTACHMENT B  
IFB PRICING**

**Attach Additional Descriptions/Pricing if Necessary**

	<b>Dimmer System</b>	<b>Bid Amount</b>
Option 1		
Option 2		
Option 3		
Option 4		
Other		

**Company:** \_\_\_\_\_  
(Print Company Name)

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
(Print) (Print)

**Signature:** \_\_\_\_\_  
(Signed in ink)

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**ATTACHMENT C**  
**CONTRACTOR CERTIFICATION**  
Illinois Revised Statute 1987  
Chapter 38, Sections 33E-3 and 33E-4

The undersigned hereby certifies that it is not barred from bidding on this contract as a result of violation of either Section 33E-3 (bid rigging) or 33E-4 (bid rotating) of the Illinois Revised Statutes 1987, Chapter 38.

Under penalty of perjury, the undersigned Contractor certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or Illinois antitrust laws.

Company Name \_\_\_\_\_

By \* \_\_\_\_\_

Address \_\_\_\_\_

City/State/ZIP \_\_\_\_\_

\* Must be actual signature in ink of a representative of Contractor authorized to legally commit the Contractor.

Section 33E-5(b) pertains to disclosure of information related to the terms of a bid and any bidder's responsiveness to a request for bids. Specifically, district officials or employees must not knowingly open a sealed bid at a time or place other than as specified by the district. Also, any official who knowingly discloses any information related to the terms of a sealed bid or any bidder's responsiveness to the request for bids commits a class 3 felony. This section does allow, however, that no violation occurs if any disclosure made to an interested person also is made generally available to the public. **CONSEQUENTLY, COLLEGES SHOULD BE CAUTIOUS NOT TO DISCLOSE ANY INFORMATION THAT IS NOT RELEASED TO THE PUBLIC.**

Section 33E-6 contains several provisions potentially impacting College purchasing procedures. **SPECIFICALLY, A PERSON COMMITS A CLASS 4 FELONY WHEN INFORMATION CONCERNING THE SPECIFICATIONS OF A CONTRACT IS KNOWINGLY CONVEYED TO A BIDDER OR PROSPECTIVE BIDDER OTHER THAN THROUGH THE BID INVITATION, PRE-BID CONFERENCE, OR CONTRACT SOLICITATION PROCEDURE.** Thus, once an INVITATION FOR BID for a particular contract is released, MCC cannot respond to individual inquires from bidders. Likewise, no information may be volunteered concerning potential Subcontractors if the contract involves subcontracting work.

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**ATTACHMENT D  
REFERENCES**

List three community colleges (*preferably in Illinois*) to whom your company has sold and installed comparable products within the last three years:

1. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_  
CONTACT NAME \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_
  
2. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_
  
3. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_