
PURCHASING POLICY MANUAL

TOWN OF NORMAL, ILLINOIS

2017

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SAMPLE FORMS

Introduction

The purpose of the Town of Normal Purchasing Policy Manual is to specify the appropriate documentation and level of approval that is required to purchase goods and services for use in the Town's operations in compliance with a sound internal control system and applicable laws and Town policy.

This purchasing manual governs all procurements for the Town of Normal, except as otherwise provided by State law or the Town of Normal Municipal Code. These procedures cover who is authorized to approve various procurements, the pricing determination requirements, the competitive bidding process, requests for proposals, and general requirements that apply to all purchases.

The Town of Normal is a home-rule municipality with authority to legislate in matters concerning its local government and affairs. The procedures set forth in this manual are established under the Town's home-rule authority.

Definitions.

"Approved joint-purchasing agreement" means the State Joint Purchasing Program, the United States Conference of Mayors joint purchasing program (U.S. Communities Marketplace), or other joint-purchasing agreement approved by the City Manager.

"Procurement Officer" is the Finance Director or is any other person designated by the City Manager.

"Vendor" means any person executing a contract with the Town to supply products, services, or both.

1. Ethics, Conflicts, and Green-Purchasing Policies

1-1. Code of Ethics.

(a) All Town personnel engaged in purchasing and related activities have a duty to conduct business dealings in a manner above reproach in every respect. Transactions relating to expenditure of public funds require the highest degree of public trust to protect the interests of the Town and its residents. Accordingly, Town employees shall strive to:

- (1) Ensure that public money is spent efficiently and effectively and in accordance with all applicable laws and Town policy.
- (2) Maintain proper confidentiality at all times.
- (3) Purchase without favor or prejudice.

(4) Ensure that all potential suppliers are provided with adequate and identical information upon which to base their offer or quotations and that and subsequent information is made available to all bidders.

(5) Establish and maintain procedures to ensure that fair and equal consideration is given to each offer or quotation received and that selection is based upon the lowest responsible bid or other appropriate criteria.

(b) The City Manager is responsible for determining if a violation of this Code of Ethics has occurred and if any disciplinary action is necessary in accordance with the Town's Personnel Code.

1-2. Policy on Conflicts of Interest.

(a) No employee may participate in the purchasing process if the employee knows any of the following:

(1) The employee is contemporaneously employed by a bidder or vendor that is involved in the procurement transaction.

(2) The employee or any immediate family member holds a critical position with a bidder or vendor that is involved in the procurement transaction. A "critical position" means (i) an owner with an interest of more than 10%, (ii) an officer, director, trustee, partner, or similar position, or (iii) an employee who is substantially involved in the procurement transaction.

(3) The employee or any immediate family member has a financial interest arising from the procurement transaction.

(4) The employee or any immediate family member is negotiating or has an arrangement concerning prospective employment with a bidder or vendor that is involved in the procurement transaction.

(b) An employee's immediate family means a spouse, domestic partner, child, parent, sibling, and any other relative living in the same household as the employee.

(c) The City Manager is responsible for determining if a violation of this Conflict of Interest Policy has occurred and if any disciplinary action is necessary in accordance with the Town's Personnel Code.

1-3. Gift Ban.

(a) Notwithstanding the prohibitions contained in the State Officials and Employees Ethics Act (5 ILCS 430/), no Town officer or employee may accept or solicit any gift from a prohibited source if that gift exceeds \$25 in value unless the gift qualifies as a listed exception set forth in 5 ILCS 430/10-15.

(b) An officer or employee does not violate this provision if he or she promptly takes reasonable action to return a prohibited gift to its source or gives the gift or an amount equal to its value to an appropriate charity that is a 501(c)(3) organization under the Internal Revenue Code.

1-4. Green Purchasing Practices.

(a) The Town is committed to Green Purchasing practices in obtaining goods and services. The Town shall consider environmentally-preferable products when appropriate.

(b) Nothing in this policy requires the procurement of products that do not adequately perform their intended use, requires procurement that excludes adequate competition, or requires the procurement of products that are unavailable at a reasonable price or at a reasonable time.

(c) An “environmentally-preferable product” means a product that meets any of the following criteria:

- (1) is durable, repairable, reusable, or recyclable;
- (2) has a minimum of packaging, toxic content, or chemical-hazard potential;
- (3) is resource or energy efficient in any or all phases of its manufacture, use, or disposal; or
- (4) its use or disposal minimizes or eliminates the Town’s potential environmental liability.

2. Authority to Purchase.

2-1. General Purchase Authority. No employee may purchase products or services on behalf of the Town without first seeking approval as required by this policy. All purchases require advanced approval of the appropriate Department Head or City Manager in accordance with the following guidelines:

Dollar Limit	Required Approval
Up to \$3,000	Department Head (or other employee authorized by City Manager)
\$3,000.01 - \$24,999.99	Department Head and City Manager
\$25,000 and above	Town Council

2-2. General Policy for Soliciting Quotes. Employees are responsible for obtaining quotes for purchases in the instances outlined below:

Dollar Limit	Quote/Bid Required
Up to \$3,000	No quotes are required, employees are encouraged to seek one or more quotes when possible or otherwise ensure that competitive prices are obtained.
\$3,000.01 - \$24,999.99	A requisition for a purchase must include either (i) a minimum of 3 quotes or (ii) sufficient justification to warrant purchase from a specific vendor.
\$25,000 and above	Must be competitively bid except as otherwise set forth in this Manual.

2-3. Joint Purchasing.

(a) The purchase of items available through an approved joint-purchasing agreement may be made without obtaining quotes or bids or prior Council approval.

(b) The purchase of the item must be included in the currently approved annual budget. The Department Head must assure that the item is funded in the currently approved budget and must so inform the Finance Department in the requisition for the item.

2-5. Emergency Purchases.

(a) A Department Head is authorized to make an emergency purchase of less than \$25,000 if the failure to do so could result in an immediate and apparent loss to the Town. The Department Head must notify the City Manager of the emergency purchase at the first opportunity.

(b) All emergency purchases of \$25,000 or more that would otherwise require competitive bidding must be authorized by the City Manager. The City Manager must render a report of the emergency purchase under this subsection to the Town Council at or before its next regular meeting.

2-6. Exemptions.

(a) In some cases, it is difficult or impractical to require competitive bidding for a product or service. These purchases include:

- Sole-source Purchases—only one known supplier is available for that item.

- Redundant Purchases—the purchase of a second item that is the same or substantially the same as an item that had been recently competitively bid.
- Replacement Purchases—the purchase of furniture, carpeting, or other fixtures to match existing fixtures.

(b) If a Department Head believes that a purchase qualifies under this Section, then he or she must provide the City Manager with the justification for an exemption from the competitive-bidding requirement. The City Manager may grant an exemption from the competitive-bidding requirement if he or she determines that the purchase qualifies under this Section.

3. General Considerations

3-1. Payment and Performance Bonds.

(a) The successful bidder on any public-work contract in excess of \$50,000 is required to submit a payment bond and a performance bond in an amount equal to 100% of the total bid. The Town may require these bonds for any other contract.

(b) The company acting as surety for any bond under this section must be licensed to do business in the State of Illinois. The bonds must be in a form acceptable to the Corporation Counsel.

(c) The vendor must provide the appropriate bond within 10 calendar days after the award of the bid. The failure to post a satisfactory bond is grounds to forfeit the bid bond.

3-2. Insurance.

(a) For contracts issued through bidding and other appropriate contracts, the vendor must maintain appropriate insurance coverage. The insurance coverage must include comprehensive general liability, auto liability, professional liability (required only for professional service contracts), workers' compensation (including a waiver of subrogation), and umbrella coverage. The liability limits and other requirements must be specified in the bid document's General Terms, Conditions, and Instructions.

(b) The insurance policies must name the Town, its officers, agents, employees, representatives, and assigns as additional insured.

(c) The vendor must furnish to the Town satisfactory proof of coverage by a reliable company before commencing work. This proof shall consist of certificates executed by the insurance company and filed with the Town together with executed copies of an "Additional Insured Endorsement" form. The certificates must contain a clause to the effect that, for the duration of the contract, the insurance policy may be canceled, expired, or changes so as to the amount of coverage only after written notification at least 30 days in advance has been given to the Town. The certificates must list the Town of Normal, and its officers, agents, and employees as additional insureds on all required insurance policies except for professional liability.

3-3. Indemnification.

(a) To the fullest extent permitted by law, the vendor must agree to indemnify and defend the Town, its officers, agents, and employees against all suits and other claims arising in whole or in part from the vendor's the performance under the contract, including the performance of any employee or subcontractor. There may be an exception for a suit or claim caused solely by the actions of the Town or its officers, agents, or employees.

(b) The vendor must appear, defend, and pay all the charges of attorneys and all costs and other expenses arising from the suit or claim and must satisfy and discharge any judgment rendered against the Town, its officers, agents and employees.

(c) Requirements to provide bonds or insurance do not limit the vendor's requirement of indemnification.

3-4. Prevailing Wage. The vendor on all public works contracts must comply with the Prevailing Wage Act (820 ILCS 130/) and with the Prevailing Wage ordinance of the Town.

3-5. Responsible Bidder – Apprentices Program.

(a) For any public works contract exceeding \$100,000, a "responsible bidder" is a bidder who, in addition to meeting all other requirements, has an apprenticeship and training program with craft specific programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

(b) The requirement under this section does not apply to any contract that the City Manager determines to be an emergency purchase.

3-6. Local Preference Policy.

(a) The Town recognizes that local businesses share income with the community in a variety of ways, including the payment of taxes, job creation, donations to local charities, membership in local organizations such as the Chamber of Commerce, sponsorship of local events and organizations, etc. The Town of Normal believes that such significant local contributions should be recognized when purchasing goods and services. Therefore, the Town seeks to provide that recognition by establishing a policy to give local businesses some preference when purchasing goods and services.

(b) A bidding preference shall be granted to bidders in a competitive bidding situation on the following scale:

- 5% (up to a maximum of \$2,500) on bids of up to \$50,000
- 4% (up to a maximum of \$10,000) on bids of up to \$250,000
- 3% (up to a maximum of \$30,000) on bids of up to \$1,000,000
- \$50,000 on bids of over \$1,000,000.

(c) The preferential discount will be applied to the low bid of all “Local Bidders” when determining the lowest responsible bid. This policy applies to the purchase of all goods and services that are purchased through a competitive-bidding process with a total cost of \$25,000 or greater.

(d) The Town acknowledges that any preference of local businesses may not result in burdensome or unreasonable costs to the taxpayers of the community nor should it restrict the Town from rejecting inferior products or services. This policy does not apply in situations where external funding sources do not permit local-preference-purchasing allowances or in situations where the goods or services being purchased are available through an approved joint-purchasing program. The Town reserves the right to waive or amend this policy when it deems appropriate.

(e) A local bidder shall indicate on the bid submission that the business qualifies as a “Local Bidder” under this policy. The Town of Normal is not responsible for investigating whether or not a business qualifies as a local bidder if the indication is not included on the submitted bid. The City Manager has the sole and final authority to resolve any disputes that may arise over this policy.

(f) A “Local Bidder” means any business that meets all of the following criteria:

- The business has established and maintained a physical presence within the County of McLean , via the ownership or lease of a building or a portion of a building, for a period of not less than 12 consecutive months; and
- The business employs a minimum of 2 full time employees at the McLean County location and that those employees spend the majority of their work day and work week at the McLean County location; and
- The business is legally authorized to conduct business within the State of Illinois and the County of McLean.

3-7. Non-Discrimination.

(a) It is the policy of the Town of Normal that all potential bidders have an equal opportunity to submit bids and to compete on an equal basis for Town business.

(b) As a party to a public contract, each vendor and subcontractor must:

- Refrain from unlawful employment discrimination;
- Certify that it is an “equal opportunity employer” under the federal Civil Rights Act; and
- Comply with the federal Civil Rights Act, the Illinois Human Rights Act, and the Town’s Human Relations Ordinance.

4. Competitive Bidding Requirements

4-1. Competitive Bidding Generally. Unless otherwise provided, all purchases of goods or services of \$25,000 or more are subject to the competitive-bidding process and must be let by free and open competitive bidding, after advertisement, to the lowest responsible bidder or any other bidder whom the Town Council deems to be in the interest of the Town. Purchases of less than \$25,000 may be, but are not required to be, competitively bid.

4-2. Preparation of the Bid Package.

(a) It is the responsibility of each respective department to ensure the proper preparation of the Bid Package.

(b) The Bid Package must contain, at least, the following information:

- Cover Sheet
- Table of Contents
- Bid Call
- Instructions to Bidders
- General Conditions
- Special Conditions
- Bid Proposal Form
- All required certification forms
- Contract Page

(c) The Department Head must review and approve the Bid Package and forward the bid document to the Town Clerk for publication. The Bid Package should not be forwarded to any prospective bidder before publication to ensure that all prospective bidders have equal time to complete the bid document.

(d) The Town Clerk is responsible for forwarding the legal notice to the newspaper for publication, to be published at least 10 days before the bid opening. The Department Head preparing the Bid Package shall also send a copy of the Invitation to Bid to potential bidders.

4-3. Invitation to Bid. The Invitation to Bid must include a general description of the articles or services to be purchased, state the location and times that the Bid Packages may be obtained and state the date, time, and place of the bid opening.

4-4. General Terms, Conditions, and Instructions. All bid packages must contain instructions properly notifying the bidder of Town policies and procedures related to bidding.

4-5. Specifications. The specifications must state the standards acceptable to the Town. The specifications may not be developed in a manner intended so specifically exclude a potential bidder on a technicality or developed in such a manner that only one bidder is possible. The specifications must be broad enough to invite competition but not so expansive as to invite a potentially low bid on an item that is not desired or in the best interest of the Town.

4-6. Bid Proposal Form.

(a) All bids must be submitted on a Bid Proposal Form supplied by the Town. All prices must be entered in ink. The Bid Proposal Form must be signed by an appropriate officer or employee of the vendor.

(b) If several items are being bid at one time and a vendor cannot bid on all items, then the vendor must mark all items on which they are not bidding with the words "No Bid."

(c) Any correction on the Bid Proposal Form must be initialed in ink by the person signing the original bid proposal. In case of a difference between unit price and extension, the lowest price is deemed to be correct.

4-7. Bid Deposit.

(a) A bid deposit to guarantee that the successful bidder will sign a contract) is required for (i) all construction bids of \$25,000 or more or (ii) any other bid for which the Town deems it appropriate to require a bid deposit.

(b) The amount of the bid deposit is 5% of the bid amount or any greater amount as the Town deems appropriate. The bid deposit must be in the form of a bid bond, cashier's check, certified check, or other approved security.

(c) After the award of the contract, the Town will promptly return the bid deposit of each unsuccessful bidder in accordance with Section 4-18.

(d) The Procurement Officer may waive the requirement for the bid deposit for all bidders if he or she deems it to be in the best interest of the Town.

4-8. Certifications. Each vendor is required to submit the Town's Contractor Certification Form. The Certification Form should be included in the Bid Package, with the completed Certification Form to be submitted with the bid response. If, for any reason, the Certification Form is not included in the Bid Package, then the successful bidder must complete and return the Certification Form to the Town prior to the commencement of any work under the contract.

4-9. Samples. If samples are to be submitted with a bid, those samples will be held until a bid award is made. If a vendor wishes to submit a sample for trial use, then the product must be presented at no cost or obligation to the Town.

4-10. Bidder Inquiries. Only the City Manager, affected Department Head, or Procurement Officer may respond to bidder inquiries. Inquiries, other than those made at a pre-bid conference, must be submitted in writing. Answers to all written inquiries will be provided in writing to all bidders by addendum.

4-11. Pre-Bid Conference. Departments are encouraged to schedule a pre-bid conference, sufficiently in advance of a bid opening, to explain the Town's policies, procedures, and specifications and hear questions from prospective bidders.

4-12. Bid Submission.

(a) All bid responses must be submitted in a sealed envelope and marked as indicated in the bid instructions. Bid responses may not be accepted by telephone, facsimile, email, or similar means.

(b) The bids must be received before the time and date stated in the bid instructions. The Town shall reject any response received after that date and time, regardless of any reason for the delayed receipt. Upon receipt, the Town clerk shall date-stamp the sealed envelope containing the bid response.

(c) The bid responses shall be kept in the vault or other secure location and may not leave the Town Clerk's control until after the bids are opened and publicly read aloud.

4-13. Withdrawal and Revision of Bids.

(a) A bidder may withdraw or revise a bid prior to the time that bids must be received.

(b) A bidder may withdraw a bid by submitting a written request to the Town Clerk.

(c) Revisions may be made by submitting a new Bid Form with the notation "Revised Bid" and the date of submission to the Town Clerk prior to the time that bids must be received. This change must be submitted in a separate envelope marked the same as the original bid with the words "Revised Bid" and the date the revision is submitted. At the bid opening, the Town Clerk shall announce that a revision has been submitted and the date the revision was submitted. Upon opening of the bid, the Town Clerk shall open the envelope with the revision, read the revised price, and add the revised form to the original bid packet.

4-14. Premature Bid Opening.

(a) If any person opens a sealed bid before the determined date and time for the opening, then the person must immediately submit a written report to the Procurement Officer stating the time of the premature opening and the circumstances behind it. The written report must also state as a fact that the information contained in the bid documents has not been disclosed to the public, any potential bidder, or any Town employee. The bid and the written report must be forwarded to the Procurement Officer.

(b) The Procurement Officer must notify the affected bidder of the prematurely opened bid by the most expeditious means possible. The bidder may have the bid returned for placement in another sealed envelope or permit the Procurement Officer to reseal the envelope. If resealing the bid, the Procurement Officer shall note on the envelope the name of the person as agent of the bidder who has authorized the resealing of the envelope and attach the written report to the envelope, which shall be retained in the bid file for public inspection.

4-15. Bid Opening Procedures.

(a) Bid proposals must be publicly opened and read aloud in a designated place on the date and time specified in the Bid Call. The Town Clerk or his or her representative presides at all bid openings. The Department Head of the department issuing the bid or the Procurement Officer, or their designee, shall attend to witness the bid openings. Each person attending the bid opening must sign a sign-in sheet.

(b) Upon opening, all bid packages become a matter of public record and are available for copying and inspection in accordance with the Freedom of Information Act or other law.

(c) If bid deposits are required, they shall be forwarded to the Finance Director immediately following the bid opening.

4-16. Bid Review and Tabulation.

(a) After opening, the Clerk shall provide all bids to the Department Head of the department issuing the bids. The Department Head must tabulate the bids to include (i) the bidder's name, (ii) bidder's address, (iii) confirmation of any required bid deposit, (iv) unit prices and total bid price. The Department Head must return the original bids and the tabulation to the Town Clerk to be placed on file and made available for public copy and inspection.

(b) The Department Head shall forward a copy of the of the tabulation to the Procurement Officer and to the City Manager along with the Department Head's recommendation for the bid award to the lowest responsible bidder. The determination of the lowest responsible bidder should be based on the following:

- (1) The bidder's ability, capacity, and skill to perform the contract.
- (2) Whether the bidder can perform the contract promptly, or within the time specified, without delay or interference.
- (3) The bidder's character, integrity, reputation, judgment, and experience.

(4) The quality of the bidder's performance on previous contracts.

(5) The previous and existing compliance by the bidder with laws and ordinances related to the contract.

(6) The equipment, personnel, facilities and available to the bidder to perform the contract.

(7) The bidder's ability to provide future maintenance and service.

(9) Bidder's ability to cooperatively work with the Town and its staff.

(10) The amount and conditions, if any, of the bid.

(c) If the Department Head recommends that a bid be awarded to any bidder other than the lowest responsible bidder, then the Department Head must submit a written justification for the recommendation.

(d) The recommendation of Town Staff shall be forwarded to the Town Council for consideration.

4-17. Acceptance or Rejection of Bids by Town Council.

(a) The ultimate authority to accept, reject, or waive bidding technicalities rests with the Town Council.

(b) The Town Council has the right to reject any and all bids.

(c) The Town Council has the right to waive technicalities in bidding.

(d) If Town Staff believes that bids should be rejected or that a technicality should be waived, then the City Manager shall recommend the rejection or waiver and set forth the reasons for that recommendation.

4-18. Bid Award.

(a) Within 14 days after the award of the contract by the Town Council, the Department Head will mail letters to all bidders notifying them of the bid results and will contact the successful bidder to provide a contract. After the signed contract is returned, it shall be signed by the Town official designated to execute the contract in the resolution or ordinance awarding the contract. If no individual is so designated, the contract shall be signed by the Mayor. The executed contract must be forwarded to the Town Clerk.

(b) In addition to the contract, the Department Head shall issue a purchase order to the successful bidder. If the bid is for several items or materials to be purchased over a period of time, then the Department Head shall notify the successful bidder by letter and issue purchase orders as the items are obtained or requested.

(c) The purchase is not consummated until the contract is executed and the vendor has received the purchase order.

(d) Signed contracts, certificates of insurance, and performance and payment bonds must be obtained from the vendor before work begins.

(e) The Town Clerk is responsible for handling bid bonds. The bid bond of the accepted bidder may be returned only after the contract is executed and the certificates of insurance and required performance and payment bonds have been delivered to the Town.

The remaining bid deposits will be returned within 14 days after the Town Council has awarded the contract.

4-19. Change Orders.

(a) A change order is a change in a contract term, other than as specifically provided for in the contract, that authorizes or necessitates any increase or decrease of the cost of the contract or in the time of completion.

(b) A valid request for a change order must meet the following criteria:

(1) the change was not reasonably foreseeable at the time that the contract was signed;

(2) the change must be germane to the original contract; and

(3) the change is authorized by law and in the best interest of the Town.

(c) Any change order that, when added to all other changes to the contract, either (i) increases the cost of the contract by \$10,000 or more or (ii) increases the time of completion by 30 days or more must be approved by the City Manager. The City Manager shall inform the Council of each change order so approved. Department Heads may approve all other change orders.

(d) Any change order to a public works contract that, when added to all other changes in the contract, increases the original price of the contract or any subcontract by 50% or more requires portion of the contract covered by the change order to be resubmitted to bidding in the same manner as the original contract. This provision is required under the Public Works Contract Change Order Act (50 ILCS 525/) and takes precedence over any other provision of this Section.

5. Professional Service Contracts

5-1. Professional Service Contracts Generally.

(a) "Professional Services" means services where, due to their nature or complexity, the skill or specialized knowledge, experience, expertise, and ability of the vendor is a significant factor in determining their ability to meet the Town's needs.

(b) Due to the individualized nature of the services, Professional Services are ill suited to competitive bidding, and alternative procurement processes are necessary.

5-2. RFP/RFQs for Professional Service Contracts.

(a) Requests for proposals or for qualifications ("RFP/RFQ") for Professional Services may be solicited by the Department Head or City Manager.

(b) The RFP/RFQ should contain all of the following:

(1) A work statement or performance specification.

(2) Timeframes in which the work is to be completed.

- (3) Specific criteria to be used in evaluating the proposal/qualifications.
- (c) The RFP/RFQ should require that the response include all of the following:
 - (1) An understanding of the problem or program, the work to be performed, and the approach to be used to achieve the objectives, including the detailing of tasks.
 - (2) Facility and capability data, including related experiences and resumes of key personnel.
 - (3) If not specified in the RFP/RFQ, the timeframe of milestone accomplishment.
 - (4) Pricing.

5.3. Evaluating RFP/RFQ responses. The following criteria should be used when evaluating a RFP/RFQ response:

- (1) General quality of response:
 - (a) Responsiveness to terms, conditions, and timeframes;
 - (b) Completeness and thoroughness; and
 - (c) Understanding of the problem and the work to be performed and of the approach to be used.
- (2) Organization and personnel:
 - (a) Evidence of good organizational and management practices;
 - (b) Qualifications of personnel; and
 - (c) Experience and past performance.
- (3) Price.

5.4. Confidentiality issues.

(a) In order to avoid the disclosure of confidential information to competing professionals or firms, the opening of a RFP/RFQ response is not open to the public.

(b) Any person submitting a RFP/RFQ response is responsible for identifying in their submittal which information constitutes “trade secrets or commercial or financial information” that may be exempt from disclosure under Section 7(1)(g) of the Freedom of Information Act. In responding to a FOIA request, the Town will not redact any information under that exemption that is not so identified. In responding to the request the Town retains the discretion to determine whether the identified information qualifies for the exemption. The RFP/RFQ should contain a notification of the responsibility to identify exempt information.

5.5. Selection of Architects, Engineers, and Surveyors. The Local Government Professional Services Selection Act requires the Town to follow specific procedures when hiring an architect, engineer, or land surveyor. Those statutory procedures must be followed unless (i) the Town has a satisfactory relationship for services with one or more firms, (ii) an emergency situation exists, or (iii) the cost of the services is expected to be less than \$25,000. If none of these conditions apply, then the Town must solicit proposals and adhere to the statutory requirements for those professions.

5.6. Further negotiation. A RFP/RFQ is not a bid and does not constitute a contractual requirement. RFP/RFQ's may be negotiated after opening. Any contract resulting from negotiations should be provided or reviewed by the Corporation Counsel.

SAMPLE FORMS

BID CALL
GENERAL INSTRUCTIONS TO BIDDERS
GENERAL CONDITIONS
BID FORM
COMBINED PAYMENT/PERFORMANCE BOND
DISCLOSURE AFFIDAVIT
VENDOR COMPLIANCE CERTIFICATION
CHANGE ORDER REQUEST
LOCAL PREFERENCE CERTIFICATION
PREVAILING WAGE CERTIFICATION
RESPONSIBLE BIDDER CERTIFICATION
CONTRACT EXECUTION

- The Sample Forms are for guidance only. Certain documents may be modified or omitted for any particular transaction.
- The Sample Forms may be modified, from time to time, without Council approval.



BID Call

Sealed Bids for the following project are sought:

[Click here to enter text.](#)

General Project Description:

[Click here to enter text.](#)

Bids must be submitted to the Town Clerk in a sealed envelope clearly marked “[Click here to enter text.](#)” at the following location before the following date and time:

**Office of Town Clerk
11 Uptown Circle
Normal, IL 61761**

BID DUE DATE: [Click here to enter a date.](#)

BID DUE TIME: [Click here to enter text.](#)

Bids will be publicly opened and read aloud at the Bid Due Time in Office of the Town Clerk, 11 Uptown Circle, Normal, IL 61761

This is a prevailing-wage project.

Bid documents are available online at the Town of Normal website (www.normal.org) or from or in the office of the Town Clerk

Requesting Department:

[Click here to enter text.](#)

Project Manager:

[Click here to enter text.](#)

The Town reserves the right to reject any or all bids received. The bid award will be made by the Town Council, and the decision of the Council will be final.

RETURN WITH BID

General Instructions to Bidders (Public Works, Construction, and other Services)

Town of Normal [Project Title]

1. Definitions.

"Bid Deadline" means the date and time established for the opening of the bids as stated in the Invitation to Bid or as modified by addendum.

"Bid Documents" means...

"Day" means, unless otherwise specified, a calendar day.

"Town" means the Town of Normal.

"Town Council" means the Board of Trustees of the Town of Normal

2. Bid Documents. The Bid Documents are made available only for the purpose of bidding on the Work; the receipt of the Bid Documents does not grant a license for any other purpose.

3. Examination by Bidder.

(a) Each Bidder must examine the Bid Documents, become familiar with the Project Site, become familiar with local conditions under which the Work shall be performed, conduct appropriate investigations, and correlate personal observations with requirements of the Bid Documents before submitting a Bid.

(b) The failure of the Bidder to perform these examinations or investigations prior to submitting a Bid does not relieve the Bidder of responsibility for investigations, interpretations, and proper use of available information in the preparation of the Bid. The failure to do so does not, in any way, relieve the Bidder from any obligation with respect to its bid.

4. Questions and interpretation during bidding.

(a) If a Bidder finds a discrepancy or omission in the Bid Documents, or is in doubt as to the meaning of any requirement or term, the Bidder must notify the Town at least five business days prior to the Bid Deadline. The failure of the Bidder to request clarification prior to submitting the bid waives the Bidder's right to claim any ambiguity or discrepancy in the documents.

(b) All inquiries will be addressed either through a pre-bid conference or through an addendum. Town officials or employees are prohibited from discussing this bid except at the pre-bid conference. No discussions or answers other than through the pre-bid conference or through an addendum are binding on the Town.

5. Pre-Bid Meeting. A pre-bid meeting is scheduled to be held at the time, place, and date listed in the Specifications. All Bidders are invited to attend. The Project Manager or his or her representatives will attend.

6. Addenda.

(a) The Town will make all addenda available at the same location where the Bid Documents may be obtained. The Town will notify known bidders of record when addenda are available. Bidders are responsible for obtaining addenda after notification.

(b) No addenda will be issued later than 48 hours before the time for opening bids on the Bid Date, except addenda with minor clarifications, withdrawing request for Bids, or postponing the Bid Date.

(c) Bidders who submit a bid on this project are presumed to have received all addenda and to have included any cost thereof in their bids, regardless of whether they acknowledge the addenda.

7. Bid Preparation.

(a) All bids and accompanying data must be submitted in conformity with, be based upon, and be subject to all the requirements of the Bid Documents.

(b) The following must be submitted as part of the bid:

(1) The Bid Form

(2) General Conditions

(3) The Specifications

(4) Disclosure Affidavit

(5) Contractor Certification

(6) Certification of Apprenticeship Program (if required for Project)

(7) Any addenda

(8) Bid Deposit (if required for Project)

(9) Any other document required by the Bid Documents.

(c) All blank spaces in the Bid Documents must be filled in by using a computer, typewriter, or indelible ink. If amounts are given in both words and figures, the words will govern. If there is a discrepancy between the total amount and unit price, the unit price will govern. The signer must initial any changes.

(d) The Specifications may, in some cases, be unique to one manufacturer's product. In this situation, equal consideration will be given to all bidders whose proposed product, in the opinion of the Town, will equal or exceed performance of the specified product. If a proposed product differs from the one specified in the Specifications, then the Bidder must include the brand name, model or catalogue number, and complete specification of the proposed product.

(e) The Bidder must sign the Bid Form. If the Bidder is a corporation, the Bid Form must bear the name of the corporation and be signed by an officer authorized to bind the corporation. If the Bidder is a partnership or limited liability corporation

(LLC), the Bid Form must bear the name of the partnership or LLC and be signed by a partner or member.

(f) The Bidder is responsible for all costs incurred by the Bidder associated with the preparation of its Bid and compliance with post-Bid procedures.

8. Bid Submission.

(a) All required documents must be enclosed in an opaque envelope sealed and clearly labeled with:

- (1) Name, Address and Phone Number of the Bidder.
- (2) Bid Title as stated in the Bid Call.
- (3) Bid Opening Date and Time as stated in the Bid Call.

(b) If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Town of Normal, c/o Town Clerk, 11 Uptown Circle, Normal, IL 61761. The exterior envelope must also contain the Bid Title and Bid opening date and time.

(c) Verbal, facsimile, or electronic Bids are invalid and will not be considered.

9. Late Bids. Regardless of cause, late Bids will not be accepted and will automatically be disqualified from further consideration. It is solely the Bidder's risk to ensure delivery at the designated office by the Bid Deadline. Late Bids will not be opened and may be returned to the awarded Bidder at its request and expense.

10. Bid Security.

(a) Unless otherwise stated in the Invitation to Bid, each bidder must submit a Security Deposit with its Bid. The amount of the Security Deposit must be no less than 5% of the Bid amount.

(b) The Security Deposit must be in the form of a bid bond, cashier's check, or certified check.

(c) If the Security Deposit is in the form of a bid bond, then all of the following requirements apply:

(1) The bid bond must be a valid and enforceable bond, signed by a surety that complies with other requirements set out by law.

(2) The bid bond must name the Town of Normal as obligee and be signed by the Bidder as principal and signed and sealed by the surety.

(3) The bid bond must be conditioned such that, if the Town accepts the Bidder's Bid and, within the time period as established in the Bid Documents, the Bidder fails to enter into a contract on forms provided by the Town or fails to provide sufficient bonds or insurance, then the surety will be obligated to pay to the Town the amount of the bid bond.

(d) If the Security Deposit is in the form of a cashiers' check or certified check, then all of the following conditions apply:

(1) The Bidder must make the check payable to the Town of Normal.

(2) The check is submitted on the condition that, if the Town accepts the Bidder's Bid and, within the time period as established in the Bid Documents, the Bidder fails to enter

into a contract on forms provided by the Town or fails to provide sufficient bonds or insurance, then the Town will cash the check and retain the proceeds.

(e) The Security Deposit will be returned to unsuccessful Bidders within 14 days after the contract is awarded.

11. Modifications or Withdrawal of Bid Before Bid Deadline.

(a) A Bidder may withdraw or revise a Bid prior to the Bid Deadline.

(b) A Bidder may withdraw a bid by submitting a written notice of the withdrawal to the Town Clerk. The notice may not reveal the amount of the original Bid and must be signed by the Bidder.

(c) Revisions may be made by submitting a new Bid in the same manner as the original Bid with the notation "Revised Bid" prior to the Bid Deadline. This change must be submitted in a separate envelope marked the same as the original bid with the words "Revised Bid" and the date the revision is submitted.

(d) A Bidder may not withdraw or revise a bid by verbal, facsimile, or electronic means.

12. Bid Opening. Promptly at the Bid Deadline, Bids are opened by the Town Clerk and publicly read in the Town Clerk's office at the City Hall, Normal, Illinois.

13. Bid Disqualification. The Town may disqualify a Bid if the Bidder:

(1) fails to provide the required Bid Security Deposit in the proper form or amount; or

(2) improperly or illegibly completes information required by the Bid Documents; or

(3) fails to properly complete and submit documents required by the Bid Documents; or

(4) fails to sign the Bid or improperly signs the Bid; or

(5) submits a Bid that contains unauthorized additions, conditions, or alternate bids, or that contains irregularities that render the Bid incomplete, indefinite, or ambiguous; or

(6) improperly submits its Bid.

14. Modification or Withdrawal of Bid After Bid Deadline.

(a) No Bid may be modified or withdrawn for a period of 120 days after the Bid Deadline. During this period, the Bid constitutes an irrevocable offer subject to acceptancy by the Town, and the Bidder may not withdraw or attempt to change its Bid.

(b) If a contract is not awarded within 120 days after the Bid Deadline, then the Bidder may file a written request to the Town Clerk to withdraw its Bid and its Bid Security Deposit. Until the Bid is withdrawn as provided in this Section, the Town may accept the Bid.

15. Evaluation and Consideration of Bids.

(a) The Town Staff will tabulate, record, and evaluate the Bids. The Town Staff will forward the tabulation, evaluation,

and recommendation to the Town Council for consideration of the acceptance of the bid and contract award.

(b) The Town reserves the right to reject any and all bids, to request rebids, to waive and formality or technically in the bids, or to extend any of the time limits, such as shall best serve the best interests of the Town.

(c) The Town is not obligated to accept the lowest bid and may award the contract in any manner in which it determines will best service the interests of the Town. The Town will use Section 4-16 of the Purchasing Policy Manual for guidance along with any other criteria that may be included in the Bid Documents.

(d) In order to determine if the Bidder has the experience, qualifications, resources, and necessary attributes to provide the quality workmanship, materials, and management required by the Bid Documents, the Bidder may be required to complete and submit additional information as deemed necessary by the Town. The Town reserves the right to reject any bid if the evidence submitted by or investigation of the Bidder fails to satisfy the Town that the Bidder is properly qualified to carry out the obligations of the contract and complete the work contemplated in the Bid Documents.

16. Legal Requirements and Compliance.

(a) The laws of the State of Illinois shall govern the rights, obligations, and remedies of the parties under this Bid and any contract reached as a result of this process.

(b) Bidder shall abide by all applicable local, state, and federal laws, rules and regulations.

(c) If there is any conflicts or inconsistencies between the Bidder's documents and the Town's documents, the Town's documents shall control.

18. Prevailing-Wage Requirements; Davis-Bacon Act.

(a) The Prevailing Wage Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" in the county where the work is performed. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at www.state.il.us/agency/idol. It is the awarded vendor's responsibility to verify current wage rates. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including all wage, notice, and record-keeping duties.

(b) All Certified Payroll reports required to be submitted to the Town under the Prevailing Wage Act payrolls must be submitted to Andrew Huhn, Director of Finance, 11 Uptown Circle, Normal, Illinois 61761 by U.S. Mail, overnight courier, or email at ahuhn@normal.org. The Town reserves the right to interview contractors' or subcontractors' employees on the job to ascertain compliance with this requirement. The Town reserves the right to withhold payment due to the awarded vendor until the vendor displays compliance with this provision.

(c) To the extent that it is applicable, the Bidder must comply with the federal Davis-Bacon Act rather than the Prevailing Wage Act.

20. Apprenticeship Requirement.

(a) The Town of Normal has adopted a Responsible Bidder Ordinance. That Ordinance applies to construction contracts for public works exceeding \$99,999 that require the payment of prevailing wages under the Town of Normal Prevailing Wage Ordinance. The Ordinance does not apply to contracts that the City Manager determines to be an emergency purchase.

(b) If the Responsible Bidder Ordinance applies to a contract, then, to qualify as a "responsible bidder," the bidder must have in place an apprenticeship and training program with craft specific programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. This apprenticeship requirement is in addition to any other criteria that the bidder must meet to be a responsible bidder.

21. Nondiscrimination.

(a) Federal and State laws prohibit discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, political affiliation, age and physical or mental handicap unrelated to ability. They further require elimination of discrimination in employment with regards to upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, forms of compensation, selection for training (including apprenticeship) of employees, as well as any other personnel actions.

(b) The contractor agrees to post Equal Employment Opportunity notices in conspicuous places (e.g. at company headquarters, around time clocks, at work sites, on company bulletin boards, in lunchrooms) available to employees and applicants for employment. B. The contractor shall in all solicitation or advertisements for employees to be hired under this contract state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, political affiliation, or age.

22. Change Orders.

(a) Illinois state law defines a change order as "a change in a contract term other than as specifically provided for in the contract which authorizes or necessitates any increase or decrease in the cost of the contract or the time of completion."

(b) If a change order or series of change orders authorize or necessitate an increase or decrease in either the cost of a contract by a total of \$10,000 or more or the time of completion by a total of 30 days or more, then the change order must be made in writing.

(c) A change order may not be approved unless there is a written determination that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the Town and authorized by law.

The City Council must be notified, in writing, of the amount of the change order or the amount of the time the contract will exceed the time of completion and must cite one of the above reasons for the change.

RETURN WITH BID

General Conditions (Public Works, Construction, and other Services)

Town of Normal [Project Title]

Article 1. Definitions and Interpretation

1.1. Definitions. As used in this contract:

“Subcontractor” means the person, firm or corporation, other than a Vendor, supplying labor and equipment or labor for work at the site of the project.

“Work” means all labor, materials, equipment, and services required to be performed by the Vendor under the Contract Documents, including submission of all documents to be submitted by the Vendor.

1.2. Contract Documents.

1.2.1. In addition to this document, the Contract Documents include **all of the following**:

- (1) the Bid Call;
- (2) General Instructions to Bidders
- (3) Plans and Specifications;
- (4) Completed Disclosure Affidavit;
- (5) Completed Vendor Certification form;
- (6) Completed Bid Form;
- (7) Insurance forms under § 4.1;
- (8) Performance Bond under § 4.3;
- (9) Vendor’s bid, proposal, scope of work, or quote to the extent not inconsistent with all other Contract Documents.
- (10) Any addenda.
- (11) Validly executed Change Orders.

1.2.2. The Contract Documents are complementary, and what is called for by any one of the documents is as binding as if called for by all of the documents. In case of a conflict, the more specific controls over the more general.

1.2.3. The intent of the Contract Documents is to include, in the Contract Price, the cost of all labor and materials, equipment, utilities for which a separate service is required, transportation, and all other expenses as may be necessary for the complete performance of the Contract.

1.3. Silence of specifications. The apparent silence of specifications or Contract Documents as to any detail or apparent omission from it as to a detailed description concerning any point is interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best materials or workmanship are to be used.

Article 2. Performance of Work

2.1 Time of performance.

2.2.1. The Vendor shall complete the work on or before the time indicated in the Contract Documents. All work must be prosecuted in an orderly and diligent manner. The Vendor agrees to cooperate with and conform to the requests of the Town to expedite particular portions of the work if the Town deems the alteration of the Vendor’s operation to be advisable. Time is of the essence of this Contract.

2.1.2. If the Vendor is delayed in the completion of the work by any act or neglect of the Town or by any other Vendor employed by the Town, or by strikes, fire, lockouts, unavoidable casualties, or any cause beyond the Vendor’s control, then the time of completion will be extended for a reasonable time, as determined by the Town. The Vendor must, within 2 calendar days from the beginning of any such delay, notify the Town in writing of the cause of delay. If notice is not provided, the Vendor hereby waives any claim for such a delay. Weather conditions are not a justifiable cause for delay.

2.2. Workmanship. All Work must be performed and accomplished in a workmanlike manner to the satisfaction of the Town and in accordance with the best practice standards and standard specifications recognized in the field, unless specifically provided for otherwise in the Contract Documents or approved by the Town in writing.

2.3. Quality of materials and workmanship.

2.3.1. Unless otherwise specifically called for in the Contract Documents, all materials and articles incorporated in the work covered by this Contract must be new, of the best grade, and consistent with the specifications. Upon request by the Town, the Vendor shall furnish, to the Town for approval, full information concerning the materials or articles to be incorporated in the work, including reasonable test results.

2.3.2. The Vendor warrants that it has lien-free title to all equipment, supplies, or materials supplied under the terms of this Contract.

2.3.3. The Vendor shall defend and hold the Town, its officers, agents and employees, harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used under this Contract.

2.4. Warranty for materials and workmanship.

2.4.1. The Vendor warrants that the equipment, materials, articles, and workmanship used in the Work or performed shall be free from defects, suitable for the particular purpose intended, and merchantable.

2.4.2. The Vendor agrees, at its own cost, to correct defective work and replace defective materials that are discovered within one year from the date that the defect should have been reasonably discovered. Any warranty work and materials supplied under this § 2.4 shall be guaranteed for a period of one year from the date the warranty work or material is supplied and, where applicable, installed.

2.4.3. Nothing in this § 2.4 prohibits the Town from invoking or pursuing any other remedy available in law or equity.

2.5. Compliance with law, notices, and permits.

2.5.1. The Vendor shall comply with all applicable Federal, State, and local laws, rules and regulations. If the Vendor fails to observe any applicable law, rule or regulation, then the Vendor agrees to correct the legal violation without cost to the Town, even if the violation is discovered after the date of the final inspection or payment.

2.5.2. The Vendor is responsible for obtaining any necessary permit and providing any and all notices required for performance of the Work.

2.6. Compliance with the Prevailing Wage Act.

2.6.1. Vendor agrees to comply with the Prevailing Wage Act of the State of Illinois (820 ILCS 130/) and with the Town's Prevailing Wage Ordinance. The listing of the current prevailing wage rates available from the Illinois Department of Labor's website (www.state.il.us/agency/idol).

2.6.2. Monthly submission of certified payrolls. This requirement applies to all contractors and subcontractors working on the Project. Certified payrolls must be submitted to Andrew Huhn, Director of Finance, 11 Uptown Circle, Normal, Illinois 61761 by U.S. Mail, overnight courier, or email at ahuhn@normal.org.

2.6.3. The Town reserves the right to interview contractors' or subcontractors' employees on the job to ascertain compliance with this requirement.

2.7. Cleaning Up. The Vendor shall at all times keep the work-site free from accumulations of waste materials or rubbish

caused by the Vendor's employees or the Work. At the completion of the Work the Vendor shall remove all its rubbish from the site and all its tools, equipment, and surplus materials and shall leave the work clean and ready for use. In case of dispute, the Town may remove the rubbish and surplus materials and charge the cost to the Vendor.

2.8. Waste disposal.

2.8.1. If any suspected hazardous materials, as defined by State or Federal law, are discovered on the work site, then the Vendor shall immediately cease work, except as necessary to protect the public's health and safety, and immediately notify the Town of the suspected hazardous materials. The Town is responsible for the removal and disposal of hazardous material after it is reported to the Town. If the Vendor removes any hazardous material as part of the Contract work, the Vendor shall ensure its disposal in accordance with all applicable laws and provide the Town with appropriate documentation of its property disposal. Vendor warrants it has no knowledge of any hazardous materials as of the date of this contract.

2.8.2. If the Vendor is required to dispose of solid waste as a result of the Work, then the Vendor must provide the Town with proof that the solid waste was legally disposed of prior to payment for the Work.

2.9. Accident prevention.

2.9.1. The Vendor agrees to exercise all reasonable protection at all times for the protection of all persons and property and agrees to be responsible for all damages to persons or property, either on or off the site, that occur as a result of the Vendor's fault or negligence in connection with the Work.

2.9.2. The Vendor agrees to observe all safety provisions of applicable laws and to observe all applicable building and construction codes. The Vendor shall take any additional safety and health measures as the Town may determine to be reasonably necessary to protect the Town.

2.9.3. The termination of this Contract does not waive the Vendor's responsibility under this § 2.9.

2.10. Subcontractors.

2.10.1. Nothing contained in the Contract Documents creates any contractual relationship between any subcontractor and the Town.

2.10.2. The Vendor agrees to be fully responsible to the Town for the acts or omissions of its subcontractors and of anyone employed directly or indirectly by the Vendor or subcontractors. This obligation is in addition to any liability imposed by law upon the Vendor.

2.11. Inspections, rejections, and correction.

2.11.1 The Town has the right to reject materials and workmanship that are defective or require correction.

2.11.2. The Vendor, without charge to the Town, must correct all rejected workmanship to the satisfaction of the Town, and must remove all rejected materials from the premises. If the Vendor does not correct rejected work or remove rejected materials within a reasonable time, fixed by written notice, then the Town may remove or correct the work and charge the expenses to the Vendor.

2.12. Inspection after completion. If the Town deems it necessary or advisable, at any time before acceptance of the work, to examine work already completed by disassembling, removing, or tearing out same, the Vendor shall, on request, promptly furnish all necessary facilities, labor, and materials for that purpose, and the costs thereof shall be charged to the Vendor if the work was covered prior to inspection by the Town.

2.13. Public advertising. The Vendor is specifically denied the right of using, in any form or medium, the name of the Town of Normal for public advertising unless express permission is granted by the City Manager.

Article 3. Payment and Disputes.

3.1. Payment method.

3.1.1. The Vendor shall be compensated in the amount of \$ _____ with a total not-to-exceed amount of \$ _____.

3.1.2. The payment is due in the manner checked below:

(1) **Single Payment.** The Town will make payment after complete performance of the contract and upon the subsequent receipt by the Town of a properly executed invoice, together with waivers of liens from all suppliers and subcontractors. Payment for services rendered is due to the Vendor upon completion of the work and after receipt by the Town of an itemized statement at the end of performance by the Vendor.

(2) **Periodic Payment.** Payment for the portion of series rendered are due to the Vendor upon the completion of each phase and upon the tender of an itemized statement by the Vendor to the Town.

3.1.3. The itemized statement under §3.1.2 must describe the services rendered and must reference the date of the services, the person performing each service, and the fee for each time service is rendered and for each type of service rendered. The amount of the itemized statement may not exceed the total not-to-exceed amount set forth in §3.1.1.

3.1.4. The Town shall render payment within 30 days after approved by the Town Council, but, in the event of any dispute as to any invoice, the Town will pay the amount that is not in dispute and will undertake discussions and negotiations with the Vendor to resolve any discrepancy or dispute in any invoice and

will, upon resolution of any discrepancy or dispute, pay the agreed-upon amount as soon as reasonably possible. The Vendor waives, to the extent allowed by law, the provisions of the Local Government Prompt Payment Act.

3.2. Town's right of withholding.

3.2.1. In addition to the payments to be retained by the Town under the other provisions of this Contract, the Town may withhold a sufficient amount of any payment otherwise due to the Vendor to cover the following:

- (1) For claims arising in and from the performance of the work on the project under this Contract.
- (2) For defective work not remedied.
- (3) For failure of the Vendor to make proper payments to its subcontractors and suppliers.

3.2.2. The Town has the right to act as the Vendor's agent in disbursing amounts that have been withheld under this § 3.2 to the party or parties who are entitled to payment from those amounts (including the Town). The Town will render to the Vendor a proper accounting of all such funds disbursed on behalf of the Vendor.

3.3. No Waiver by Inspection or Payment. Neither the inspection of or payment for any work or materials relieves the Vendor of the responsibility for negligence or faulty materials or workmanship to the extent and within the period provided by law or this Contract, whichever is longer, and upon written notice the Vendor shall remove any defects due therefrom and correct the same.

3.4. Restriction on additional payments.

3.4.1. This contract does not allow for extra payment on account of strikes, renegotiation of labor contracts, or other labor-related negotiations. The parties agree that these matters are foreseeable by the Vendor and are taken into account in the submission of its offer.

3.4.2. This Project is subject to the Public Works Contract Change Order Act.

3.5. Lien waivers. Each contract for construction of the Project must provide that (i) all contractors and subcontractors are required to furnish contractor's affidavits in the form provided by State statute and (ii) waiver of liens are required for all payments made.

3.6. Disputes.

3.6.1. Any disputes concerning a question of fact arising under this Contract that are not disposed of by agreement between the Vendor and the Town Representative shall be decided by the City Manager. The decision of the City Manager or the City Manager's duly authorized representative for the determination of such decisions is final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent,

or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

3.6.2. In connection with any proceeding under this clause, the Vendor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Vendor shall proceed diligently with the performance of the Contract and in accordance with the decision of the Town Representative or City Manager, whichever was last issued.

Article 4. Insurance, Indemnification, and Bond

4.1. Insurance.

4.1.1. During the term of this contract, the Vendor agrees to maintain, for all periods under this contract, insurance in the type and minimum amounts as follows:

(1) General liability: Combined single limits of at least \$1,000,000 per occurrence. General liability insurance must include:

- (i) Products and completed operations coverage;
- (ii) Contractor's Protective coverage; and
- (iii) Personal Injury Liability coverage.

(2) Professional liability: A professional liability errors and omissions policy with limits of at least \$1,000,000 per claim. If the policy is written on a claims-made basis, then the retroactive date of the policy must predate the date of this contract and the policy term must extend at least one year beyond the completion date of this contract.

(3) Errors and omissions: If the Vendor provides services to the Town that are of a nature that professional liability insurance is not commercially available, then the Vendor must provide evidence of errors and omissions insurance with limits of at least \$1,000,000.

(4) Workers' compensation: Workers' compensation insurance as required by the laws and regulations of the State of Illinois.

(5) Automotive insurance: Combined single limits of at least \$1,000,000 per occurrence.

(6) Umbrella policies: Umbrella liability policies may be used to satisfy the limits required under this §4.1.1.

4.1.2. All policies, except policies for professional liability, must be written on an occurrence basis. All policies must be written with insurance carriers who are qualified to do business in the State of Illinois and who are rated A-VII or better in the latest Best's Key Rating Guide. All policies must be written on the

most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.

4.1.3. The Town of Normal and its officers and employees must be named as an additional insured party on the general liability policy, automobile liability policy, and umbrella policy. The Town's interest as an additional insured party must be on a primary and non-contributory basis on all policies and be noted as such on the insurance certificates.

4.1.4. Prior to the execution of this contract, the Vendor must provide the Town with a copy of the professional liability policy for approval, and the Town may not unreasonably withhold approval of the policy. In addition, the Vendor must provide the Town with certificates of insurance showing evidence that the insurance policies required under §4.1.1 are in full force and effect and giving the Town at least 30 days' notice prior to any change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case the notice must be made 10 days before the cancellation. Any renewal certificate of insurance must be automatically provided to the Town at least 30 days prior to the policy expiration. If a self-insured retention or a deductible is maintained on any of the policies, then the amount of the retention or deductible is subject to approval by the Town; the Town may not unreasonably withhold the approval.

4.1.5. The Vendor certifies and affirms that there is no conflict in coverage as disclosed between any certificate of insurance submitted to the Town and the insurance policy.

4.1.6. Nothing in this § 4.1 may be construed as a limitation of liability for the Vendor.

4.2. Indemnification. To the fullest extent allowed by law, Vendor agrees to indemnify and defend the Town and its officers, employees, agents, and assigns from and against all liabilities, losses, damages, penalties, claims, actions, suits costs, charges, subrogation, and expenses including reasonable legal and other professional fees and expenses and expert witnesses, that may be imposed upon or incurred by or asserted against the Town and that arise out of any or all of the work or services performed under this contract by Vendor, subcontractors, vendors, agents, or employees. The indemnification under this Section does not apply to the extent any damage is caused by the negligence or willful misconduct of Town or its officers or agents.

4.3. Performance and Payment Bond. [For contracts exceeding \$50,000] Vendor agrees to furnish a performance and payment bond in the amount of \$[contract price]. The company acting as surety for any bond issued must be licensed to do business in the State of Illinois. The bond must be in a form acceptable to the Corporation Counsel. Vendor may not commence work until the bond is submitted to and approved by Corporation Counsel.

Article 5. Default and Termination

5.1. Default Events. Any or all of the following constitute a Default Event:

- (1) the Vendor voluntarily petitions for bankruptcy or is adjudged to be bankrupt;
- (2) the Vendor makes a general assignment for the benefit of creditors;
- (3) a receiver is appointed on account of the Vendor's insolvency; or
- (4) the Vendor, or any of its subcontractors, violates a provision of this Contract or the Town reasonably believes that such a violation is likely.

5.2. Termination upon Default Event.

5.2.1. Upon the occurrence of a Default Event, the Town may terminate this Contract immediately by sending written notice to the Vendor.

5.2.2. Instead of the immediate termination under §5.2.1, the Town, in its sole discretion, may serve notice upon the Vendor of intention to terminate unless the default is cured within a certain time. The notice must set forth the remedial actions to be taken to cure the default and the time frame for the completion of those actions. If, by the expiration of the time limit set forth in the notice, the default is not cured to the Town's satisfaction, then this Contract terminates upon the expiration of that time limit with no further notice.

5.3. Project completion after termination. After termination, the Town may take over the work and prosecute it to completion at the Vendor's expense. The Vendor is liable to the Town for any excess cost occasioned by the Town's completion of the work. In completing the work, the Town take possession of and use any materials and equipment (including those of the Vendor) that are on the site of the work and necessary therefore.

5.4. Costs upon termination. The Vendor is responsible for all costs incurred by the Town to enforce any provision of this Contract or to remedy any default or breach of this Contract by the Vendor or its subcontractors, including all court costs and reasonable attorneys' fees.

5.5. Waivers.

5.5.1. The parties may waive any provision in this Contract only by a writing executed by the party against whom the waiver is sought to be enforced.

5.5.2. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Contract, operates as a waiver of any right, remedy, or condition.

5.5.3. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver, once given, is not to be construed as a waiver on any future occasion or against any other person.

5.6. Rights and remedies cumulative. The enumeration of remedies expressly conferred upon a party by this Contract are cumulative with, and not exclusive of, any other remedy conferred by this Contract or by law on that party, and the exercise of any one remedy does not preclude the exercise of any other.

Article 6. General Provisions

6.1. Choice of law; jurisdiction.

6.1.1. This Contract is to be governed by and construed in accordance with the laws of the State of Illinois. This Contract shall be construed without the aid of any rule of law requiring or permitting construction against the drafter of the contract.

6.1.2. Any litigation filed by the Vendor or the Town against the other party and involving this Contract must be filed in the Circuit Court of McLean County, Illinois.

6.2. Notice.

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Contract must be in writing and must be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally or by overnight courier, or as of the third day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Vendor:	With copies to:
Insert Vendor Info	
To the Town:	With copies to:
Town Clerk City Hall 11 Uptown Circle Normal, IL 61761	[Insert Appropriate Dept. Head]

6.3. Authorized representatives.

6.3.1. The Vendor shall designate an authorized representative from time to time who, unless application requires action by the corporate authorities of the Vendor, has the power and authority to make or grant or do all requests, demands, approvals, consents, agreements, and other actions required or described in this Contract for an on behalf of the Vendor.

6.3.2. The Town shall designate an authorized representative from time to time who shall communicate with the Vendor on

behalf of the Town. That representative does not have the authority to make agreements on behalf of the Town.

6.3.3. The City Manager of the Town, or his or her designee, is authorized to execute any written request, demand, approval, waiver, notice, or other writing authorized under this Contract. Any amendment to this Contract must be approved by the Town Council.

6.4. Time for performance. Time is of the essence in this Contract. If the time for performance of any obligation falls on a Saturday, Sunday, or legal holiday, then the deadline is extended until the next business day.

6.5. Amendments. This Contract may be amended only by a written agreement of the Town and the Vendor that identifies itself as an amendment to this Contract.

6.6. Captions. Captions of the Articles and Sections of this Contract are for convenience or reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Contract.

6.7. Third parties. Nothing in this Contract is intended to confer any right or remedy on any person other than the Town and

the Vendor, and their respective successors and permitted assigns, nor is anything in this Contract intended to affect or discharge any obligation or liability of any third persons to the Town or to the Vendor, nor to give any such third person any right of action or subrogation against the Town or the Vendor.

6.8. Severability. If any provision of this Contract is determined to be invalid, illegal, or unenforceable, then the remaining provisions remain in full force and effect if the essential terms and conditions of this Contract for each party remain valid, binding, and enforceable.

6.9. Merger. This Contract constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Contract. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Contract are expressly merged into and superseded by this Contract. The provisions of this Contract may not be explained, supplemented, or qualified through evidence of prior trade usage or a prior course of dealing. In entering into this Contract, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Contract. There are no conditions precedent to the effectiveness of this Contract other than those expressly stated in this Contract.

###

RETURN WITH BID

Bid Form

[Project Name]

1. The undersigned Bidder submits the following bid for the above referenced project.
2. The Bidder has examined and become familiar with all of the conditions affecting the contract and the detailed requirement of performance and understands that, in making this bid, the Bidder waives all right to plead any misunderstanding regarding the same.
3. Bidder offers to furnish and provide all necessary labor, supervision, equipment, vehicles, fuel, and other materials required to perform as contemplated by the Contract Documents for the amount set forth in Section 9 below.
4. The Bidder further agrees to ship the products and equipment and to perform the work in such manner and with sufficient materials, equipment, and labor as will ensure its completion in accord with all expectations as set forth in the bid packet and Contract Documents.
5. The Bidder agrees to submit to the Town a signed contract, certificate of insurance, any required payment and performance bond, and all other documents required within 14 days after the date of the Notice of the Award is sent to the Bidder.

Accompanying this bid is a cashier's check, certified check, or bid bond issued by a surety licensed to do business in Illinois complying with the requirements of the Contract Documents, payable to the Town of Normal in the amount of 5% of the bid amount.

If this bid is accepted and the undersigned fails to execute a contract or submit evidence of insurance, payment and performance bond, or other documents as required in the Contract Documents, it is hereby agreed that the amount of the check, letter of credit, draft or bidder's bond becomes the property of the Town, and shall be considered as payment of damages due to delay and other injuries suffered by the Town because of the failure to execute the Contract; otherwise, said check or bond, shall be returned to the Bidder as set forth in the Contract Documents.

6. The Bidder certifies that this bid has been prepared under the Bidder's personal supervision and with the Bidder's full knowledge. The Bidder proposes to furnish only those items of service specified. The Bidder will not petition the Town for a substitution of the specified services, unless previously approved in accordance with the Contract Documents.
7. The Bidder agrees that this bid may not be withdrawn from consideration of acceptance for a period of 120 days after opening bids.

8. The Bidder acknowledges receipt of the following addenda (attach additional pages as necessary):

ADDENDA NO.	DATE OF ADDENDA

9. The Bidder agrees to furnish the following items, per the Contract Documents, at the below listed prices and to supply all services, as required, in the Contract Documents.

ITEM	TOTAL PRICE
Alternate 1 – Non-Condensing Boiler	\$ _____
Alternate 2 – Condensing Boilers	\$ _____
Alternate 3 – Supply Plenum	\$ _____
Alternate 4 – Condensing Unit, Coil and Piping	\$ _____
Alternate 5 – Building Controls	\$ _____

BY: _____
(Signature)

DATE: _____

(Title)

If a corporation, affix seal

ATTEST: _____

Combined Payment and Performance Bond

We _____, as Principal, and _____, as Surety, are held and firmly bound unto the Town of Normal ("Town") in the sum of _____ Dollars (\$_____) lawful money of the United States, well and truly to be paid unto the Town for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly to pay to the Town this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the Principal has entered into a written contract with the Town for the construction of work on the contract to which this is attached, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished to the Principal for the purpose of performing the work and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of the work during the time thereof and until the work is completed and accepted and any warranty period applicable thereto completed; and has further agreed that this bond shall inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures, or machinery so furnished and that suit may be maintained on this bond by any such person, firm, company, or corporation for the recovery of any such money.

NOW, THEREFORE, if the Principal (i) performs the work in accordance with the terms of the contract, (ii) pays all sums of money due or to become due for any labor, materials, apparatus, fixtures, or machinery furnished to the Principal for the purpose of constructing the work, (iii) commences and completes the work within the time prescribed in the contract, (iv) pays and discharges all damages, direct and indirect, that may be suffered or sustained on account of the work during the time of the performance thereof and until the work shall have been accepted, and any warranty period applicable thereto completed, (v) holds the Town and its employees and agents as required in the contract on account of any such damages and (vi) in all respects, fully and faithfully complies with all the provisions, conditions, and requirements of the contract, then this obligation is void; otherwise this bond remain in full force and effect and, upon notice of the Principal's failure to perform, the Town may liquidate this bond to perform the work, and any person furnishing material or performing labor, either as an individual or as a subcontractor, has the right to sue on this bond in the name of the Town for its use and benefit.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the Contract Documents accompanying the same or to the work to be performed thereunder shall, in any way, affect its obligations on this bond, and it hereby waives notice of any such change,

extension of time, alteration, or addition to the terms of the contract or to the work or to the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Town and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In addition, the Principal and Surety, jointly and severally, expressly guarantee that all services to be performed, all materials to be furnished, and all performance under the contract shall be fulfilled in accordance with all requirements of the contract and the Contract Documents. In addition, Principal and Surety, jointly and severally, expressly guarantee that in the event Town is required to enforce this bond in a court of law, the Town will be indemnified with respect to all court costs and reasonable attorneys' and witness that are related to the enforcement proceedings.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this ____ day of ____, 20____.

PRINCIPAL: (Company Name)
(SEAL)
By: (Signature and Title)
SURETY: (Name)
(SEAL)
By: (Signature of Attorney-in-Fact)

STATE OF _____)
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State, do hereby certify that _____ (*Insert name of individuals signing on behalf of PRINCIPAL and SURETY*) who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed, sealed, and delivered the instrument as their free and voluntary act for the uses and purposes therein set forth.

<p>SUBSCRIBED and SWORN to before me this: ____ day of _____, 20__.</p> <p>_____</p> <p>Notary Public</p> <p>My commission expires: _____</p>

NOTE: If the contractor wishes to use a different payment or performance bond form, the Town of Normal Legal Department must approve the form.

RETURN WITH BID

DISCLOSURE AFFIDAVIT

Town of Normal
[Project Title]

I, the undersigned, being duly sworn, state as follows:

1. _____ ("Vendor") is a:
(Name of Company)

- _____ Corporation
- _____ Partnership
- _____ Limited Liability Corporation (LLC)
- _____ Individual or Sole Proprietorship

2. Federal Tax Identification Number or, in the case of an individual or sole proprietorship, Social Security Number: _____

3. If Vendor is a corporation:

The State of Incorporation is _____.

Registered Agent of Corporation in Illinois: _____ Name _____ Address _____ City, State, Zip _____ Telephone _____	Business Information (If Different from Registered Agent): _____ Company Address, Principal Office _____ City, State, Zip _____ Telephone _____ Facsimile _____ _____ Website
---	---

The corporate officers are as follows (list and identify all corporate officers - attach additional sheets if necessary):

President: _____

Vice President: _____

Secretary: _____

4. If Vendor is a limited liability company or a partnership:

The business address is: _____

Telephone: _____ Fax: _____

Website or Email Address: _____

The partners or members are as follows: (Attach additional sheets if necessary)

(Name, Home Address and Telephone)
(Name, Home Address and Telephone)
(Name, Home Address and Telephone)

5. If Vendor is an individual proprietorship:

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

Email or website: _____

6. No department director or any employee or any officer of the Town of Normal has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.

7. The undersigned, being duly sworn, hereby states that the Vendor and its employees are familiar with and will comply with all Federal, State, and local laws applicable to the project, which may include, but are not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

CONTRACTOR/VENDOR

Signature

Printed Name: _____

Title: _____

State of _____

County of _____

Subscribed and sworn to before me on _____, 20__.

(Signature of Notary Public)

(Seal)

RETURN WITH BID

Vendor Certification

[Project Name]

The undersigned, on behalf of Vendor, certifies that the following representations are true and correct and further agrees, as a condition of doing business with the Town of Normal, to require all of Vendor's subcontractors and sub-subcontractors to certify that the following representations are true and correct:

1. No Town of Normal officer or employee has any interest in the proceeds of this contract.
2. The Vendor has not committed bribery or attempted bribery of an officer or employee of any governmental body—whether on the federal, state, or local level.
3. The Vendor has not been barred from conducting business with any governmental unit—whether federal, state, or local.
4. Neither the Vendor's business entity nor any of its officers, directors, partners, or other managerial agents have been convicted of a felony under the Sarbanes-Oxley Act of 2002 or under any state or federal securities laws.
5. The Vendor has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E- 3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. The Vendor certifies that it is not delinquent in the payment of any debt or tax due to the State of Illinois or to the Town of Normal.
7. The Vendor will maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three years from the later of the date of final payment under the contract or completion of the contract.
8. The Vendor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act, and the Americans with Disabilities Act.
9. The Vendor is an "Equal Opportunity Employer," as defined by Title VII of the Civil Rights Act of 1964 and all applicable federal regulations and executive orders.
10. The Vendor has read the Drug-Free Workplace Act (30 ILCS 580/) and is in compliance with that act on the effective date of this contract.

11. The Vendor certifies, in accordance with the State of Illinois Steel Products Procurement Act (30 ILCS 565/), that steel products used or supplied in the performance of this contract are manufactured or produced in the United States. The Vendor is in compliance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/).
12. The Vendor is in compliance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/).
13. The Vendor is in compliance with the State of Illinois Prevailing Wage Act (820 ILCS 130/).
14. The Vendor ____ is or ____ is not (please check the applicable designation) a Minority and Female Business Enterprise, as defined by the State of Illinois (30 ILCS 575/).
15. The Vendor is in compliance with the Patriot Act, Executive Order 13224, and the federal Anti-Money Laundering Control Act of 1986.
16. The Vendor is in compliance with the American Recovery and Reinvestment Act of 2009 when federal funds are used under this Act for the work undertaken by the Vendor.

The Vendor hereby agrees to defend, indemnify and hold harmless the Town of Normal its officers, employees, and agents from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

Dated _____, 20__.

Signature

Title

CHANGE ORDER # _____

Project Name:	
Date of Original Contract Award:	Council Bill Number:
Prior Change Orders (List all Administrative and Council approved change orders & a brief description):	
Nature of Change: <input type="checkbox"/> Scope of Work <input type="checkbox"/> Duration <input type="checkbox"/> Cost of Work Description: (Attach a summary sheet if change involves multiple quantities or items)	

Original Contract Date		Original Contract Amount	\$
Original Contract Duration		Total Contract Amount last approved by Council	\$
Prior extensions/reductions		Prior Change Order Amount(s) after last amount(s) approved by Council	\$
Subtotal of time extensions/reductions		This Change Order Amount	\$
This Change Order Time		Total of Change Order Amounts including this Change Order after last amount approved by Council	\$
Revised Contract Duration		% Change from last total Contract amount approved by Council	+ %
Revised Completion Date		New Contract Amount Including C.O.	\$

Pursuant to 720 ILCS 5/33E-9, the undersigned attests that the circumstances that necessitate this Change Order were not reasonably foreseeable at the time the contract was signed; or the change is germane to the original contract as signed; or this change is authorized by law and is in the best interest of the Town of Normal.

It is understood and agreed that this adjustment constitutes compensation in full on behalf of the Vendor and all subcontractors and suppliers for all costs and markup directly or indirectly, including extended overhead, attributable to the change order, for all delays related thereto, and for performance of the change within the time frame stated above.

TOWN OF NORMAL		CONTRACTOR/VENDOR	
Department Name		Vendor Name	
BY: _____ Name of individual Title of individual		Vendor address Vendor address	
Date: _____		BY: _____ Name of authorized individual	
Approved: BY: _____ City Manager		Date: _____	
Attest:			
BY: _____			
Approved As To Form:			
_____		_____	
(Deputy) Corporation Counsel		Date	

RETURN WITH BID

Local Preference Purchasing Policy Certification

[Project Name]

The Town of Normal has adopted a Local Preference Purchasing Policy. Under the terms of this policy, local contractors and vendors may be granted a pre-determined preference in competitive bidding situations. Bids from Local Bidders may receive the following adjustment to the submitted bid:

1. 5% up to a maximum of \$2,500 on bids of \$10,000 up to \$50,000;
2. 4% up to a maximum of \$10,000 on bids of up to \$250,000;
3. 3% up to a maximum of \$30,000 on bids of up to \$1,000,000; and
4. \$50,000 on bids of over \$1,000,000.

For purposes of comparing and considering bids, the preferential discount will be applied to the low bid of all Local Bidders when determining the lowest responsible bid.

The Town Council reserves the right to waive or amend the local preference purchasing policy in connection with any bid, when it deems it in the best interest of the citizens of Normal.

A Local Bidder is defined as any business that meets *all* of the following criteria:

1. The business has established and maintained a physical presence within McLean County, through the ownership or lease of a building or a portion of a building for a period of at least 12 consecutive months; and
2. The business employs a minimum of two full time employees at the McLean County location, and those employees spend the majority of their work day and work week at the McLean County location; and
3. The business is legally authorized to conduct business within the State of Illinois and in McLean County.

The undersigned hereby certifies to the Town of Normal that it is a Local Bidder as defined above and qualifies for the Local Bidder Preference under the Town of Normal's Local Preference Purchasing Policy.

Dated: _____, 2017

Name

Title

RETURN WITH BID

Prevailing Wage Notice

[Project Name]

Please take notice that the Illinois Prevailing Wage Act (820 ILCS 130/) applies to this Contract. Not less than the prevailing wage shall be paid to all laborers, workers, and mechanics performing work under the Contract.

The listing of the current prevailing wage rates is available from the Illinois Department of Labor website: www.state.il.us/agency/idol.

Notice of this requirement must be included in all subcontracts and lower-tiered contracts. Additionally, all contractors and subcontractors are required to comply with all non-wage requirements of the Prevailing Wage Act including, but not limited to, notice requirements, record-keeping duties, drug policy, and certified payroll submissions.

If the contract is more than \$100,000.00 in value, the Town further requires the contractor to have in place an apprenticeship and training program approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training.

The undersigned, on behalf of the Bidder, hereby certifies to the Town of Normal that the Bidder is familiar with the requirements of the Prevailing Wage Act and will comply with those requirements.

Dated: _____, 2017

Name

Title

RETURN WITH BID

Responsible Bidder—Apprenticeship Program Certification

[Project Name]

The Town of Normal has adopted a Responsible Bidder Ordinance. That Ordinance applies to this Contract. Under this Contract, a Bidder is not deemed to be a “Responsible Bidder” unless, in addition to meeting all other requirements, it has in place an apprenticeship and training program with craft-specific programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training.

1. The undersigned, on behalf of the Bidder, certifies that the Bidder is a participant, either as an individual or as a part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the Bidder will perform with its own forces.
2. The undersigned certifies that, for work that will be performed by subcontract, each of the Bidder’s subcontractors either (i) is, at the time of such bid participating in an approved, applicable apprenticeship and training program; or (ii) will, prior to commencement of performance of work under this Contract begin participation in an approved apprenticeship and training program applicable to the work of the subcontract.
3. The following is the Official name of the program sponsor holding the certificate of registration in which the Bidder is a participate for each type of work or craft that will be performed by the Bidder under this Contract:

Name of Program Sponsor	Type of Work or Craft to be Performed

4. The following is a list of any type of work or craft job category that does not have an applicable apprenticeship or training program:

5. The undersigned acknowledges that the Town, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the Bidder and any or all of its subcontractors.
6. The undersigned acknowledges that the Bidder is responsible for making a complete report and must make certain that each type of work or craft job category that will be performed on the Project is accounted for and listed in this Certification.

7. The undersigned acknowledges that the provisions of this Certification are a material part of the Contract and the Bidder shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training, or employment during the performance of the work of this contract.

Dated: _____, 2017

Name

Title

RETURN WITH BID

Substance Abuse Prevention Program Certificate

[Project Title]

The undersigned, upon being duly sworn, hereby certifies to the Town of Normal that:

1. [Click here to enter text](#), ("Vendor") has in place a written Substance Abuse Prevention Program that meets or exceeds the requirements of Section 15 of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/15) or has a collective bargaining agreement in effect dealing with the subject matter of that statute.
2. Vendor and all of its subcontractors will file a copy of the Substance Abuse Prevention Program or collective bargaining agreement with the Town of Normal prior to any work being conducted on the project.

By: _____

Title: _____

Signed and sworn to before me on _____ by

_____.

(Signature of Notary Public)

(Seal)

Contract Execution

Town of Normal

PROJECT TITLE:	
CONTRACT AMOUNT: \$	
COUNCIL BILL #: _____ DATE APPROVED BY COUNCIL: _____	VENDOR: (Vendor Name) (Vendor Address)
Department:	Contact:
APPROVED AS TO FORM BY TOWN OF NORMAL LEGAL DEPARTMENT:	

This contract is entered into on [Click here to enter a date.](#) and is between the TOWN OF NORMAL ("Town") and [Click here to enter text.](#) ("Vendor").

The Town published a bid call for work to be performed in the Town.

The Vendor submitted a bid for that project.

The Town Council accepted the Vendor's bid as the lowest responsible bid.

The parties agree as follows:

1. In addition to this document, the Contract Documents include **all of the following**:
 - 1.1. the Bid Call;
 - 1.2. General Instructions to Bidders
 - 1.3. Special Instructions to Bidders
 - 1.4. General Conditions
 - 1.5. Special Conditions, Plans, and Specifications;
 - 1.6. Completed Disclosure Affidavit;
 - 1.7. Completed Vendor Certification form;
 - 1.8. Completed Bid Form;
 - 1.9. Insurance forms;
 - 1.10. Performance and Payment Bond;
 - 1.11 Vendor's bid, proposal, scope of work, or quote to the extent not inconsistent with all other Contract Documents.
 - 1.12 Any addenda.
 - 1.13 Validly executed Change Orders.
2. Vendor agrees to furnish, provide, and deliver in a workmanlike manner the services set forth in the Contract Documents.
3. The Town shall pay Vendor in accordance with the Contract Documents subject to any further addition or deduction that may be agreed upon in accordance with the terms of the Contract Documents.
4. Vendor agrees to comply with the Prevailing Wage Act of the State of Illinois (820 ILCS 130/) and with the Prevailing Wage ordinance of the Town, including, without limitation, all of the following:

- 4.1. Payment of prevailing wage in accordance with the listing of the current prevailing wage rates available from the State of Illinois Department of Labor website (www.state.il.us/agency/idol).
 - 4.2. Compliance with the provisions of Public Act 93-38, which requires certain language pertaining to prevailing wage be inserted into subcontracts.
 - 4.3. Listing of prevailing wages in effect posted at the Project Site.
 - 4.4. Monthly submission of certified payrolls. This requirement applies to all contractors and subcontractors working on the Project. Certified payrolls must be submitted to Andrew Huhn, Director of Finance, 11 Uptown Circle, Normal, Illinois 61761 by U.S. Mail, overnight courier, or email at ahuhn@normal.org. The Town reserves the right to interview contractors' or subcontractors' employees on the job to ascertain compliance with this requirement.
5. In the event of the Vendor's noncompliance with any provision of this contract, the Vendor may be declared nonresponsive and, therefore, ineligible for future contracts or subcontracts with the Town, and the contract may be canceled or avoided in whole or in part and such other sanctions or penalties may be imposed or remedies invoked as provided by law or regulation.

The parties are signing this agreement as of the date set forth in the introductory clause.

Click here to enter text.

By: _____
Name: _____
Title: _____

I have authority to bind [Click here to enter text.](#)

Town of Normal

By: _____
Name: _____
Title: _____

I have authority to bind the Town