

# INVITATION TO BID



**CITY OF DECATUR  
PURCHASING DIVISION - 1ST FLOOR  
#1 GARY K. ANDERSON PLAZA  
DECATUR, ILLINOIS 62523  
(217) 424-2762**

<b>BID NUMBER:</b>	<b>#PUR2024-06</b>
<b>BID TITLE:</b>	<b>CUSTOMER SERVICE WINDOW PROJECT - FINANCE</b>
<b>BID DATE AND TIME:</b>	<b>JULY 16, 2024 10:00 A.M.</b>

## NOTICE TO BIDDERS

The City of Decatur will receive sealed bids to replace the customer service windows in the City of Decatur Finance Department.

Bids will be accepted until 10:00 a.m., Central Time, on July 16, 2024 at the City of Decatur, Purchasing & Internal Services Division, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523 at which time they will be publicly opened and read. Bids shall be submitted to the Purchasing Office on the first floor of the Civic Center.

All bids must be marked in the bottom left-hand corner with the following: "SEALED BID FOR CUSTOMER SERVICE WINDOW PROJECT - FINANCE #PUR2024-06. Specifications and proposal forms may be obtained from the Purchasing Office on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.

The following Minority Participation Goals for Public Works Contracts are in effect for this contract:

(1) Ten percent (10%) of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises, and

(2) Eighteen percent (18%) of the total hours worked should be performed by minority workers. All Contractors shall provide evidence of meeting the City's minority participation goals prior to the award of this project and prior to all payments made for work completed or provide the City of Decatur documentation on their good faith effort to comply with the participation goals. Required information and documentation is included in the Project Manual and is to be submitted with the bid proposal.

The Council of the City of Decatur, Illinois reserves the right to accept, renegotiate or reject any or all proposals and to waive any variance from the requirements of the instruction for bidders. The Council further reserves the right to award the contract to the bidder which, in the opinion of Council, will best serve the public interest, and the criteria listed herein shall be subordinate to the discretion of Council with regard thereto. At the discretion of the Council, required items may be submitted after the bid opening if there is sufficient compliance with instructions at the time of the bid opening to permit the City to determine the price bid.

Illinois Human Rights Act applies.

Questions regarding the specifications should be directed to MIKE PRITCHETT 1-447-287-0826.

City of Decatur  
KELLY HARRISON  
Procurement Officer  
June 17, 2024

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## TERMS & CONDITIONS

### 001 GENERAL INFORMATION

The enclosed specifications constitute the complete set of specification requirements and bid forms. Bidders should thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents. Each bidder by making a bid represents that the bidder has read and understood the bidding documents and has bid in accordance therewith. Failure on the part of the bidder to comply with all of the instructions could result in the bid being disqualified.

The bid is to be filled out entirely, signed and the entire document sealed in an envelope with the bid number and title on the outside and mailed or delivered in person to the Purchasing Division on or before the specified time.

For information concerning this bid please contact:

City of Decatur  
Purchasing & Internal Services Division  
#1 Gary K. Anderson Plaza  
Decatur, Illinois 62523-1196  
(217) 424-2762

### 002 BID FORMS

Bids are to be submitted on the attached Bidder's Proposal Form furnished by the City of Decatur. **NO OTHER FORMS WILL BE ACCEPTED.** Bids not submitted on the attached bid form shall be rejected. Bid proposals or vendor quotation forms will not be accepted. The form should be filled out in ink or typewritten. (Do not include more than one bid per envelope).

Extreme care should be taken in completing the bid form, including proper bid identification as it becomes the actual contract if you are awarded the bid. When necessary this form may contain any trade-in information. This form can also be used to provide an alternate proposal so long as it meets the technical specification. If you fail to name a substitute it will be assumed that you are bidding on the commodities or service identical to the bid standard.

003 BID IDENTIFICATION

Once your bid is completed it should be placed in an envelope and sealed. It is the bidders responsibility to ensure that bids are sealed prior to delivery to the Purchasing Division. The following information must be clearly shown on the outside of the sealed bid envelope: vendor name and address, bid title and/or bid number. If the bid is not properly identified, it will be disqualified since it will have to be opened to determine the proper requisition and opening date.

The exception would be for an informal quotation - the due date and item description should appear on the envelope.

When bids are submitted through a courier service, each bid must be sealed in the envelope with all required information identified above and placed inside the courier envelope.

004 BID SIGNATURE

The bid signature page must be returned with your bid. This page should be filled out entirely and signed in ink by an authorized representative or agent of the company submitting the bid. An unsigned bid could be automatically disqualified, even if the bidder or his representative is present at the bid opening on the day and time specified in the Invitation to Bid.

005 BID SUBMISSION

Formal bids submitted through a facsimile machine or telephone as well as electronically submitted bids such as email, texts, etc. are not valid and will not be considered. Only written bids in sealed, properly marked envelopes will be accepted.

The exception would be informal quotations which may be faxed or emailed.

006 F.O.B. POINT

All prices quoted herein will be on an F.O.B. Destination basis: Decatur, Illinois. Bid proposals showing other than F.O.B. Destination will not be accepted. Exact delivery location of building will be indicated on the purchase order.

007 DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of purchase order in space provided. Delivery shall be Monday thru Friday, 8:00 a.m. to 4:00 p.m. excluding City of Decatur holidays.

008 FREEDOM OF INFORMATION ACT

Effective January 1, 2010: All documents and records in the possession of contractors, sub-contractors, and any other person employed by the contractor or sub-contractor to perform a governmental function on the City's behalf and directly related to the governmental function are subject to the Illinois Freedom of Information Act. The contractor or successful bidder shall agree to cooperate fully with the City to ensure the City's compliance with the Freedom of Information Act and agrees to hold the City harmless and indemnify it for any failure to so comply.

009 DURATION OF AGREEMENT

Unless otherwise stated, the price and conditions stated in this bid shall be in effect for a period of one year from the date of issuance of a notice to proceed, or date of executed contract, whichever is later.

010 PROTECTION AGAINST PRICE INCREASE

The prices quoted shall not be subject to increase at any time during the contract period or any contract extension period.

011 QUANTITIES

The City of Decatur specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the proposal form by the bidder. The City reserves the right to purchase additional quantities at the price bid for a period not to exceed 90 days from the notice to proceed. If additional quantities are not acceptable, the proposal sheets must be noted "Bid for specified quantity only". In the case of annual supply contracts, the price bid will be for a period of 12 months unless otherwise stated.

012 VARIATIONS

For purposes of bid evaluations, bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with the specifications, terms and conditions.

013 BID CONTACT

Direct contact with City Departments other than Purchasing on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Purchasing Supervisor or designated representative.

014 QUALIFICATIONS OF BIDDER

The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

015 WARRANTY

The successful bidder shall fully warranty all goods and services proposed against defects. Should any defect occur on parts or labor excepting ordinary wear and tear, the successful bidder shall repair or replace same at no cost to the City immediately upon notice.

If an extended warranty beyond one year is required, the period of time will be specified.

All equipment supplied shall contain complete maintenance instructions and parts list.

016 NON-COLLUSION

The bidder must completely fill out the non-collusion affidavit attached and have it properly notarized.

017 VENDOR DEFAULT

The City of Decatur shall not accept bids from or award contracts to any person, firm, or corporation who is default on any obligation (ie: payment of taxes, license or other monies) to the City.

018 ADDENDA & CHANGES

Addenda are written documents issued by the City prior to the date for receipt of bids which modify or interpret the bidding documents by addition, deletions, clarification or corrections. During the course of a Invitation to Bid procedure changes may take place affecting the terms and conditions or the specifications of the bid.

If this is the case, a written addendum will be sent certified mail to all vendors who received the Invitation to Bid. The addendum will be on green colored paper.

019 BID OPENING

All formal bids are opened in public by the Purchasing Supervisor or designated representative, at the stated time, date, and place included in the Invitation to Bid. Bidders, interested reporters and the public are allowed and encouraged but not required to attend the formal bid opening. The bidder's name and amount of each bid are read aloud and recorded. No decisions relating to the award of the contract will be made at the opening.



020 LATE BIDS

The bid time will be and must be carefully observed. The responsibility of getting the bid to the City of Decatur Purchasing Division on or before the specified time and date is solely the responsibility of the bidder. Late bids received by the Purchasing Division after the time and date specified for opening must be rejected unopened, except in those rare cases where a bid has been misplaced or mishandled after receipt. Late bids will be returned unopened to the bidder along with a letter notifying the bidder the bid was automatically disqualified because of being declared late.

021 CHANGES, ALTERATIONS & ERASURES

All changes, alterations and erasures made by the bidder prior to submission of the bid must be initialed by the bidder in ink next to such change, alteration or erasure.

022 MISTAKES

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. In case of mistakes between unit price and the extension, the unit price shall govern.

023 BID ERRORS

Your bid is your firm offer to enter into contract with the City of Decatur. However, if an error is discovered you must notify the Purchasing Supervisor immediately.

Changes & Withdrawals Prior to Bid Opening - If the bidder wants to withdraw the bid, a written request must be submitted prior to the specified bid opening. The written request must be specific as to the errors and under no circumstances will changes in the bid be allowed.

Changes & Withdrawals After Bid Opening - After the bid opening, but before the awarding of a contract, a bidder may request withdrawal of its bid. This must be done in writing within two business days after the bid opening procedures. The bid can be withdrawn only on the grounds an obvious mistake can be documented by such things as vendor work sheets, supplier quotes, etc. If a bid bond was tendered with this bid, the City of Decatur will exercise its right of collection. If a bid is withdrawn in this manner, the award in turn would be awarded to the next lowest and best responsive and responsible bidder.

024 TIE BIDS

A tie bid occurs when two or more bids received are for the same unit price and are of equal quality. In the case of a tie bid consideration will be given to past performance of the vendor, locality, delivery time, etc.

025 BID TABULATION

Bidders desiring a copy of the bid tabulation of this Invitation to Bid may request same by enclosing a self-addressed stamped envelope with their bid. Every effort will be made to mail the tabulation in a timely manner. Bid tabulations will not be provided by telephone.

026 POSTING OF TABULATION

Bid tabulations with recommended awards will be posted for review by interested persons at the Purchasing Office prior to the submission through the appropriate approval process to the City Council, for award and will remain posted for a period of 72 hours.

027 MAINTAINING BID STATUS

To be retained on the active bidders list, bidders MUST respond to the Invitation to Bid. To protect your status as an active bidder, please complete and return the bid proposal form indicating a "NO BID" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

028 BID EVALUATION

The bids are carefully examined by the Purchasing Division as well as the user department(s). The low bid must meet any surety requirements and technical specifications that are required. Bids may be disqualified for failure of the commodity or service offered to meet the specifications in the Invitation to Bid. Unbiased judgment is used when making a recommendation.

029 BID AWARD

The contract will be awarded to the lowest and best responsive and responsible bidder meeting specifications. A responsible bidder is one whose reputation, past performance, business and financial capabilities are judged by the City to be capable of satisfactorily performing contractual obligations.

030 REJECTION OF BIDS

Failure on the part of the bidder to comply with the instructions may result in bid rejection and/or cancellation of orders without liability to the City. The City may however reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of the bid. The City may also waive any informalities or irregularities in any bid.

031 NOTICE TO PROCEED

A signed purchase order will be the Contractor's authorization to proceed.

032 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for an additional 12 months if agreed to in writing by both parties at least thirty days prior to the termination of the last year of the contract. Renewal of this contract shall be subject to appropriation of funds by the City Council.

033 AVAILABILITY OF FUNDS

The contractual obligation of the City under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

034 TERMINATION OF CONTRACT

The City of Decatur may terminate the contract if it is found the supplier failed to perform his services in a manner satisfactory to the City of Decatur as per the specifications. The City will notify the supplier in writing of the intent to terminate the contract.

The City of Decatur reserves the right to terminate the contract without showing cause upon giving a 30 day written notice to supplier.

035 PACKING LIST

Packing lists showing the City of Decatur purchase order number must be furnished with each shipment.

036 PAYMENT & INVOICES

Full payment will be made only after receipt of all items listed on the purchase order. Vendors are requested to submit invoices in duplicate for all billings and mail them to the City of Decatur, Accounts Payable, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. No payments will be issued prior to the receipt and acceptance of commodities and services by the City of Decatur's authorized representative. Invoices should be exact as to the correct quantity, size, grade, description, unit and total price as stated on the purchase order. All invoices must include the purchase order number. The City issues payment for invoices on the first business day of each month for all invoices received the previous month.

037 PARTIAL PAYMENT

Partial payments are normally not made. The exception is when a long delay is expected for back orders after the majority of the order is complete. The long delay must be noted in the bid. Partial billing will be accepted only after the approval of the Purchasing Supervisor. Back orders should be noted on the invoice submitted.

038 TAXES

The City of Decatur does not pay Federal Excise and State Sales tax. See exemption number on face of purchase order. An exemption certificate will be furnished upon request. However, this exemption does not apply to suppliers of the City for their purchase of goods or services, used in work or goods supplied to the City.

039 PUBLIC RECORD

Once the bid is awarded it will become a public document. The bid documents may be viewed after filling out the required Freedom of Information paperwork. The files may be examined during normal business hours by appointment. If copies of the documents are desired there will be a minimal fee charged to cover the photocopy costs.

040 MATERIAL SAFETY DATA SHEETS (MSDS)

Under the terms of the Toxic Substances Disclosure to Employees Act (820 ILCS 255/11, Illinois Compiled Statutes), all suppliers of products deemed to be toxic in substance, as published annually in the Illinois Register are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

041 FAIR EMPLOYMENT PRACTICES

The contractor and all sub-contractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause attached hereto and marked "Exhibit A".

042 LICENSES & PERMITS

It shall be the responsibility of the successful bidder to obtain at no additional cost to the City of Decatur any and all licenses and permits required to complete this bid. These licenses and permits shall be readily available for review by the Purchasing Supervisor or designated representative.

047 PERFORMANCE BOND

The successful bidder shall furnish an annual performance bond in connection with the contract to protect the City of Decatur from loss due to the bidders inability to complete the agreed upon contract annually. Performance bonds are equal to one hundred percent (100%) of the total amount of the bids for each year of the contract.. Performance bonds will be forfeited to the City of Decatur should the successful bidder fail to comply with the terms and conditions established in the specifications and the award. Performance bonds will be held until all contractual obligations are met to the satisfaction of the City of Decatur.

In a bid where a Bid Bond and a Performance Bond are required, the City of Decatur will return the Bid Bond upon receiving the Performance Bond. Under no circumstances shall the successful bidder start work until he/she has supplied the City of Decatur a Performance Bond. If the successful bidder fails to supply a Performance Bond as specified in the bid, the City shall be entitled to retain the bid deposits to remedy the bidder's unacceptable performance.

048 CERTIFICATE OF INSURANCE

The contractor, prior to the execution of the contract, shall obtain and keep in force during the performance of any and all work under this contract, the following insurance coverages, provided by companies acceptable to the City and authorized to transact business in the state of Illinois. The insurance companies will be rated by A.M. Best & Company with a rating not lower than A- and have a financial rating of VI. Coverage limits shall be written at not less than the minimum specified in this section. Higher minimum limits and additional coverages may be specified by a special condition elsewhere in the contract.

WORKERS COMPENSATION and EMPLOYERS LIABILITY:

Workers compensation insurance shall be provided according to the provisions of the Illinois Workers Compensation Act, as amended.

Employers Liability	
a. Each Accident	\$500,000
b. Disease – policy limit	\$500,000
c. Disease – each employee	\$500,000

COMMERCIAL GENERAL LIABILITY

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

Insurance shall be written on an occurrence form and shall provide coverage for: operations of the contractor, subcontractors (if any), broad form property damage, contractual liability and the hazards of explosion, collapse and underground (if appropriate). An Umbrella policy may be used to provide excess limits over underlying policy(ies) to meet the required limits of coverage.

COMMERCIAL AUTOMOBILE LIABILITY:

Bodily Injury & Property Damage, Combined Single Limit	\$1,000,000
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The policy shall cover owned, nonowned, and hired vehicles.

CERTIFICATE:

Upon request the contractor shall file with the City certified copies of all insurance policies and all accompanying endorsements. The contractor shall supply certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. The certificate of insurance shall include the City of Decatur, its officers and employees as an additional insured. In no event shall any failure of the City of Decatur to receive certificates or to demand receipt be construed as a waiver of the contractor's obligation to obtain and keep in force the required insurance.

NOTICE:

It shall be an affirmative obligation upon the contractor to advise the City's Purchasing Division at Fax No. (217)-424-2772, or mail to Purchasing, #1 Gary K. Anderson Plaza, Decatur, IL 62523, within two days of the cancellation or substantive change of any insurance policy set out above, and failure to do so shall be construed to be a breach of the contract.

049 HOLD HARMLESS CLAUSE

The contractor will hold the City harmless from all claims, suits, actions, damages or causes of action in any way arising during the term of the agreement, including reasonable attorney's fees for any personal injury, loss of life or damage to person or property sustained by reason of or as a result of the products or services supplied. Contractor's insurance will be primary.

050 PREVAILING WAGE RATES

Public Act 100-1177:

This contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

CITY OF DECATUR  
NOTICE TO CONTRACTORS  
PREVAILING WAGE ACT

In submitting your bid or proposal for a public works project for the City of Decatur, which is being paid for wholly or in part out of public funds, or providing services to the City of Decatur, the following shall apply to ensure the City is in compliance with the Illinois Prevailing Wage Act. This contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("the Department") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor and subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

1. The Contractor shall not pay less than the prevailing rate of wages to all laborers, workmen and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works.
2. Any and all contractors' and subcontractors' bonds required by the City of Decatur for your specific project must contain a provision as will guarantee the faithful performance of the Prevailing Wage Act.
3. Any and all contracts or agreements entered into with the contractor or any subcontractor shall also comply with the provisions of the Prevailing Wage Act and contain a stipulation in any bid specifications or contracts requiring compliance with the Act.
4. A copy of the relevant prevailing wage rates shall be posted at a location on the project site that is easily accessible by workers.
5. All contractors and subcontractors must create and keep for a minimum of three (3) years, records of all laborers, mechanics and other workers employed by them on the project. The records shall include:
  - a. Each worker's name, address, telephone number when available, last four digits of social security number, gender, race, ethnicity, veteran status and classification or classifications.
  - b. The number of hours worked each day; and,



c. The starting and ending time of work each day.

6. If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall apply.
7. This Notice is not intended to be relied upon by contractors or subcontractors. You should review the Prevailing Wage Act to ensure your compliance and consult with an attorney of your own choosing.

Contractor

Email

Signature

Date

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City of Decatur, IL Representative

Date

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**INFORMATION FOR BIDDERS  
MINORITY PARTICIPATION GOALS  
FOR PUBLIC WORKS CONTRACTS**

- I. Description of the Minority Participation Goals Program:
- A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, bidders will make a good faith effort to meet the following minimum goals:
1. **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or **10%** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
  2. Minority workers should perform **18%** of the total hours worked.
- B. Failure to submit a **Minority Business Enterprise (MBE) Utilization Statement** or the **Minority Business Enterprise (MBE) Participation Waiver Request** as described and provided herein, may cause the bid to be rejected and determined non-responsive.
- C. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a 2% Bonus based on the final contract amount up to a maximum of \$50,000.
- II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Minority Business Enterprise (MBE) Utilization Statement** to be submitted with the bid documents.
- III. Waiver:
- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
  2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise (MBE) Participation Waiver Request.**
- IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Minority Business Enterprise (MBE) Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.

**INFORMATION FOR BIDDERS  
MINORITY PARTICIPATION GOALS  
FOR PUBLIC WORKS CONTRACTS**

- V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting, minority participation, and weekly prevailing wage documentation, will be provided through ePrismSoft, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webnfo@eprismsoft.com or (309) 692-6400.
- VI. Chapter 28, Article 10, of the City Code is included herewith for the information of the bidder.

**CITY CODE  
CHAPTER 28, ARTICLE 10  
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS**

**SECTION 10-1. POLICY:**

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. The objectives of the minority participation goals include:

- A. Ensuring non-discrimination in the award and administration of City public works contracts;
- B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works and written procurement contracts awarded based on formal submission of bids;
- C. Helping to remove barriers to the participation of MBE and minority workers in the City's municipal procurement and public works contracts;
- D. Promoting the use of MBE and minority workers in City public works projects;
- E. Ensuring that the minority participation goals are narrowly tailored in accordance with applicable law;
- F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE inclusion and minority worker recruitment;

(Amended, Ordinance No. 2020-124, August 3, 2020)

**SECTION 10-2. DEFINITIONS:**

- A. **MINORITY:** For purposes of this Article, the City hereby adopts and incorporates by reference "minority person" as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
- B. **MINORITY BUSINESS ENTERPRISE (MBE):** A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business,

**INFORMATION FOR BIDDERS  
MINORITY PARTICIPATION GOALS  
FOR PUBLIC WORKS CONTRACTS**

and the minority ownership must control the management and daily operations of the business.

- C. **PUBLIC WORKS CONTRACTS.** All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
  - D. **PUBLIC WORKS PROJECTS.** All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
- (Amended, Ordinance No. 2020-124, August 3, 2020)

**SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS:**

- A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.
- C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.
- D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.
- E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.
- F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
  - i. Soliciting through all reasonable and available means the interest of MBE and minority workers;
  - ii. Outreach and recruitment efforts of and to MBEs and minority workers;
  - iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
  - iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;

**INFORMATION FOR BIDDERS  
MINORITY PARTICIPATION GOALS  
FOR PUBLIC WORKS CONTRACTS**

- v. Negotiating in good faith with MBEs and firms that employ minority workers;
  - vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
  - vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
  - viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;
  - ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
  - x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;
  - xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.
- G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.  
(Amended, Ordinance No. 2020-124, August 3, 2020)

**SECTION 10-4. PROGRAM ADMINISTRATION:**

- A. The Public Works Director, his designee, or third party contractor, shall:
- i. Administer and enforce the provisions of this Article;
  - ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.
  - iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.
  - iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.
- B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.  
(Amended, Ordinance No. 2020-124, August 3, 2020)

**SECTION 10-5. PENALTIES:**

- A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
- i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
  - ii. Assess a fine or penalty not to exceed \$2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The

**INFORMATION FOR BIDDERS  
MINORITY PARTICIPATION GOALS  
FOR PUBLIC WORKS CONTRACTS**

assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;

- iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

(Amended, Ordinance No. 2020-124, August 3, 2020)

**SECTION 10-6. APPEALS:**

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

**SECTION 10-7. WAIVER:**

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
  - i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
  - ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.
- B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
  - i. The project is essential for city operations;
  - ii. Emergency circumstances require a waiver;
  - iii. Evidence of a good faith effort by the contractor;
  - iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

(Amended, Ordinance No. 2020-124, August 3, 2020)

**END OF  
INFORMATION FOR BIDDERS  
MINORITY PARTICIPATION GOALS  
FOR PUBLIC WORKS CONTRACTS**



City of Decatur, Illinois  
 #1 Gary K. Anderson Plaza  
 Decatur, IL 62523-1196

## Final Minority Business Enterprise (MBE) Participation Documentation

Date:		Project Title:	
Total Contract Value:		Project Number:	

### Section I: Prime Contractor Information

Prime Contractor: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

### Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
<b>Non-MBE Subcontractor Total</b>				

If more subcontractors are utilized, please copy this form and attach the additional information.

**Section III: Selected MBE Subcontractors**

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
<b>MBE Subcontractor Totals</b>				

If more subcontractors are utilized, please copy this form and attach the additional information.

**Section III: Selected MBE purchase of Goods, Materials, and Equipment**

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
<b>MBE Totals</b>				

If more MBE's are utilized, please copy this form and attach the additional information.

**CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.**

<input type="checkbox"/>	MBE Goal of 10% <u>has been</u> reached
<input type="checkbox"/>	MBE Goal of 10% <u>has not been</u> reached but Contractor <u>has</u> met the goal estimated on the MBE Utilization Statement submitted at Bid
<input type="checkbox"/>	MBE Goal of 10% <u>has not been</u> reached and Contractor <u>has not</u> met the goal estimated on the MBE Utilization Statement submitted at Bid (attach explanation)
<input type="checkbox"/>	MBE Goal of 20% <u>has been</u> reached and qualifies for a 2% Bonus of the final Contract Value up to a maximum of \$50,000
<input type="checkbox"/>	Other – (State reason and attach explanation)

The undersigned certifies that the information included herein is true and correct, failure to submit this form may result in delay of the final payment.

\_\_\_\_\_  
Signature of Prime Contractor

\_\_\_\_\_  
Date





City of Decatur, Illinois  
 #1 Gary K. Anderson Plaza  
 Decatur, IL 62523-1196

## Notification of Change in Participation

Date:		Project Title:	
		Project Number:	

Prime Contractor: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

**If changing from a previously identified subcontractor/material supplier to another or to change from self-performing to a subcontractor, complete the following:**

From Name:		To Name:	
Address:		Address:	
Phone:		Phone:	
Status:	<input type="checkbox"/> MBE	<input type="checkbox"/> Non-MBE	Status: <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE
		Contract Amount:	
Will the scope of work change?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Describe the scope of work change:			
Reason for subcontractor change:			
Describe good faith efforts to utilize an MBE:			

\_\_\_\_\_  
 Signature of Prime Contractor Date



**CITY OF DECATUR  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION**

**City of Decatur  
Minority Participation Worksheet  
Return with Pay Estimate**

Check Appropriate Block

- Prime Contractor
- Subcontractor

Pay Estimate Period: \_\_\_\_\_

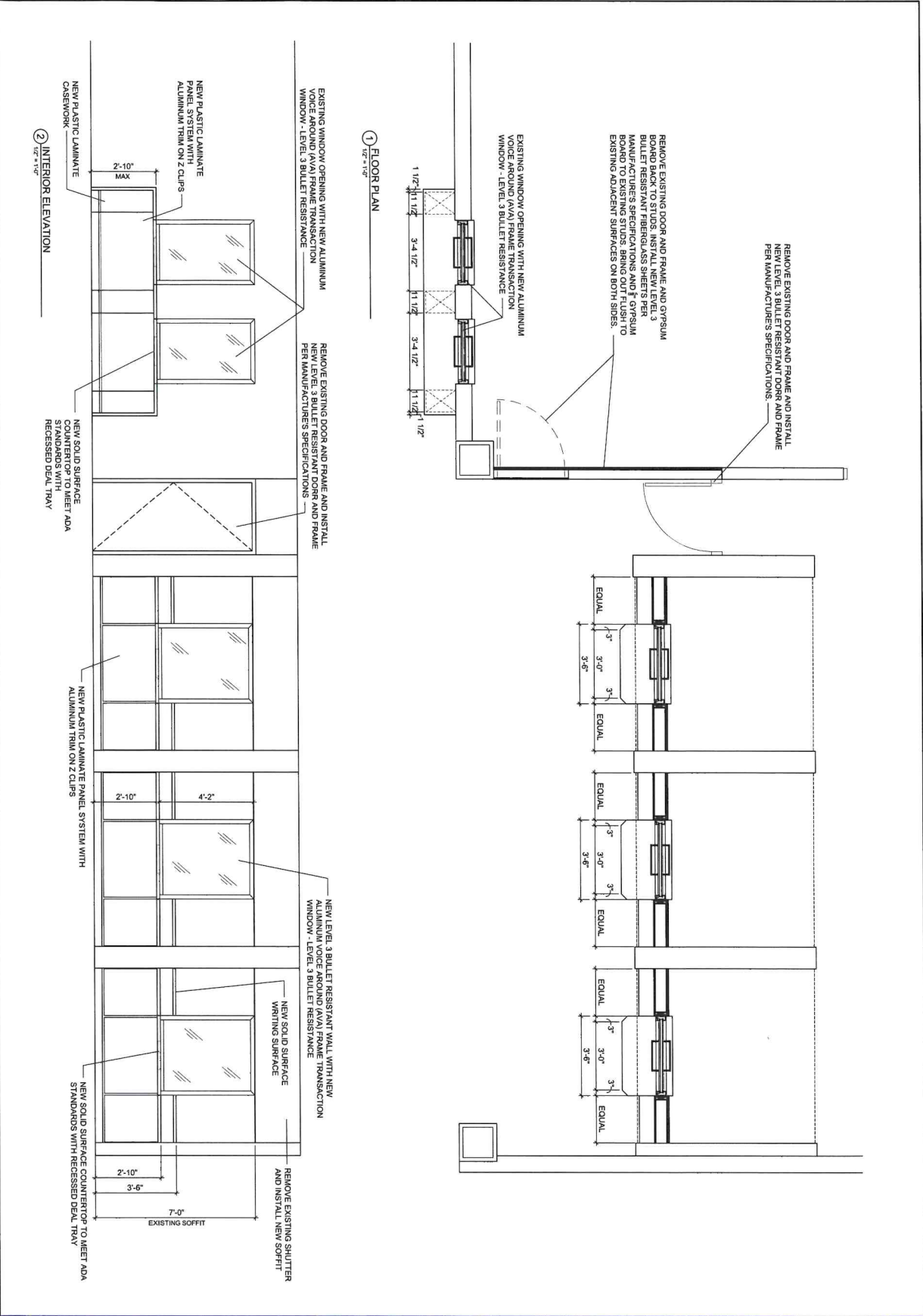
Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Project Title: \_\_\_\_\_  
 Project Number: \_\_\_\_\_

Job Categories	Current						Previous			To Date	
	Male		Female		Current Totals		Totals From Previous Pay Periods		Count To Date	Hours Worked To Date	%
	Count	Hours Worked	Count	Hours Worked	Count	Hours Worked	Previous Count	Previous Hours Worked			
Black or African American											
Asian											
American Indian / Alaskan Native											
Hispanic or Latino											
Native Hawaiian or other Pacific Islander											
White											
<b>Total</b>											
<b>Total Minority</b>											

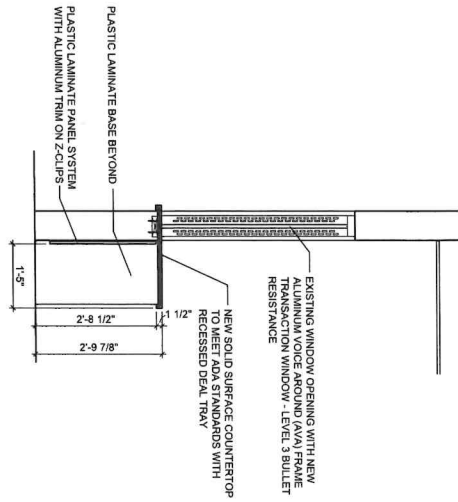
Prepared by: (Signature and Title of Contractor's Representative) \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed by: (Signature of City Project Manager) \_\_\_\_\_ Date: \_\_\_\_\_

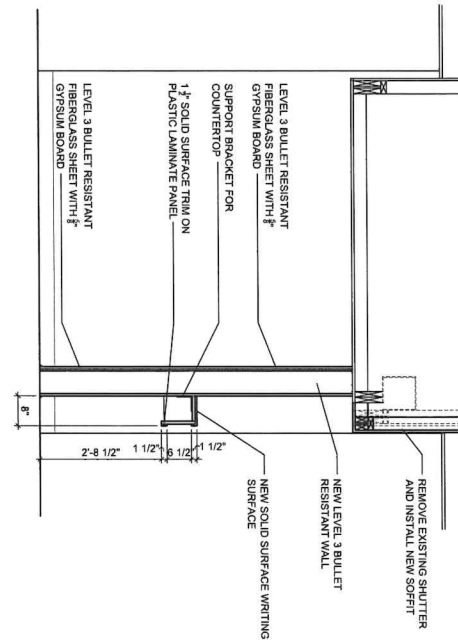
1/9/2024 4:51 PM T:\88XXXX88\Drawings\Families-Details\Architectural\8888\_PP2-1.dwg Layout



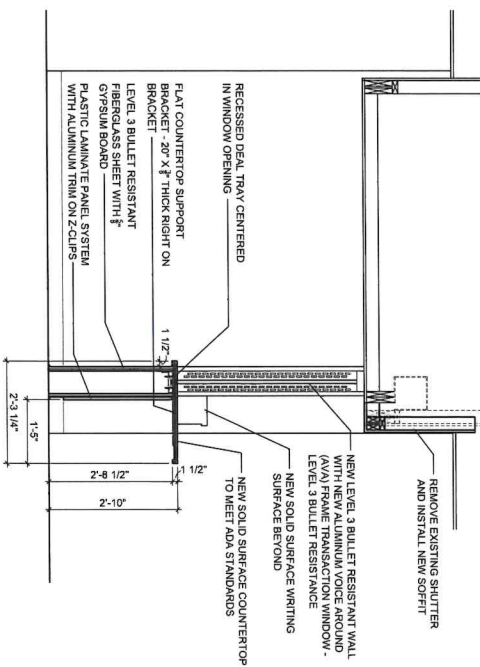
<p>NO. DESCRIPTION DATE</p>	<p>PROPOSED PLAN AND ELEVATION</p> <p><b>FINANCE DEPARTMENT</b></p> <p>CITY OF DECATUR</p> <p>#1 GARY K ANDERSON PLAZA      DECATUR, ILLINOIS</p>	<p>DATE: _____</p> <p>LIC. EXP.: _____</p>	<p><b>ARCHITECTURAL EXPRESSIONS, LLP</b> ARCHITECTS • ENGINEERS</p> <p>ARCHITECTURAL EXPRESSIONS, LLP PHONE: 217-427-4800 FAX: 217-287-2485 1100 N. WASHINGTON ST., SUITE 100 L. DECATUR, ILLINOIS 62521</p>
<p>Project Number: 6888</p> <p>Date: 01/09/24</p> <p>Drawn By: AJJ</p> <p>Checked By: _____</p> <p>DATE: _____</p>	<p><b>PP2-1</b></p>		




1 EXISTING WINDOW OPENING SECTION  
1/8" = 1'-0"



2 COUNTERTOP SECTION  
3/8" = 1'-0"



3 ADA COUNTERTOP SECTION  
3/8" = 1'-0"

<p><b>PROPOSED SECTIONS</b></p> <p><b>FINANCE DEPARTMENT</b></p> <p>CITY OF DECATUR</p> <p>#1 GARY K ANDERSON PLAZA      DECATUR, ILLINOIS</p>	<p>DATE: _____</p> <p>LIC. EXP.: _____</p>	 <p><b>ARCHITECTURAL EXPRESSIONS, LLP</b> ARCHITECTS • ENGINEERS</p> <p>PHONE: 217-277-2629 FAX: 217-277-2855 ILLINOIS DESIGN NO. 184-014187</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 75%;">DESCRIPTION</th> <th style="width: 20%;">DATE</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">X</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 30%;">Project Number</td> <td style="width: 30%;">06806</td> </tr> <tr> <td>Date</td> <td>01/09/24</td> </tr> <tr> <td>Drawn By</td> <td>AKJ</td> </tr> <tr> <td>Checked By</td> <td> </td> </tr> <tr> <td style="text-align: center; font-size: 2em; font-weight: bold;">PP2-2</td> <td></td> </tr> </table>	NO.	DESCRIPTION	DATE	X												Project Number	06806	Date	01/09/24	Drawn By	AKJ	Checked By		PP2-2	
NO.	DESCRIPTION	DATE																										
X																												
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Date	01/09/24																											
Drawn By	AKJ																											
Checked By																												
PP2-2																												

BIDDER'S PROPOSAL

TO: Procurement Officer, City of Decatur

I, WE \_\_\_\_\_, propose to replace the customer service windows in accordance with noted specifications with deviations (if any) and to accept in compensation therefore the price indicated below.

**Base Bid**

All general work to replace the customer service windows in the Finance Department located at #1 Gary K. Anderson Plaza, 2<sup>nd</sup> Floor, Decatur Illinois 62523.

**WE ARE BIDDING:**

Construction done during working hours.  
(8 a.m. to 4 p.m.) \$ \_\_\_\_\_

Construction is done after working hours.  
(4 p.m. to midnight) \$ \_\_\_\_\_

If this Bid is accepted, we will complete the work in \_\_\_\_\_ calendar days from notice to proceed.

**REJECTION/AWARD**

The City of Decatur reserves the exclusive right to reject any or all bids and to accept that bid, if any, deemed to be in the best interest of the City.

**DEADLINE**

Sealed bids are due on July 16, 2024, until 10:00 a.m. at the Purchasing Office, 1st floor, Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523.

**BID IDENTIFICATION**

Mark outside of bid envelope "SEALED BID FOR CUSTOMER SERVICE WINDOW PROJECT – FINANCE #PUR2024-06".



City of Decatur, Illinois  
 #1 Gary K. Anderson Plaza  
 Decatur, IL 62523-1196

RETURN WITH BID

## Minority Business Enterprise (MBE) Utilization Statement

Date:		Project Title:	
Total Contract Value:		Project Number:	

**Section I: Prime Contractor Information**

Prime Contractor: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

**Section II: Selected Subcontractors**

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
<b>Totals</b>				

• If more subcontractors are utilized, please copy this form and attach the additional information.

**Section III: Purchase of Goods, Materials, or Equipment**

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
<b>Totals</b>			

• If more firms were contacted, please copy this form and attach the additional information.

**Section IV: MBE subcontractors that submitted bids but were not selected**

Subcontractor Name	Scope of Work Bid	Reason for Denial
<ul style="list-style-type: none"> <li>If more firms submitted quotes, please copy this form and attach the additional information.</li> </ul>		

**Section V: MBEs that were contacted for this project**

Subcontractor Name	Method of Contact	Contact Outcome
<ul style="list-style-type: none"> <li>If more firms were contacted, please copy this form and attach the additional information.</li> </ul>		

**Section V:**

The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established a subcontractor utilization and/or purchase of goods, materials or equipment goal of 10% for Minority Business Enterprises that are to be used in the execution of this project. Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City construction projects.

**This form must be completed and submitted with the bid proposal.** All subcontractors and MBE's intended for use on this project shall be listed in the columns above; along with the total estimated amount to be paid; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor utilizes an MBE not listed above, they must submit a **Notification of Change in Participation** with the necessary support documentation.

The undersigned certifies that the information included herein is true and correct; the MBE's listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating, or conflict of interest in any of the listed subcontractors or MBEs.

\_\_\_\_\_ Signature of Prime Contractor \_\_\_\_\_ Date \_\_\_\_\_



City of Decatur, Illinois  
 #1 Gary K. Anderson Plaza  
 Decatur, IL 62523-1196

RETURN WITH BID WHEN REQUIRED

## Minority Business Enterprise (MBE) Participation Waiver Request

Date:		Project Title:	
		Project Number:	

Prime Contractor: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

We hereby request that the City waive the Minority Business Enterprise (MBE) 10% participation goal on the above named project for the following reason(s) and affirm that the stated reasons and documents provided are true and correct and not misleading. We further agree this waiver request does not waive the goal that 18% of the total hours worked should be performed by minority workers as per City Code Chapter 28, Article 10.

**CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.**

<input type="checkbox"/>	An insufficient number of MBEs responded to our invitation to bid on services or materials. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
<input type="checkbox"/>	No subcontracting or purchase of goods, materials or equipment opportunities exist. (Attach explanation)
<input type="checkbox"/>	The award of subcontract(s) or purchase of goods, materials or equipment is impracticable. (Attach explanation)
<input type="checkbox"/>	Other – (State reason and attach explanation)
<input type="checkbox"/>	I meet or exceed the 10% goal for the use of MBEs (detail is provided on the MBE Utilization Statement)

\_\_\_\_\_  
 Signature of Prime Contractor Date

**FOR OFFICIAL USE ONLY**

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED
-----------------------------------	--------------------------------------

**The minority participation goals are waived on this project for the following reason(s) (see Article 28-10-7 City Code):**

<input type="checkbox"/>	The project is essential for City operations.
<input type="checkbox"/>	Emergency circumstances require a waiver.
<input type="checkbox"/>	Evidence of a good faith effort by the contractor.
<input type="checkbox"/>	The contractor will self-perform all work and will not subcontract any portion of the project.
<input type="checkbox"/>	The contractor proposes to meet City MBE goal. No Waiver Required

REVIEWED BY:

\_\_\_\_\_  
 Public Works Director Date





City of Decatur, Illinois  
 #1 Gary K. Anderson Plaza  
 Decatur, IL 62523-1196

**RETURN WITH BID FOR EACH MBE  
 SUBCONTRACTOR OR SUPPLIER**

## Minority Business Enterprise (MBE) Information Form

Date:		Project Title:	
Total Contract Value:		Project Number:	

**Section I: Minority Business Enterprise (MBE) Information**

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

**Section II: Description of Services or Materials to be Provided**

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract

**This form must be completed and submitted with the bid proposal for each MBE.** All MBEs intended for use on this project shall have an MBE Information Form signed by the prime contractor and MBE. If for whatever reason the Prime Contractor changes or adds an MBE, a Notification of Change in Participation Form and MBE Information Form with the necessary support documentation must be submitted and approved.

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

<b>Prime Contractor Signature</b>	<b>Print</b>
<b>Title</b>	<b>Date</b>
<b>Minority Business Enterprise Signature</b>	<b>Print</b>
<b>Title</b>	<b>Date</b>

**BID SIGNATURE PAGE**

**If a Corporation**

**Corporate Name**

\_\_\_\_\_

**By Registered Agent:**

**Signature (please sign in ink)**

**Print Name**

**Business Address:**

Street

City

State

Zip

Area Code

Telephone Number

**Name of Officers:**

**President**

**Address**

**Vice President**

**Address**

**Secretary**

**Address**

**Treasurer**

**Address**

**Sole Proprietor**

**Firm Name**

\_\_\_\_\_

**Signature of Bidder:**

**Signature (please sign in ink)**

**Print Name**

**Business Address:**

Street

City

State

Zip

Area Code

Telephone Number

**If a Partnership**

**Firm Name**

\_\_\_\_\_

**By:**

**Signature (please sign in ink)**

**Print Name**

**Business Address:**

Street

City

State

Zip

Area Code

Telephone Number

**Name of all  
Members of Firm**

**Name**

**Address**

**Name**

**Address**

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, BEING FIRST DULY  
SWORN, says that:

1) He is (Owner, Partner, Officer, Representative, or Agent) of \_\_\_\_\_, the Bidder that has submitted the attached bid;

2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through a collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Decatur, Illinois, or any person interested in the proposed contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public  
Title

My Commission expires \_\_\_\_\_.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

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

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

(Effective February 9, 1981)