



**INVITATION TO BID**

**BID #2020-55**

**COMMUNITY DEVELOPMENT New 2020 or Newer  
6,050 lb. PICKUP TRUCKS (2 Vehicles)**

Mailing Address: Office of the City Clerk  
City of Bloomington  
109 East Olive Street  
Bloomington, IL 61701

Contact Person(s): Rob Krones  
Fleet Manager  
  
Carla Murillo  
Procurement Manager  
cmurillo@cityblm.org  
309-434-2277

Bids Due: **Wednesday, April 22, 2020 at 12:00 p.m. Central Time**

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**LEGAL NOTICE OF  
INVITATION TO BID  
CITY OF BLOOMINGTON, ILLINOIS**

Sealed bids will be received at the office of the City Clerk, City Hall, 109 East Olive Street, Bloomington, Illinois 61701, until **Wednesday, April 22, 2020 at 12:00 p.m. Central Time**, at which time they will be publicly opened and read for the following:

**BID #2020-55**

**COMMUNITY DEVELOPMENT NEW 2020 or NEWER  
6,050 lb. PICKUP TRUCKS (2 Vehicles)**

**In response to the unprecedented situation to limit the community spread of COVID-19, the City of Bloomington is requesting that all vendors send their sealed bid/proposal submissions by USPS or Courier to the City of Bloomington, Attn: Office of the City Clerk-Bid Submissions, 109 East Olive Street, Bloomington, IL, 61701.** If you must turn in a bid in person, at this time, we you must take it to Grossinger Motors Arena outside box office windows on Front and Madison, Bloomington, IL.

**To adhere to social distancing and group gathering guidelines in light of COVID-19, City Hall is closed. The City will hold the Bid Opening meeting virtually/live similar to Council Meetings. We encourage bidders and the public to participate remotely by watching/listening to the bid opening remotely via the City's livestream: [www.cityblm.org/bidopening](http://www.cityblm.org/bidopening).**

**Bid tabulations will be posted on the City's website within 24 hours of the bid opening. These can be located at: <https://www.cityblm.org/government/departments/legal/procurement-services/bid-proposals/results-document-library/-folder-1761>.**

Bid documents are to be obtained from the City of Bloomington Procurement Division by sending an email to [procurement@cityblm.org](mailto:procurement@cityblm.org) with a subject heading of **Bid #2020-55 Community Development New 2020 or Newer 6,050 lb. Pickup Trucks (2 vehicles)**. Respondents must provide their complete name, company name, street address, telephone number, fax number and email address. Only contractors recorded with the City, as a bona fide plan holder, are eligible for the contract award.

You may not respond with a faxed or electronic submission. All statements must be submitted in a sealed envelope with one (1) original hard copy, including City Bid documents, and two (2) electronic copies on USB Flash Drive or Compact Disc including City Bid documents is required. The City of Bloomington reserves the right to reject any and all bids and to waive technicalities.

The City of Bloomington requires all contractors doing business with the City not to discriminate on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation.

Carla Murillo, Procurement Manager  
Published **April 6, 2020** Bloomington, Illinois

## **TERMS AND CONDITIONS FOR BIDDERS**

**BACKGROUND:** The City of Bloomington, incorporated in 1856, is a home rule unit of government under the 1970 Illinois Constitution. The City of Bloomington is located in the heart of Central Illinois, approximately 125 miles southwest of Chicago, 155 miles northeast of St. Louis and 64 miles northeast of Springfield, the State Capital. The City of Bloomington is the County Seat of McLean County, the largest county in Illinois (approximately 762,240 acres). The results of the 2010 Census shows the City now has a population of 76,610 citizens. The economic strength of the City of Bloomington metropolitan area is well diversified with no single dominating industry.

**BID IDENTIFICATION:** Bidders are required to legibly write the bid number, bid name and due date in the lower left corner. Do **not** submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

**DEFINITION:** "City" shall mean the City of Bloomington, Illinois.

**QUESTIONS:** Questions regarding bid/proposal procedures shall be directed to Carla Murillo, Procurement Manager, during regular working hours, telephone 309-434-2277.

Questions regarding the technical nature or performance expectations of the equipment, material, or service in the bid shall be submitted in writing to:

**Rob Kroner, Fleet Manager**  
**And**  
**Carla Murillo, Procurement Manager, at [cmurillo@cityblm.org](mailto:cmurillo@cityblm.org) or**  
**Fax (309) 434-2874**

Questions will be answered in the form of written addenda and provided to all Bidders, as per State of Illinois statutes.

**BID PACKAGE:** If you have obtained this bid from the City of Bloomington web site or from a source other than directly from Procurement Services or the City Clerk, you are not on record as a plan holder. The Procurement Office takes no responsibility to provide addenda to parties not listed by the City as plan holders. It is the bidder's responsibility to check with the Procurement Office, or with the City Clerk's office prior to submitting your bid to ensure that you have a complete, up-to-date package. The original bid document maintained and on file in the City Clerk's office shall be considered the official "copy". Copies of all addenda shall be attached to the bid document as proof of receipt.

One (1) original hard copy, including City Bid documents, and two (2) electronic copies on USB Flash Drive or Compact Disc including bid documents should be submitted to:

Bloomington City Clerk's Office  
109 E. Olive Street  
Bloomington, Illinois 61701

**REJECTION OF BIDS:** The City of Bloomington reserves the right to reject any and all bids and to waive technicalities and to accept that bid which is to be considered to be in the best interest of the City. Any such decision shall be considered final.

**BID SUBMISSION:** Submit One (1) original hard copy, including City Bid documents, and two (2) electronic copies on USB Flash Drive or Compact Disc of the entire bid packet

**EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of a proposal or bid, the City of Bloomington prohibits ex parte communication (i.e., unsolicited) initiated by the Bidder to a City Official (i.e. City Aldermen, Mayor, etc.) or Employee evaluating or considering the proposal/bid prior to the time a selection has been made. Communication includes but is not limited to fax, phone calls, email and personal visit. Communication between Bidder and the City shall be directed in writing to the Procurement Manager or designated contact person only. The Procurement Manager will obtain the information or clarification needed. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the proposal/bid and repeat offenders may be disqualified from future projects.

**NO BID:** Bidders who are not able to submit a bid for this product/service, but wish to receive bid tabulation or to be assured of remaining on the City's bid list for similar products/services should clearly indicate on the envelope the designation “**NO BID**”. Envelopes so marked will not be considered as a formal bid, but the contents will be responded to in the appropriate manner by City of Bloomington staff. The City will issue a purchase order to the successful Bidder.

**DELIVERY: F.O.B. Bloomington, IL FREIGHT PREPAID.**  
**Delivery will be considered in making the award and the bidders shall state, in the spaces provided, expected delivery after receipt of Purchase Order. Failure to meet said delivery promises without prior consent of the City Procurement Manager may be considered a breach of faith.**

**FULL PRICING AND CONTINGENCIES:** Please quote your best net price including delivery and discounts to meet the approval of the City. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City. The City shall hold the successful bidder to the bid pricing. Additional charges for contingencies discovered by the bidder at any time after the date of the opening of this bid may not be considered for payment by the City. All prices and notations shall be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the bid. In case of error in the extension of prices, the unit price shall govern.

**PAYMENT TERMS:** If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

**BID EVALUATION:** Bids will be evaluated and awarded to the lowest responsible, responsive bidder. The quality of the products/services, conformity with the specifications, suitability to the requirements, delivery terms including length of time for delivery, qualifications and references will be taken into consideration in making an award. The City will be the sole judge of acceptability of any products offered.

**QUALITY:** The scope of work or specification is intended to procure a quality product or service. Quality must be proven to the satisfaction of the City to meet or exceed requirements as set forth in the scope of work. Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The City will be the sole judge of acceptable products/services. Unacceptable products/services will be rejected and suitable price adjustments be made.

It is the bidder's task to be familiar with the referenced items and to offer only products/services of equal or greater quality. Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, may be returned at the Bidder's risk and expense.

**RECOURSE FOR UNSATISFACTORY MATERIALS:** Payment shall be contingent upon the City's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the City's satisfaction by the successful bidder at no additional charge.

**INVESTIGATION:** Bidders must acquaint themselves with the policies of the City, and may do so by contacting the Procurement Manager. All questions as to the meaning of the scope of work must be resolved prior to the bid submission deadline. It is the Bidder's responsibility to check with City Clerk prior to submitting their bid to ensure that they have received all Addenda issued.

**PROOF OF LICENSE, PERMIT, ETC.:** Bidders must provide proof of conformance with any applicable Federal/State/Local permits, licenses, certifications, etc., as stated in the scope of work/specifications section. It is the Bidder's responsibility to inquire about requirements of performing the job with the requesting department contact person.

**BID FORM:** This entire package shall be returned complete and intact with all information requested and all questions answered. Failure to do so may be considered grounds for rejection of the bid. The amount of the bid shall be stated on the form(s) provided. Variations from the Specification shall be noted on a separate sheet of paper. If more space is required to furnish a description of the product/service offered or delivery/start terms, the bidder may attach a letter hereto, which will be made a part of the bid.

**SPECIFICATION:** The Specification may, in some areas, be unique to a particular brand of product or type of service. If this situation exists, equal consideration will be given to all Bidders whose items, in the opinion of the City, meets or exceeds performance in these areas.

**ALTERNATES:** Trade names are used solely for the purpose of setting minimum standards of quality and performance and are not to be construed as exclusionary. Bidders are encouraged to contact the City Procurement Department prior to the bid opening for the purpose of clarifying specifications.

**BRAND NAME, MODEL, SCOPE OF WORK:** All Bidders shall include with their bid brand names, models, catalog numbers, and complete information about the items they are offering. **Manufacturer's Safety Data Sheets, MSDS, are required for all chemical Bids.** Failure to do so may be considered grounds for rejection of the bid-

**DEFAULT BY VENDOR:** In the event of default by bidder, the City reserves the right to procure the products/services from other sources, and hold the bidder liable for any excess costs occasioned thereby. Additionally, a contract shall not be assignable by the Bidder in whole or in part without the written consent of the City of Bloomington.

**BID OPENING: Telephone/Fax/Verbal Offers Will Not Be Accepted.**  
Bids shall be publicly opened and read at the time and date set. It is the responsibility of the bidder to see that the bid is in the Office of the City Clerk, by the specified time and date. The date of the postmark will not be considered. Bids received after the time and date set may be returned unopened to the Bidder. This includes Bids not received as a result of mail delays. In the event that City Hall is closed for business at the time scheduled for the bid opening, sealed bids will be accepted on the next business day of the City, up to the

originally scheduled time.

**CANCELLATION:** Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The City will provide a written notice of unsatisfactory performance and the bidder will be allowed adequate time, typically thirty (30) days, to take corrective action and accomplish satisfactory control. If at the end of the stated time to correct, the City may deem that the bidder performance is still unsatisfactory, the contract may be canceled. The exercise of its right of cancellation shall not limit the City's right to seek any other remedies allowed by law.

**WITHDRAWAL OF BID:** A bidder may withdraw a bid prior to the deadline for bid submittal by submitting a request for its withdrawal. Bids received after the time for opening bids or received at any place other than the place specified will not be considered. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, will be submitted in writing and will be supported by a written determination made by the Procurement Manager.

**REJECTION OF BIDS, WAIVERS OF IRREGULARITY:** The City reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the City. Any such decision shall be final.

**PROTESTS:** Any actual or prospective bidder who is aggrieved in connection with this bid or award may protest to the City Manager within ten (10) days of the award. The protest must be submitted in writing to the Office of the City Clerk immediately after such aggrieved person knows or should have known of the facts.

**LOCAL PREFERENCE POLICY:** The City of Bloomington has adopted a Local Preference Purchasing Policy that is applicable in the City's competitive bidding processes, except in situations where external funding sources do not permit local preference purchasing allowances, in situations where the products or services being purchased are available through a cooperative purchasing program, or where waived by the City. Bidders should complete the Local Preference Purchasing Policy Certificate if bidder qualifies as a local bidder under the Policy. The Policy is in place to address, in part, responsiveness and related concerns of the City. After submission, but prior to award, an offeror claiming local preference will be required to submit evidence demonstrating all the criteria for local preference is met.

**SECURITY:** The bidder represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or an entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated or Blocked Person. The bidder further represents and warrants to the City that the bidder and its principals, shareholders, members, partners, or affiliates as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The bidder hereby agrees to defend, indemnify and hold harmless the City of Bloomington, and all City elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, 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 representation and warranties.

**PURCHASE EXTENSION:** This contract shall be offered for purchases to be made by other governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the vendor. The City

shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all purchases placed by another governmental unit.

**INDEMNIFICATION:** Bidder shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Bidder's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Bidder's legal counsel unacceptable, then Bidder shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The Bidder shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of Illinois and will survive termination of this Agreement.



**CITY OF BLOOMINGTON, IL**  
**INSURANCE REQUIREMENTS FOR CONTRACTS**

Prior to the commencement of work governed by any contract between the **CITY** and any Third Party, the Third Party shall provide the **CITY** satisfactory evidence of insurance coverage via a valid Certificate of Insurance showing coverage provided by a carrier who has no less than an A- VIII rating with AM Best's Rating. The Certificate must list the **CITY**, its employees, and officials as additional named insured's. The Certificate must also list coverage as primary and non-contributory, include a waiver of subrogation, and include a thirty (30) days cancellation notice.

All coverage, as follows shall be maintained through the life of the contract and include, as a minimum:

**General Liability** – \$2,000,000 per occurrence/\$2,000,000 aggregate Bodily Injury and Property Damage

Products & Completed – \$2,000,000

**Worker's Compensation** – \$1,000,000 Each Accident/\$1,000,000 Disease-Each Employee/\$1,000,000  
Disease-Policy Limit

**Automobile Liability** – \$1,000,000 with \$5,000 medical payments

**Umbrella/Excess Liability** – \$5,000,000

**Errors & Omissions** – \$2,000,000

- Required for contracts with Consultants for Professional Services

**Crime & Theft Coverage** – \$2,000,000

- Required when Third Party will have access to **City** property

**1) GIFT BAN ACT:** I certify that \_\_\_\_\_ (print company name), its officers, employees and agents, have not made any gifts to officers or employees of the City of Bloomington in violation of Illinois Compiled Statutes, 5 ILCS 430/Article 10, State Officers and Employees Ethics Act (commonly known as the “Gift Ban Act”). The Act is available online at: <http://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=000504300HArt%2E+10&ActID=2529&ChapterID=2&SeqStart=1700000&SeqEnd=2200000> under.

I further certify that as a bidder, I have not violated the Bloomington City Code Chapter 2, Administration; Article I, Section 8: Officers and Employees Generally: Section 8a Prohibition on the Solicitation and Acceptance of Gifts; and 8b State Officials and Employees Ethics Act. This section of the Bloomington City Code is available online at <http://www.cityblm.org/code.asp?show=section&id=3450>.

**2) Vendor Compliance with Public Act 85-1295:** The vendor certifies by signing this statement that this bid is made without prior understanding, agreement or accord with any other person submitting a bid for the same product or service and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Furthermore, the firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages. The vendor also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

**3) Insurance:** Vendors providing a service or installing equipment on or about City property shall provide to the City Clerk evidence of Comprehensive, Liability, and Workman's Compensation insurance prior to commencement of work on City property. The vendor guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the vendor is not the patentee, assignee, or licensee.

Furthermore, the vendor hereby agrees to save and hold harmless and indemnify the City from and against all injury, death, damage, loss, claims and liability caused by or arising out of the performance of this agreement by the Vendor, its employees, agents or sub-vendors. This agreement extends to all claims, of any nature, whether made by the Vendor's employees or third parties.

**4) NON-DISCRIMINATION:** The City of Bloomington requires all Vendors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation.

Vendors shall comply with the Illinois Human Rights Act, 775 ILCS 5/101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102 and constituting of a written EEO policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Vendor or Vendors shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Vendor or Vendors must have a written sexual harassment policy, which meets Illinois Compiled State Statutes, 775 ILCS, 15/3.

**5) EQUAL OPPORTUNITY GUIDELINES:** The City requires all Vendors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, gender, sexual orientation, ancestry, national origin, and non-job-related disabilities. This program was approved by the City Council

on May 27, 1974. In accordance with this program, the City shall require that the Vendor or Vendors be familiar and comply in every respect with the provisions of this program. Information regarding the program may be obtained by contacting the Human Relations Department 309-434-2218.

**By signing below, Contractor certifies compliance with each of the five provisions outlined above.**

\_\_\_\_\_  
Print Name & Date

\_\_\_\_\_  
Authorized Signature

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

**LOCAL PREFERENCE PURCHASING POLICY CERTIFICATION**

The City of Bloomington has adopted a local preference purchasing policy. Under the terms of the policy local bidders may be granted a pre-determined preference in competitive bidding situations. Bids from qualified 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 comparison and consideration in awarding contracts the preferential discount will be applied to the low bid of all qualified local bidders when determining the lowest responsible bid. The City 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 Bloomington.

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 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
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 the County of McLean.

The undersigned hereby certifies to the City of Bloomington that it is a Local Bidder as defined above and qualifies for the Local Bidder Preference pursuant to the City of Bloomington Local Preference Purchasing Policy.

\_\_\_\_\_  
Print Name & Date

\_\_\_\_\_  
Authorized Signature

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

**REFERENCES:**

Three (3) references are **required** with your bid. The references shall be from three different sources where you have provided the minimum specifications as required in this bid. Bidder may use the City of Bloomington as one reference if the Bidder has provided this equipment or service to the City since January 1, 2010

(1.) Company Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Contact Name or Department: \_\_\_\_\_

Company Contact Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Contact e-mail address: \_\_\_\_\_

(2.) Company Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Contact Name or Department: \_\_\_\_\_

Company Contact Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Contact e-mail address: \_\_\_\_\_

(3.) Company Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Contact Name or Department: \_\_\_\_\_

Company Contact Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Contact e-mail address: \_\_\_\_\_

## **EQUAL EMPLOYMENT OPPORTUNITY**

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

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability 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 under-utilization.
- (2) That, if it hires additional employees in order to perform this bidder any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations or those of the Human Relations Commission) 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, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, familial status, 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 bidder'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 bidder in its efforts to comply with such Act and Rules and Regulations, the bidder will promptly so notify the Department and Human Relations Commission 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 and Human Relations Commission, 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 and those of the City of Bloomington's Contract Compliance Program.
- (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 and those of the City of Bloomington's Contract Compliance Program.
- (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 subbidder. In the same manner as with other provisions of this contract, the bidder will be liable for compliance with applicable provisions of this clause by such subbidders; and further it will promptly notify the contracting agency, the Department and the Human Relations Commission in the event any subbidder fails or refuses to comply therewith. In addition, the bidder will not utilize any subbidder declared by the Illinois Human Rights Commission or Human Relation Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations including the City of Bloomington.



Equal Opportunity Plan  
109 E. Olive Street  
Bloomington, IL 6170  
(309) 434-2215

**Failure to properly complete this form and submit with bid or proposal will result in your submission not being considered responsive and result in the denial of eligibility to bid or do business with the City of Bloomington for this project/services/goods. A copy of the Equal Opportunity plan for your firm should be included with this form and Section IV. Certification must be signed and dated.**

**Section I. Identification**

1. Company Name and Address:

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

D/b/a: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Telephone Number(s) Area Code: \_\_\_\_\_

**Check one of the following:**

<b>Corporation</b>	<b>Partnership</b>	<b>Individual Proprietorship</b>	<b>Limited Liability Corp.</b>
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2. Name and Address of the Company's Principal Office (answer only if not the same as above).

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

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

City/State/Zip: \_\_\_\_\_

3. Major activity of your company (product or service):

\_\_\_\_\_

## Section II. Policies and Practices

### Description of EEO Policies and Practices

A. Is it the Company's policy to recruit, hire, train, upgrade, and discipline persons without regard to race, sex, color, religion, national origin, age, mental and/or physical disability, and sexual orientation?

YES \_\_\_\_\_ NO \_\_\_\_\_

B. Has someone been assigned to develop procedures, which will assure that the EO policy is implemented and enforced by managerial, administrative, and supervisory personnel? If so, please indicate the name and title of the charged with this responsibility.

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

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

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

C. Has the Company developed a written Equal Opportunity Plan? **Note: A copy of the Equal Opportunity Plan must be submitted with this form in order to be considered eligible to do business with the /city of Bloomington.** If you would need technical assistance in developing your plan, please contact the Community Relations Office at: (309) 434-2215.

YES \_\_\_\_\_ NO \_\_\_\_\_

D. Has the Company developed a written policy statement prohibiting Sexual Harassment? Please attach a copy of the policy statement.

YES \_\_\_\_\_ NO \_\_\_\_\_

E. Have all recruitment sources been notified that the Company will consider all qualified applicants without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES \_\_\_\_\_ NO \_\_\_\_\_

F. If advertising is used, does it specify that all qualified applicants will be considered for employment without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES \_\_\_\_\_ NO \_\_\_\_\_

G. Has the bidder notified all of its sub-bidders of their obligations to comply with the Equal Opportunity requirements either in writing, by inclusion in subbidders or purchase orders?

YES \_\_\_\_\_ NO \_\_\_\_\_



H. Is the Company a state certified minority/female owned business? If yes, please attach a copy of the state certification.

YES \_\_\_\_\_ NO \_\_\_\_\_

I. Does the Company have collective bargaining agreements with labor organizations?

YES \_\_\_\_\_ NO \_\_\_\_\_

J. Has the labor organization been notified of the Company's responsibility to comply with the Equal Employment Opportunity requirements in all contracts by the City of Bloomington?

YES \_\_\_\_\_ NO \_\_\_\_\_

**Section III. Employment Information**

A. Please complete the company workforce analysis form on the bottom of this page. Use the number of employees as of the most recent payroll period. Be sure to complete all applicable columns.

\_\_\_\_\_

B. Job Classifications (See descriptions attached)

\_\_\_\_\_

C. Identify the geographical area(s) from which the company may reasonably recruit employees (use city, county, SMSA, or distance in miles from your company location).

\_\_\_\_\_

D. If minorities and women are currently under-utilized in your workforce, please attach a copy of an explanation for your plan to recruit and hire minorities and women.

**Section IV. Certification**

The Company certifies that it has answered all of the foregoing questions truthfully to the best of its knowledge and belief. The Company also agrees that it will comply and abide by the City of Bloomington's Contract Compliance Ordinance and the City of Bloomington Human Relations Ordinance.

<b>Signature:</b>	<b>Print Name &amp; Title</b>	<b>Telephone Number</b>	<b>Date</b>

## CITY OF BLOOMINGTON CONTRACT COMPLIANCE WORKFORCE ANALYSIS

Job Categories	Overall Totals		White (Not of Hispanic origin)		Black of African American (Not of Hispanic Origin)		Hispanic or Latino		Asian or Pacific Islander		American Indian or Alaskan Native	
	M*	F	M	F	M	F	M	F	M	F	M	F
Officials & Managers												
Professionals												
Technicians												
Office & Clerical												
Craft Workers (skilled)												
Operatives (semi-skilled)												
Laborers (unskilled)												
Service Workers												
<b>TOTAL</b>												

\*M = male/F=female

Name of person that compiled the above data: \_\_\_\_\_

**Bid #2020-55 Specifications**  
**TWO (2) NEW 6,050lb GVWR PICKUP TRUCKS FOR THE COMMUNITY DEVELOPMENT DEPARTMENT**

**Important Information Regarding the this Bid Package**  
**All bidders please read carefully**

All of the following 11 items are required for the above listed vehicle, **EXCEPTIONS** will not be granted on these items. Variations will only be granted if the item is covered in the individual bid specifications.

**The City of Bloomington does reserve the right to reject any bid for any reason. The City of Bloomington does reserve the right to reject any bid and purchase like equipment from the State of Illinois Joint Purchasing Program if comparable equipment and competitive pricing is available.**

1. All components provided in this specification shall be factory new, current model year and current design unless otherwise stated in the individual specification.
2. The following bid specifications are **minimum requirements** unless noted otherwise next to the item.
3. Any variations from the following minimum specifications shall be noted in the space provided directly to the right of the item. Bidders will be required to write "**Comply**" or "**Does Not Comply**" in the space provided directly to the right of the item.
4. In the event that your bid does not comply you are required to explain your variations in the space provided to the right of the item or provide an additional sheet of paper to explain your variation. Bids containing variations will be considered.
5. Bidders that do not follow these instructions will automatically be disqualified from this bid. **(This portion of these instructions will strictly be adhered to.)**
6. Delivery will be unless noted differently in the package:  
F.O.B.  
City of Bloomington  
Vehicle Maintenance Facility  
336 S. Main St.  
Bloomington, IL. 61701

7. The awarded bidder shall contact Rob Krones at The City of Bloomington, (24) hours prior to the delivery of the vehicle at 309-434-2340. Delivery will only be accepted between the hours of 8:00 AM to 2:00 PM Monday through Friday.
8. All documents associated with the payment and registration of the new vehicles shall be delivered to Rob Krones at The City of Bloomington, prior to the time of delivery. The City of Bloomington prepares and submits all title and license applications to the State of Illinois.
9. Any trade-in units shall remain in service until the new vehicles have been inspected, approved for payment and ready to go into service for the City unless other arrangements are made with the Superintendent of Equipment Maintenance prior to the delivery of the unit(s).

**10. Manuals:**

Dealer shall furnish one complete set of manuals on the equipment and all the options; this shall include but shall not be limited to the following:

- a. Complete factory shop manuals for Chassis and Body (Lift, Air Conditioning, and other major components).
- b. The successful bidder must provide Two (2) printed sets of operating instructions, recommended maintenance schedules, and descriptive literature for the City, if applicable.
- c. All factory shop manuals shall be provided in electronic media (CD-ROM) or paper book form and shall be supplied to the Fleet Maintenance Division of Public Works Department.
- d. All of the above shall be delivered at the time of delivery of the equipment.

**11. Color and Trim:**

Exterior – Factory standard. All vehicles and equipment shall be supplied in the above colors unless indicated differently in the individual specifications to follow.

## **Two (2) New 2020 or Newer 6,050lb GVWR PICKUP TRUCKS**

### **1. Engine**

- 1.1. 2.3L Gasoline Engine.
- 1.2. Auto Start-Stop Technology
- 1.3. 50 State Emissions System

### **2. Alternator and Battery**

- 2.1. 150 amp. Min. alternator
- 2.2. 700CCA Maintenance-Free Battery

### **3. Cooling system**

- 3.1. Heavy duty engine cooling package
- 3.2. Extended life coolant with antifreeze protection to -35 degree

### **4. Transmission**

- 4.1. 10 Speed Automatic Transmission with Heavy Duty Cooler

### **5. Wheelbase**

- 5.1. Extended Cab with 6 Foot Bed

### **6. Tires and Wheels**

- 6.1. Four (4) P255/70R16 A/S Single Rear Wheel Radial Tires
- 6.2. Silver 16 Inch Steel Wheels
- 6.3. One (1) Full size spare tire
- 6.4. Tire Pressure Monitoring System

### **7. Steering**

- 7.1. Full power steering
- 7.2. Tilt steering wheel

### **8. Brakes**

- 8.1. Heavy duty full power disc brakes with anti-lock (ABS) and Driveline Traction Control

### **9. Suspension/Rear Axle**

- 9.1. 6,050 lbs. GVWR 3.73 Ratio with Limited Slip
- 9.4. Front and rear Stabilizers
- 9.5. Heavy Duty Gas Shock Absorbers

### **10. Lights and Safety**

- 10.1. Headlights halogen with daytime running lights
- 10.2. Driver Assist Technology Package: Lane departure Warning, Pre-Collision Assist With Automatic Emergency Braking (AEB), Advance Trac with Roll Stability Control

### **11. Interior**

- 11.1. Shall be supplied with three (3) 12-volt power outlet
- 11.3. Interior hood release
- 11.4. Driver and Passenger Front and Side Air bag/Curtain

- 11.5 Cruise Control
- 11.6 Tint Glass
- 11.7 Ebony Front Cloth Bucket Seats, Manual 4-way adjustable Driver/Passenger With Manual Lumbar, Flow thru Console and Floor shifter

## **12. Instruments**

- 12.1. Instruments to be factory standard.

## **13. Heater and Air conditioning.**

- 13.1. Manual forced air heater and air conditioner with a minimum of three blower speeds.

## **14. Windshield wipers**

- 14.1. Intermittent windshield wipers with washer

## **15. Radio**

- 15.1. AM/FM/CD stereo radio with clock. Sync and Hands free

## **16. Electrical Interior**

- 16.1. Backup camera system
- 16.2. LCD Display in Center Stack

## **17. Doors and Windows**

- 17.1. Power Equipment Group- Remote Key FOB, Power Side View Mirrors, Power Windows and Door Locks

## **18. Exterior Features**

- 18.1. Running boards 5-inch Rectangular Black

## **19. Paint**

- 19.1. Bright white paint body (Oxford White or equivalent)

## **20. Miscellaneous**

- 20.1. Safety equipment: Fire extinguisher and first aid kit

## **21. Keys**

- 21.1. Four (4) Chassis keys

## **22. Rust and Corrosion protection**

- 22.1. All vehicles shall be **rust proofed** and **undercoated** and shall have Rhino Spray-in Bed Liner. Provide copies of manufacturer's warranties

**Delivery:**

Delivery of the completely assembled unit shall be  
FOB; City of Bloomington Fleet Maintenance  
Facility  
336 South Main Street  
Bloomington, IL 61701

Bidder shall contact the Superintendent of Fleet Maintenance (Rob Kroner 309-434-2340)  
at least (48) hours prior to delivery.

The City of Bloomington reserves the right to reject any or all bids, to waive informalities and  
to accept the bid proposals deemed most advantageous to the City of Bloomington.





**Bid #2020-55**  
**THIS PAGE IS MANDATORY**  
**BID FORM**

**TWO (2) NEW 2020 or NEWER 6,050 LB PICKUP TRUCKS**  
**FOR THE COMMUNITY DEVELOPMENT**

We, the undersigned, agree to the terms and conditions used by the City of Bloomington, Illinois, at the below bid price, and to supply all services as required in the requirements and Instructions to Bidders. We further agree to deliver the equipment or services as outlined with in this document, FOB Bloomington, Illinois, freight prepaid.

The bidder certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

**DESCRIPTION**

**PRICE**

Two (2) New 2020 or Newer  
6,050 lb. Pickup Trucks (2 Vehicles)

\$ \_\_\_\_\_

Year, Make, and, Model:

\_\_\_\_\_

Delivery days from receipt of order:

\_\_\_\_\_

The undersigned understands that any condition above, clarification made to the above, or information submitted on or with this form other than requested may render this bid unresponsive.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

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

**BID CHECKLIST:**

1. Return the entire packet – not just your response
2. Sign and Attach all addenda if any were issued
3. Sign and date all required forms
4. Include a copy of your certificate of insurance for your business and any other required certificates, permits, etc.
5. Seal the envelope and attach the label or print in the lower left corner of the outer envelope the bid/proposal name and date due
6. Your one (1) original hard copy, including City Bid documents, and two (2) electronic copies on USB Flash Drive or Compact Disc including City Bid documents.
7. Anything relative to this bid

**TENTATIVE BID SCHEDULE:**

A. The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the bid process.

Action	Due Date	Due Time
BID Released	Monday, April 6, 2020	8:00 a.m. Central Time
Questions Due to City	Monday, April 13, 2020	3:00 p.m. Central Time
Response from City	Wednesday, April 15, 2020	3:00 p.m. Central Time
BIDS Due	Wednesday, April 22, 2020	12:00 p.m. Central Time
Anticipated Award Date	Monday, May 11, 2020	N/A

B. Questions will be answered in the form of written addenda and provided to all Bidders, as per State of Illinois statutes. Submit questions regarding the bid in writing to Carla Murillo, Procurement Manager, at [cmurillo@cityblm.org](mailto:cmurillo@cityblm.org) no later than 3:00 p.m., Central Time, on Monday, April 13, 2020.

**CITY OF BLOOMINGTON  
CONTRACT WITH**

**FOR**

**THIS AGREEMENT**, dated this \_\_\_\_ day of \_\_\_\_\_, 2020, is between the City of Bloomington (hereinafter “CITY”) and (hereinafter “CONTRACTOR”).

**NOW THEREFORE**, the parties agree as follows:

**Section 1. Recitals.** The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

**Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms.** This work was subject to the following procurement initiative by the CITY:

\_\_\_\_\_ (hereinafter “Request”)

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as “Procurement Documents” and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

**Section 3. Description of Services.** CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 4. Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

\_\_\_ A flat fee of \$\_\_\_\_\_ as set forth in the Procurement Documents.

\_\_\_ Fees as set forth in the Procurement Documents.

**Section 5. Default and Termination.** Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney’s fees and court costs.

**Section 6. Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

**Section 7. Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

**Section 8. Compliance with Laws.** CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

**Section 9. Compliance with FOIA Requirements.** CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

**Section 10. Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

**Section 11. Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

**Section 12. Attorney Fees.** In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

**Section 13. Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**Section 14. Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Its \_\_\_\_\_