



# WINNEBAGO COUNTY

— ILLINOIS —

## AGENDA

Winnebago County Courthouse  
400 West State Street, Rockford, IL 61101  
County Board Room, 8<sup>th</sup> Floor

**Thursday, November 9, 2023**  
**6:00 p.m.**

1. **Call to Order** ..... Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**..... Board Member Valerie Hanserd
3. **Agenda Announcements** ..... Chairman Joseph Chiarelli
4. **Roll Call** ..... Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings and Public Participation**
  - A. Awards – None
  - B. Presentation – None
  - C. Public Hearings – None
  - D. Public Participation – None
6. **Approval of Minutes** ..... Chairman Joseph Chiarelli
  - A. Approval of October 12, 2023 minutes
  - B. Layover of October 26, 2023 minutes
7. **Consent Agenda**..... Chairman Joseph Chiarelli
  - A. Raffle Report
  - B. Auditor’s Report
8. **Appointments (Per County Board rules, Board Chairman appointments require a 30-day layover unless there is a suspension of the rule)**
9. **Reports of Standing Committees**..... Chairman Joseph Chiarelli
  - A. Finance Committee..... John Butitta, Committee Chairman
    1. Committee Report
  - B. Zoning Committee ..... Jim Webster, Committee Chairman

Planning and/or Zoning Requests:

1. Committee Report

C. Economic Development Committee.....**John Sweeney, Committee Chairman**

1. Committee Report

D. Operations and Administrative Committee.....**Keith McDonald, Committee Chairman**

1. Committee Report
2. Resolution Authorizing the Execution of a Renewal Agreement with AMWINS Group Benefits for the Administration of a Retiree Medical and RX Plan
3. Resolution Authorizing the Execution of a Renewal Agreement with Blue Cross Blue Shield for the Administration of a Self-Funded PPO and POS Insurance Plan

E. Public Works Committee .....**Dave Tassoni, Committee Chairman**

1. Committee Report
2. (23-036) Resolution Authorizing the Execution of an Engineering Services Agreement with Chastain & Associates, LLC for a Hydraulic Study Associated with Perryville Road Bike Path Extension (Section 23-00717-00-BT)  
Cost: \$24,235.52 C.B. District: 6, 7
3. (23-037) Resolution Authorizing an Agreement with Brightly Software, Inc. for Asset Management Software (Section 22-00707-00-ES)  
Cost: \$174,933.59 (grant) C.B. District: County Wide
4. (23-038) Resolution Authorizing the Purchase of Plow/Dump Truck Bodies  
Cost: \$516,815.88 C.B. District: County Wide
5. (23-039) Resolution Awarding a Bid for the Bell School Road Improvement Project from Argus Drive to Guilford Road (Section: 20-00676-00-WR)  
(Bid Opening on November 6, 2023 – To be distributed)  
Cost: \$tbd C.B. District: 8

F. Public Safety and Judiciary Committee.....**Brad Lindmark, Committee Chairman**

1. Committee Report

**10. Unfinished Business .....Chairman Joseph Chiarelli**

**Operations and Administrative Committee**

- A. An Ordinance Amending Chapter 2, Article VI, Division 3 of the Winnebago County Code of Ordinances (Purchasing Ordinance) Laid Over from October 26, 2023 Meeting

**11. New Business.....Chairman Joseph Chiarelli  
(Per County Board rules, passage will require a suspension of Board rules).**

- A. Resolution Approving the Revocation of the Six Class D Raffle Licenses Issued to Forever Husky

**12. Announcements & Communications ..... Clerk Lori Gummow**

- A. Correspondence (see packet)

13. Adjournment .....Chairman Joseph Chiarelli

Next Meeting: Thursday, November 30, 2023

**Awards,  
Presentations,  
Public Hearings  
and Public Participation**

# **Approval of Minutes**

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
OCTOBER 12, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, October 12, 2023 at 6:00 p.m.
2. Board Member Goral gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 16 Present. 4 Absent. (Board Members Booker, Butitta, Crosby, Fellars, Goral, Guevara, Hoffman, Lindmark, McCarthy, McDonald, Penney, Salgado, Scrol, Sweeney, Thompson and Webster.) (Board Members Arena, Hanserd, Nabors, and Tassoni were absent.)

**AWARDS, PRESENTATIONS, PUBLIC HEARINGS, PUBLIC PARTICIPATION, and PROCLAMATIONS**

5. Awards - None
- Presentations - None
- Public Hearings - None
- Public Participation- Hassan Muhammad, Temple of Islam, Pro  
Chaplain Cory Whitford, Importance of Chaplains and ask for support, Pro

**APPROVAL OF MINUTES**

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Guevara made a motion to approve County Board Minutes of September 7, 2023 and layover County Board Minutes of September 28, 2023, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Hanserd, Nabors, and Tassoni were absent.)

**CONSENT AGENDA**

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for October 12, 2023. Board Member McCarthy made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Thompson. Motion was approved by a voice vote. (Board Members Arena, Hanserd, Nabors, and Tassoni were absent.)

## APPOINTMENTS

8. **Appointments (Per County Board rules, Board Chairman Appointments require a 30 day layover unless there is a suspension of the rule).**

## REPORTS FROM STANDING COMMITTEES

### FINANCE COMMITTEE

9. Board Member Butitta made a motion to approve a Resolution Authorizing Settlement of Pending Litigation (Claudis A. Lambert et. Al. v. Winnebago County Sheriff's Office et al), seconded by Board Member Crosby. Motion was approved by a voice vote. (Board Member Guevara voted no.) (Board Members Arena, Hanserd, Nabors, and Tassoni were absent.)

### ZONING COMMITTEE

10. No Report.

### ECONOMIC DEVELOPMENT COMMITTEE

11. Board Member Sweeney announced the Economic Development Committee will meet on Monday, October 16<sup>th</sup> at 5:30.

### OPERATIONS & ADMINISTRATIVE COMMITTEE

12. Board Member McDonald made a motion to approve a Resolution to Approve Boiler Replacements for JDC Using CIP PST 2023 Funds, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Hanserd, Nabors, and Tassoni were absent.)
13. Board Member McDonald made a motion to approve a Resolution Awarding Cooling Tower Replacement for Juvenile Justice Center Using CIP 2021 Funds, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Hanserd, Nabors, and Tassoni were absent.)
14. Board Member McDonald made a motion to approve a Resolution Awarding Snow Plowing Services, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Hanserd, Nabors, and Tassoni were absent.)

### PUBLIC WORKS COMMITTEE

15. No Report.

## PUBLIC SAFETY AND JUDICIARY COMMITTEE

16. No Report.

### UNFINISHED BUSINESS

17. **Appointments read in on September 7, 2023**

- A. Winnebago County Board of Health, Annual Compensation: None

Chairman Chiarelli entertained a motion to approve the Appointment (as listed below). Board Member Crosby made a motion to approve the Appointment, seconded by Board Member Sweeney. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Hanserd, Nabors, and Tassoni were absent.)

1. Valerie Pobjecky (New Appointment), Rockford, Illinois, 3-year term, October 2023 to October 2026 as a Citizen at Large

### NEW BUSINESS

18. **(Per County Board rules, passage will require a suspension of Board rules).**

Board Member Penney commends the level of care that is provided at River Bluff Nursing Home.

Board Member Lindmark thanked Chaplain Whitford, the Rock River Chaplain Association, and the volunteer chaplains for all the work they do. Discussion by Board Members McDonald and Goral.

### ANNOUNCEMENTS & COMMUNICATION

19. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:

- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:

- a. Summary of September 18, 2023, with Constellation Energy Generation, LLC on Planned Requests for Alternatives for Certain Steam Generator Weld Inspections (EPID L-2023-LRM-0062)

- b. Federal Register/Vol. 88, No. 190/Tuesday, October 3, 2023/Notices

- B. County Clerk Gummow received from Charter Communications a Quarterly Franchise Fee Payment for the Village of Rockton.



ADJOURNMENT

20. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice vote. (Board Members Arena, Hanserd, Nabors, and Tassoni were absent.) The meeting was adjourned at 6:22 p.m.

Respectfully submitted,



Lori Gummow

County Clerk

ar

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
OCTOBER 26, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, October 26, 2023 at 6:00 p.m.
2. Board Member McCarthy gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 16 Present. 4 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Goral, Hanserd, McCarthy, McDonald, Nabors, Salgado, Scrol, Sweeney, Tassoni, Thompson and Webster.) (Board Members Guevara, Hoffman, Lindmark, and Penney were absent.)

Chairman Chiarelli entertained a motion to allow remote access. Board Member Booker made a motion to allow remote access for Board Member Penney, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, Lindmark, and Penney were absent.)

Board Members Penney joined at 6:03 p.m.

**AWARDS, PRESENTATIONS, PUBLIC HEARINGS, PUBLIC PARTICIPATION, and PROCLAMATIONS**

5. Awards - None
- Presentations - None
- Public Hearings - None
- Public Participation- John Tac Brantley, Safety Act and Church Van, Pro

**APPROVAL OF MINUTES**

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Thomas made a motion to approve County Board Minutes of September 28, 2023 and layover County Board Minutes of October 12, 2023, seconded by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.)

## CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for October 26, 2023. Board Member Crosby made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Thompson. Motion was approved by a voice vote. (Board Members Guevara, Hoffman, and Lindmark were absent.)

## APPOINTMENTS

8. **Appointments (Per County Board rules, Board Chairman Appointments require a 30 day layover unless there is a suspension of the rule).**

## REPORTS FROM STANDING COMMITTEES

### FINANCE COMMITTEE

9. Board Member Butitta made a motion to suspend the rules on Agenda Items 2. Thru 14 (as listed below), seconded by Board Member Sweeney. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.) Board Member Thompson made a motion to approve Agenda Items 2. Thru 14. (as listed below), seconded by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.)
  2. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the General Fund to be Laid Over.
  3. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the IMRF Fund to be Laid Over.
  4. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the County Highway Fund to be Laid Over.
  5. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the County Bridge Fund to be Laid Over.
  6. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Federal Aid Matching Fund to be Laid Over.
  7. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Health Department Fund to be Laid Over.
  8. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Tort Judgment and Liability Fund to be Laid Over.
  9. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Social Security Fund to be Laid Over.

10. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Veterans Assistance Fund to be Laid Over.
  11. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Detention Home Fund to be Laid Over.
  12. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Historical Museum Fund to be Laid Over.
  13. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Nursing Home Operations Fund to be Laid Over.
  14. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2024 for the Children's Advocacy Fund to be Laid Over.
10. Board Member Butitta read in for the first reading of an Ordinance for Budget Amendment PSN23 Grant Award to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Arena. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.)
  11. Board Member Butitta made a motion to approve a Resolution Approving Amendment to Grant Policy in the Fiscal Year 2024 Budget Policy, seconded by Board Member McCarthy. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.)

### **ZONING COMMITTEE**

12. No Report.

### **ECONOMIC DEVELOPMENT COMMITTEE**

13. Board Member Sweeney made a motion to approve a Resolution Establishing a Host Fee Policy for the Winnebago County Board Members to Support Local Non-Profit Organizations or Units of Local Non-Profit Organizations or Units of Local Government, seconded by Board Member Arena. Discussion by Board Members Sweeney, Goral, and Penney. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.)
14. Board Member Sweeney made a motion to approve a Resolution Establishing a Host Fee Policy for the Winnebago County Board Chairman to Support Local Non-Profit Organizations or Units of Local Government, seconded by Board Member Crosby. Board Member Webster made a motion to amend the Resolution, seconded by Board Member Scrol. Discussion by Board Member Crosby, Webster, Goral, Sweeney, Arena, and Penney. Motion to amend was approved by a voice vote. (Board Members Crosby, Nabors, Hanserd, Salgado, and Fellars voted no.)

(Board Members Guevara, Hoffman, and Lindmark were absent.) Board Member Sweeny made a motion to approve the amended Resolution, seconded by Board Member Webster. Motion was approved by a voice vote. (Board Members Crosby and Hanserd voted no.) (Board Members Guevara, Hoffman, and Lindmark were absent.)

### **OPERATIONS & ADMINISTRATIVE COMMITTEE**

15. Board Member McDonald read in for the first reading of an Ordinance Amending Chapter 2, Article VI, Division 3 of the Winnebago County Code of Ordinances (Purchasing Ordinance) to be Laid Over. Board Member Arena made a motion to suspend the rules, seconded by Board Member Sweeney. Motion to suspend failed by a roll call vote of 8 no and 9 yes votes. (Board members Crosby, Fellars, Goral, Hanserd, Nabors, Salgado, Scrol, and Tassoni voted no.) (Board Members Guevara, Hoffman, and Lindmark were absent.)

### **PUBLIC WORKS COMMITTEE**

16. Board Member Tassoni announced the next Public Works Committee will meet next Wednesday, November 1, 2023 at 5:00 p.m.

### **PUBLIC SAFETY AND JUDICIARY COMMITTEE**

17. Board Member Booker made a motion to approve a Resolution Accepting FY2024 Award and Authorizing Agreements between the County of Winnebago, Illinois, the U.S. Department of Justice, and Project Safe Neighborhoods, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.)
18. Board Member Booker made a motion to lay over a Resolution Awarding Service Agreements Using Public Safety Sales Tax Alternative Funding to Tommy Meeks, Rosecrance and Remedies, seconded by Board Member Arena. Discussion by Chief Deputy Ciganek, Director of the Chairman's Office of Criminal Justice Incentives Dokken and Board Members Salgado, Goral, Booker, Nabors and Arena. Motion to layover was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.)

### **UNFINISHED BUSINESS**

19. **Appointments read in on September 28, 2023**

Board Member Arena made a motion to suspend the rules on Agenda Items A, B, and C. (as listed below), seconded by Board Member Tassoni. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.) Board Member Crosby made a motion to approve the Appointments, seconded by Board Member Arena. Discussion by Chairman Chiarelli and Board Members Goral and Butitta. Board Members Hanserd, Fellars and Goral were opposed to Tim Delany. Board Member Arena made a motion to separate the Appointments, seconded by Board Member McCarthy. Motion

was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.)

Board Member Arena made a motion to approve A. 1. (as listed below), seconded by Board Member Sweeney. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.)

Board Member Arena made a motion to approve A. 2. (as listed below), seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, Hoffman, and Lindmark were absent.)

Board Member Arena made a motion to approve B.1. (as listed below), seconded by Board Member Sweeney. (Board Members Fellars, Hanserd and Goral opposed.) Motion was approved by a voice vote. (Board Members Guevara, Hoffman, and Lindmark were absent.)

Board Member Arena made a motion to approve C. 1. (as listed below), seconded by Board Member Fellars. Motion was approved by a unanimous vote of all members present (Board Members Guevara, Hoffman, and Lindmark were absent.)

A. Winnebago County Board of Health, Annual Compensation: None

1. Dr. Stephen Monore (New Appointment), Rockford, Illinois, 3-year term, October 2023 to October 2026, to fill open physician seat
2. Alderman Jonathan Logemann (New Appointment), Rockford, Illinois, 3-year term, October 2023 to October 2026, to fill open City of Rockford seat

B. River Bluff Nursing Home Board of Directors, Annual Compensation: None

1. Tim Delany (New Appointment), St. Charles, Illinois, to serve remainder of 4-year term, January 2023 to January 2027

C. Chicago Rockford Airport Authority Board, Annual Compensation: \$1,800

1. Jake Castanza (New Appointment), Rockford, Illinois, to serve remainder of 5-year term, May 2021 to May 2026

**NEW BUSINESS**

20. **(Per County Board rules, passage will require a suspension of Board rules).**

Board Member Webster spoke of raffles.

Board Member Salgado and Director of the Chairman's Office of Criminal Justice Incentives Dokken discussed the implications of the layover of the Tommy Meeks Ordinance.

## ANNOUNCEMENTS & COMMUNICATION

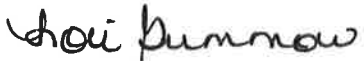
21. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
    - a. Summary of September 18, 2023, with Constellation Energy Generation, LLC on Planned Requests for Alternatives for Certain Steam Generator Weld Inspections (EPID L-2023-LRM-0062)
    - b. Federal Register/Vol. 88, No. 190/Tuesday, October 3, 2023/Notices
  - B. County Clerk Gummow received from Charter Communications a Quarterly Franchise Fee Payment for the Village of Rockton.

Board Member McDonald congratulated Chris Dornbush as the new COO for Winnebago County. Discussion by Board Member Sweeney.

## ADJOURNMENT

22. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice vote. (Board Members Guevara, Hoffman, and Lindmark were absent.) The meeting was adjourned at 6:58 p.m.

Respectfully submitted,



Lori Gummow  
County Clerk  
ar

# **CONSENT AGENDA**






RESOLUTION

TO THE HONORABLE COUNTY BOARD OF WINNEBAGO COUNTY;

Your County Auditor respectfully submits the following summarized report of the claims to be paid and approved:

	<u>FUND NAME</u>		<u>RECOMMENDED FOR PAYMENT</u>
001	GENERAL FUND	\$	228,257
101	PUBLIC SAFETY TAX	\$	419,172
103	DOCUMENT STORAGE FUND	\$	3,287
105	VITAL RECORDS FEE FUND	\$	4,977
106	RECORDERS DOCUMENT FEE FUND	\$	4,875
114	911 OPERATIONS FUND	\$	414,623
115	PROBATION SERVICE FUND	\$	15,945
116	HOST FEE FUND	\$	403,500
123	STATE DRUG FORFEITURE ST ATTY	\$	3,432
126	LAW LIBRARY	\$	3,336
128	STATES ATTORNEY AUTOMATION FUND	\$	326
131	DETENTION HOME	\$	25,737
155	MEMORIAL HALL	\$	838
161	COUNTY HIGHWAY	\$	129,507
162	COUNTY BRIDGE FUND	\$	536
163	FEDERAL AID MATCHING FUND	\$	18,956
164	MOTOR FUEL TAX FUND	\$	124,035
165	TOWNSHIP HIGHWAY FUND	\$	11,303
169	HIGHWAY REBUILD IL GRANT	\$	3,373
185	HEALTH INSURANCE	\$	31,305
194	TORT JUDGMENT & LIABILITY	\$	240,094
196	MENTAL HEALTH TAX FUND	\$	337,045
229	2016D REFUNDING	\$	825
230	2016E REFUNDING	\$	825
301	HEALTH GRANTS	\$	82,022
302	SHERIFF'S DEPT GRANTS	\$	92,442
304	PROBATION GRANTS	\$	9,501
307	COMMUNITY DEVELOPMENT GRANTS	\$	4,109
309	CIRCUIT COURT GRANT FUND	\$	16,930
313	AMERICA RESCUE PLAN	\$	243,886
314	CJCC GRANTS FUND	\$	8,788
401	RIVER BLUFF NURSING HOME	\$	312,456
410	ANIMAL SERVICES	\$	27,512
420	555 N COURT OPERATIONS FUND	\$	6,122
430	WATER FUND	\$	1,735
501	INTERNAL SERVICES	\$	16,264
	TOTAL THIS REPORT	\$	<u>3,247,876</u>

The adoption of this report is hereby recommended:

  
\_\_\_\_\_  
William Crowley, County Auditor

ADOPTED: This 11th day of November 2023 at the City of Rockford, Winnebago County, Illinois.

\_\_\_\_\_  
Joseph Chiarelli, Chairman of the  
Winnebago County Board of  
Rockford, Illinois

ATTEST:

\_\_\_\_\_  
Lori Gummow, Clerk of the Winnebago  
County Board of Rockford, Illinois

# Appointments

# **Reports of Standing Committees**

**OPERATIONS &  
ADMINISTRATIVE  
COMMITTEE**



# Resolution Executive Summary

**Prepared By:** Debbie Crozier/Human Resources

**Committee:** Operations and Administrative Committee

**Committee Date:** November 9, 2023

**Resolution Title:** Resolution Authorizing the Execution of a Renewal Agreement with AMWINS Group Benefits for the Administration of a Retiree Medical and RX Plan

**Board Meeting Date:** November 9, 2023

**Budget Information:**

<b>Was item budgeted?</b> N/A	<b>Appropriation Amount:</b> N/A
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> N/A	<b>Budget Impact:</b> N/A

**Background Information:** Winnebago County offers the retirees age 65 and over the option of electing a Medicare supplement and RX plan. The retiree pays 100% of the cost of this plan, we currently have 22 over age 65 retirees covered under this plan. The plan with Amwins has been in effect since January 1, 2013.

**Recommendation:** Patrick Thompson and Human Resources have reviewed the resolution presented to the Board and recommend its approval.

**Contract/Agreement:** January 1, 2024 – December 31, 2024

**Legal Review:** Reviewed with the States Attorney's Office.

**Follow-Up:** N/A

**RESOLUTION**  
**of the**  
**COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2023 CR

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**RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH AMWINS  
GROUP BENEFITS FOR THE ADMINISTRATION OF A RETIREE MEDICAL AND RX PLAN**

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**WHEREAS**, the County of Winnebago in 2023 offers a fully-insured Medicare supplement and RX plan to the retirees through Amwins; the County's Benefit Consultant recommends continuation of the Medicare Supplement and RX plan through Amwins; and,

**WHEREAS**, the County's Benefit Consultant recommends the continuation of the administrative services by Amwins; and,

**WHEREAS**, Amwins Group Benefits has proposed the following rates to Winnebago County for the Medicare Supplement Plan and RX plan in 2024; see Exhibit A; and,

**Medicare Supplement Plan and Part D Drug Plan: \$543.39 per retiree per month**

*This is a 5.39% increase from 2023 rates.*

*Retirees that elect this plan pay the full cost.*

*(We have 2 retirees in Florida that have a different rate with a 0% rate increase for 2024.)*

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the renewal and recommends that the County Board authorize execution of an agreement with Amwins Group Benefits for the Medicare supplement and RX plan for retirees for the year January 1, 2024 through December 31, 2024.

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement attached hereto as Resolution Exhibit A with AMWINS GROUP BENEFITS, 10 LASALLE STREET, SUITE 3200, CHICAGO, IL 60603 for the Medicare Supplement and RX plan for Winnebago County retirees.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Director of Purchasing, Director of Human Resources, County Auditor and the County Board Office.



Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
KEITH McDONALD, CHAIRMAN

\_\_\_\_\_  
KEITH McDONALD, CHAIRMAN

\_\_\_\_\_  
VALERIE HANSERD, VICE CHAIRPERSON

\_\_\_\_\_  
VALERIE HANSERD, VICE CHAIRPERSON

\_\_\_\_\_  
PAUL ARENA

\_\_\_\_\_  
PAUL ARENA

\_\_\_\_\_  
JOHN BUTITTA

\_\_\_\_\_  
JOHN BUTITTA

\_\_\_\_\_  
JOE HOFFMAN

\_\_\_\_\_  
JOE HOFFMAN

\_\_\_\_\_  
JAIME SALGADO

\_\_\_\_\_  
JAIME SALGADO

\_\_\_\_\_  
MICHAEL THOMPSON

\_\_\_\_\_  
MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2023.

ATTESTED BY:

\_\_\_\_\_  
**JOSEPH CHIARELLI**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**LORI GUMMOW**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS



# Bring on the Future

**2024 Renewal Summary:**  
Winnebago County

**PRESENTED BY:**

Justin Goodwin  
Amwins Group Benefits, LLC  
Senior Vice President  
T 301.601.9396  
M 630.669.5500  
[justin.goodwin@Amwins.com](mailto:justin.goodwin@Amwins.com)

# Winnebago County 2024 Retiree Medical & Rx Plan Renewal

## Renewal Summary

We are pleased to provide the 2024 Group Retiree Medical and Prescription Drug Program Renewal for Winnebago County. Other than the annual Medicare deductible and co-insurance adjustments for Parts A, B, and D, the plan designs will remain unchanged for 2024. Please review the program details enclosed in this summary.

As always, Amwins Group Benefits will continue to provide our extensive administrative services including:

Eligibility Management	Program Administration
Annual and Monthly Enrollments	Billing and Collection of Premiums
Retiree Communications	Retiree Specialty Contact Center
Customer Service	Ongoing Retiree Advocacy and Support

## Retiree Medical Plan:

**Underwritten by:** Transamerica Life Insurance Company

Effective January 1, 2024 – December 31, 2024

	2023	2024	% Increase	# of Lives
<b>CW Medical Plan</b>	\$304.23	\$324.00	6.50%	19
<b>FL Medical Plan<sup>1</sup></b>	\$238.98	\$238.98	0.00%	1
<b>FL Medical Plan<sup>2</sup></b>	\$190.32	\$190.32	0.00%	1

*Amwins Group Benefits is a third-party administrator for Transamerica Life Insurance Company. Amwins and Transamerica are not affiliated. Members of FL are subject to state-mandated benefits and rates. Rates are based on zip and issue age. Transamerica filed a 3% renewal increase effective 1/1/2023. These rates are still in effect but are subject to change at any point throughout the year.*

<sup>1</sup>Issue age 79 Region 1

<sup>2</sup>Issue age 67 Region 1

## Prescription Drug Plan:

**Underwritten by:** Express Scripts Medicare

Effective January 1, 2024 – December 31, 2026

	2023	2024	% Increase	2025 Renewal	2026 Renewal	# of Lives
<b>Rx Plan</b>	\$211.36	\$219.39	3.80%	0%	0%	21

Amwins has negotiated a favorable long term renewal strategy for your prescription drug program with ESI. Using our large retiree insurance block as the foundation, we have reached an agreement with ESI to provide a 3-year renewal term, which includes a trend increase of 3.8% (shown) for 2024 then a second- and third-year renewal at \$0 increase

# Winnebago County 2024 Retiree Medical & Rx Plan Renewal

## Overall Combined Program:

	2023	2024	% Increase	# of Lives
<b>CW Medical &amp; Rx Plan</b>	\$515.59	\$543.39	5.39%	19
<b>FL Medical &amp; Rx Plan*</b>	\$450.34	\$450.34	0%	1
<b>FL Medical &amp; Rx Plan**</b>	\$401.68	\$401.68	0%	1

Amounts are inclusive of all services performed by Amwins Group Benefits, insurance premiums and non-insurance costs. Administration services are provided by Amwins Group Benefits, LLC, a division of Amwins Group, Inc. Manage my Health is not included in the rates above.

<sup>1</sup>Issue age 79 Region 1

<sup>2</sup>Issue age 67 Region 1

## Retiree Program Plan Designs

### Retiree Medical Plan:

**Underwritten by:** Transamerica Life Insurance Company

Effective January 1, 2024 – December 31, 2024

2024	Medical Plan
<b>Deductible *</b>	\$0
<b>Coinsurance</b>	0%
<b>Total OOP Max **</b>	\$0
<b>Lifetime Benefit Max</b>	Unlimited

\* Part B Deductible (2023: \$226)

\*\* Includes Calendar Year Deductible

### Prescription Drug Plan:

**Underwritten by:** Express Scripts Medicare

Effective January 1, 2024 – December 31, 2024

2024	(30 Day Retail)**
<b>Calendar Year Deductible:</b>	\$0
<b>Tier 1: Preferred Generic</b>	\$5
<b>Tier 2: Non-Preferred Generic</b>	\$10
<b>Tier 3: Preferred Brand</b>	\$25
<b>Tier 4: Non-Preferred Brand</b>	\$60
<b>Tier 5: Specialty</b>	33%
<b>Coverage in the Gap*</b>	Same copay schedule as above
<b>Catastrophic Coverage:</b>	\$0 Copays
<b>Out-of-Pocket Maximum: \$8,000</b>	

\*After your total yearly drug costs reach \$5,030 you will pay the same co-payment schedule as noted above. The co-payments shown already include the manufacturer discounts on brand name drugs provided by the Medicare Coverage Gap Discount Program.



# Winnebago County 2024 Retiree Medical & Rx Plan Renewal

## Group Retiree Program Renewal Acceptance 2024

Please review and confirm the 2024 subsidy and billing summary. Please return the signed electronic copy to [kimberly.pagliuca@amwins.com](mailto:kimberly.pagliuca@amwins.com)

### Subsidy Summary:

	2023 Subsidy	2024 Subsidy (please provide if changing)
All Members	Not Available	Not Available

### Billing Modes:

	2023 Billing Modes	2024 Billing Modes
All Members	List Bill	List Bill

*Please be advised, we have reviewed the proposed plans, rates, subsidy levels, and billing modes and communications. We authorize Amwins to mail these renewal communications to our retirees, advising them of the 2024 changes.*

---

Print Name

Print Title

---

Signature

Date



# Resolution Executive Summary

**Prepared By:** Debbie Crozier/Human Resources

**Committee:** Operations and Administrative Committee

**Committee Date:** November 9, 2023

**Resolution Title:** Resolution Authorizing the Execution of a Renewal Agreement with Blue Cross Blue Shield for the Administration of a Self-Funded PPO and POS Insurance Plan

**Board Meeting Date:** November 9, 2023

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b>
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 48500 43150/43170	<b>Budget Impact:</b>

**Background Information:** Winnebago County contracts with BCBS for administration of two self-insured insurance plans (a high deductible PPO plan and a Co-Pay/POS plan). BCBS provides employees with quality nationwide provider coverage and service.

**Recommendation:** County Administrator, Patrick Thompson and Human Resources Director, Debbie Crozier, have reviewed the resolution presented to the Board and recommend approval.

**Contract/Agreement:** January 1, 2024 – December 31, 2024

**Legal Review:** Previously reviewed with the States Attorney's Office.

**Follow-Up:** N/A

County Board: November 9, 2023

**RESOLUTION**  
**of the**  
**COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

Sponsored by: Keith McDonald  
Submitted by: Operations and Administrative Committee

2023 CR

---

**RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH BLUE CROSS BLUE SHIELD FOR THE ADMINISTRATION OF A SELF-INSURED PPO AND POS INSURANCE PLAN**

---

**WHEREAS**, the County of Winnebago in 2023 offers employees the option of participating in a self-funded Preferred Provider Organization plan (PPO) or a Point Of Service plan (POS); the County's Benefit Consultant recommends continuation of the PPO and POS plans with Blue Cross Blue Shield; and,

**WHEREAS**, the County's Benefit Consultant recommends the continuation of the administrative services by Blue Cross Blue Shield; and,

**WHEREAS**, Blue Cross Blue Shield has proposed the following rates to Winnebago County for the administration of the PPO and POS plans in 2024; see Resolution Exhibit A; and,

\$48.65 per employee per month

*This is a 4.6% increase from 2023 rates.*

*The access fee is decreasing from 1.49% to .72%.*

*BCBS is also offering a one-time \$50,000 credit to offset the increase in the administration fee.*

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the renewal and recommends that the County Board authorize execution of an agreement with Blue Cross Blue Shield for the administration of the POS/PPO plans for the year January 1, 2024 through December 31, 2024.

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement attached hereto as Resolution Exhibit A with BLUE CROSS BLUE SHIELD OF ILLINOIS, 2787 MCFARLAND ROAD, ROCKFORD, IL 61107 for administration of the POS/PPO plans.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Director of Purchasing, Director of Human Resources, County Auditor and the County Board Office.

Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
KEITH McDONALD, CHAIRMAN

\_\_\_\_\_  
KEITH McDONALD, CHAIRMAN

\_\_\_\_\_  
VALERIE HANSERD, VICE CHAIRPERSON

\_\_\_\_\_  
VALERIE HANSERD, VICE CHAIRPERSON

\_\_\_\_\_  
PAUL ARENA

\_\_\_\_\_  
PAUL ARENA

\_\_\_\_\_  
JOHN BUTITTA

\_\_\_\_\_  
JOHN BUTITTA

\_\_\_\_\_  
JOE HOFFMAN

\_\_\_\_\_  
JOE HOFFMAN

\_\_\_\_\_  
JAIME SALGADO

\_\_\_\_\_  
JAIME SALGADO

\_\_\_\_\_  
MICHAEL THOMPSON

\_\_\_\_\_  
MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

ATTESTED BY:

\_\_\_\_\_  
**JOSEPH CHIARELLI**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**LORI GUMMOW**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS



# Winnebago County

ASO Projection  
for the period  
January 1, 2024 - December 31, 2024

**2024 ASO Renewal**

*Presented by:*

*Jacob Hoffman*

Blue Cross and Blue Shield of IL, a Division of Health Care Service Corporation, a Mutual  
Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Proprietary and Confidential Information of BCBSIL

Not for use or disclosure outside BCBSIL, Employer, their respective affiliated companies and third-party representatives, except with written permission of BCBSIL.



**BlueCross BlueShield  
of Illinois**

## Winnebago County

ASO Projection  
for the period  
January 1, 2024 - December 31, 2024  
2024 ASO Renewal

### FEE COMPARISON (BY OPPORTUNITY)

Mature	Indemnity		Change
	Current	Renewal	
Projected Enrollment	985	1,013	2.8%
Single		496	
Family		517	
Illinois Access Fee	1.49%	0.72%	-51.7%
Administration Fee*	\$46.53	\$48.65	4.6%
Prescription Drug Rebate Credit	(\$107.29)	(\$134.67)	25.5%
Medical Rebate Credit	(\$2.50)	(\$2.50)	0.0%
Third-Party Stop Loss Carrier Fee	\$0.50	\$1.00	100.0%
Net Administration Fee PCPM	(\$62.76)	(\$87.52)	39.5%
Total Fixed Costs PCPM	(\$62.76)	(\$87.52)	39.5%
Projected Average Claim Value PCPM	\$1,336.40	\$1,545.73	15.7%
Total Projected Costs PCPM	\$1,273.64	\$1,458.21	14.5%

*\*Administration Fee does not include Advanced Payment Review (APR) services charged at 25% of claims savings.*

Blue Cross and Blue Shield of IL, a Division of Health Care Service Corporation, a Mutual  
Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Proprietary and Confidential Information of BCBSIL

Not for use or disclosure outside BCBSIL, Employer, their respective affiliated  
companies and third-party representatives, except with written permission of BCBSIL.

DA Division of Health Care Service Corporation, a Mutual Legal Reserve Company,  
an Independent Licensee of the Blue Cross and Blue Shield Association

**PUBLIC WORKS  
COMMITTEE**



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Wednesday, November 1, 2023

**Resolution Title:**

Resolution Authorizing the Execution of an Engineering Services Agreement with Chastain & Associates, LLC for a Hydraulic Study Associated with the Perryville Road Bike Path Extension

**County Code:** PWC Resolution #23-036

**Board Meeting Date:** Thursday, November 9, 2023

**Budget Information:**

<b>Was item budgeted?</b> <b>yes</b>	<b>Appropriation Amount: \$ 375,000</b>
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code: 461-46331</b>	<b>Budget Impact: \$ 24,235.52</b>

**Background Information:**

The Highway department was awarded earlier this year, a \$553,500 ITEP grant to extend the Perryville path from Willowbrook Lane to McDonald Road. The path will use a box culvert that was built by the County in 1994 over McDonald Creek between Swanson and McDonald roads. This area is in a flood plain and after discussions with IDOT, it was determined that a hydraulic study and miscellaneous permits will be required. The Highway Department doesn't have sufficient personnel and time to perform this work and keep this project on schedule.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After approval by the County Board

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

**RESOLUTION OF THE  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

**23-CR-XXX**

**SUBMITTED BY: PUBLIC WORKS COMMITTEE  
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING THE EXECUTION OF AN  
ENGINEERING SERVICES AGREEMENT WITH  
CHASTAIN & ASSOCIATES, LLC FOR A HYDRAULIC STUDY ASSOCIATED WITH  
PERRYVILLE ROAD BIKE PATH EXTENSION  
(SECTION 23-00717-00-BT)**

**WHEREAS** the Winnebago County Highway Department has received some \$553,500 from the 2022 Illinois Transportation Enhancement Program (ITEP) funding for the Perryville Road Bike Path Extension (Willow Brook Lane to McDonald Road); and

**WHEREAS;** as part of the design work, a hydraulic study needs to be perform for McDonald Creek to obtain an IDNR permit along with a Bridge Condition Report (BCR) of the culvert located within Winnebago County right-of-way north of the Perryville Road, Swanson Road intersection; and

**WHEREAS,** Chastain & Associates, LLC has agreed to provide design engineering services to perform a hydraulic analysis and BCR related to the Perryville Road Bike Path Extension from Willow Brook Lane to McDonald Road, along with other related design work, for a not to exceed price of \$24,235.52.00 as set forth in the attached Preliminary Agency Engineering Services Agreement (AGREEMENT); and

**WHEREAS** it would be in the public interest to enter into the attached AGREEMENT to provide design engineering services to perform a hydraulic analysis and BCR related to the Perryville Road Bike Path Extension from Willow Brook Lane to McDonald Road, along with other related design work, for a not to exceed price of \$24,235.52.

**NOW THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago the attached AGREEMENT with Chastain & Associates LLC for the not to exceed price of \$24,235.52.00, in substantially the form attached hereto under Section 23-00717-00-BT; and

**BE IT FURTHER RESOLVED** that the AGREEMENTS entered into shall not become effective and binding unless and until the respective parties have executed them; and

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect immediately upon its adoption; and

**BE IT FURTHER RESOLVED** that the Clerk of the County Board is hereby directed to prepare and deliver one (1) certified copy of this Resolution to the Winnebago County Treasurer, Auditor and Winnebago County Engineer.

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Angela Fellars

\_\_\_\_\_  
Angela Fellars

  
\_\_\_\_\_  
Chris Scrol

\_\_\_\_\_  
Chris Scrol

  
\_\_\_\_\_  
Jim Webster

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Jim Webster

  
\_\_\_\_\_  
John Penney

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John Penney

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John Guevara

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John Guevara

  
\_\_\_\_\_  
Kevin McCarthy

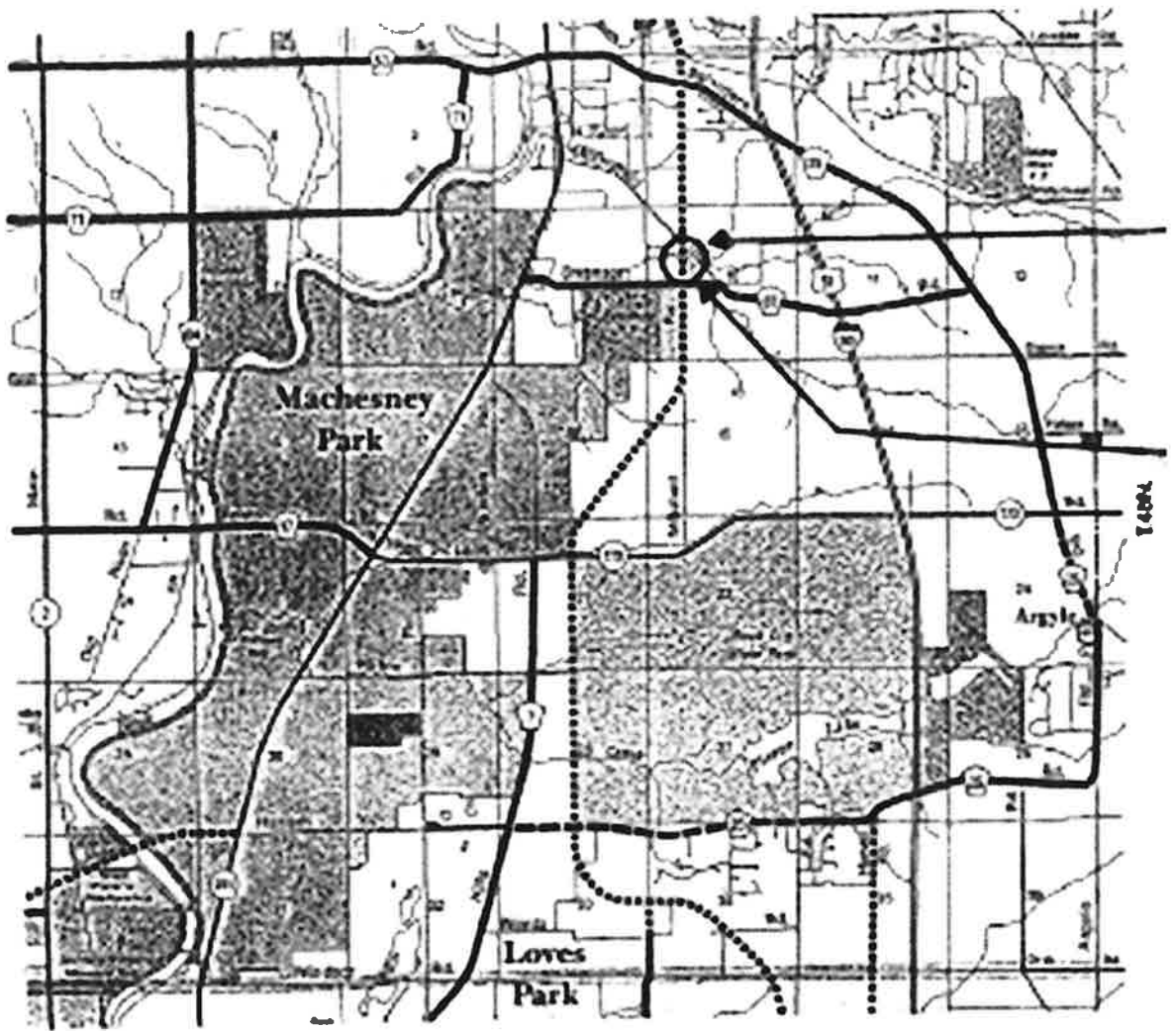
\_\_\_\_\_  
Kevin McCarthy

The County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2023,  
adopted the above and foregoing Resolution.

\_\_\_\_\_  
Joseph Chiarelli, Chairman of the  
County Board of the  
County of Winnebago, Illinois

ATTEST:

\_\_\_\_\_  
Lori Gummow, Clerk of the  
County Board of the  
County of Winnebago, Illinois



LOCATION MAP

Municipality	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name Chastain & Associates, LLC
Township				Address 6832 Stalter Dr. Suite 100
County Winnebago				City Rockford
Section				State IL

THIS AGREEMENT is made and entered into this 19th day of Sept, 2023 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

**Section Description**

Name Annual Services Agreement – WO #1 – Perryville Road Bike Path extension BCR & hydraulics

Route Various Length Var Mi. Var FT (Structure No. See above )

Termini Structures 101-5140

Description:

Prepare Bridge Condition Report and Coordinate necessary permitting for placement of a bike path across Structure 101-5140.

**Agreement Provisions**

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below: **See cover letter**
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f.  Prepare ~~Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.~~ Bridge Condition Reports.
  - g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer



- i.  Assist the LA in the tabulation and interpretation of the contractors' proposals
  - j.  Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets. **See attached summary letter.**
  - k.  Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a.  A sum of money equal to \$24,235.52 percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT. **See addendum A**
  - b.  A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000		(see note)
		%
		%
		%
		%
		%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 220 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 220 percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 220 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

---

**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Winnebago County of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_

\_\_\_\_\_

Clerk

By \_\_\_\_\_

(Seal)

Title \_\_\_\_\_

Executed by the ENGINEER:

Chastain & Associates, LLC

6832 Stalter Dr, Suite 100

ATTEST:

Rockford, IL 61108

By *Mark J. Painter*

By *[Signature]*

Title Project Manager

Title Office Manager

<b>Approved</b>
_____
Date
Department of Transportation
_____
Regional Engineer

## **ADDENDUM**

**Preliminary Engineering Services Agreement  
For Motor Fuel Tax Funds**

**Annual Services Agreement – Work Order #1  
Perryville Road Bike Path extension BCR & hydraulics**

**The LA AGREES To Pay the ENGINEER as compensation for all services performed as stipulated in the attached work order #1 a sum of money NOT TO EXCEED \$24,235.52 on the basis of a Direct Labor Multiple of 3.2.**



Thomas Okite, PE  
Project Manager  
Chastain and Associates, LLC

August 23, 2023

Carlos Molina, PE  
County Engineer  
Winnebago County Highway Department  
424 North Springfield Avenue  
Rockford, Illinois 61101

RE: Perryville Road to Willow Brook Road Bike Path Extension  
Winnebago County, Illinois

Thank you very much for the recent discussion concerning the proposed extension of the Perryville Road Bike Path. I have done a review of the available materials. This letter summarizes my findings and proposes next steps.

Background:

WCHD owns a 120'-wide vacant ROW stretching from Swanson Road/Perryville Road intersection to Willow Brook Road/McDonald Road intersection. Property nearby is mostly parkland like Porter Park and Porter Quarry to the east, and open land like Ralston Park to the west. McDonald Creek flows west from McDonald Road to Swanson Road. Another unnamed stream flows north across Swanson Road, connecting with McDonald Creek in Porter Park. The whole area that drains into these streams is about 8.5 square miles.

Detailed FIS studies exist for McDonald Creek up to McDonald Road and for the unnamed tributary joining McDonald creek in Porter Park. The FIS profiles suggest that the downstream crossing of Swanson Road is severely undersized, and the upstream crossings at Swanson Road and at McDonald Road are restrictions on their respective tributaries, causing significant head jumps at those locations.

The County constructed a 4-cell RC-box culvert (SN 101-5140) between Swanson Road and McDonald Road in 1994 over McDonald Creek speculating that a future Perryville Road would be constructed. The culvert is downstream of the confluence between McDonald Creek and its unnamed tributary.

The 1994 design storm was a 50-yr return event of 1640 CFS at which the proposed culvert had a calculated created head of 0.66 feet. The designers also evaluated the base 100-yr return event at 1870 CFS, and they found an expected created head of 0.84 feet. The FIS study has not been updated to reflect this existing culvert (SN 101-5140). The roadway extension was not completed, and the originally expected fill for much of the roadway embankment has not been placed.

WCHD is now proposing to construct a bike path in the existing ROW and crossing the existing culvert. The construction of this bike path would require the placement of some, but not necessarily all the originally proposed embankment.

#### IDNR Permit Analysis:

The IDNR did an analysis of permit needs based on the original design and construction:

- The existing hydraulic and hydrologic (H&H) data for the culvert is from 1992, and watershed conditions have likely changed since then.
- The original design used a 100-year storm event discharge of 1870 cubic feet per second (CFS), while current estimates from StreamStats and the Winnebago County Flood Insurance Study suggest higher 100-year storm event discharges.

Citing these items, the IDNR would like to see a reassessment of the proposed hydraulic conditions.

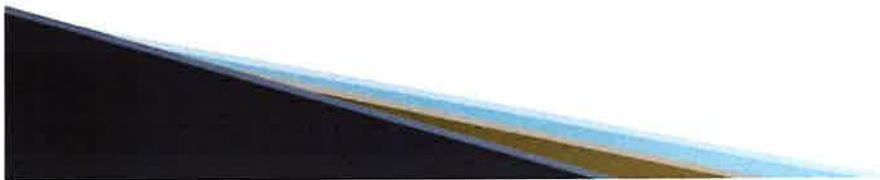
#### 2013 Analysis:

In 2013, the Village of Roscoe attempted to resurrect the roadway project and the County began working on preliminary plans for an extension of Willow Brook Road from Swanson Road to Belvidere Road, which would have completed the extension of Perryville Road much as the County originally intended. This new construction would have included upstream and downstream extensions of culvert SN 101-5140. The longer culver was required to support a roadway section that included a grassy median, wider parkways, and a 10' wide separated bike path. WCHD hired Chastain to prepare an Abbreviated Bridge Condition Report (BCR) and Preliminary Bridge and Hydraulic Design Report (PBHDR) for this work.

The 2013 culvert work was to be permitted through the IDNR as an extension of an existing culvert crossing of McDonald Creek. This is likely why the General Plan and Elevation (GPE) sheet for the proposed extension reflects the Waterway Information Table (WIT) for the original design. However, the PBHDR was completed using updated hydrologic data. The WIT in the PBHDR indicated the following for the existing condition:

- A design storm of 2,010 CFS would have a 50-yr return period and a created head of -0.02'.
- A 100-yr base storm of 2,350 CFS would have a created head of 0.20'.
- A 500-yr return event of 3,220 CFS would not overtop and would generate a created head of 0.62'.
- The 2013 analysis assumed consistent embankment at the crossing higher than the 500-yr event, so the only flow area used was the culvert itself. As such, this existing condition is consistent with the proposed condition for the current bike path project.

The PBHDR was reviewed and approved by the IDOT Office of Water Resources (OWR). However, the project was not continued, and it is not clear that it was ever submitted to the IDNR. Current IDNR correspondence suggests that they are not aware of the 2013 design and analysis.



There are some notable inconsistencies between the 1994 original analysis and the 2013 Chastain analysis. For example, the 1994 analysis calculated a created head of 0.84' at a Q of 1870 CFS, while the 2013 analysis found a head drop of -0.02' at 2,010 CFS. We speculate that this is due to updated topographic data. It does not appear that the 1994 designers expected an upstream drop as was found in the 2013 topographic survey. Based on our current assessment, the 2013 analysis is also largely consistent with the current FEMA FIS profiles. We find that the 2013 analysis is likely more reliable than the 1994 analysis.

#### Chastain's Current Permit Theory:

The currently proposed bike path is to be funded with an ITEP grant. Based on information that WCHD received during the FHWA coordination meeting for the project, this work will require a BCR and PBHDR. We expect that some minor fieldwork and administrative updates to the 2013 BCR and PBHDR will satisfy this requirement.

Because this work will require work in the floodway, it will require an IDNR permit and a Joint Permit Application to USACE and IEPA. There would be two flooding sources associated with this hazard area: the crossing of McDonald Creek and the parallel run of the unnamed tributary. For the parallel run of the unnamed tributary, the fill would be in the flood fringe of the flooding source and therefore outside of IDNR jurisdiction. The work above the existing crossing of McDonald Creek will require a permit.

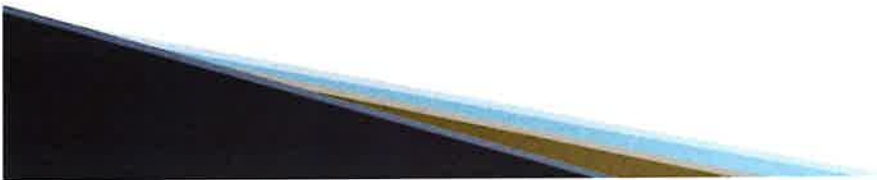
Based on the 2013 PBHDR, it appears unlikely that we will find impacts outside of IDNR limits due to the existing culvert. Any proposed IDNR permit should therefore NOT be based on any new or replacement culvert crossing – but should rather be based on placing fill in the floodway. We expect that fill will be placed below the expected 100-yr HWL. If the fill is roughly consistent with the top of the existing culvert, the entire bike path would be raised above the 100-yr HWL. Such fill is likely to not meet Special Condition 1 of Statewide Permit 6, and an Individual Permit will likely be required.

The proposed work is estimated to impact up to 0.6 acres of Forested Scrub wetland. If this work is considered related to a Linear Transportation Project, it may qualify for coverage under USACE Regional Permit #38. That permit allows for up to 1.0 acres and 500 linear feet of impact related to the linear transportation project. It also includes an IEPA water quality certification. As such, the EPA needs to be informed of the project, but they will not conduct a separate permit review or require anything other than the notification unless the regional permit application to USACE is denied.

#### Proposed Steps Going Forward

Based on these findings, the following is our proposed plan of action:

- It is understood that all boundary and topographic surveys required for this work are already in-house and available for use.
- The County should complete a preliminary plan and profile for the project with no specific consideration of hydraulic impacts.
- The County should make an Environmental Survey Request (ESR) at the soonest possible convenience assuming impact to the entirety of the existing ROW and any new ROW to be secured.
- Chastain should update and resubmit the 2013 BCR at the soonest convenience.



- Chastain should update and resubmit the 2015 PBHDR based on the County's proposed design. Chastain can begin this work assuming that the entirety of the bike path will be above the 500-yr flood event, but we will need the proposed plan and profile for the submission.
- Chastain should submit a Joint Permit application to the IDNR based on the revised PBHDR.
- Chastain can also submit the Joint Permit to USACE and IEPA based on the approval of the ESR.
- The County should complete construction plans, documents, and construction permit applications.
- The County should coordinate all work related to grant funding and administration.

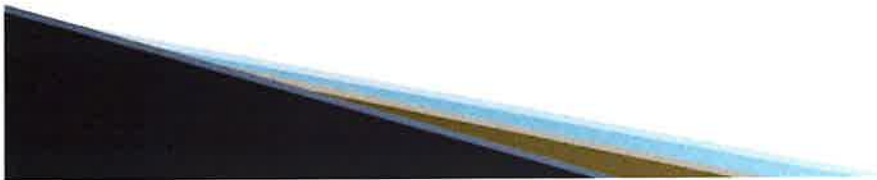
Feel free to call me with any questions at (815) 519-1629. I will also reply to any emails sent to [tokite@chastainengineers.com](mailto:tokite@chastainengineers.com).

Thank you again for considering Chastain and Associates for this project.

Sincerely,

*TWOkite*

Thomas Okite, PE







# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Wednesday, November 1, 2023

**Resolution Title:**

Resolution Authorizing an Agreement with Brightly Software, Inc. for Asset Management Software (Section: 22-00707-00-ES)

**County Code:** PWC Resolution #23-037

**Board Meeting Date:** Thursday, November 9, 2023

**Budget Information:**

<b>Was item budgeted?</b> yes	<b>Appropriation Amount:</b> \$ 410,000
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 461-46331	<b>Budget Impact:</b> \$ 174,933.59

**Background Information:**

A \$668,900 Statewide Planning and Research (SPR) grant was issued to the County Highway Department for data collection and public asset management; an agreement with the state was approved by the County Board on 1/26/2023. An agreement for data collection was approved by the County Board on 4/27/23. This agreement is for the asset management phase. The cost is fully reimbursable by the grant.

**Recommendation:**

Staff recommends approval. The County entered into an agreement with Brightly Software, Inc. to provide hosted software and professional services for permitting and code enforcement on September 7, 2023, which will provide compatibility with the asset management system.

**Contract/Agreement:**

After approval by the County Board

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

**RESOLUTION OF THE  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

**23-CR-XXX**

**SUBMITTED BY: PUBLIC WORKS COMMITTEE  
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH BRIGHTLY SOFTWARE,  
INC. FOR ASSET MANAGEMENT SOFTWARE  
(SECTON 22-00707-00-ES)**

**WHEREAS** the Winnebago County Highway Department has received some \$535,120 of federal Statewide Planning and Research Funds (SPR) and \$133,780 of State funds from the Illinois Department of Transportation's (IDOT), for a scope of work that includes: countywide data collection and extraction, a GIS centric asset management system, GIS related software, training, and rugged / field tablets for use in the field; and

**WHEREAS**, of the funds received, an estimated \$175,000 was allocated towards securing and implementing an asset management system; and

**WHEREAS**, Section 2-357(g) of the Winnebago County Code of Ordinances ("County Code") allows the County of Winnebago, Illinois ("the County") to purchase goods and services without undergoing a competitive bid process if pricing is obtained from a current cooperative joint purchasing agreement; and

**WHEREAS**, the Sourcewell Cooperative Pricing System, Contract #090320-SDI, provides a 21% discount from list price on software from Brightly Software, Inc. (formerly known as Dude Solutions); and

**WHEREAS**, Brightly Software, Inc. is a software company that has existed since 1999 and offers software solutions to numerous industries; education, government, healthcare, manufacturing, senior living, and clubs & associations; and

**WHEREAS**, Brightly Software, Inc. has agreed to provide and implement a cloud-based software solution called "Asset Essentials Professional Plus" and "Capital Predictor Enterprise" to function as an asset management system for the Highway Department for a not to exceed price of \$174,933.59 through September 30, 2025; and

**WHEREAS**, the County entered into a Master Subscription Agreement (MSA) with Brightly Software, Inc. to provide hosted software and professional services for permitting and code enforcement, by resolution number 2023 CR- 150 on September 7, 2023; and

**WHEREAS**, it would be in the public's interest to enter into the attached Agreement to provide and implement the asset management system for the Highway Department for a not to exceed price of \$174,933.59.

**NOW THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago the attached Agreement with Brightly Software, Inc. at a not to exceed price of \$174,933.59, in substantially the form attached hereto; and

**BE IT FURTHER RESOLVED** that the AGREEMENT entered into shall not become effective and binding unless and until the respective parties have executed them; and

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect immediately upon its adoption; and

**BE IT FURTHER RESOLVED** that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Auditor, Treasurer and County Engineer.

Respectfully submitted  
**PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**



Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars



Angela Fellars

Chris Scrol



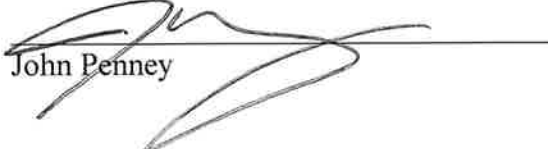
Chris Scrol

Jim Webster



Jim Webster

John Penney



John Penney

John Guevara



John Guevara

Kevin McCarthy



Kevin McCarthy

The County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2023, adopted the above and foregoing Resolution.

\_\_\_\_\_  
Joseph Chiarelli, Chairman of the  
County Board of the  
County of Winnebago, Illinois

ATTEST:

\_\_\_\_\_  
Lori Gummow, Clerk of the  
County Board of the  
County of Winnebago, Illinois



**PREPARED FOR**

Winnebago County ("Subscriber")

Matt Fox  
Senior Civil Engineer  
404 Elm Street  
Winnebago, IL 61101

**PREPARED BY**

Brightly Software Inc ("Company")  
11000 Regency Parkway, Suite 300  
Cary, NC 27518

**Dude Solutions is now Brightly. Same world-class software, new look and feel.**

**Meet Brightly at [brightlysoftware.com](https://brightlysoftware.com)**

**PUBLISHED ON**

August 4, 2023



Q-341751

Sourcewell/NJPA purchasing contract

- <https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents> (<https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents>).
- Contract #090320-SDI

Subscription Term: 35 months (11/01/2023 - 09/30/2026)

Cloud Services				
Item	Start Date	End Date	Pricing Based On	Investment
Asset Essentials Professional Plus	11/1/2023	9/30/2025	295,266.00 Population	123,933.03 USD
- Streets/Signs/Sidewalks Module	11/1/2023	9/30/2025		Included
- Storm Water Module	11/1/2023	9/30/2025		Included
- Fleet Module	11/1/2023	9/30/2025		Included
- Dude Analytics	11/1/2023	9/30/2025		Included
- Asset Essentials Inventory	11/1/2023	9/30/2025		Included
Capital Predictor Enterprise	11/1/2023	9/30/2025	295,266.00 Population	59,022.22 USD
- Predictor Streets/Signs/Sidewalks	11/1/2023	9/30/2025		Included
5.0 Month(s) included at no additional cost on the first term 11/01/2023 - 3/31/2024				-39,727.43 USD
Multi-Product Bundle Discount				-28,645.56 USD
<b>Subtotal:</b>				114,582.26 USD



<b>Professional Services</b>		
<b>Item</b>	<b>Pricing Based On</b>	<b>Investment</b>
Capital Predictor Enterprise Implementation	One-Time	28,000.00 USD
Asset Essentials Professional Implementation with Consulting	295,266 Population	21,027.68 USD
Enterprise Project Management	One-Time	19,443.65 USD
Predictor Enterprise Implementation Promotion	One-Time Promotion	-8,120.00 USD
		<b>Subtotal:</b> 60,351.33 USD
<b>Total Initial Investment</b>		<b>174,933.59 USD</b>

- Unless otherwise indicated, product bundle promotional pricing is extended for the month in which the quote is created.



<b>Cloud Services</b>	
<b>Item</b>	<b>Investment Year 2 Start Date: 10/01/2025</b>
Asset Essentials Professional Plus	66,600.53 USD
- Streets/Signs/Sidewalks Module	Included
- Storm Water Module	Included
- Fleet Module	Included
- Dude Analytics	Included
- Asset Essentials Inventory	Included
Capital Predictor Enterprise	31,718.03 USD
- Predictor Streets/Signs/Sidewalks	Included
Multi-Product Bundle Discount	-19,663.71 USD
<b>Total</b>	<b>78,654.85USD</b>

## **Asset Essentials Implementation with Consulting GIS Rider Statement of Work**

### **Summary:**

Company will provide specified professional consulting services to Subscriber to implement Asset Essentials, an on-line Computerized Maintenance Management System – Geographic Information System (GIS) functionality. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

**In Scope:** The Deliverables below will be considered in scope of this SOW

1. Asset Essentials GIS Implementation
2. Asset Essentials GIS Training





**Deliverables:**

- Project initiation and discovery
- Available GIS data loaded
- GIS configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles

**Acceptance Process:**

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
  - Kickoff call complete.
  - Discovery call complete
  - Data, configuration, and training requirements documented.
- Available Data Loaded
  - Available GIS data is loaded in AE to meet documented data requirements.
- Account Configuration
  - GIS features have been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
  - Consultant-led end-to-end walkthrough and client UAT has demonstrated functionality satisfying configuration requirements.
- End User Training
  - Administrator and Full User roles have been received training on their role.

**Assumptions:**

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For on-site activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to



manually create records.

- Subscriber has up to five business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

**Company Assumptions:**

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

**Project Schedule:**

- Kick-off Call with Project Coordinator
  - Confirm software and services purchased
  - Identify key stakeholders
  - Assign resources
  - Schedule key milestone dates, including anticipated projected completion date
  - Access to Company's on-line Learning Management System
  - Access to an interactive project plan
- Discovery with Consultant
  - Interview key stakeholders to understand specific maintenance & operations objectives
  - Overview of AE with key stakeholders, including data import requirements
  - Determine optimal GIS configuration to meet objectives and drive KPIs
  - Document data, configuration, and training requirements
  - Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
  - Review, cleanse, and load available GIS data
- Account configuration by Consultant
  - Work Order creation from Map
  - Citizen Portal
  - Mobile Profiles
  - Configure GIS Map settings
  - Configure GIS Layer configuration
  - Asset syncing
- User Acceptance Testing
  - Configuration demo to walk through the end-to-end workflow from request to completion
  - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
  - End-to-end walkthrough for their role
  - Desktop and mobile training
- Project Close



**Change Management:**

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

**Invoicing:**

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

## **Asset Essentials Implementation with Consulting Statement of Work**

**Summary:**

Company will provide specified professional consulting services to Subscriber to implement Asset Essentials (AE), an on-line Computerized Maintenance Management System. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

**In Scope:** The Deliverables below will be considered in scope of this SOW:

1. Asset Essentials Implementation with Consulting
2. Asset Essentials Training
3. Post Consulting Go-Live Support

**Deliverables:**

- Project initiation and discovery
- Available location, asset, user, PM schedule Data Loaded
- Account configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles
- Go-Live support

**Acceptance Process:**



As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
  - Kickoff call complete
  - Discovery call complete
  - Data, configuration, and training requirements documented
- Available data loaded
  - Available location, asset, user, PM schedule data is loaded in AE to meet documented data requirements.
- Account Configuration
  - Account has been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
  - Consultant-led end-to-end walkthrough and client UAT has demonstrated to Subscriber functionality meets configuration requirements.
- End User Training
  - Administrator and Full User roles have received training on their role.
- Go-Live Support
  - 30-day Go-Live Support period has been concluded.

**Assumptions:**

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If Subscriber is unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- Subscriber has up to (5) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- Once End User Training has been completed, 30-day Go-Live Support period begins, consisting of up to 4 weekly 30-minute check-ins with the Implementation Specialist. If client does not attend a scheduled



check-in, it will be assumed no assistance was needed.

- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

**Project schedule and approach:**

- Kick-off Call with Project Coordinator
  - Confirm software and services purchased
  - Identify key stakeholders
  - Assign resources
  - Schedule key milestone dates, including anticipated project completion date
  - Access to Company's on-line Learning Management System
  - Access to an interactive project plan
- Discovery with Consultant
  - Interview key stakeholders to understand specific maintenance & operations objectives
  - Overview of AE with key stakeholders, including data import requirements
  - Determine optimal AE configuration to meet objectives and drive KPIs
  - Document data and configuration requirements
  - Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
  - Review, cleanse, and load available user, location, asset, and scheduled PM data
- Account configuration by Consultant
  - Populate key drop-down menus
  - Review/modify request and work order templates
  - Configure workflow for request/approval/assignment of work orders
- User Acceptance Testing
  - Configuration demo to walk through the end-to-end workflow from request to completion
  - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
  - End-to-end walkthrough for their role
  - Desktop and mobile training
- Go-Live Support
  - Company provides (4) weekly check-in calls with Implementation Specialist and Subscriber
  - Company Implementation specialist addresses any issues identified. Where issues require product support, Implementation Specialist will submit to Company Support
  - Implementation Specialist adjusts configurations as needed prior to project close
- Project Close

**Sample Project Timeline (project timelines may vary):**



Timeline Events	Day 1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Project Kick Off Call	█													
LMS (Learning Management System) Review and Q&A		█	█	█	█									
Discovery Call			█											
Data Review					█									
Data Loading						█	█							
Account Configuration						█	█							
UAT (User Acceptance Testing)								█						
User Training								█						
Post-Consulting Call									█					
GLS (Go Live Support)										█	█	█	█	█
Project Close														█

**Change Management:**

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

**Invoicing:**

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.



**Special Terms for Asset Essentials:**

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee of \$200 per year per additional 200GB of storage.



# Enterprise Project Management

## Summary:

Company will provide professional services to Subscriber. These professional services include:

Project Management services. Our Project Manager will act as an extension of the Subscriber's team and ensure seamless implementation from start to finish. The Subscriber will have access to a personalized timeline which will be reviewed on a regular cadence. The Project Manager will partner with the Subscriber to coordinate all services, ensure the project stays on track, and help identify risks and/or issues.

**In Scope:** The items below will be considered in scope of this SOW:

- **Initiating**
  - Project set-up
  - Draft timeline
  - Resource planning
  - Identify project dependencies
- **Planning**
  - Kick-off call with Company Project Manager
  - Discussion of risks, barriers, or roadblocks that your organization experienced with previous software implementations
  - Timeline planning incorporating Business deadlines
- **Executing**
  - Coordinating necessary project meetings
  - Regular (up to weekly) project status meetings to review tasks, timelines, issues and preview any upcoming action items or next steps.
  - Up to monthly project oversight meetings of reactive workflow with buyer-level decision makers to ensure the project progress is communicated if requested by Subscriber point of contact.
  - Reply to Subscriber communications within two (2) business days.
- **Controlling**
  - Access to view Risk & Issue Log
  - Risk Management and mitigation assistance
- **Closing**
  - Define Post Launch Support points of contact
  - Facilitate product enablement support

## Deliverables:

1. Company Project Manager lead kick-off call
2. Custom timeline with critical path development and management
3. Project goal setting





4. Regular (up to weekly) Subscriber / Project Manager status calls
5. Risk and issue tracking with mitigation assistance
6. Change Management
  - A recommended structured approach for transitioning Subscriber's individuals, groups, and organizations from a current state to a future state with intended business benefits.
  - Change management process as it applies to the SOW, will be discussed on Company kick-off call.
7. Subscriber sponsor status meetings (up to monthly) if requested by Subscriber point of contact
8. Unlimited access to Help Site and Company Academy during and after implementation
9. Define Post Launch Support points of contact

**Acceptance Process:**

- Project will be assumed completed once all deliverables in the contract have been met.
- Sign-off will be required for the project plan and each milestone. The Subscriber has five (5) business days to approve the project plan and a completed milestone. No response will be interpreted as acceptance.

**Assumptions:**

- Configuration and data options may vary based on the services and products that were purchased.
- The Subscriber will schedule time for the appropriate resources to be available for all scheduled activities.
  - The success of this process is dependent on the attendance and full engagement of the key stakeholders.
- The Subscriber will ensure adequate technology for a successful implementation, including but not limited to ability to run and attend virtual meetings, monitor/projector, computers/tablets, quality phone connection, and wireless internet access when and where applicable.
- Failure to sign off on project milestones will result in delays and/or additional costs may be incurred.
- Incidental travel-related expenses will be invoiced to Subscriber at cost for on-site services.
- Once the timeline is approved by the Subscriber, any changes will be documented and if the level of effort changes, it may be subject to a change order.
- Project team members will reply to written communication within two (2) business days.
- This SOW is the primary SOW to deliver any subsequent services with related SOWs. Where subsequent services have similar or conflicting deliverables, this SOW will take precedence.
- Additional data provided after agreed upon due dates in the project timeline may result in a change order.
- Rescheduling or cancellation of the service within two (2) weeks of the scheduled delivery date will result in a rescheduling fee.
- Deviations from these assumptions may impact Company's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Manager, whether there is a cost impact or not.



**Project Schedule:**

The schedule will be defined by the other professional services provided in this contract.

**Rates / Price:**

The price for this service has been determined in accordance with the other SOWs included in this contract. If additional services are required that are not included in the scope, pricing will be determined via a change order.

**Invoicing:**

Invoicing will occur per the agreed upon terms in this contract.



# Predictor Enterprise Implementation and Training - Statement of Work

## Package 3

### Purpose

The purpose of the Predictor Enterprise Implementation and Training Services, as scoped herein, is to deliver the model development, training, and support required to realize the value that a Predictor Enterprise subscription has to offer for building asset lifecycle models in support of the Client's infrastructure investment planning processes. To facilitate this outcome, a Brightly's (Company) Selected Consultant (Consultant) will conduct workshops with Client staff members (workshop participants) focused on developing a second-generation lifecycle model\* using the Client's data.

Through the workshop experience, follow-up meetings, and post-implementation support, Client staff will be provided the opportunity to learn the essentials of building asset lifecycle models with Predictor Enterprise. With this background and understanding, Client staff will be able to assume ownership of the first-generation lifecycle models and continue to build out "what-if" scenarios after training is complete with support from the Company Selected Consultant.

### Value

By partnering with Brightly, you are provided expert guidance in the best practice configuration and usage of Predictor Enterprise. In summary, the scope of the proposed Predictor Enterprise Implementation and Training Services includes:

- Workshop training sessions led by the Consultant focused on building lifecycle model(s) for the asset class(es) identified in this SOW and using the Client's data;
- Client data loaded into the lifecycle model(s) in Predictor using the asset class(es) identified in this SOW and using the Client's data and input;
- One (1) month of online support provided directly by the Consultant. This service is designed to provide Client staff with assistance in matters related to reporting; troubleshooting, and refining the previously delivered lifecycle model(s);
- Support and guidance for installing Predictor Enterprise on the Windows operating system;
- Guidance on how to structure data for effective lifecycle modeling;

\*A "first-generation lifecycle model" is a fully functional Predictor Enterprise lifecycle model that can be used to present reports and explore the functional aspects of Predictor Enterprise software. However, the term 'first-generation' is used to qualify that the model may not yet be mature or accurate enough for actual business processes and decision-making purposes. A "second-generation lifecycle model" is a fully functional Predictor Enterprise lifecycle model that has had additional refinement by the Client and Consultant. The second-generation lifecycle model may still require successive generations by the Client before it can be used in actual business processes and decision-making processes. Also note that a single model applies to a single asset class. For example, a model built for pavement would not include information about signage or street markings.



Per this scope of services, a first-generation lifecycle model will be developed for the asset class identified below (select one):

## **Methodology and Approach**

### **Task 1: Pre-Workshop Kick-Off Meeting and Preparation**

Consultant will work with the Client's designated Project Manager to facilitate a Kick-Off Meeting and prepare themselves and the Client's project team for data gathering and the upcoming workshop activities.

#### **Sub-Task 1.1: Kick-Off Meeting**

[Remote Task: up to 2 hours duration]

The purpose of the Kick-Off Meeting is to:

1. Review project goals and objectives;
2. Review data requirements;
3. Review available data sources and decision support criteria;
4. Schedule the workshop;
5. Determine an appropriate time for client staff to install Predictor Enterprise on Client computers;
6. Address any scope, logistical, or scheduling questions.

#### **Sub-Task 1.2: Pre-Workshop Preparation**

[Remote Task: duration is as needed, not to exceed 16 hours]

Project preparation tasks during this phase of the project will include:

1. Consultant will review relevant information provided by the Client, including data sources (such as GIS), decision support processes, plans, assessment reports, and other information that will be beneficial to the project outcomes. Consultant will advise Client of any schema or data changes required for a successful model. Consultant may make assumptions or calculate additional fields so the model may proceed to be built in a timely manner if required changes to source data are not completed by the Client in a timely manner.
2. Software installation requirements will be reviewed during the Kick-Off meeting, and access to Company online Predictor Enterprise resources will be provided. An email will be issued to designated Client staff with links to access the software, Knowledge Base, and eLearning videos. The Consultant will provide additional support as required. A meeting with a Client IT representative may be necessary.



### **Client Responsibilities**

1. Designate a Project Manager. This person will interact directly with the Consultant to set meeting times, coordinate staff, direct feedback, approve invoices and other tasks as required to help keep the project on track.
2. Determine who will participate in the Data Gathering and Workshop sessions. Company suggests that participants include both personnel who are actively involved in plan decision making and personnel who are responsible for managing data that contributes to the decision-making processes.
3. Determine and assemble data sources that will be used in Predictor Enterprise. This should include any existing condition rating systems, decision support criteria used to determine repair, rehabilitate, and replace, budget and planning strategies. These resources will be provided to the Consultant for review prior to the onsite workshop.
4. Complete data schema and/or data updates recommended by the consultant and provide updated data to Consultant.
5. Consultant will host the meeting using online screen sharing software (WebEx, Zoom, or similar). The Client is responsible for ensuring remote access for all Client participants.

### **Deliverables**

1. A remotely facilitated Project Kick-Off Meeting, up to two (2) hours in duration, to be facilitated by Company's Solutions Consultant and attended by applicable Client and Consultant team members.

### **Task 2: Lifecycle Model Training and Model Building Workshop**

[Remote Task: Three-day duration]

A series of remote workshop sessions will be facilitated by the Consultant over an agreed-upon multi-day period. Ideally, remote workshop activities should be completed within a one (1) to three (3) week period. The purpose of workshop session is to train Client staff on the creation of asset lifecycle models through the process of building first-generation and second-generation lifecycle models for the scoped assets, using the Client's data.

The workshop is as follows:

1. Overview Presentation and Discussion

Workshop Session 1: (3 hours)

Participants: Senior Managers, Asset System Managers, GIS staff, Project Manager



Consultant will step the workshop participants through a comprehensive overview of asset lifecycle modeling using Predictor Enterprise. Participants will be encouraged to ask questions and engage in discussion as Consultant presents the following:

- a. Introductions and goal review;
- b. An overview of strategic asset management, lifecycle modeling, and Predictor Enterprise;
- c. An in-depth interactive presentation on the process of developing lifecycle models using examples in Predictor Enterprise relevant to scoped assets;
- d. Integration with GIS;
- e. Reporting methods.

## 2. Lifecycle Model Development and Training for Asset Group 1

Workshop Session 2: (3 hours)

Workshop Session 3: (3 hours)

Participants: Client Asset System Managers and their designee(s), Project Manager

Consultant will lead a training workshop for developing lifecycle model parameters for the selected asset class(es). The training will be facilitated by the Consultant using remote screens of Predictor Enterprise, GIS, and other software as required. Workshop participants may follow along using Predictor Enterprise on their laptops but are not required to do so. Aspects of lifecycle modeling that the training will focus on include:

- a. Treatment parameters. The types of treatments that are currently being used, criteria for triggering treatments, and treatment effects.
- b. Service State (aka Condition) criteria. Criteria for determining the service state of assets, including condition scoring, likelihood of failure, age, and other criteria as it would be used for decision making.
- c. Lifecycle criteria such as material, size, location, era of installation, and other criteria that contributes toward defining the life expectancy of assets.
- d. Degradation Profile. The deterioration curve of the asset(s).
- e. Decision criteria. Additional decision criteria other than service state that will be used in the lifecycle model. Examples include material, criticality, capacity, location etc.
- f. Decision Model. How all the criteria come together to trigger treatments and their effects in a decision model.
- g. Costing data for each treatment, which are determined in the unit of measure for the asset(s).
- h. Budget caps. At least one simulation should be built on existing budgets. Other simulations may be created that vary the budget amounts.
- i. Data structure. Evaluate how the Client's data matches up to the decision criteria. Make note of modifications that may need to be performed.
- j. Forced projects. Any projects that the Client is already committed to may be identified and forced to happen in the designated year in the model simulation.
- k. Data acquisition from a Feature Service on ArcGIS Online
- l. Data structure. Evaluate how the Client's data matches up to the decision criteria. Make note of



- modifications that may need to be performed. Some modifications can be made in the workshop.
- m. Forced projects. Any projects that the Client is already committed to may be identified and forced to happen in the designated year in the model simulation.
  - n. Predictor Enterprise Reports
  - o. Publishing Predictor Enterprise simulation results to ArcGIS as a time enabled Feature Class

3. Lifecycle Model Refinement for 2nd generation model (1st asset class)

Workshop Session 4: (3 hours)

Participants: Client Asset System Managers and their designee(s), Project Manager

Consultant will lead a workshop for refinement of the lifecycle model parameters for the selected asset class(es). This is typically accomplished by reviewing the output of the 1st generation model and leading the Client through deeper discovery of the inputs while viewing the results of the changed parameters. This session will be facilitated by the Consultant using remote screens of Predictor Enterprise, GIS, and other software as required. Workshop participants may follow along using Predictor Enterprise on their laptops but are not required to do so.

4. Wrap Up

Workshop Session 5: (3 hours)

Participants: Project Manager and others to be determined

This time is reserved if needed for activities identified in previous sessions that need to be further addressed. This may include the development of a list of next steps, meeting with IT staff regarding software installation or other topics as required.

**Client Responsibilities**

- 1. Consultant will host the meetings using online screen sharing software (MS Teams, Zoom, or similar). The Client is responsible for ensuring remote access for all Client participants.
- 2. Client staff should arrive prepared with all digital and paper-based information deemed relevant to the workshop.

**Deliverables**

- 1. Copies of presentation material.
- 2. Remote Training Workshop sessions facilitated by an Company Solutions Consultant as described herein.



3. First-generation Predictor Enterprise model files as developed in the workshop.
4. All participants are provided an opportunity to learn how to utilize the Predictor Enterprise software.
5. The Consultant engages in a post-workshop meeting with the Client's Project Manager to solicit feedback and discuss the post workshop training and support phase of the project.

### **Task 3: Post Workshop Training and Support**

[Remote Task: duration is as needed, not to exceed 16 hours]

During the one (1) month period immediately following delivery of the second-generation Predictor Enterprise lifecycle models, the Consultant will remain the primary contact for support and follow-up training as it becomes desired by the Client staff who participated in the Task 2 workshops. The purpose of this support period is to provide Client staff an opportunity to ask questions on the lifecycle model(s), reports, data, or other material deemed necessary by the Client to extend the value of the Predictor Enterprise subscription. This support and training is in addition to Company's standard support services.

1. All support and training will be provided through email, scheduled online meetings, and phone conferences. The Client Project Manager will schedule the support activities with the Company Solutions Selected Consultant prior to each event.
2. At Consultant's sole discretion, the Consultant may engage in some development of lifecycle models, reports, or other material in consultation with the Client as deemed appropriate to further the training of Client staff.
3. Support and training are limited to staff who participate in the training workshop, but the services provided by Consultant during this phase includes help for workshop participants to communicate to other Client staff.

### **Project Assumptions**

Company has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions, which include Client responsibilities before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Coordinator, whether there is a cost impact or not.

- Company and Consultant are not responsible for delays caused by missing data or other configuration information that is required to be available prior to the consulting service. Having the requested data and configuration information available prior to the consulting service may minimize delays so progress can be made quickly.
- Client shall use best efforts to identify of all project-related key information to allow the project schedules to begin on time. Any changes to key information after Project kickoff may require a Change Controls.
- Parties agree to provide timely responses to task-related emails or phone calls to enable on-time completion of all assignments.





- At least 24-hour notice cancellation shall be given by the Parties if required members for any scheduled meeting cannot attend. This shall allow sufficient time to cancel/re-schedule the meeting as soon as possible to keep the project on schedule.
- Prerequisite data gathering, which may relate to an orientation call or requirements gathering meeting, must be completed prior to the scheduled meeting. A productive meeting requires that the data gathering be complete in advance of the meeting.

### Excluded from Services

For the avoidance of doubt, the following services are not included:

- Unless otherwise included in the Consulting service, evaluation of your current practices, policies, procedures, or personnel for the purposes of performance or other improvements.
- Troubleshooting any issues related to your IT infrastructure, including computer software not provided by Brightly and/or GIS or other systems.
- Migration of data from other systems or locations, unless specified on the Order Form.
- Updating any of your source data.
- Export of data to any other systems or third parties other than those specified on the Order Form.

### Milestone Billing - Invoice Schedule

Invoicing for the Predictor Enterprise Model Development service will be provided as delivery milestones are met. Below is the schedule for the billing milestones and the related percentage.

Predictor Enterprise Model Development Milestones	Description	Percentage
Kickoff and Data Gathering	Kickoff meeting and initial model preparation (Task 1)	50%
Workshop Sessions and Wrap Up	Lifecycle model building, workshop sessions and wrap up (Task 2)	50%



### **Order terms**

- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order.
- This Order and its Offerings are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Offerings, in which case the separate written agreement will govern. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- To the extent professional services are included in the Professional Services section of this Order, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Agreement by reference.
- During the Subscription Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Subscription Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- Acceptance of this Order on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the terms set forth herein, you must not accept this Order and may not use the Offerings.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Subscriber fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Subscriber may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

### **Additional information**




- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-341751 on any applicable purchase order and email to [Purchaseorders@Brightlysoftware.com \(mailto:Purchaseorders@Brightlysoftware.com\)](mailto:Purchaseorders@Brightlysoftware.com)
- Brightly Software, Inc. can provide evidence of insurance upon request.



Q-341751


IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year last written below.

### Brightly Software

By:  \_\_\_\_\_  
DocuSigned by:  
515587D5E38B490...  
 [Signature]  
 Name: Brian Benfer  
 \_\_\_\_\_  
 [printed or typed]  
 Title: SVP, Sales  
 \_\_\_\_\_  
 Date: 04 october 2023  
 \_\_\_\_\_

### Winnebago County

By: \_\_\_\_\_  
 [Signature]  
 Name: \_\_\_\_\_  
 [printed or typed]  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By:  \_\_\_\_\_  
DocuSigned by:  
A986E81FDE10455...  
 [Signature]  
 Name: Michael Knox  
 \_\_\_\_\_  
 [printed or typed]  
 Title: VP of Sales  
 \_\_\_\_\_  
 Date: 04 october 2023  
 \_\_\_\_\_



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Wednesday, November 1, 2023

**Resolution Title:**

Resolution Authorizing the Purchase of Plow/Dump Truck Bodies

**County Code:** PWC Resolution #23-038

**Board Meeting Date:** Thursday, November 9, 2023

**Budget Information:**

<b>Was item budgeted? yes (FY2024 &amp; 2025)</b>	
<b>Appropriation Amount: \$900,000 (FY 2024)</b>	
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code: 461-46430</b>	<b>Budget Impact: \$ 516,815.88</b>

**Background Information:**

We placed orders for six truck chassis in June of 2023. Four Kenworth trucks may be ready in April of 2024. This resolution is for 4 plow/dump truck bodies which would then be mounted on the chassis and completed by early fall of 2024.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After approval by the County Board

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

**RESOLUTION OF THE  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

**23-CR-XXX**

**SUBMITTED BY: PUBLIC WORKS COMMITTEE  
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING THE PURCHASE  
OF PLOW/DUMP TRUCK BODIES**

**WHEREAS**, the Highway Department as part of its fleet maintenance program replaces plow/dump trucks on a regular basis; and

**WHEREAS**, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section, except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357(g) (Cooperative Joint Purchasing) or as provided by state statute; and

**WHEREAS**, two proposals and quotes from local suppliers were received under the Sourcewell national cooperative purchasing program and shown in exhibits A, B and C; and

**WHEREAS**, Bonnell Industries Inc., 1385 Franklin Grove Road, Dixon, IL 61021, is a distributor of Plow/dump truck bodies under Sourcewell, a national joint purchasing agreement, contract #062222-BNL; and

**WHEREAS**, these truck plow/dump bodies will be installed on four of the chassis approved by the County Board on 5/25/2023, by resolution No. 2023 CR-094; and

**WHEREAS**, the Public Works Committee of the County Board for the County of Winnebago, Illinois has reviewed the proposals and quotes submitted for plow/dump truck bodies and recommends awarding the contract: to

**BONNELL INDUSTRIES INC.  
1385 FRANKLIN GROVE ROAD  
DIXON, IL 61021**

**WHEREAS**, the Public Works Committee has determined that the funding for the aforementioned shall be: 46100-46430.

**NOW, THEREFOR BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that a purchase order for four plow/dump truck bodies be issued to, Bonnell Industries Inc., 1385 Franklin Grove Road, Dixon, IL 61021 for a not to exceed five hundred and sixteen thousand eight hundred and fifteen dollars with eighty-eight cents (\$516,815.88)

**BE IT FURTHER RESOLVED**, that any contract entered into by the County Board Chairman pursuant to the authority granted by this Resolution shall contain substantially the same terms as those contained in the quote attached.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the, Director of Purchasing, Finance Director, County Board Office, County Engineer and County Auditor.

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

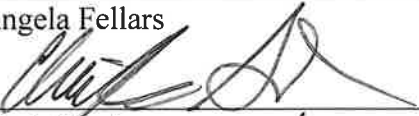
DISAGREE



\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Angela Fellars



\_\_\_\_\_  
Angela Fellars

\_\_\_\_\_  
Chris Scrol



\_\_\_\_\_  
Chris Scrol

\_\_\_\_\_  
Jim Webster



\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
John Penney



\_\_\_\_\_  
John Penney

\_\_\_\_\_  
John Guevara



\_\_\_\_\_  
John Guevara

\_\_\_\_\_  
Kevin McCarthy



\_\_\_\_\_  
Kevin McCarthy

The County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2023, adopted the above and foregoing Resolution.

\_\_\_\_\_  
Joseph Chiarelli, Chairman of the  
County Board of the  
County of Winnebago, Illinois

ATTEST:

\_\_\_\_\_  
Lori Gummow, Clerk of the  
County Board of the  
County of Winnebago, Illinois





Sourcewell Contract Number: 062222-BNL

1385 Franklin Grove Rd  
 Dixon, IL 61021  
 815-284-3819 \* 815-284-8815 Fax  
 800-851-9664  
 www.bonnell.com \* info@bonnell.com

EXHIBIT A

# Quote

Quote Number: 0169441  
 Quote Date: 7/31/2023  
 Sourcewell ID: 42066

**Bill To:** 0009431  
 WINNEBAGO COUNTY  
 424 N SPRINGFIELD AVE  
 ROCKFORD, IL 61101

**Ship To:**  
 WINNEBAGO COUNTY  
 424 N SPRINGFIELD AVE  
 ROCKFORD, IL 61101

Phone: (815) 319-4000 Fax: (815) 319-4001 dginnell@wincoil.us

Phone:  
 Fax:

**Confirm To:** ANDY PIRRELO

Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	8/31/2023

Ordered	Unit	Item Number
---------	------	-------------

1.00 EACH **TRUCK PACKAGE**

SOURCEWELL # 155879 COMPLETE SNOW FIGHTER PACKAGE "SELECT LEVEL"  
 TANDEM AXLE CLASS

\$108,011.20

APPLICATION: ONE NEW KENWORTH T480H TANDEM CLASS 8 SNOW AND ICE TRUCK WITH A 96" CAB TO TRUNNION MEASUREMENT. AUTOMATIC TRANSMISSION WITH LIVE PTO PROVISIONS, FACTORY SNOW PLOW PREP PACKAGE, FACTORY GROUND SPEED CONNECTION POINT.  
 FACTORY FRAME EXTENSIONS ARE REQUIRED.

INCLUDES INSTALLATION OF THE FOLLOWING EQUIPMENT:

- COMMANDER BODY
- CAB SHIELD INSTALLED ON BODY
- INTEGRAL CAB SHIELD MOUNTED ELECTRIC TARP SYSTEM
- HYDRAULIC SYSTEM
- ELECTRICAL & LIGHTING
- CONSOLE AND CONTROLS
- REAR TOWING HITCH
- PLOW HITCH
- SNOW PLOW
- PREWET SYSTEM, (MOUNTED ON COMMANDER BODY)

THE FOLLOWING ADDITIONAL ITEMS ARE INCLUDED:

- VIBRATOR INSTALLED (NEW VIBRATOR)
- FRAME COATING, (BLACK PPG AMERSHIELD PAINT)
- SPECIALLY LOCATED SHOVEL HOLDER MOUNTED ON COMMANDER BODY TBD

INSTALLED EQUIPMENT DETAILS ARE LISTED BELOW:

1.00 EACH **COMMANDER**

1.00 EACH **C10110**  
 5.5" Bore x 3 Stage Double Acting Trunnion Hoist.

1.00 EACH **C10170**  
 Lower Trunnion Frame for 12' - 14' Bodies.

1.00 EACH **C10190**



Sourcewell Contract Number: 062222-BNL

1385 Franklin Grove Rd  
 Dixon, IL 61021  
 815-284-3819 \* 815-284-8815 Fax  
 800-851-9664  
 www.bonnell.com \* info@bonnell.com

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 WINNEBAGO COUNTY  
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 ROCKFORD, IL 61101

**Ship To:**  
 WINNEBAGO COUNTY  
 424 N SPRINGFIELD AVE  
 ROCKFORD, IL 61101

Phone: (815) 319-4000 Fax: (815) 319-4001 dgrinnell@wincoil.us

Phone:  
 Fax:

**Confirm To:** ANDY PIRRELLO

Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	8/31/2023

Ordered	Unit	Item Number	
			Rear Hinge Assembly for All Bodies.
1.00	EACH	<b>C10224</b>	201 Stainless Steel Sub-Floor Kit for 13' Bodies with Front Cleanout Door. (Installed)
1.00	EACH	<b>C10292</b>	667XH Pintle Chain with 1/2" x 1-1/2" Crossbar Welded Top and Bottom to every other link. Installed on a 13' Body. Conveyor is Driven by an 8 Cubic Inch Geroler Disc Valve Hydraulic Motor Coupled Directly to a 25.5:1 Planetary Gear Box. Drive and Idler Shaft to be 2" in Diameter with 8 Tooth Keyed Sprockets Mounted on 30-1/2" Centers.
1.00	EACH	<b>C10479</b>	Adjustable Screw Jack Style Feedgate Kit Installed on Tailgate. Provides 0" to 8" Opening.
1.00	EACH	<b>C10618</b>	201 Stainless Steel Receiver Style Rear Material Spreader with Bottom Mounted Motor and 20" Poly Spinner Disc.
1.00	EACH	<b>C10724</b>	1/4" AR400 Steel Summer Cover for 13' Chain Conveyor. (Shipped Loose)
1.00	EACH	<b>C10870</b>	201 Stainless Steel Tank Brackets for 540 Gallon Poly Pre-Wet Tanks. (Installed) (Note- Tanks are not Included in this Kit. See Prewet System for Tank and Plumbing Price.)
1.00	EACH	<b>C10877</b>	Stainless Steel Nose Pieces for 540 Gallon Tank Brackets. (Installed)
1.00	EACH	<b>C10890</b>	Three Oblong Light Holes cut in each Corner Post.
1.00	EACH	<b>C10906</b>	Conduit Hole in Front Corner Post Panel
1.00	EACH	<b>C10920</b>	304 Stainless Steel Ladder. (Installed)
1.00	EACH	<b>C10931</b>	Vibrator Bracket for a Stainless Body. (Installed)
1.00	EACH	<b>C10936</b>	Stainless Steel Mud Flap Brackets. (Installed)



Sourcewell Contract Number: 062222-BNL

1385 Franklin Grove Rd  
 Dixon, IL 61021  
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Phone: (815) 319-4000 Fax: (815) 319-4001 dgrinnell@wincoil.us

Phone:  
 Fax:

**Confirm To:** ANDY PIRRELLO

Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	8/31/2023

Ordered	Unit	Item Number	
1.00	EACH	<b>C10955</b>	14" Removable 201 Stainless Steel Rear Spill Pan.(Installed)
1.00	EACH	<b>C11300</b>	External Feedback Sensor Providing 128 Pulses perRevolution. (available on all models except NNR)
1.00	EACH	<b>MCR-13-S2</b>	13'-0" Bonnell Commander Base Unit with a Pintle Chain conveyor assembly that will convey material to the Rear of the body. Body to be fabricated of 201 Stainless Steel. Sides, bulkhead, corner posts and tailgate are of 7 gauge material. Long sills are of 1/4" material and are boxed for strength. 2-1/2" schedule 40 stainless steel pipe cross members. Stainless steel corner posts. Long sills have a 4" x 6" opening to accommodate pre-wet plumbing and wiring. Body is welded solid with no skip welding. Body includes a 6 panel air operated tailgate powered by two double acting air cylinders located inside the rear corner posts. The tailgate linkage and trip rods are stainless steel and the trip rods ride in greasable non corrosive bearings. Body includes manifold grease system and Body Props. Stainless Steel Bodies are Chemically Cleaned and Passivated. Paint Options are listed below if Applicable.
1.00	EACH	<b>CAB SHIELD</b>	CAB SHIELD - CUSTOM FABRICATED FOR SPECIFIED TRUCK AND BODY. CONFIGURED AS FOLLOWS:  *MATERIAL IS TO BE 201 STAINLESS STEEL. *PAN WIDTH- 18". *WIDTH- DETERMINED. *HEIGHT TO BE DETERMINED TO BOTTOM OF PAN. *DOUBLE 600 SERIES OR M6 LIGHT BRACKETS. *STAINLESS STEEL TO BE ELECTROCHEMICALLY CLEANED AND PASSIVATED. **LIGHTING CODE: 11311
1.00	EACH	<b>HYDRAULIC SYSTEM</b>	- PTO: OMFB 278 SERIES - PUMP: TXV92 - ADD-A-STACK HYDRAULIC VALVE TO OPERATE: HOIST, PLOW, PREWET, CONVEYOR, SPINNER - WESCON CABLE CONTROLS - "FORCE" 5100EX ELECTRONIC SPREADER CONTROLLER - "FORCE" VT35 STAINLESS STEEL TANK AND LID - LOW OIL/HIGH TEMP AUTO SHUTDOWN SYSTEM - EATON HP171 SERIES HIGH PRESSURE FILTER - CLOSED LOOP PREWET CABLE - SS HARD LINE



Sourcewell Contract Number: 062222-BNL

1385 Franklin Grove Rd  
 Dixon, IL 61021  
 815-284-3819 \* 815-284-8815 Fax  
 800-851-9664  
 www.bonnell.com \* info@bonnell.com

# Quote

Quote Number: 0169441  
 Quote Date: 7/31/2023  
 Sourcewell ID: 42066

**Bill To:** 0009431  
 WINNEBAGO COUNTY  
 424 N SPRINGFIELD AVE  
 ROCKFORD, IL 61101

**Ship To:**  
 WINNEBAGO COUNTY  
 424 N SPRINGFIELD AVE  
 ROCKFORD, IL 61101

Phone: (815) 319-4000 Fax: (815) 319-4001 dgrinnell@wincoil.us

Phone:  
 Fax:

Confirm To: ANDY PIRRELLO

Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	8/31/2023

Ordered	Unit	Item Number
---------	------	-------------

1.00 EACH **ELECTRICAL**  
 - BONNELL CONSOLE TO INCLUDE LEVERS:  
 - HOIST -- SINGLE AXIS LEVER W INTERLOCK  
 - PLOW LIFT/PLOW ANGLE -- DUAL AXIS JOYSTICK WITH BLAST AND PAUSE BUTTONS

- ALL LED LIGHTING UNLESS OTHERWISE NOTED
- BONNELL IGNITION ACTIVATED BATTERY RELAY DISCONNECT SYSTEM
- InPOWER STANDARD 8 SWITCH PANEL WITH 4 WARNING LAMPS AND 16 OUTPUTS
- DATA SHEET REQUIRED
- BODY UP SWITCH WITH INDICATOR LAMP
- BONNELL WIRE HARNESSSES

CAB ROOF LIGHTING AND ACCESSORIES

- WHELEN 17M IDOT LIGHT BAR AS FOLLOWS:  
 \* FOUR CORNER FLASHERS  
 \* TWO FRONT FACING FLASHERS  
 \* 2 FRONT FACING SCENE LIGHTS

PLOW LIGHTING

- ABL-3830-0080 LED PLOW LIGHTS ON UNIVERSAL HOOD MOUNTING BRACKETS

BODY LIGHTING

- ONE PAIR OBRound STT IN REAR POSTS
- ONE PAIR OBLONG AMBER/WHITE FLASHERS IN REAR POSTS
- ONE PAIR OBLONG BACKUP LIGHTS IN REAR POSTS
- ONE AMBER/WHITE/AMBER FLASHER MOUNTED IN A STAINLESS HOUSING ON OUTSIDE OF EACH CORNER POST
- MARKER LIGHTS PER FMVSS STANDARDS

REAR HITCH AND CHASSIS LIGHTING

- ONE PAIR WHELEN 60BTT STT LIGHTS ON REAR HITCH
- PM-290C LICENSE PLATE LIGHT ON REAR HITCH
- ICC THREE LIGHT CLUSTER ON REAR HINGE OF BODY
- VEL-697112 BACK UP ALARM ON REAR HITCH OR FRAME

EQUIPMENT WORK LIGHTS AND FLASHERS

- ABL WORK LIGHT MOUNTED UNDER CORNER POST ON DRIVERS SIDE AIMED AT SPINNER



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EXHIBIT A

Page 5 of 8

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Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	8/31/2023

Ordered	Unit	Item Number	
1.00	EACH	<b>REAR HITCH</b>	- ABL WORK LIGHT MOUNTED UNDER CORNER POST ON CURB SIDE AIMED REARWARD - BOTH LIGHTS ON SAME SWITCH
1.00	EACH	<b>PLOW HITCH</b>	CONFIGURED AS FOLLOWS: YES - REAR HITCH TYPE: CUSTOM REAR HITCH PER BELOW - 1" CARBON STEEL PLATE - 49K HOLLAND PH760 PINTLE HITCH-DIRECT MOUNTED - STD PINTLE MTG HEIGHT - TRAILER PLUG: 7 FLAT PIN RV STYLE - CUTOUTS FOR 600 SERIES REAR LIGHTS - HITCH MOUNTED GLAD HANDS - BUILT IN CHIPPER BAR - 1" CARBON STEEL D-RINGS
1.00	EACH	<b>HFF-KCQ</b>	HITCH FOR SNOW PLOW PLOW HITCH FOR A KENWORTH T470H 2009-2022 INSTALLED ON NEW TRUCK PACKAGE
1.00	EACH	<b>H10170</b>	Heavy Front Frame Side Plate Hitch with Heavy Duty Tubular Hitch Frame
1.00	EACH	<b>H10190</b>	4in X 10in Double Acting Cylinder W/Nitrided Rod
1.00	EACH	<b>H10190</b>	Telescopic Lift Arm in Lieu of Rigid Lift Arm
1.00	EACH	<b>H10310</b>	Stainless Hood Mounted Light Brackets. (Side of Hood)
1.00	EACH	<b>H10401</b>	5/8in Side Plates in Lieu of 1/2in (Not available on Utility)
1.00	EACH	<b>H10421</b>	Cross Over Relief Valve Kit with Pressure Release feature. (Installed or uninstalled)
1.00	EACH	<b>PLOW</b>	
1.00	EACH	<b>12TA3762MC7</b>	CONFIGURED AS FOLLOWS: YES PAINTED: ORANGE POLYURETHANE ENAMEL LEFT AND RIGHT END DOUBLERS EXTRA RIBS

Continued



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Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	8/31/2023

Ordered	Unit	Item Number	
1.00	EACH	<b>P10110</b>	Base Model 12TA3762MC7 Tapered Steel Snow Plow 12'-0" Cutting Edge X 37" Leading End Height X 62" Discharge Height Moldboard Trip (2) Heavy Duty Compression Spring Assemblies Metropolitan Table/A-Frame Assembly (2) 3X10 Reversing Cylinders (5) Table To Moldboard Hookup Points Chain lift only (no saddle) reversible plows(for use with telescopic lift arm on hitch)
1.00	EACH	<b>P10210</b>	Quick attach loop (plow section installed)
1.00	EACH	<b>P10425</b>	3/8" x 12" Rubber flap kit installed
2.00	EACH	<b>P10460</b>	Extra ribs on Tapered plows High Country Only (MX1 & MC1)
1.00	EACH	<b>P10465</b>	Plow stand - installed ( to hold hook up point @ desired height when detached)
1.00	EACH	<b>P10470</b>	36" Blaze orange markers
1.00	EACH	<b>P10520</b>	7/8" x 5" C1084 Carbide cutting edges with 5/8" x 6" cover blade (in lieu of standard 5/8" x 6")
1.00	EACH	<b>P10555</b>	1/2" Quick Couplers installed (one set/per plow) pioneer PHD-4000-4
1.00	EACH	<b>PREWET SYSTEM</b>	
1.00	EACH	<b>COM-540P-2-150</b>	BONNELL CONFIGURED PREWET SYSTEM CONFIGURED AS FOLLOWS: YES - PREWET SYSTEM TO FIT A 13' LONG BODY, CONFIGURED AS FOLLOWS: Commander Body Prewet System with two 270 Gallon Poly Tanks, Stainless Steel Tank Brackets, and 1-1/2in Plumbing.



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EXHIBIT A

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Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	8/31/2023

Ordered	Unit	Item Number	
1.00	EACH	<b>L10120</b>	Hydraulic Prewet Pump in a Stainless Enclosure to Operate a Closed Loop System. Includes an IP68 Wire Connection for Feedback Signal.
1.00	EACH	<b>L10315</b>	2in Male Quick Fill Kit Installed.
1.00	EACH	<b>L10320</b>	1-1/2in Cross Fill Kit (in addition to standard Plumbing Kit) Installed.
1.00	EACH	<b>L10330</b>	Two Nozzle spray kit Installed.
1.00	EACH	<b>L10355</b>	Flush Kit. (Includes small poly flush tank) Installed.
1.00	EACH	<b>L10410</b>	Installation Charge for Two Tank Commander and V-box systems.
1.00	EACH	<b>CUSTOMIZATION</b>	- INTEGRAL CAB SHIELD MOUNTED WITH ELECTRIC ASPHALT TARP
1.00	EACH	<b>*ELECTRIC TARP</b>	ELECTRIC ASPHALT RATED ARM TARP
1.00	EACH	<b>/SOURCEWELL SOURCE GOODS ADJ</b>	ALL ITEMS LISTED BELOW ARE OPEN PURCHASE REQUESTS {SOURCE GOODS} BY THE CUSTOMER TO REPLACE ITEMS ON 155879 SNOW FIGHTER PACKAGE  \$21,192.77  - INTEGRAL CAB SHIELD MOUNTED WITH ELECTRIC ASPHALT TARP ILO STANDARD CAB SHIELD AND NO TARP - 13' COMMANDER BODY ILO 14' DUMP BODY - COMMANDER SPINNER ILO UNDER TAIL GATE SPREADER - 17M IDOT LIGHT SYSTEM ILO STANDARD LIGHTS - BODY VIBRATOR ILO NO VIBRATOR - ONE SHOVEL HOLDER ILO NO SHOVE HOLDER - LADDER INSTALLED ON BODY ILO NO LADDER - CABLE HYDRAULIC CONTROLS ILO ULTRA ELECTRIC CONTROLS - CLOSED LOOP PREWET ILO OPEN LOOP - 2 ABL WORK LIGHTS ILO 1 WORK LIGHT



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EXHIBIT A

Page 8 of 8

Quote

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Phone:
Fax:

Confirm To: ANDY PIRRELO

Comment:

Table with 5 columns: Customer P.O., Ship VIA, F.O.B., Terms, Quote Expiration. Values: Net 30 Days, 8/31/2023

Table with 3 columns: Ordered, Unit, Item Number. Lists various equipment items like HOLLAND PINTLE ILO, CHIPPER BAR ILO, etc.

SIGNING THIS QUOTE CONSTITUTES YOUR ACCEPTANCE AND AGREEMENT TO THE FOLLOWING:

- o DUE TO THE CLIMATE OF CURRENT MARKET CONDITIONS FINAL INVOICE PRICE MAY VARY FROM ORIGINAL QUOTE PRICE.
o NO PRODUCT/SPEC. CHANGES MAY BE MADE AFTER THE DATE OF SIGNATURE. ANY CHANGES REQUESTED AFTER THE DATE OF SIGNATURE WILL BE QUOTED SEPARATELY AND, IF APPLICABLE, WILL BE COMPLETED ON A SEPARATELY SCHEDULED TIME FRAME.
o 15% RESTOCKING FEE ON RETURNED ITEMS. NO RETURNS ON ELECTRICAL ITEMS
o THIS QUOTE IS VALID FOR 30 DAYS. ALL QUOTES OVER 30 DAYS OLD ARE SUBJECT TO CHANGE AND REQUIRE A REQUOTE PRIOR TO ACCEPTANCE OF A PURCHASE ORDER.

Summary table: Net Order: 129,203.97, Less Discount: 0.00, Freight: 0.00, Sales Tax: 0.00, Quote Total: 129,203.97

AUTHORIZED APPROVAL CONTACT NAME (PRINTED): \_\_\_\_\_

AUTHORIZED APPROVAL CONTACT (SIGNATURE): \_\_\_\_\_

APPROVAL DATE: \_\_\_\_\_
0005 TOM MASSEY

CUSTOMER PO NUMBER: \_\_\_\_\_
KJH



Exhibit B



1051 W 7th Street  
 Monroe, WI 53566  
 Sales Rep: Rick Nafzger  
 Ph: (608) 558-0285  
 www.MonroeTruck.com

J.O. #

Quotation ID: 9MJS000672  
 Date: 7/24/2023  
 Valid thru: 8/23/2023  
 Terms: NET 30  
 Quoted by: Mike Sutter  
 Ph/Fax: 608-329-8176 / 608-329-8521

Quoted to:

WINNEBAGO CTY HWY DEPT (IL) (ATTN: DEB AP PH-815-319-4013)  
 424 N SPRINGFIELD AVE  
 ROCKFORD, IL 61101  
 Ph: 815-319-4000 / Fax: 815-965-9433  
 Email:

Chassis Information

Year: 2024	Make: KENWORTH	Model: T480	Chassis Color: WHITE	Cab Type:
Single/Dual: DRW	CA:	CT:	Wheelbase:	Engine: DIESEL
			F.O. Number #:	Vin:

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
<p><b>MONROE 13' STAINLESS STEEL RDS (RADIUS DUMP SPREADER) SPREADER BODY</b></p> <ul style="list-style-type: none"> <li>- 87" TOP INSIDE WIDTH, 96" OUTSIDE WIDTH, OVERALL 56" SIDE HEIGHT</li> <li>- REAR DISCHARGE</li> <li>- 3/16" STAINLESS STEEL BODY</li> <li>- 1/4" REPLACEABLE FLOOR WITH 3/16" REMOVABLE CHAIN SHIELDS</li> <li>- FORMED AND BOXED TOPRAIL</li> <li>- 1/4" A569 12" DEEP LONGSILLS WITH FORMED CROSSMEMBERS</li> <li>- 34" WIDE CONVEYER WITH (2) 6:1 SPUR GEARBOXES</li> <li>- 8 TOOTH SPROCKETS KEYED TO 2" DRIVE AND IDLER SHAFTS</li> <li>- DOUBLE ACTING RECTANGULAR TAILGATE WITH BOXED PERIMETER</li> <li>- 108 LIGHT GROUP ASSEMBLY AND STOP/TURN AND TAIL LIGHTS</li> <li>- BODY PROP</li> <li>- FRONT TELESCOPIC HOIST, MAILHOT CS SERIES</li> <li>- BACK-UP ALARM</li> <li>- BODY-UP LIGHT</li> <li>- CENTER REAR SPINNER W/24" POLY DISC - MOUNTED WITH RECEIVER TUBES</li> </ul> <p>INCLUDED BODY OPTIONS</p> <ul style="list-style-type: none"> <li>- SS CAB SHIELD DESIGNED FOR ILDOT LIGHT SYSTEM AND AERO TARP MOUNTING</li> <li>- AR400 FLOOR COVER KIT</li> <li>- REMOVABLE POLY SUBFLOOR KIT</li> <li>- REMOTE GREASE MANIFOLDS FOR BEARINGS, HOIST PIVOTS, ECT</li> <li>- STAINELSS STEEL 7 GA BODY MOUNTED FENDERS, FULL LENGTH OF TIRE RADIUS</li> <li>- COUGAR DC-3200 VIBRATOR</li> <li>- AIR TRIP TAILGATE</li> <li>- BACK UP ALARM</li> <li>- RUBBER FLAPS AT FRONT AND REAR OF TIRES</li> <li>- FOLD DOWN LADDER ON DRIVER SIDE</li> <li>- STAINLESS STEEL SHOVEL HOLDER</li> <li>- CUSTOM STAINLESS STEEL SPILL PAN INSTALLED WITH SPREADER QD BRACKETS FOR QUICK INSTALL/REMOVAL</li> </ul> <p><b>PREWET KIT TO INCLUDE:</b></p> <ul style="list-style-type: none"> <li>- FENDER MOUNTED DUAL 270 GALLON POLY TANKS (540 TOTAL) WITH SS MOUNTING HARDWARE</li> <li>- REMOTE TANK VENT KIT</li> <li>- TANK CROSS OVER KIT</li> <li>- BULK FILL AND FLUSH KIT</li> <li>- (3) 2GPM SPRAY NOZZELS IN SPINNER ASSY WITH QUICK DISCONNECT</li> <li>- HYD MOTOR DRIVEN 7GPM PRE-WET PUMP INSTALLED IN NEMA ENCLOSER MOUNTED OFF THE SIDE OF THE RDS BODY WITH HD STAINLESS STEEL BRACKET</li> <li>- MICRO TRAC FLOW METER FOR CLOSED LOOP OPERATION</li> <li>- CONTROLLED BY FORCE 5100EX SPREADER CONTROL</li> </ul> <p><b>TARP</b></p> <ul style="list-style-type: none"> <li>- AERO 550 ELECTRIC TARP SYSTEM</li> </ul>	



## Exhibit B

Description	Amount
<ul style="list-style-type: none"><li>- MOUNTED IN CUSTOM CABSHIELD</li><li>- ALUMINUM ARMS</li><li>- 2ND TARP ARM TO REDUCE TARP BLOW UP</li><li>- ASPHALT COVER</li><li>- WIRING IN CONDUIT UP FRONT OF BODY</li></ul>	
<b>TOWING</b> <ul style="list-style-type: none"><li>- 1" PLATE WITH HEAVY DUTY GUSSETS</li><li>- 2" CHIPPER BAR MOUNTED UNDER PINTLE PLATE</li><li>- 1' CURVED SWIVEL D-RINGS FOR SAFETY CHAINS</li><li>- 50 TON PINTLE HOOK</li><li>- ROUTE CHASSIS SUPPLIED AIR LINES TO REAR PINTLE PALTE</li><li>- 7 WAY RV STYLE TRAILER PLUG</li></ul>	
<b>TRUCK PORTION - FLAT-FOLD LIFT ARM HITCH W/ INTEGRAL QCP RECEIVER</b> <ul style="list-style-type: none"><li>- MODEL 2075 - PIN AND LOOP</li><li>- 4X 10 DA LIFT CYLINDER</li><li>- TELESCOPIC STYLE FLAT FOLD LIFT ARM</li><li>- HEAVY DUTY SIDE PLATES</li><li>- CUSHION BLOCK</li><li>- CUT FACTORY BUMPER AND REINSTALL - BOTH SIDES</li></ul> <p>(REQUIRES MINIMUM OF 18" FRONT FRAME EXTENSION)</p>	
<b>MONROE REVERSING FULL MOLDBOARD TRIP ONE-WAY PLOW</b> <ul style="list-style-type: none"><li>- 39" INLET, 52" DISCHARGE 12' WIDE MOLDBOARD</li><li>- 3/16" GAUGE ROLL FORMED MOLDBOARD</li><li>- (8) 1/2" X 4" TAPERED ONE-PIECE FLAME CUT RIBS</li><li>- 2" X 3" X 3/8" TOP ANGLE</li><li>- 4" X 4" X 3/4" BOTTOM ANGLE</li><li>- HORIZONTAL MOLDBOARD ANGLE BRACING</li><li>- 3/8" LANDSLIDE PLATE</li><li>- DUAL COMPRESSION TRIP SPRING ASSEMBLIES FOR FULL MOLDBOARD TRIP</li><li>- 4" X 4" X 3/8" CROSS-TUBE SUPPORT</li><li>- REVERSING CYLINDERS TOP MOUNTED</li><li>- (6) ATTACHMENT POINTS FOR PUSHFRAME TO MOLDBOARD</li><li>- CARBIDE CUTTING EDGE</li><li>- RUBBER SNOW DEFLECTOR</li><li>- PARKING JACK</li><li>- 36" FLORESCENT MARKERS</li><li>- LOOP ATTACHMENT</li><li>- MOLDBOARD AND PUSHFRAME ARE TO BE 100% CONTINUOUSLY WELDED</li><li>- MOLDBOARD POWDER COATED ORANGE</li><li>- PUSH FRAME POWDER COATED BLACK</li></ul>	
<b>MANUAL/ELECTRIC HYDRAULICS PACKAGE</b> <ul style="list-style-type: none"><li>- HOT SHIFT PTO</li><li>- FORCE AMERICA TXV92 SERIES LOADSENSE PUMP DIRECT MOUNTED TO HOT SHIFT PTO</li><li>- HOIST: 4WAY/3POS W/400 PSI A PORT RELIEF, 40 GPM</li><li>- MANUAL LOAD SENSE MID-INLET SECTION, 2500 PSI MAIN RELIEF</li><li>- PLOW LIFT: 4WAY/3POS, 20 GPM, MANUAL</li><li>- PLOW ANGLE: 4WAY/3POS, 20 GPM, MANUAL</li><li>- PRE-WET: 2 WAY, 7 GPM</li><li>- AUGER: 2 WAY, 14 GPM</li><li>- SPINNER: 2 WAY, 7 GPM</li><li>- 35 GALLON CAPACITY STAINLESS HYDRAULIC RESERVOIR/ENCLOSURE COMBO</li><li>- INTERNAL FILTER</li><li>- FILLER/BREATHER CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG,</li><li>- 60 P.S.I. CONDITION INDICATOR</li><li>- MANUAL LEVER CONTROLS MOUNTED IN FLOOR MOUNT STAND</li><li>- 2 BUTTON FINGERTIP CONTROLLER FOR SPREADER ON/OFF AND BLAST FEAUTRES ON PLOW LEVER</li><li>- FORCE 5100EX-3F GROUND BASED SPREADER CONTROL</li><li>- CLOSE LOOP GRANULAR AND PRE-WET OPTIONS AND CABELING</li><li>- STAINLESS STEEL LINES FOR ALL OF THE LONG RUNS WITH POLY HOLD DOWN BLOCKS AND SHORT RUBBER WHIP HOSES</li></ul>	

## Exhibit B

Description	Amount	
<b>LIGHT PACKAGE TO INCLUDE:</b>		
- 72" WHELEN JUSTICE LED LIGHT BAR MOUNTED ON ROOF WITH TAKE DOWNLIGHTS		
- LED S/T/T MOUNTED IN REAR POST, PINTLE PLATE AND ON TOP OF CAB SHIELD		
- LED BACK UP LIGHT MOUNTED IN REAR CORNER POST		
- 2 AMBER AND 1 CLEAR STROBE INSTALLED OUTSIDE THE CORNER POST ON EACH SIDE		
- WHELEN 5GA00FAR AMBER L.E.D. STROBES RECESSED IN REAR CORNER POST		
- ABL HEATED LED PLOW LIGHTS WITH TURN SIGNALS INSTALLED WITH STAINLESS STEEL BRACKETS MOUNTED ON HOOD		
- 2000 LUMEN L.E.D SPREADER WORK LIGHT		
	Quote Total:	\$130,675.00
<i>***Due to current market conditions, pricing is subject to change at time of upfit.</i>		
<b>Additional Options:</b>		
<b>Description</b>	<b>Amount</b>	<b>Add to quote? Yes / No</b>
12 MONTH EXTENDED WARRANTY FROM ORIGINAL 1 YEAR WARRANTY	\$2,561.00	

**Terms & Conditions**

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

<b>Re-Assign (Required for all pool units):</b>	<input type="checkbox"/> Fleet	<input type="checkbox"/> Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
<b>MSO/MCO (ONLY check if legally required):</b>	<input type="checkbox"/> MCO	<input type="checkbox"/> MSO			
Customer Signature:				Date of Acceptance:	



## EXHIBIT "C"

### Winnebago County Highway Department

#### Plow/Dump Truck Body

<b>Vendor</b>	<b>Bonnell Industries Inc.</b>	<b>Monroe Truck Equipment Inc.</b>
<b>Model</b>	Snow Fighter Package	RDS Spreader Package
<b>Year</b>	2024	2024
<b>Purchase Price (each)</b>	\$ 129,203.97	\$ 130,675.00

# **UNFINISHED BUSINESS**

**OPERATIONS &  
ADMINISTRATIVE  
COMMITTEE**



# Ordinance Executive Summary

**Prepared By:** Lafakeria Vaughn  
**Committee:** Operations and Administrative Committee  
**Committee Date:** October 19, 2023  
**Ordinance Title:** An Ordinance Amending Chapter 2, Article VI, Division 3, of the Winnebago County Code of Ordinances (Purchasing Ordinance)  
**County Code:** Chapter 2, Article VI, Division 3  
**Board Meeting Date:** October 26, 2023

**Budget Information:**

<b>Was item budgeted?</b> N/A	<b>Appropriation Amount:</b> N/A
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> N/A	<b>Budget Impact:</b> N/A

**Background Information:** The Winnebago County Board wishes to amend Sections of Chapter 2, Article VI, Division 3 of the Winnebago County Code of Ordinances (Purchasing Ordinance). The proposed amendments are a general update based upon the expertise and experience of the County’s Purchasing Department. Further, the amended Ordinance includes a definition of “Responsible Bidder for Public Works Projects” which requires a responsible bidder to participate in active apprenticeship and training programs.

**Recommendation:** Staff concurs

**Contract/Agreement:** N/A

**Legal Review:** Legal review conducted by States Attorney’s Office

**Follow-Up:** N/A

**ORDINANCE  
OF THE  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2023 CO \_\_\_\_\_

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD, PAUL ARENA, AARON BOOKER, JOHN BUTITTA, JEAN CROSBY, JOHN GUEVARA, BRAD LINDMARK, KEVIN MCCARTHY, JOHN PENNEY, JOHN SWEENEY, MICHAEL THOMPSON, JIM WEBSTER, ANGELA FELLARS, VALERIE HANSERD, CHRISTOPHER SCROL, TIM NABORS, ANGIE GORAL, JAIME SALGADO, JOE HOFFMAN

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE VI, DIVISION 3  
OF THE WINNEBAGO COUNTY CODE OF ORDINANCES  
(PURCHASING ORDINANCE)**

**WHEREAS**, Chapter 2 of the County Code of Ordinances, Article VI, Division 3, sets forth various criteria for Centralized Purchasing; and

**WHEREAS**, the Winnebago County Board wishes to amend Sections of Chapter 2, Article VI, Division 3 of the Winnebago County Code of Ordinances; and

**WHEREAS**, the amendments to the Ordinance are a general update based upon the expertise and experience of the County’s Purchasing Department; and

**WHEREAS**, further, the amended Ordinance includes a definition of “Responsible Bidder for Public Works Projects” which requires a responsible bidder to participate in active apprenticeship and training programs; and

**WHEREAS**, the amended ordinance recognizes the County’s desire for responsible bidders so that it may maintain the public’s confidence in public works projects funded by the County ensuring a properly trained and competent work force.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, that Chapter 2, Article VI, Division 3 of the County Code of Ordinances be amended as follows:



### **DIVISION 3. - CENTRALIZED PURCHASING SYSTEM**

#### **Sec. 2-326.- Short title.**

This division may be cited as the “Purchasing Ordinance of Winnebago County.”

#### **Sec. 2-327. - General provisions.**

(a) *Policies and procedures.*

- (1) *Purpose.* The underlying purpose and policies of this division are to manage the procurement process in accordance with state statutes and federal rules and regulations; spend taxpayer money wisely and fairly; encourage fair and equitable treatment through broad-based competition; protect against fraud, favoritism, extravagance and corruption; obtain the best commodities and services at the lowest price practicable; make purchases which are in the best interest of the county; provide safeguards for the maintenance of a procurement system of quality and integrity; and meet the needs of the County of Winnebago, Illinois through continuous improvement of purchasing systems and procedures. To the extent permitted by law, the county will promote economic development by encouraging the participation of Winnebago County businesses, by providing equal opportunity for minority and women-owned businesses, and for veterans, and by applying environmentally sound practices in the procurement process.
- (2) *Applicability.* The purchasing ordinance is applicable to the procurement of materials, services, supplies, equipment, construction, construction related services and professional services, except for certain professional services as defined in section 2-357, by the county board except as specified below. These provisions shall apply to all expenditures of public funds by a county department for purchasing regardless of its source, except as otherwise provided by federal or state law, regulations, County of Winnebago Ordinance or county administrative policy. Procurements involving federal or state assistance will be conducted in accordance with any applicable mandatory state and/or federal law, rules or regulation or grant.
  - a. The following elected county officials have internal control over their offices, and therefore, are not subject to the county competitive bidding statute or purchasing ordinance:
    1. Auditor 55 ILCS 5/3-1004.
    2. County clerk 55 ILCS 5/3-2003.2.
    3. Recorder 55 ILCS 5/3-5005.2.
    4. State's attorney 55 ILCS 5/3-9005.
    5. Treasurer 55 ILCS 5/3-10005.
  - b. The following elected county offices have internal control over their offices except for purchases of equipment:
    1. Coroner 55 ILCS 5/3-3003.
    2. Sheriff 55 ILCS 5/3-6018.
  - c. The following offices are not subject to the county competitive bidding statute or purchasing ordinance.

1. Courts.
  2. Public defender.
  3. Regional office of education.
  4. Clerk of circuit court.
- d. The county engineer shall be required to procure services, materials and equipment for road and bridge construction, maintenance, engineering, land acquisition and such other technical supplies, services and engineering equipment necessary to meet the operational obligations of the county engineer, as set forth in the Illinois Compiled Statutes.
  - e. Nothing in this division shall prevent any county department from complying with the terms and conditions of any grant, gift, bequest, or cooperative purchasing agreement that is otherwise consistent with law and this policy.
  - f. Purchasing records required under this Section shall be maintained by any county department to which procurement authority has been delegated and a copy of all such records, as appropriate, shall be provided to the purchasing department upon request.
- (3) *Public access to procurement information.* Procurement information shall be a public record as defined by the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*
  - (4) *Requirement of good faith.* This division requires all parties involved in the negotiation, performance, or administration of county contracts to act in good faith.
  - (5) *Property rights.* Receipt of an invitation for bid (IFB), request for proposal (RFP) or other procurement document or submission of any response thereto, or other offer, confers no right to receive an award or contract, nor does it obligate the county in any manner.
  - (6) *Singular-plural gender rules.* Words in the singular number include the plural, and those in the plural include the singular. Words of a particular gender include any gender and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

**Sec. 2-328. - Severability.**

If any provision of this division or any application thereof to any person or circumstances is held invalid, such invalidity shall not affect the validity of the remaining provisions or application of this division.

**Sec. 2-329. - Repealer.**

All ordinances, resolutions, rules and regulations in conflict with this division are hereby repealed to the extent of their inconsistency.

**Sec. 2-330. - Savings clause.**

Nothing herein, hereby adopted shall be construed to affect any suit or proceeding now pending in a court of law or any cause or causes accrued or existing under any prior resolution or ordinance. Nor may any right or remedy of any character be lost, impaired or affected by this division.

**Sec. 2-331. - Effective date.**

This division shall become effective at 12:01 a.m. thirty (30) days after its adoption by the county board.

## **Sec. 2-332. - Definitions.**

The words defined in this section shall have the meanings set forth below whenever they appear in this division.

*Architectural, engineering, and land surveying services.* Those professional services within the scope of practice of architecture, professional engineering, structural engineering, or land surveying, as defined by the laws of the State of Illinois.

*Best and final offer (BAFO).* Is a term used in bids to indicate that no further negotiation on the amount or terms is possible. It can also be a bid containing final pricing and deliverables submitted by bidding contractors based on the outcome of the negotiations conducted during the initial bid stage.

*Bid.* An advertised, open, competitive solicitation for prices that are opened publicly.

*Bid security.* A guaranty that the bidder will enter into a contract if an offer is presented within the specified period of time; bidder's failure to do so will result in forfeiture of the bid security.

*Bid tab.* Bid tabulations show each bidder's bid amount for each pay item in a contract. They are posted as soon as the authorized buyer certifies that a bid tab accurately reflects the bids received and publicly opened.

*Bidder's list.* A current database of potential vendors or contractors for each category of commodities and services repetitively purchased for county use.

*Business.* Any corporation, partnership, limited liability company, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

*Change order.* Written authorization directing a contractor to modify or change an existing purchase order or contract.

*Competitive proposals.* Purchases over the Simplified Acquisition Threshold (SAT). Formal solicitation required as well as fixed price cost-reimbursement contracts and is used when sealed bids are not appropriate. The contract should be awarded to the responsible firm whose proposal is most advantageous to the program, with pricing being one of the factors.

*Confidential information.* Any information which is available to an employee only because of the employee's status as an employee of the county or its agencies and is not a matter of public knowledge or available to the public via request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

*Construction.* The process of building, altering, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

*Contract.* All types of agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, construction or professional services that are legally binding promises enforceable by law.

*Contract Employee.* See *Independent Contractor.*

*Contract file.* A record maintained in the purchasing department which may include a requisition, purchase order, contract documents and/or related correspondence.

*Contract modification.* Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

*Contract renewal.* Continuation of the contract for an additional period of time, under the original terms and conditions, when allowed by provisions for renewal, which were included in the original bid document.

*Contract-revenue generating.* Revenue generating contracts are agreements under which the county receives from a vendor either a commission or share in the profit generated from the sale of goods or services. Examples include vending machines, food service, and joint- purchasing agreements.

*Contractor.* Any person having a contract with the county or a using agency thereof.

*Cooperative joint purchasing.* Procurement or purchasing conducted by or on behalf of more than one governmental or public procurement unit.

*Cost plus percentage contracts.* Cost plus percentage of cost (CPPC) contracting shall not be used. Cost plus percentage of cost contracts demand the county to pay a fee that rises as the contractor's costs rise. It has been determined that this type of contract provides no incentive for the contractor to control costs and is thus improper. Any contract entered into utilizing cost plus percentage calculation shall be void.

*Cost-reimbursement contract.* A contract under which a contractor is reimbursed for costs which are allocable in accordance with the contract terms and the provisions of this division, and a fee or profit, if any.

*County board chairman.* The county officer elected by the electors of the county to serve as chairman of the county board.

*County agency.* A county officer, employee, department, office, official, commission, county board, or agency whose purchasing authority is subject to the provisions of this division.

*Debarment.* The process of determining that a contractor is ineligible to receive contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois.

*Discussions.* Oral or written negotiations between the county or its agencies and an offeror during which information is exchanged about specifications, scope of work, terms, conditions and price set forth in the initial proposal. Communication with an offeror for the sole purpose of clarification does not constitute discussions.

*Elected official.* For the purposes of this division, elected official includes; clerk of the circuit court, county auditor, county board chairman, county board members, county clerk, county coroner, county treasurer, and county recorder, superintendent of the regional office of education, county sheriff and state's attorney. For purposes of this division, the Chief Judge of the 17th Judicial Circuit Court is also considered an elected official.

*Emergency purchase.* Procurement obtained in circumstances which include threats to public health or safety, where immediate repairs to county property are required to protect or prevent against further loss or damage, or where immediate action is needed to prevent or minimize serious disruption to county services.

*Employee.* An individual drawing a salary or wages from the county whether elected or not and providing services for the county.

*Equipment.* Items that are purchased or used by the county that are not goods and supplies and which are not expendable except through depreciation or wear and tear, and which do not lose their identity or become integral parts of other items or installations.

*FOIA.* Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

*Goods and supplies.* All personal property relating to the maintenance, repair and operating materials necessary to sustain day-to-day county operations.

*Gratuity.* A payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

*IDOT.* Illinois Department of Transportation.

*Immediate Family.* Husband, wife, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, son-in-law, daughter-in-law, uncle, aunt, brother-in-law, and sister-in-law.

*Independent contractor.* A person hired to accomplish a given result who has the right to control or direct his, her or its own work as to details and means by which the desired results are achieved.

*Invitation for bids (IFB).* A formal request to prospective vendors soliciting price quotations or bids; contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions.

*Irresponsible bidder.* A bidder or prospective bidder who has failed to furnish, upon written request, proof of his/her responsibility; or who has, as a vendor or contractor with the county, repeatedly made slow or unsatisfactory deliveries; or who has violated, or attempted to violate, any provisions of this division.

*Local bidder.* A firm or individual who regularly maintains a place of business and transacts business in, or maintains an inventory of merchandise for sale in, or is licensed by, or pays business taxes to the county. *Material Alteration.* Any construction, repair, reconstruction, rehabilitation, addition or improvement of a county owned, leased or rented building or structure, which appreciatively or significantly affects or influences its function, use or appearance.

*Materials.* Items or supplies required in the performance of day-to-day operations.

*Micro Purchases.* Purchase of materials, services, supplies, equipment construction and construction related services that are less than the small purchase threshold. Efforts should be made to distribute purchase equitably among qualified providers.

*Multi-year contracts.* Procurement contracts extending more than one (1) year.

*Multiple price quotation.* Where competitive selection is not required or cannot be utilized because of an emergency, a process of obtaining price information from at least three (3) sources or vendors prior to purchase.

*Negotiations.* The director of purchasing and responsible department head can conduct negotiations, as appropriate, as to price, delivery and terms.

*Notice to proceed.* Formal notification given to the contractor or vendor that officially begins the project.

*Person.* Any individual or group of individuals, business, union, contractor, firm, corporation, trustee, partnership, association, joint venture, committee, club or other entity.

*Procurement.* The buying, purchasing, renting, leasing, or otherwise acquiring of any goods, services, construction, or professional services. It also includes all functions that pertain to the obtaining of any goods, service, construction, or professional services, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

*Public Works Projects.* Any fixed work construction, improvement or demolition by any public body that is funded or financed in whole or in part with public funds and as further defined in the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*

*Purchasing card (P-card).* A payment method using a card issued by a bank or major credit card provider for county purchases.

*Professional service.* The service of a person possessing a high degree of professional skill where the ability or fitness of the person plays an important part and the primary reason for contracting with the person is the county's confidence, trust and belief in his or her talent and ability to perform the services. Professional services include, but are not limited to, appraisers, architects, engineers, accountants, land surveyors, psychologists, physicians, and other health professionals.

*Purchase order.* A written order signed and issued by the purchasing department directing a business to provide goods, services, construction or professional services on behalf of the county.

*Purchase requisition.* An internal document, by which a department sends, to the purchasing department, details of goods, supplies, services, equipment, construction, or professional services to meet its needs for a specific job.

*Purchasing agent.* The director of purchasing or any staff member of the purchasing department authorized to act as a purchasing agent for the county and shall be responsible for the procurement of materials, supplies, equipment, services, construction, construction related services and professional services, and processing contract and purchase orders.

*Request for Information (RFI).* All documents issued to vendors for the sole purpose of seeking information about the availability in the commercial market of equipment, supplies, services, construction, and construction related services.

*Request for Proposals (RFP).* A formal request to prospective vendors soliciting proposals and it contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions. Proposals are submitted in sealed envelope and opened privately. Vendors are selected based on a qualification based evaluation.

*Request for Qualification (RFQ).* Documentation requested for professional services including, but not limited to, a list of professional references and similar work performed.

*Request for Quotes/Quotations.* Informal pricing for the purchase of goods, supplies, services, equipment, construction or professional services. May be submitted by mail, written, by telephone (verbal quote), or email, and under the current purchase threshold.

*Requisition.* An electronic request issued by a county department head or his/her designee against available and approved funds authorizing the purchasing department to issue a purchase order on the department's behalf.

*Responsible Bidder or Offeror.* A person who has the capability in all respects to perform fully the contract requirements contained in the Invitation for Bids, has the capacity, facilities, equipment, and credit which will assure good faith performance, and has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.

*Responsive bidder.* A person who has submitted a bid which conforms in all material respects to the invitation for bid.

*Responsible Bidder for Public Works Projects:* A person (firm) who has the capability in all respects to perform fully the public works contract requirements, and the experience, personnel, reliability, facilities capacity, equipment, acceptable past performance and credit which will assure good faith performance. Responsible bidder for Public Works Projects means a bidder for public works projects advertised, awarded, and financed, in whole or in part, with county public funds, who meets all of the job specifications, including the following applicable criteria. Evidence of compliance is required for public works projects estimated to be over bidding threshold in value.

a. Certificates of insurance indicating the following coverages: general liability, workers' compensation, completed operations, and vehicle. Performance bonds, as required.

b. To qualify as a Responsible Bidder for Public Works Projects exceeding \$30,000.00, or as defined in the most current Illinois Compiled Statutes for small purchases, the Responsible Bidder and Subcontractors must be a member of an organization that participates in an active apprenticeship and training programs approved and registered with the U.S. Department of Labor's Office of Apprenticeship and Training, or its successor, for each of the trades of work contemplated under the awarded contract. The required evidence shall include, but is not limited to, a copy of all applicable apprenticeship standards or Apprenticeship Agreement(s) for any apprentice(s) who will perform work on the public works project.

c. Compliance with all provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* All contractors and sub-contractors, as determined by the contract, are required to turn in certified payrolls as specified in Illinois Public Act 94-0515, and follow all provisions of the Employee Classification Act, 820 ILCS 185/1 *et seq.*

d. Disclosure of the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project prior to the subcontractor commencing work on the Public Works project.

e. All bidders must provide three (3) projects of a similar nature as being performed in the immediate past five (5) years with the name, address, email, and telephone number of the contact person having knowledge of the project or three (3) references (name, address, email, and telephone number) with knowledge of the business practices of the contractor.

The provisions contained in the definitions of "*Responsible Bidder*" and "*Responsible Bidder for Public Works Projects*" shall not apply to grant, state or federally funded construction projects or Illinois Department of Transportation projects if such application would jeopardize the receipt or use of federal, state or grant funds in support of such project.

*Reverse auctions.* A reverse auction is a real-time bidding process taking place at a scheduled time and Internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods and services specified in the invitation for bid.

*Services.* The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

*Small purchase threshold.* The threshold established by the county at which public bids are not required.

*Small purchases.* Purchases that are at least \$10,000.00 and less than \$30,000.00, (less than \$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services), or as defined in the most current Illinois Compiled Statutes.

*Sole source procurement.* Any contract entered into without a competitive process, based on a written justification that only one known source exists or that only one single vendor or supplier can fulfill the particular requirements. However, any contract that is initially determined to be sole source, shall be referred to the appropriate committee for consideration and recommendation.

*Solicitation.* An invitation for bids or request for proposals or qualifications or request for quotes to provide materials, services, equipment, supplies or construction and construction related services and professional services.

*Specification.* Any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

*Stringing.* Dividing or fragmenting procurements in order to circumvent any of the provisions of this division. Stringing is the practice of issuing multiple purchase orders or requisitions for purchasing like items or services, with the intent to circumvent procurement policies.

*Subcontractor or supplier.* A vendor which enters into a contract with a prime contractor to provide goods or services pursuant to a contract between the prime contractor and the county.

*Surplus property.* Property including goods and supplies and equipment that exceeds the reasonably foreseeable needs of the county or no longer has any use to the county.

*Suspension.* Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12-month limit. It is usually used pending completion of an investigation or legal proceedings.

*Unauthorized purchase.* An unauthorized purchase occurs when the materials, services, or any expense is charged to the county by a person who has not been given such authority. Unauthorized purchases include procuring goods and supplies, equipment, construction, or services (including professional services) without following this ordinance. The individual making an unauthorized purchase may incur a personal obligation to the vendor or the county for the expense even though the goods and supplies, equipment, construction, or services (including professional services) are used for county business.

*Used equipment.* Equipment that: (a) has been in service for at least one-half of its commercially reasonable life, or if its life is less than 24 months, is at least one year old; or (b) is a floor or demonstration model that is offered at a price at least 25 percent below current market price; or (c) is otherwise determined by the director of purchasing on a case-by-case basis to be a bona fide used item.



*Using department or agency.* Any county department or agency requiring goods and supplies, equipment, services, construction, or professional services procured pursuant to this division.

**Sec. 2-333. - Director of purchasing.**

The director of purchasing shall serve as the purchasing agent for the county and shall be responsible for the procurement of materials, supplies, equipment, services, construction, construction related services and professional services in accordance with this division. The director of purchasing shall be recommended, appointed, disciplined or dismissed by the county administrator with the approval of the county board chairman. If no consensus can be reached between the county administrator and county board chairman related to the director of purchasing's employment, then it shall be subject to the advice and consent of the county board. The director of purchasing shall report to the Chief Financial Officer.

Before entering upon the duties of his office, the county director of purchasing shall execute a bond to the county in an amount to be prescribed by the county board, with sureties approved by the county board and which bond shall be conditioned as follows: That he shall faithfully perform all duties which are or may be required by law and county ordinance to be performed by him as county director of purchasing in the time and manner prescribed or to be prescribed by law and county ordinance; and when he shall be succeeded in office, shall surrender and deliver over to his successor in office all supplies, materials, equipment, books, papers, monies and other things belonging to the county and appertaining to his office, then the above bond shall void; otherwise to remain in full force and effect.

**Sec. 2-334. - Purchasing department duties.**

The purchasing department shall work cooperatively with all departments in making determinations relative to the purchase of goods and supplies, equipment, services, construction, and professional services. In accordance with this division and subject to the direction of the County of Winnebago Board, the county board chairman, and the county administrator, and applicable provisions of state law, the purchasing department shall:

- (1) Procure or supervise the purchasing of materials, services, supplies, equipment, construction, construction related services and professional services required by the county with the exception of policies as determined by IDOT for the highway department.
- (2) Be forwarded suggested specifications for goods and supplies, equipment, services, construction, and professional services from county departments. The purchasing department shall finalize, issue, revise, maintain, and monitor the use of specifications required by the county except for specifications for any public work involving professional engineering shall be prepared by a professional engineer.
- (3) Obtain specifications for construction and maintenance of highways, bridges and culverts, which shall be prepared by the county engineer. All specifications, including those prepared for the county by architects, engineers, designers and draftsmen, shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the county's needs, and shall not be unduly restrictive.
- (4) Execute contracts and purchase orders solicited through open competition for materials, equipment, services, supplies, construction, and construction related services and professional services required by the county.
- (5) Establish and maintain procedures for contract execution and administration, specification development, inspection and acceptance, in cooperation with the county departments using

the materials, supplies, services, equipment, construction, construction related services and professional services.

- (6) Make written determinations as required by this division, specifying the facts supporting the determination, for retention in the permanent contract file.
- (7) Obtain expert advice and assistance from personnel of county departments in development of specifications.
- (8) Exercise supervision over inventories of goods belonging to the county.
- (9) Sell, trade, transfer, or otherwise dispose of surplus county property and equipment.
- (10) Review county departments' evaluation of their vendor's performance in order to determine potential suitability for future use by the county.

**Sec. 2-335. - Reserved.**

**Sec. 2-336. - Procedural rules and regulations.**

- (a) *Purchasing regulation and operational procedures.* Consistent with this division, in conjunction with the approval of the county board chairman and the county administrator, the director of purchasing may adopt operational procedures, which relate to the execution of his/her duties. All such operational procedures shall be made available for public inspection.

As a matter of accounting procedure to ensure the county has accurate real time accounting records, department heads are required to use the purchasing module of the county's finance system for requisitioning materials, supplies, equipment, services, construction, construction related services and professional services, in order for the purchasing department to issue purchase orders for these transactions.

- (b) *Purchasing determinations.* The director of purchasing shall work cooperatively with all departments in making determinations relative to the purchase of good and services, equipment, services, construction and professional services. No department, office, agency, officer or employee of the county shall be empowered to execute any Purchase Order, Change Order, Agreement or Contract except as authorized by this ordinance.
- (c) *Specific delegation—Highway department.* The procurements as set forth below by the county's highway department need not be processed by the director of purchasing, however the highway department shall be subject to the requirements of this division and the regulations promulgated hereunder in making these procurements. However, federal, state, and IDOT procedures/requirements, and the Winnebago County Highway Department Policy for the Consultant Qualification Based Selection (QBS) Process shall have preeminence. Road and bridge construction, construction related services, engineering services, land acquisition, appraisal services, roadway materials and technical services necessary to meet the operational requirements of the county engineer.
- (d) *Purchasing records.* All records relating to a purchase shall be maintained by the county department to which procurement authority has been delegated and a copy of all such records shall be provided to the purchasing department upon selection of a vendor.

**Secs. 2-337, 2-338. - Reserved**

**Sec. 2-339. - Duties of the state's attorney.**

The state's attorney or his/her designee shall serve as legal counsel and provide necessary legal services to the director of purchasing. Bid specifications, requests for proposals and contracts may be reviewed by the state's attorney before dissemination or execution, should that review, in the opinion of the director of purchasing, be necessary.

**Secs. 2-340—2-347. - Reserved.**

**Sec. 2-348. - Availability of funds.**

Except in emergencies, as described in section 2-357, no notice of award of contract shall be issued, no contract shall be signed, and no open market purchase order shall be issued, until the county auditor shall have certified that the unexpended balance, in the proper appropriation for the expenditure account concerned, is sufficient to defray the amount of such contract or purchase order.

**Sec. 2-349. - Unlawful purchases.**

Except as otherwise provided by law, if any agency purchases or contracts for any supplies, materials, equipment or contractual services contrary to the provisions of this division, such purchase order or contract shall be void and have no legal effect.

It shall be unlawful for any agency to split its requirements for supplies, materials, equipment and contractual services in order to evade the provisions of section 2-357.

**Sec. 2-350. - Personal purchases.**

No purchases of supplies or equipment for the personal use of an official, agency head or employee of the county shall be made by the county director of purchasing.

**Sec. 2-351. - Conflict of interest; acceptance of gratuities, penalties.**

- (a) Neither the county director of purchasing, nor any full-time county employee or elected official, shall participate directly or indirectly in a procurement when they know that:
  - (1) They or any member of their immediate family has a financial interest pertaining to the procurement or purchase.
  - (2) A business or organization in which they, or any member of their immediate family, has a financial interest pertaining to the procurement.
- (b) Neither the county purchasing director, nor any county employee or elected official shall accept any payment, gratuity, or offer of employment as an inducement for the award of a contract or an order.
- (c) Any person violating subsections (a) and (b) above shall be subject to disciplinary action up to and including discharge, as provided under the County's current Ethics and Business Conduct Ordinance/Policy.
- (d) The offer or delivery of any such gratuity to any elected official or employee of the county by any vendor or contractor, shall be cause for declaring such individual or firm to be an irresponsible bidder, and for debarring him/her from the bidder's list.

**Sec. 2-352—2-356. - Reserved.**

**Sec. 2-357. - Source selection and contract formation.**

(a) *Purchases below Simplified Acquisition Threshold.*

- (1) *Simplified Acquisition Threshold (SAT).* The simplified acquisition threshold for the purpose of this division is established at the level of \$30,000 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) or as defined in the most current Illinois Compiled Statutes for county competitive bids.
- (2) *Micro purchases.* Micro purchases are defined as procurement of materials, services, supplies, equipment, construction or construction related services that are less than \$10,000.00. There is no requirement to obtain competitive quotes but efforts should be made to distribute purchases equitably among qualified providers.
- (3) *Small purchases.* Small purchases are procurement of materials, services, supplies, equipment, construction or construction related services that are at least \$10,000.00 and less than the Simplified Acquisition Threshold of \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) or as defined in the most current Illinois Compiled Statutes for county competitive bids, may be awarded by department heads and/or the director of purchasing where there has been a competitive price quotation process and at least three (3) informal quotations have been sought prior to selection. No formal bids shall be required. The results of the quotes shall be reported to and/or made available for inspection by the county auditor.
- (4) *Informal procurement methods when using federal funds.* When the value of the procurement for property, goods or services does not exceed the Simplified Acquisition Threshold, formal procurement methods are not required. The non-federal entity (county) may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost.
- (5) *Artificial division or fragmentation prohibited.* Procurements shall not be artificially divided or fragmented (stringing) so as to fall below the Simplified Acquisition Threshold in order to circumvent any bidding or competitive selection process and procedures described in this division.

(b) *Competitive bidding.*

- (1) *Conditions for use.* All procurements whose value equals or exceeds the Simplified Acquisition Threshold of \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) or as defined in the most current Illinois Compiled Statutes for county competitive bids, shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for proposals), 2-357(d) (Professional services selection process), 2-357(e) (Sole -source procurement), 2-357(f) (Emergency procurements), 2-357(g) (Cooperative joint purchasing) or as provided by state statute.
- (2) *Invitation for bids (IFB).* The method of procurement is selected by the cost or the nature of the procurement. An invitation for bids (IFB) solicitation shall be issued and include all specifications, terms and conditions applicable to the procurement.
- (3) *Public notice.* Reasonable time for the required public notice of the invitation for bids shall be given of not less than ten calendar days excluding county holidays prior to the date set forth

therein for the submittal and opening of bids. For bids requiring a mandatory pre-bid conference, the public notice must be published at least five (5) calendar days prior to the conference date. Such notice shall include publication in a newspaper of general circulation within the County of Winnebago, Illinois. The public notice shall state the project, place, submittal date and time of bid opening. All notices that are published in the newspaper shall be published concurrently on the county website

- (4) *Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The name of each bidder, bid amount and the relevant information the director of purchasing deems appropriate shall be read aloud and recorded on an abstract bid tab. The abstract bid tab shall be available for public inspection for a reasonable period of time.
  - (5) *Late bids.* No bids received after the time specified in the invitation for bids will be considered, as it is the responsibility of the bidder to ensure the bid is delivered according to the requirements stated in the solicitation. All bids received after the specified time will be returned unopened to the bidder.
  - (6) *Acceptance and evaluation of bids.* Bids shall be unconditionally accepted without alteration or correction, except as authorized by this division. Bids shall be evaluated to determine which bidder offers the lowest cost to the county in accordance with the evaluation criteria set forth in the solicitation. In determining the lowest Responsive and Responsible bidder, the purchasing department will evaluate criteria including, but are not limited to, quality of the product supplied, the product's conformity with the specifications, suitability of the product to the requirements of the county, availability of support services, uniqueness of the service, materials, equipment or supplies, compatibility to existing equipment, delivery terms, discounts, transportation costs, and total or life cycle costs. The invitation for bids and this Ordinance shall set forth the evaluation criteria to be used. Alternative bids may be considered and accepted, only if provisions authorizing such offers are specifically stated in the invitation for bids solicitation.
  - (7) *Award.* Upon submittal and approval from the using department's appropriate committee and county board, the contract shall be awarded by a purchasing department notice to the lowest Responsive and Responsible bidder. All contractually required documentation will be required prior to any notice to proceed.
- (c) *Request for proposals (RFP).*
- (1) *Conditions for use.* In cases where the county seeks to contract for a project or service whose goals, tasks or results are known, but for which the procedure or method of accomplishing same either may not be specified or is otherwise undetermined, a contract may be entered into by use of the request for proposal (RFP) procedure. Reasons for using the request for proposal procedure shall be approved by the director of purchasing prior to the commencement of this procedure. Professional service contracts that equal or exceed \$50,000.00, or as authorized in the most current Illinois Compiled Statutes, shall be subject to a request for proposal according to the selection process set forth in this division.
  - (2) *Request for proposals (RFP).* A request for proposals shall be issued and include all specifications or scope of services or scope of work, terms and conditions applicable to the procurement and any requirements of a Responsible Bidder for Public Works Projects, if applicable, and also a statement that said requirements may also be satisfied if the Responsible Bidder and Subcontractors are active members of the Northwestern Illinois Building and Construction Trades Council or the Associated Builders and Contractors.

- (3) *Public notice.* Reasonable time for the required public notice of the Request for Proposals shall be given of not less than ten (10) calendar days excluding county holidays prior to the date set forth therein for the submittal and opening of the proposals. For offers requiring a mandatory pre-proposal conference, the public notice must be published at least five (5) calendar days prior to the conference date. Such notice shall include publication in a newspaper of general circulation within the County of Winnebago, Illinois. The public notice shall state the project, place, submittal date and time of bid opening. All notices that are published in the newspaper shall be published concurrently on the county website.
  - (4) *Receipt of proposals.* Names of offerors will be read aloud in the presence of one or more witnesses and recorded on an abstract. Contents of the sealed proposals shall not be disclosed to any of the competition or offerors during the negotiation process. The abstract shall be open for public inspection only after the contract is awarded.
  - (5) *Evaluation factors.* The request for proposals shall state the relative importance of price and other evaluation factors.
  - (6) *Discussions with responsible offerors and revisions to proposals.* As provided in the request for proposals, discussions may be conducted only with the responsible offerors, whose submitted proposals are determined to be the most susceptible of being selected for award, for the purpose of clarification to assure full understanding and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals. Such revision may be permitted, after submissions and prior to award for the purpose of obtaining best and final offers.
  - (7) *Discussions with vendors on un-priced offers.* The director of purchasing may hold discussions with any bidder or offeror who submits an acceptable or potentially acceptable technical offer, before submission or at any time during the evaluation of the un-priced technical offers. During discussions, the director of purchasing shall not disclose any information derived from one un-priced technical offer to any other bidder or offeror. After discussions, the director of purchasing shall establish a closing date for receipt of final technical offers and shall notify, in writing, bidders or offerors submitting acceptable or potentially acceptable technical offers of the closing date.
  - (8) *Guarantees and warranties.* Terms and conditions of bidders', offerors' and manufacturers' guarantees and warranties will be considered in the evaluation of bids, proposals or quotes.
  - (9) *Award.* After submission and approval by the using department's appropriate committee and the county board, award will be made to the responsible offeror whose proposal conforms to the solicitation and is determined, in writing, to be in the best interests of the county based on the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made.
- (d) *Professional services selection process.*
- There will be circumstances where it will be necessary or advisable for the county to engage the services of independent professionals because of the county's requirement or need for such services determined on a project-specific basis. In such cases, it shall be the goal of the county to negotiate the lowest reasonable fees consistent with obtaining the highest possible quality of service and professional expertise from the service providers. Independent professional service providers shall be selected on the basis of their demonstrated competence and expertise relative to the services to be rendered, the cost of the services, and their demonstrated or perceived ability to work with county staff, elected officials, and where applicable, other units of government and members of the public.

The services may require mandatory or essential technical skills as well as, in some cases, professional licenses or certifications and are provided by accredited professionals in connection with defined assignments, which may result in the preparation of a report, the review and analysis of reports prepared by others, preparation of plans or specifications, recommendations of a particular course of action or policy, and include supervision of an activity such as construction.

(1) *Requirements for engagement of independent professionals.* The need or requirement of the county for the engagement of independent professional services shall be based on a determination that one or more of the following circumstances exist:

- The project requires an independent professional as a condition of federal, state or local law or regulation, or as a condition of a federal, state or other grant or intergovernmental agreement;
- The project requires specialized expertise or multiple areas of expertise not available from existing staff;
- County staff is not available for the project due to present or anticipated workload or other time constraints;
- The project requires a limited engagement where it is not cost-effective to hire new full-time staff to provide the necessary services or expertise; or
- An actual emergency exists where existing staff cannot effectively be deployed or mobilized due to the nature of the occurrence or time constraints.

(2) *Procedures for selection of independent professionals not subject to the Local Government Professional Services Selection Act, 50 ILCS 510/1 et seq.* Contracts for professional services that are less than \$10,000.00 may be awarded by department heads pursuant to rules promulgated by the director of purchasing. Contracts for professional services that are at least \$10,000.00 and less than \$50,000.00 may be awarded by department heads and/or the director of purchasing where there has been a competitive price quotation process and at least three (3) quotations for the services have been obtained prior to selection.

Contracts for professional services that equal or exceed \$50,000.00, or as authorized in the most current Illinois Compiled Statutes, shall be awarded after a competitive selection process that includes a request for proposals to provide the services, except in cases of actual emergency as set forth in this division.

(3) *Procedures for selection of independent professionals subject to the Local Government Professional Services Selection Act, 50 ILCS 510/1 et seq.* Professional services of architects, engineers and land surveyors are governed by the requirements of the Local Government Professional Services Selection Act, 50 ILCS 510/1 et seq. (the "Act"), and by state, federal and local policy, rules and regulations, depending upon the type of funding used. All professional service contracts or agreements for professional services using local funds for architectural, engineering or land surveying purposes, shall be subject to the Act. The use of state or federal funds for professional services shall be subject to the state and federal laws, policies, rules and regulations.

(e) *Sole source procurement.*

A contract may be awarded without competition when a department head determines, and director of purchasing concurs in writing, and it is not required by law, after conducting a good faith review of available sources, that the contract by its very nature is not suitable or feasible to competitive bids or proposals. Prior to the director of purchasing and responsible department head

conducting negotiations, as appropriate, as to price, delivery and terms, the contract shall be referred to the appropriate committee for approval of sole source procurement. Whenever the reason is determined it is not feasible, the reason shall be documented in the contract file. When a proposed sole source procurement exceeds the purchasing bid threshold, the County Administrator or the Chief Financial Officer must be consulted and they must also sign off on the written justification documentation for the contract file. County board award procedures, as detailed, must still be followed.

Examples of contracts which may not be suitable for competitive bids or proposals are contracts where:

- There is only one source for the required goods and supplies, equipment, service, or construction;
- A sole supplier's item is needed for trial use or testing;
- Products are bought for over-the-counter resale;
- Purchases of used equipment;
- Procurement of public utility services;
- Professional expert is requested;
- Systems or product maintenance due to licenses, warranty, compatibility or replacement parts; and
- Service or product availability is within limited geographic boundaries.

(f) *Emergency procurements.*

Notwithstanding any other provisions of this division, the procurement of goods, services, or construction items when there exists a threat to public health, welfare, or safety, or to prevent or minimize serious disruption of government services, shall be considered an "emergency". Emergency procurements shall be made with any competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be certified by the appropriate department head, or elected official forwarded to the director of purchasing, and included in the contract file. A confirming resolution, along with the written determination, shall be submitted to the county board for all emergency procurements of \$30,000.00 or more for goods, equipment and services, and for any professional services agreements; and \$35,000.00 or more for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services. Threshold is defined in the most current Illinois Compiled Statutes for county competitive bids. The director of purchasing shall negotiate with the supplier, to the extent practical, a contract in the best interest that must be reasonable considering the circumstances.

(g) *Cooperative joint purchasing.* Subject to applicable state statutes, the county may either participate in, sponsor, conduct, or administer a cooperative joint purchasing agreement for the procurement of goods, services, or construction with one or more public agencies. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between public procurement units and open-ended state public procurement unit contracts, federal contracts, which are made available to other public procurement units after having been bid by another public procurement unit where required. These cooperative purchases may be done



without the formality of bidding set forth in this division. County board award procedures as detailed must still be followed.

(1) *Cooperative use of goods and supplies and services.* To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services, the county may enter into an agreement independent of the other requirements of this division with any other public procurement unit for the cooperative use of goods and supplies and services under the terms agreed upon between the parties. Competition requirements shall be met with documented procurement actions using strategic sourcing, shared services, and other similar arrangements.

(2) *Joint use of facilities.* The county may enter into agreements for the common use or lease of warehouse space, maintenance facilities, capital equipment, and other facilities with another public procurement unit under the terms agreed upon between the parties.

(3) The county's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(h) *Solicitation amendments/addendums.*

(1) *Conditions for use.* If necessary, an amendment/addendum to a solicitation shall be issued to:

- Make changes in the solicitation
- Correct defects or ambiguities
- To furnish other bidders information provided one bidder if the information will assist the other bidders in submitting bids or the lack of information will prejudice the other bidders.

(2) *Distribution.* Addendums to solicitations will be identified as such and shall be sent to all persons to whom the solicitation was originally sent.

(3) *Receipt acknowledgement.* Addendums shall require the bidder to acknowledge receipt of any mandatory addendums by in their bid response on or before the scheduled date and time of the opening or due date.

(4) *Timeframe for vendor evaluation.* Addendums shall be issued in a reasonable period, and if a major change to the specification or requirements will be considered mandatory addendums, not less than five (5) calendar days before the due date to allow prospective bidders sufficient time to consider the mandatory addendums in preparing their bids. If the due date does not allow the bidder sufficient time to review the amendment, the due date may be extended. Due date extensions are not required on non-mandatory type of addendums.

(i) *Pre-bid and pre-proposal conferences.*

The county may conduct a pre-bid or pre-proposal conference within a reasonable time, but not less than five (5) days before the scheduled bid opening date, to explain the procurement requirements. Verbal statements made at the pre-bid conference which are not consistent with the written solicitation shall not be binding upon the county unless a written amendment is issued.

(j) *Pre-opening modification or withdrawal of bids/offers.*

(1) *Invitation for bid—Modification or withdrawal.* A bidder may modify or withdraw its bid at any time before the bid opening, if the sealed modification or withdrawal is received in writing

before the due date. A bidder or the bidder's authorized representative may withdraw the bid in person if, before the scheduled opening date, the identity of the individual requesting withdrawal is established and that person signs a receipt for their bid. A bid may not be withdrawn if the bid opening has begun. All documents concerning a modification or withdrawal of a bid shall be retained in the appropriate file.

- (2) *Request for proposal—Withdrawal.* A proposal may be withdrawn at any time before the scheduled opening date and time. An offeror or the offeror's authorized representative may withdraw the proposal in person if, before the scheduled opening date, the identity of the individual requesting withdrawal is established and that person signs a receipt for their proposal. A proposal may not be withdrawn if the offer opening has begun. All documents concerning a modification or withdrawal of a bid/offer shall be retained in the appropriate file.

(k) *Late bids/offers, late withdrawals and late modifications.*

A bid, offer, withdrawal, or modification is considered late by the county if it is received after the date and time set for the submission of such bids/offers. A late bid, late offer, late withdrawal, or late modification shall be rejected unless it would have been received on time but for the action or inaction of county personnel. Bidders submitting late bids, late offers, late withdrawals, or late modifications shall be notified of the rejection as soon as practicable. Documentation regarding a late bid, late offer, late withdrawal, or late modification shall be retained in the appropriate file.

(l) *Unidentified bids/offers.*

An unmarked envelope that does not identify a bid or bidder may be opened for the purpose of identification. Record shall be made on the envelope regarding the reason for its opening, date and time it was opened, the solicitation to which the bid or offer applies and the signature of the individual who opened the envelope. The envelope shall then be resealed and retained in the file until the scheduled bid date.

(m) *Mistakes in bids/offers.*

- (1) *Mistake discovered prior to bid/offer opening.* A bidder/offeror may correct mistakes discovered before the scheduled date and time for the bid/offer opening by withdrawing or correcting the bid/offer.
- (2) *Mistake discovered after bid/offer opening.* After bid/offer opening, a bid/offer mistake may not be corrected or withdrawn except in the following situations;
  - In the case of a mathematical error, the unit cost shall prevail and any corrections required due to an error of this nature shall be done by the county.
  - The director of purchasing may waive any minor (non-price) informalities in a bid/offer or allow the bidder/offeror to correct them if the revision is in the best interest of the county.
  - Corrections to a bid/offer shall be permitted only to the extent the bidder/offeror can show by clear and convincing evidence that a mistake of nonjudgmental character was made, the nature of the mistake and the bid/offer price actually intended. The director of purchasing may consult with the using department and appropriate committee chair prior to allowing the correction.
  - In lieu of bid/offer correction, a bidder/offeror alleging a material mistake of fact may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident or the bidder submits evidence that clearly and convincingly demonstrates that a mistake was made.

- The director of purchasing may consult with the using department and appropriate committee chair prior to allowing the bid withdrawal.

(3) *Mistake discovered after award.* Mistakes shall not be corrected after award of a contract except in cases where the director of purchasing makes a written determination that it would be unconscionable in not allowing correction of the error and upon approval from the appropriate committee and county board.

(4) *Written determination.* If a correction or withdrawal of a bid/offer after bid/offer opening is permitted or denied under this section, the director of purchasing shall prepare a written determination indicating the basis of the decision to approve or deny the correction or withdrawal. This section shall not preclude any offer modifications requested or allowed as part of a request for proposals process.

(n) *Only one bid/offer is received.*

If only one responsive bid/offer is received to a solicitation, bid or quote, an award may be made to the single bidder/offeror if the director of purchasing determines that the price submitted is fair and reasonable and that other prospective bidders/offerors had reasonable opportunity to respond or that there is not sufficient time for initiating another solicitation. Otherwise the director of purchasing may exercise the option to reject the bid/offer and seek bids/offers through a new solicitation process.

(o) *Tie bids.*

Tie bids are the lowest cost bids from responsive and responsible bidders that are identical in price. Award of tie bids will be determined as follows:

If the bids are equal in all respects, the award shall be made by a coin toss by the director of purchasing with one or more witnesses upon three days written notice to the bidders. Tie bidders will be afforded the opportunity to witness the coin toss, however, attendance is voluntary.

(p) *Confidential information.*

If a person believes a bid, proposal, offer, specification or protest submitted to the county contains either trade secrets or proprietary property, a statement should be included in the submission, which describes and supports their claim. The trade secrets or proprietary property must be specifically identified as the information considered confidential. Entire bid submissions shall not be eligible for consideration as confidential material. Trade secrets or proprietary property are exempt from inspection and copying under the FOIA. The county does not represent, warrant or guarantee that any information designated as trade secrets or proprietary property will in fact be so deemed by any court, and all bidders assume the risk that any and all information contained in a bid or proposal may not be exempt from disclosure under the Act. The county expressly disclaims all liability for such disclosure.

(q) *Cancellation of a solicitation.*

A solicitation may be cancelled or submitted bids or proposals may be rejected in whole or part as may be specified in the solicitation if it is in the best interests of the county. The reasons for such cancellation or rejection shall be included in the procurement file. Every solicitation issued by the county shall contain language stating the county's right to cancel the solicitation and to reject submitted bids or proposals.

(1) *Cancellation of a solicitation before the due date and time.* The director of purchasing has the authority to cancel a solicitation, in whole or part, before the due date and time if a determination is made that cancellation is in the best interests of the county. If a solicitation is cancelled before the required submittal date and time, notice of the cancellation shall be sent

to all persons to whom the solicitation had been distributed. The notice shall identify the solicitation and the reason for cancellation. Any received bids/proposals shall be returned unopened to the vendors.

- (2) *Cancellation of a solicitation after receipt of bids or proposals.* The director of purchasing has the authority to cancel a solicitation after receipt of bids or proposals, but before award, if a determination is made that cancellation is in the best interests of the county. A notice of cancellation shall be sent to all bidders or offeror's submitting bids or proposals.

Bids or proposals received for the cancelled solicitation shall be retained in the appropriate procurement file. If, within a reasonable time, the director of purchasing intends to issue a new solicitation for the same materials, services, equipment, supplies, construction or construction related services the proposals submitted under the cancelled solicitation may be withheld from public inspection upon written determination that this action is in the county's best interest. After award of the second solicitation, bids or proposals submitted in response to both solicitations may be open for public inspection.

(r) *Rejection of individual bids or proposals.*

A bid or proposal may be rejected if:

- The bidder is determined to be non-responsible.
- The bid is non-responsive.
- The proposed price is unreasonable.
- The bid or proposal is not in the best interests of the county.

Bidders or offeror's will be notified in writing of the rejection of their bids or proposals with a copy retained in the appropriate procurement file. The determination for rejection will be retained in the procurement file and shall be available for public inspection.

(s) *Responsibility of bidders and offerors.*

- (1) *Determination of vendor responsibility.* Before awarding a contract to a bidder or offeror, the director of purchasing will determine whether that bidder or offeror is responsible. The signature of the appropriate official authorized to execute the contract award signifies the bidder or offeror is responsible.

- (2) *Factors in determining responsibility.* Factors considered in determining whether a bidder or offeror is responsible are:

- The bidder's or offeror's resources in terms of financial, physical and personnel.
- The bidder's or offeror's record in terms of past performance, such as a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; a debt owed by the contractor to the county; or suspension or debarment by another governmental entity.
- Whether the bidder or offeror is legally qualified to do business with the county.
- Whether the bidder or offeror complied with requirements for submitting information regarding their responsibility.
- Whether the bidder or offeror met specific responsibility criteria established within the solicitation.
- Where a bidder or offeror fails to promptly supply information in connection with any inquiries concerning responsibility.

- The qualities of the products supplied, their conformity with the specifications, and their suitability to the requirements of the county.
  - Availability of support services.
  - Compatibility to existing equipment.
  - Delivery terms.
- (3) *Determination of a non-responsible bidder/offeror.* A determination of a non-responsible bidder or offeror shall be in writing by the director of purchasing outlining the basis of the determination and a copy shall be included in the procurement file.
- (4) *Notification to non-responsible bidder/offeror.* A notice shall be sent to the non-responsible bidder or offeror stating the basis of the determination.
- (5) *Dissemination of bidder/offeror information.* Information furnished by a bidder or offeror pursuant to this section shall not be disclosed outside of the purchasing department without the prior written consent by the bidder or offeror except in accordance with section on public access to procurement information.
- (6) *Bidder/offeror rights.* A finding of non-responsibility shall not be construed as a violation of the rights of any person.

(t) *Authorization for the use of electronic transmissions.*

The use of electronic media for all procurement procedures, including acceptance of electronic signatures, is authorized consistent with Illinois law for use of such media. The director of purchasing shall determine which solicitations and/or contracts are suitable for electronic transmissions, giving consideration to appropriate security to prevent unauthorized access to the bidding, approval and award processes; and accurate retrieval or conversion of electronic forms of such information into a medium which permits inspection and copying.

(u) *Bid security, contract performance and payment bonds.*

- (1) *Requirement for bid security.* Bid security may be required for contracts when provided by statute or when the director of purchasing determines it is in the county's best interests. Acceptable forms of security which may be submitted are: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Illinois; cash, certified check or cashier's check payable to the County of Winnebago (personal or company checks are not acceptable); an irrevocable letter of credit; or any other form of deposit issued by a financial institution and acceptable to the county.
- (2) *Amount of bid.* Bid security shall be in an amount not to exceed ten percent of the amount of the bid/offer. Terms of forfeiture shall be expressed in the bid document.
- (3) *Contract performance and payment bonds.* When a contract is awarded the required performance bonds or payment bonds, in the amount stated in the bid document, shall be delivered to the county and shall become binding on the parties upon the execution of the contract. Bid security, performance bonds or payment bonds shall not serve as a substitute for determining bidder responsibility.

(v) *Multi-year contracts.*

Multi-year contracts are limited to a specified period. Unless otherwise provided by law, a contract for supplies or services may be entered into for any specified period of time deemed to be in the best interests of the county, with optional renewals up to five (5) years, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds

are available for the first fiscal period at the time of contracting. However, the total contract term for any contract (except leases), including the time periods by which the contract is extended due to renewal, shall not exceed a maximum of five (5) years, unless approved by the county board, in specific circumstances and pursuant to Section 2-363(c). Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof, and copies of all contracts shall be submitted with annual budget requests.

The county shall cancel a contract due to unavailability of funds when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period.

*(w) Extension of bid/offer acceptance time.*

After opening of bids or offers, the director of purchasing may request, in writing, an extension of time during which the county may accept the bids or offers only from bidders or offerors meeting the stipulated submission date and time requirements of the solicitation. Subsequent to receipt of the county's extension request the bidder or offeror may withdraw their bid or offer, without penalty, through written notification to the director of purchasing. No other modifications shall be allowed.

*(x) Communication during the procurement process.*

In an effort to create a more competitive and unbiased procurement process, the county shall establish a single point of contact throughout the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all requests for clarification or additional information regarding the solicitation, or contact with county personnel concerning this solicitation or the evaluation process must only be through the purchasing department staff. Inquiries will be collected by purchasing department staff who will then submit the inquiries to the department head responsible for the procurement. Responses by the department head to the inquiries will be submitted to the purchasing department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other county employees, agents of the county or elected officials is permitted unless expressly authorized by the director of purchasing. A violation of this provision is cause for the county to reject the bidder's proposal. If it is later discovered that a violation has occurred, the county may reject any proposal or terminate any contract awarded pursuant to this solicitation.

*(y) Revenue generating contracts.*

Revenue generating contracts are agreements under which the county receives a commission from a vendor or other public entity for goods or services sold, such as a joint-purchasing agreement or vending contract. Departments should ensure that an agreement has been fully executed between the county and the vendor or public entity. The director of purchasing and/or state's attorney's office is required to be notified of any revenue generating agreements that are executed by department heads and/or elected officials.

*(z) Insurance requirements.*

For all contracts, the contractor and all subcontractors shall be required to maintain adequate insurance coverage for the duration of the contract. The director of purchasing shall determine the types and amounts of coverage that shall be required, as recommended by the county's insurance broker/risk consultants. The contractor shall have the county named as an additional insured and furnish the director of purchasing with satisfactory evidence of said insurance. The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the county, which

generally requires that the company be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher.

(aa) *Hold harmless clause.*

The successful bidder agrees to indemnify, save harmless and defend the County of Winnebago, Illinois its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by the contract upon award.

(bb) *Fiscal responsibility.*

The purchasing department shall first work cooperatively with the department head or elected official for the purchase of goods and supplies, equipment, services, construction, and professional services by obtaining any bids, offers or proposals. Then upon obtaining said bids, offers, proposals, and prior to the issuance of any purchase order, contract, change order or contract modification the department head or elected official shall verify that sufficient budgeted funds are available.

(cc) *County records retention.*

All determinations and other written records, emails and notes pertaining to the solicitation, award and performance of a contract shall be maintained for the county in the procurement records in the purchasing department. All procurement and contract records shall be retained and disposed of by the county in accordance with records retention guidelines and schedules approved by the State of Illinois Local Records Commission.

(dd) *Contractor record retention.*

For all contracts, the contractor and all sub-contractors shall be required to maintain adequate records appropriate to the type of contract, to retain such records for a minimum of three years from final payment unless otherwise specified in the solicitation, and to make such records available for inspection by the county upon reasonable terms consistent with state law. For contracts subject to the Illinois Prevailing Wage Act, the retention period shall be five years and the contractor shall also be required to submit certified payroll affidavits and to make such all payroll records available for inspection by the Illinois Department of Labor.

(ee) *Reporting of anticompetitive practices.*

When, for any reason, collusion or other anticompetitive practices are suspected among any bidders, a notice of the relevant facts shall be transmitted to the state's attorney.

(ff) *Technology purchases not suitable for competitive bid.*

The purchase of used computer hardware, used computer hardware maintenance, and used computer hardware support services shall not be required to be competitively procured. The purchases over \$35,000.00 may be authorized by the county board. The purchase of computer software, computer hardware, and computer databases that have been competitively procured and that require additional proprietary licensing, software integrations, software development, software maintenance, computer hardware maintenance, database maintenance, software support services, database support services and computer hardware support services are not suitable for competitive procurement and may be authorized for purchase.

(gg) *Request for information.*

The director of purchasing may issue a request for information to obtain data about services, equipment, materials, supplies, or construction and construction related services to meet a

specific county requirement. Sufficient public notice shall be provided in the same manner as stipulated in Sec. 2-357.

(hh) *Grant programs.*

Under certain grant programs the county acts as a third-party administrator of local, state and federal funds and does not procure goods and services for the county. The processing of a grant requisition is done to facilitate the method of payment and does not require any of the normal procurement procedures or approvals under this ordinance.

(ii) *Circumstance not suitable for bid.*

The following types of procurements are determined by the county board to be not suitable for competitive bidding, some as defined in 55 ILCS 5/5-1022(c): purchases of used equipment, purchases at auction, sole supplier's item needed for trial or testing, there is only one source for the required supply, services or construction item, purchases of regulated utility services or other services for which a tariff or set rates are published; purchases for which there has been a record of no competition, as evidenced by single bids, for four (4) consecutive years. Contracts awarded under this section shall not contain an automatic renewal clause.

(jj) *Noncompetitive procurement.*

There are specific circumstances in which noncompetitive and/or sole source procurement can be used. The director of purchasing and/or the responsible department head can conduct negotiations, as appropriate, as to price, delivery, and terms. Further, any contract that is initially determined to be noncompetitive procurement pursuant to this subsection, shall be referred to the appropriate committee for consideration and recommendation. Examples of Noncompetitive procurement not suitable for bidding are as follows:

- (1) The acquisition of property, supplies, construction or services, the aggregate dollar amount of which does not exceed the small purchase threshold;
- (2) The item is available only from a single, sole source;
- (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- (4) The federal awarding agency or pass-through entity expressly authorizes a non-competitive procurement in response to a written request from the non-federal entity;
- (5) A sole supplier's item is needed for trial use, sample or testing;
- (6) Products are for over-the-counter resale;
- (7) For the purchases of used equipment;
- (8) For the purchases done by auctions;
- (9) After a good faith effort of researching of a number of sources, competition is determined inadequate;
- (10) Specifics of a state or federal grant requirements; or
- (11) Revenue generating type of agreement.

(kk) *Geographical preferences prohibited.*

A non-federal entity (county) must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws.



When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

**Sec. 2-358. - Specification**

(a) *Responsibility for specifications.*

- (1) The director of purchasing or delegated using department shall prepare, revise, and monitor specifications for materials, supplies, services, equipment and construction or construction related services required by the county except that specifications for any public work involving professional engineering shall be prepared by a professional engineer.
- (2) Highway department may prepare specifications for construction and maintenance of highways, bridges, and culverts in accordance with IDOT standards.
- (3) Specifications for grant-funded contracts shall include all terms and conditions required by the grant, and it shall be the responsibility of the using department to furnish such terms and conditions for inclusion by the director of purchasing.
- (4) The director of purchasing shall retain authority to approve or disapprove all specifications.

(b) *Relationship with using departments.* The director of purchasing shall obtain expert advice and assistance from personnel of using departments in the development of specifications and may delegate to a using department the authority to submit its own specifications. The director of purchasing shall retain authority to approve or disapprove all specifications.

(c) *Maximum practicable competition.* All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the county's requirements and shall not be unduly restrictive. This policy applies to all specifications including but not limited to, those prepared for the county by architects, engineers, designers, and draftsmen.

**Sec. 2-359. - Appeals and remedies.**

(a) *Bid protests.*

- (1) Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the director of purchasing. Any protest must be submitted in writing within five (5) business days from the issuance of the solicitation, addendum, and notice of award or other decision by the purchasing department.
- (2) In the event of a timely protest under this section, the director of purchasing after consulting with the state's attorney shall determine whether it is in the best interests of the county to proceed with the solicitation or award of the contract.
- (3) When a protest is sustained and the protesting bidder should have been awarded the contract under the solicitation but is not, then the protesting bidder shall be entitled only to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.

(b) *Contract claims.* All claims by a contractor against the county relating to a contract, except bid protests, shall be submitted in writing to the director of purchasing. The contractor may request a conference with the director of purchasing on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

- (c) *Authority to settle bid protests and contract claims.*
- (1) The director of purchasing, after consultation with the state's attorney, is authorized to settle any procedural protest regarding the solicitation or award of a county contract prior to an appeal to the county board, or any committee thereof. The director of purchasing, after consulting with the state's attorney, is authorized to make recommendations on the settlement of any monetary claim to the appropriate committee of the county board for their consideration.
  - (2) If the protest or claim is not resolved by a mutual agreement, the director of purchasing shall promptly issue a decision in writing, and it shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights. The director of purchasing's decision shall be final and conclusive unless, within five business days from the date of receipt of the decision, the county board chairman receives a written appeal from the contractor.
  - (3) If the director of purchasing does not issue a written decision regarding any protest or claim within ten business days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.
- (d) *Appeal process.* Any actual or prospective bidder or contractor may appeal a decision of the director of purchasing regarding bid protests or contract claims to the county board chairman. The director of purchasing's decision shall be final and conclusive unless, within five (5) business days from the date of receipt of the decision the county board chairman receives a written appeal regarding the director of purchasing's decision. The county board chairman shall, in writing, render a decision within ten (10) business days. The decision of the county board chairman is final.
- (e) *Elected county officials.* Decisions and determinations made under this Section are subject to the review and approval of elected county officials as provided by state law.
- (f) *Procedure for non-compliance for purchases.*
- (1) *Procedure for non-compliance for purchases under \$30,000.00.* The county auditor shall not approve any payment for goods, supplies, services, or construction (except for professional services) unless such procurement was in compliance with the terms of this division. If the county auditor is requested to process any payment that is not in compliance with this division, the Auditor shall, after consultation with the state's attorney, promptly report such request and the nature of the non-compliance to the Chair of appropriate committee. If the purchase amount is \$30,000.00 or less (\$35,000.00 or less for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) and, if the procurement is not in violation of federal or state law, then the department head or elected official making the request of the auditor for payment, shall present the matter by resolution to the appropriate committee and the county board for its consideration. Threshold is defined in the most current Illinois Compiled Statutes for county competitive bids.
  - (2) *Procedure for non-compliance for purchases of professional services.* If the county auditor is requested to approve any payment for professional services in excess of \$50,000.00, that is not in compliance with this division, the auditor shall, after consultation with the state's attorney, promptly report such request and the nature of the non-compliance to the chair of the appropriate committee. If the state's attorney opines that the services sought constitute professional services under state law, and, if the procurement is not otherwise in violation of federal or state law, then the department head or elected official making the request of the

auditor for approval, shall present the matter by resolution to the appropriate committee and county board for its consideration.

- (3) *Procedures for non-compliance prior to bid opening or closing date for receipt of proposals.* If prior to the bid opening or the closing date for receipt of proposals, the director of purchasing determines that a solicitation is in violation of federal, state, or local law, then the solicitation shall be cancelled or revised to comply with applicable law.
  - (4) *Procedures for non-compliance prior to award.* If after bid opening or the closing date for receipt of proposals, the director of purchasing, after consultation with the state's attorney, determines that a solicitation or proposed award of a contract is in violation of federal, state, or local law, then the solicitation or proposed award shall be cancelled.
  - (5) *Procedures for non-compliance after award.* If, after an award, the director of purchasing, after consultation with the state's attorney, determines that solicitation or award of a contract was in violation of this division, then:
    - a. If the person awarded the contract has not acted fraudulently or in bad faith:
      1. The contract may be ratified and affirmed by the county board, provided it is determined that doing so is in the best interests of the county and provided that no violation of federal or state law has occurred in the procurement process; or
      2. The contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract prior to notification.
    - b. If the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interests of the county.
- (g) *Remedies for solicitations or awards in violation of law.*
- (1) *Prior to bid opening or closing date for receipt of proposal.* If, prior to the bid opening or the closing date for receipt of proposals, the director of purchasing determines that a solicitation is in violation of federal, state or local law, then the solicitation shall be canceled or revised to comply with applicable law.
  - (2) *Prior to award.* If after bid opening or the closing date for receipt of proposals, the director of purchasing determines that a solicitation or a proposed award of a contract is in violation of federal, state or local law then the solicitation or proposal award shall be canceled in accordance with this division.
  - (3) *After award.* If, after an award, the director of purchasing determines that a solicitation or award of a contract was in violation of applicable law, then:
    - a. If the person awarded the contract has not acted fraudulently or in bad faith, the contract may be terminated in accordance with the terms and conditions of the contract.
    - b. If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void.

**Sec. 2-360. - Debarment.**

- (a) *Prohibition to award contracts to parties debarred or suspended.* No contract may be awarded to parties listed on the federal government's Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the agency's office of inspector general, or on the county's own list of parties suspended or debarred from doing business with the county.

- (b) *Authority to debar.* After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the director of purchasing, after consultation with the state's attorney, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three (3) years. The causes for debarment include:
- (1) Criminal conviction for an incident related to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  - (2) Conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty which seriously and directly affect responsibility as a county contractor;
  - (3) Conviction under state or federal antitrust laws arising out of the submission or bids or proposals;
  - (4) Violation of contract provisions or a character which is regarded by the director of purchasing to be so serious as to justify debarment, including, but not limited to:
    - (a) Deliberate failure to perform the specifications or within the time limit provided in the contract; or
    - (b) A record within the previous five (5) years of failure to perform or to perform unsatisfactorily the terms of one or more contracts, excluding situations in which the lack of performance is caused by acts beyond the control of the contractor.
  - (5) Any other cause which the director of purchasing determines to be so serious and compelling as to affect responsibility as a county contractor, including debarment by any other governmental entity for any cause listed in this division; and
  - (6) For violation of the ethical standards set forth in this division.
- (c) *Decision to debar.* The director of purchasing shall issue a written decision to debar. The decision shall state the reasons for the action taken and inform the debarred person involved. A copy of said decision shall be provided to the county board chairman.
- (1) A copy of the decision required by this section shall be mailed or otherwise delivered by the director of purchasing to the debarred person within five (5) business days after such decision is made.
  - (2) A decision to debar shall be final. The debarred person shall have ten business days after receipt of the decision to submit a written appeal to the county board chairman for consideration by the appropriate committee. The debarred person shall be notified in writing of the time, date and location when the appeal shall be considered and shall be afforded a reasonable opportunity to state its position in writing, to submit evidence, to examine and cross-examine witnesses and to hire and be represented by counsel of its own choice. The appropriate committee shall issue its decision promptly, but in no event later than thirty (30) calendar days after conclusion of the hearing. The decision of the appropriate committee shall be final.

**Sec. 2-361. - Contract management policy.**

- (a) *Contract policy.* This section defines the parameters by which a county contract is created and defines the required administrative review process for managing county contracts. The purchasing department shall be responsible for ensuring that all contracts comply with applicable federal and state laws and internal procedures. All contracts entered into by the county, including original contracts, amendments, and extensions, may be signed only by the designated authority set forth

in this division, are subject to appropriate legal review, and must be stored and retained according to document retention policies unless specifically excluded by this or another policy adopted by the county board.

(b) *Definitions.*

- (1) *Contract compliance.* The process of reviewing and managing contracts and agreements that bind the county. Policies that determine how contracts will be processed fall under the responsibility of the county board and shall be enforced by county administration and administered through the purchasing department.
- (2) *Contract administration.* The ongoing process of ensuring that the terms and conditions of contracts are being implemented as agreed to by the parties. Contract administration is the responsibility of the purchasing department and the requesting department head or elected official. The department head or elected official is the individual responsible for promoting the contract, including ensuring that appropriate approval is obtained and, where required, the appropriate committee and county board approval.

(c) *Procedures.*

- (1) All proposed contracts must be submitted to the purchasing department for review and processing. The director of purchasing, upon completion of his/her review, may if deemed necessary, submit the contract to the state's attorney or his/her designee, to ensure that the contract meets all legal requirements.
- (2) If submitted to the state's attorney or his/her designee, for review, after an opinion has been rendered on the proposed contract, the director of purchasing will edit the language of the contract as suggested by the state's attorney or his/her designee and forward the revised draft contract to the department head or elected official to obtain approval as required by this division. If no legal opinion is requested, the director of purchasing will, upon completion of his/her review, forward the draft contract to the department head or elected official to obtain approval before proceeding, when required, to the appropriate committee and county board for approval.
- (3) After approval of the proposed contract is obtained, the director of purchasing will send the contract to the vendor for signature with instructions to return it to the purchasing department. Upon receipt of the signed contract, the director of purchasing shall be responsible to have the contract executed on behalf of the county and will advise the requesting department head or elected official when the contract has been duly executed and is in force.
- (4) The purchasing department will index and image the contract, ensuring access to it by the requester and other county officials. The original contract will be filed with the county clerk's office. A system will be put in place that will generate a notice to the originating department head or elected official months prior to the expiration of each contract to allow the original requester to begin the process of developing a new contract, if required.

- (d) *Types of contracts.* Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interests of the county may be used, provided that the use of a cost plus percentage of cost contract is prohibited. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the county than any other type or that it is impracticable to obtain the goods and supplies, equipment, services, or construction required except under such a contract.

- (e) *Multiple source contracting.* A multiple source award is an award of an indefinite quantity for one or more similar goods or services to more than one bidder. A multiple source award may be made when awards to two or more bidders for similar products is necessary for adequate economic delivery, service or product compatibility. Any multiple source award shall be made in accordance with this division, as applicable. Multiple source awards shall not be made when a single award will meet the county's needs without sacrifice of economy or service. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements of the county without sacrificing economy and service.

If a multiple source award is anticipated prior to issuing a solicitation, the county shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation. The director of purchasing shall make a determination setting forth the reasons for a multiple source award.

- (f) *Excluded contracts.* Unless mandated by the county board no employment or U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA) contracts will be held in the purchasing department nor will they be approved or negotiated by the director of purchasing.

**Sec. 2-362. - Contract execution.**

- (a) *Requisitions.* Prior to submission to the purchasing department, all requisitions shall be approved by the department head or elected official making the request or by an individual authorized by the department head or elected official.
- (b) *Fiscal responsibility.* The purchasing department shall first work cooperatively with the department head or elected official for the purchase of goods and supplies, equipment, services, construction, and professional services by obtaining any bids, offers or proposals. Then upon obtaining said bids, offers, proposals, and prior to the issuance of any purchase order, contract, change order or contract modification, the department head or elected official shall verify that sufficient budgeted funds are available.
- (c) *Authorization to issue bids or other solicitations.* The director of purchasing may issue bids or other solicitations for any goods and supplies, equipment, services, or construction for which funds have been specifically budgeted. Approval of the using departments appropriate committee making the request is required prior to any solicitation for any goods and supplies, equipment, services, or construction not specifically authorized in the budget, except those covered in this division.
- (d) *Review of contracts.* At the discretion of the director of purchasing, the state's attorney may review, prior to award, all contracts. This review shall not be required when the form and content of the contract documents has previously been approved by the state's attorney.
- (e) *Approval of contracts.*
  - (1) *Contracts of \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) (\$50,000.00 for professional services) or more.* The committee in charge of the using agency shall submit their recommendation on the award of a contract where the total cost of the contract exceeds \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) (\$50,000.00 for professional services), by resolution, to the county board for its consideration at its next meeting. After award by the county board, contracts shall be signed by the county board chairman or designee. Threshold is as defined in the most current Illinois Compiled Statutes for county competitive bids.

- (2) *Contracts of less than \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) (\$50,000.00 for professional services).* Department heads or elected officials (excluding county board members) may sign all contracts where the total cost of the contract is between \$10,000.00 and \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) (\$50,000.00 for professional services). Threshold is as defined in the most current Illinois Compiled Statutes for county competitive bids.
- (3) *Contracts involving a material alteration.* All contracts, regardless of cost, that will result in a material alteration shall be submitted to the appropriate committee, by resolution, to the county board for its consideration at its next meeting. After award by the county board, all such contracts shall be signed by the county board chairman.

**Sec. 2-363. - Contract changes.**

(a) *Change orders and contract modifications.*

- (1) All change orders and contract modifications shall be in writing. When the total of change orders, contract modifications or price adjustments on any contract approved by resolution of \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) (\$50,000.00 for professional services) or more exceeds twenty percent of the original contract amount, approval of the using agency and the appropriate committee and the county board is required. It is the approval responsibility of the requesting department to obtain a resolution from the county board authorizing such price adjustment before such price adjustment shall be effective. Threshold is as defined in the most current Illinois Compiled Statutes for county competitive bids.
- (2) When a change order or series of change orders authorize or necessitate an increase or decrease in either the cost of a contract by a total of \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) (\$50,000.00 for professional services), or more, or the time of completion by a total of thirty (30) calendar days or more, the department head or elected official shall make a determination in writing that:
  - a. The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or
  - b. The change is germane to the original contract as signed, or
  - c. The change order is in the best interests of the county and authorized by law.
  - d. The written determination and the written change order resulting from that determination shall be retained in the contract file which shall be available to the public for inspection.
- (3) When any change order or series of change orders for any public works contract authorizes or necessitates any increase in the contract price that is 50 percent or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is 50 percent or more of the original subcontract price, then the portion of the contract that is covered by the change order must be resubmitted for bidding in the same manner for which the original contract was bid.

- (4) The foregoing paragraph does not apply to highway department contracts relating to the planning, design, construction and maintenance of highways, bridges, and culverts, so long as the change orders, in the aggregate, do not exceed the total dollar amount previously approved by resolution of the county board; however where a change order will result in the aggregate of all change orders exceeding the total dollar amount as previously approved by the county board, such change order shall be subject to the procedures contained in paragraph [1]—[3] above.
  - (5) The director of purchasing or designee retains the right to get county board approval to sign all change orders and to consent to contract assignments. All such change orders shall be approved in writing by the head of the requesting department before execution of the change order by the director of purchasing. No change order may exceed the threshold set for sealed bids and cannot exceed a county board approved resolution. Additionally, the county engineer is authorized to sign change orders for projects relating to planning, design, construction and maintenance of highways, bridges, and culverts.
- (b) *Contract term and renewal.* Unless otherwise provided by law, a contract for goods or services may be entered into for any specified period of time deemed to be in the best interests of the county, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. However, the total contract term for any contract, including the time periods by which the contract is extended due to renewal, shall not exceed two (2) years, but may include an option to renew up to five years, unless a unique capital investment or other extenuating factors necessitate a longer contract period and it is approved by board resolution. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor.

The following governs contract renewals:

- (1) All contracts that contain an optional renewal clause shall be presented for approval with the total dollar value for the initial period of award.
  - (2) All requests for contract renewals shall originate from the using department in the form of a request indicating the desire for the renewal, the subsequent renewal term and the total dollar value for the renewal period.
  - (3) The request shall be submitted at least ninety (90) days prior to the expiration date of the current period.
  - (4) The purchasing department or using department will obtain contractor approval and submit the necessary correspondence for approval.
  - (5) All renewals shall be for the time period specified in the original contract document.
  - (6) All contracts containing renewal clauses shall not be presented to the appropriate committee and county board that exceed a total term of five (5) years unless approved in advance by the director of purchasing.
- (c) *Cancellation due to unavailability of funds in succeeding fiscal periods.* When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the vendor shall be informed in writing of the cancellation.



**Sec. 2-364. - Surplus and obsolete supplies.**

(a) *Disposal of surplus and obsolete supplies.*

- (1) All county departments shall submit to the director of purchasing and in such form as he/she shall prescribe, reports showing stocks of all supplies, materials and equipment which are no longer used or which have become obsolete, worn out or scrapped. The director of purchasing shall have the authority to transfer any such commodities which are unusable to another or other departments in lieu of filing requisitions for the purchase of new or additional stock of the same or similar materials.
- (2) The director of purchasing shall have the authority to sell all such supplies, materials and equipment which cannot be used by any department or which have been found not to be required for public use; or to exchange or trade-in such articles in part or full payment of new supplies, material or equipment of a similar nature.
- (3) The director of purchasing shall provide the county auditor a listing of all surplus supplies, materials and equipment transferred, sold or otherwise disposed of in accordance with this section.
- (4) The director of purchasing shall allocate net proceeds from the sale, lease, or disposal of surplus property back to the appropriate fund, with the assistance of the finance director.

Respectfully submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Keith McDonald, Chairman

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Keith McDonald, Chairman

\_\_\_\_\_  
Valerie Hanserd, Vice Chair

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Valerie Hanserd, Vice Chair

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John Butitta

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John Butitta

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Paul Arena

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Paul Arena

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Joe Hoffman

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Joe Hoffman

\_\_\_\_\_  
Jaime Salgado

\_\_\_\_\_  
Jaime Salgado

\_\_\_\_\_  
Michael Thompson

\_\_\_\_\_  
Michael Thompson

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Joseph V. Chiarelli, Chairman of the  
County Board of the  
County of Winnebago, Illinois

ATTEST:

\_\_\_\_\_  
Lori Gummow, Clerk of the  
County Board of the  
County of Winnebago, Illinois

**ORDINANCE  
OF THE  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2023 CO \_\_\_\_

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD, PAUL ARENA, AARON BOOKER, JOHN BUTITTA, JEAN CROSBY, JOHN GUEVARA, BRAD LINDMARK, KEVIN MCCARTHY, JOHN PENNEY, JOHN SWEENEY, MICHAEL THOMPSON, JIM WEBSTER, ANGELA FELLARS, VALERIE HANSERD, CHRISTOPHER SCROL, TIM NABORS, ANGIE GORAL, JAIME SALGADO, JOE HOFFMAN

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE VI, DIVISION 3  
OF THE WINNEBAGO COUNTY CODE OF ORDINANCES  
(PURCHASING ORDINANCE)**

**WHEREAS**, Chapter 2 of the County Code of Ordinances, Article VI, Division 3, sets forth various criteria for Centralized Purchasing; and

**WHEREAS**, the Winnebago County Board wishes to amend Sections of Chapter 2, Article VI, Division 3 of the Winnebago County Code of Ordinances; and

**WHEREAS**, the amendments to the Ordinance are a general update based upon the expertise and experience of the County’s Purchasing Department; and

**WHEREAS**, further, the amended Ordinance includes a definition of “Responsible Bidder for Public Works Projects” which requires a responsible bidder to participate in active apprenticeship and training programs; and

**WHEREAS**, the amended ordinance recognizes the County’s desire for responsible bidders so that it may maintain the public’s confidence in public works projects funded by the County ensuring a properly trained and competent work force.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, that Chapter 2, Article VI, Division 3 of the County Code of Ordinances be amended as follows:

### DIVISION 3. - CENTRALIZED PURCHASING SYSTEM

#### Sec. 2-326.- Short title.

This division may be cited as the “Purchasing Ordinance of Winnebago County.”

#### Sec. 2-327. - General provisions.

(a) *Policies and procedures.*

- (1) *Purpose.* The underlying purpose and policies of this division are to manage the procurement process in accordance with state statutes and federal rules and regulations; spend taxpayer money wisely and fairly; encourage fair and equitable treatment through broad-based competition; protect against fraud, favoritism, extravagance and corruption; obtain the best commodities and services at the lowest price practicable; make purchases which are in the best interest of the county; provide safeguards for the maintenance of a procurement system of quality and integrity; and meet the needs of the County of Winnebago, Illinois through continuous improvement of purchasing systems and procedures. To the extent permitted by law, the county will promote economic development by encouraging the participation of Winnebago County businesses, by providing equal opportunity for minority and women-owned businesses, and for veterans, and by applying environmentally sound practices in the procurement process.
- (2) *Applicability.* The purchasing ordinance is applicable to the procurement of materials, services, supplies, equipment, construction, construction related services and professional services, except for certain professional services as defined in section 2-357, by the county board except as specified below. These provisions shall apply to all expenditures of public funds by a county department for purchasing regardless of its source, except as otherwise provided by federal or state law, regulations, County of Winnebago Ordinance or county administrative policy. Procurements involving federal or state assistance will be conducted in accordance with any applicable mandatory state and/or federal law, rules or regulation or grant.
  - a. The following elected county officials have internal control over their offices, and therefore, are not subject to the county competitive bidding statute or purchasing ordinance:
    1. Auditor 55 ILCS 5/3-1004.
    2. County clerk 55 ILCS 5/3-2003.2.
    3. Recorder 55 ILCS 5/3-5005.2.
    4. State's attorney 55 ILCS 5/3-9005.
    5. Treasurer 55 ILCS 5/3-10005.
  - b. The following elected county offices have internal control over their offices except for purchases of equipment:
    1. Coroner 55 ILCS 5/3-3003.

2. Sheriff 55 ILCS 5/3-6018.
  - c. The following offices are not subject to the county competitive bidding statute or purchasing ordinance.
    1. Courts.
    2. Public defender.
    3. Regional office of education.
    4. Clerk of circuit court.
  - d. The county engineer shall be required to procure services, materials and equipment for road and bridge construction, maintenance, engineering, land acquisition and such other technical supplies, services and engineering equipment necessary to meet the operational obligations of the county engineer, as set forth in the Illinois Compiled Statutes.
  - e. Nothing in this division shall prevent any county department from complying with the terms and conditions of any grant, gift, bequest, or cooperative purchasing agreement that is otherwise consistent with law and this policy.
  - f. Purchasing records required under this Section shall be maintained by any county department to which procurement authority has been delegated and a copy of all such records, as appropriate, shall be provided to the purchasing department upon request.
- (3) *Public access to procurement information.* Procurement information shall be a public record as defined by the Illinois Freedom of Information Act, *being 5 ILCS 140/1 et seq.*
  - (4) *Requirement of good faith.* This division requires all parties involved in the negotiation, performance, or administration of county contracts to act in good faith.
  - (5) *Property rights.* Receipt of an invitation for bid (IFB), request for proposal (RFP) or other procurement document or submission of any response thereto, or other offer, confers no right to receive an award or contract, nor does it obligate the county in any manner.
  - (6) *Singular-plural gender rules.* Words in the singular number include the plural, and those in the plural include the singular. Words of a particular gender include any gender and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

**Sec. 2-328. - Severability.**

If any provision of this division or any application thereof to any person or circumstances is held invalid, such invalidity shall not affect the validity of the remaining provisions or application of this division.

**Sec. 2-329. - Repealer.**

All ordinances, resolutions, rules and regulations in conflict with this division are hereby repealed to the extent of their inconsistency.

**Sec. 2-330. - Savings clause.**

Nothing herein, hereby adopted shall be construed to affect any suit or proceeding now pending in a court of law or any cause or causes accrued or existing under any prior resolution or ordinance. Nor may any right or remedy of any character be lost, impaired or affected by this division.

**Sec. 2-331. - Effective date.**

This division shall become effective at 12:01 a.m. thirty (30) days after its adoption by the county board. ~~on May 10, 2018.~~

**Sec. 2-332. - Definitions.**

The words defined in this section shall have the meanings set forth below whenever they appear in this division.

*Architectural, engineering, and land surveying services.* Those professional services within the scope of practice of architecture, professional engineering, structural engineering, or land surveying, as defined by the laws of the State of Illinois.

*Best and final offer (BAFO).* Is a term used in bids to indicate that no further negotiation on the amount or terms is possible. It can also be a bid containing final pricing and deliverables submitted by bidding contractors based on the outcome of the negotiations conducted during the initial bid stage.

*Bid.* An advertised, open, competitive solicitation for prices that are opened publicly.

*Bid security.* A guaranty that the bidder will enter into a contract if an offer is presented within the specified period of time; bidder's failure to do so will result in forfeiture of the bid security.

*Bid tab.* Bid tabulations show each bidder's bid amount for each pay item in a contract. They are posted as soon as the authorized buyer certifies that a bid tab accurately reflects the bids received and publicly opened.

*Bidder's list.* A current database of potential vendors or contractors for each category of commodities and services repetitively purchased for county use.

*Business.* Any corporation, partnership, ~~limited~~ liability company, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

*Change order.* Written authorization directing a contractor to modify or change an existing purchase order or contract.

*Competitive proposals.* Purchases over the Simplified Acquisition Threshold (SAT). Formal solicitation required as well as fixed price cost-reimbursement contracts and is used when sealed bids are not appropriate. The contract should be awarded to the responsible firm whose proposal is most advantageous to the program, with pricing being one of the factors.

*Confidential information.* Any information which is available to an employee only because of the employee's status as an employee of the county or its agencies and is not a matter of public knowledge or available to the public via request pursuant to the Illinois Freedom of Information Act, being 5 ILCS 140/1 *et seq.*

*Construction.* The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

*Contract.* All types of agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, construction or professional services that are legally binding promises enforceable by law.

*Contract Employee. See Independent Contractor.*

*Contract file.* A record maintained in the purchasing department which may include a requisition, purchase order, contract documents and/or related correspondence.

*Contract modification.* Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

*Contract renewal.* Continuation of the contract for an additional period of time, under the original terms and conditions, when allowed by provisions for renewal, which were included in the original bid document. ~~If the bid document does not include provisions for renewal, any continuation of the contract would be considered a new contract and therefore must be re-bid.~~

*Contract-revenue generating.* Revenue generating contracts are agreements under which the county receives from a vendor either a commission or share in the profit generated from the sale of goods or services. Examples include vending machines, food service, and joint- purchasing agreements.

*Contractor.* Any person having a contract with the county or a using agency thereof.

*Cooperative joint purchasing.* Procurement or purchasing conducted by or on behalf of more than one governmental or public procurement unit.

*Cost plus percentage contracts.* Cost plus percentage of cost (CPPC) contracting shall not be used. Cost plus percentage of cost contracts demand the county to pay a fee that rises as the contractor's costs rise. It has been determined that this type of contract provides no incentive for the contractor to control costs and is thus improper. Any contract entered into utilizing cost plus percentage calculation shall be void.

*Cost-reimbursement ~~contract grant~~.* A contract under which a contractor is reimbursed for costs which are allocable in accordance with the contract terms and the provisions of this division, and a fee or profit, if any.

*County board chairman.* The county officer elected by the electors of the county to serve as chairman of the county board.

*County agency.* A county officer, employee, department, office, official, commission, county board, or agency whose purchasing authority is subject to the provisions of this division.

*Debarment.* The process of determining that a contractor is ineligible to receive contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois.

*Discussions.* Oral or written negotiations between the county or its agencies and an offeror during which information is exchanged about specifications, scope of work, terms, conditions and price set forth in the initial proposal. Communication with an offeror for the sole purpose of clarification does not constitute discussions.

*Elected official.* For the purposes of this division, elected official includes; clerk of the circuit court, county auditor, county board chairman, county board members, county clerk, county coroner, county treasurer, and county recorder, superintendent of the regional office of education, county sheriff and state's attorney. For purposes of this division, the Chief Judge of the 17th Judicial Circuit Court is also considered an elected official.

*Emergency purchase.* Procurement obtained in circumstances which include threats to public health or safety, where immediate repairs to county property are required to protect or prevent against further loss or damage, or where immediate action is needed to prevent or minimize serious disruption to county services.

*Employee.* An individual drawing a salary or wages from the county whether elected or not and providing services for the county, ~~and any individual performing uncompensated personal services for the county.~~

*Equipment.* Items that are purchased or used by the county that are not goods and supplies and which are not expendable except through depreciation or wear and tear, and which do not lose their identity or become integral parts of other items or installations.

FOIA. Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

~~F.O.B. Freight on Board.~~

*Goods and supplies.* All personal property relating to the maintenance, repair and operating materials necessary to sustain day-to-day county operations.

*Gratuity.* A payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

IDOT. Illinois Department of Transportation.

*Immediate Family.* Husband, wife, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, son-in-law, daughter-in-law, uncle, aunt, brother-in-law, and sister-in-law.

*Independent contractor.* A person hired to accomplish a given result who has the right to control or direct his, her or its own work as to details and means by which the desired results are achieved.

*Invitation for bids (IFB).* A formal request to prospective vendors soliciting price quotations or bids; contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions.

*Irresponsible bidder.* A bidder or prospective bidder who has failed to furnish, upon written request, proof of his/her responsibility; or who has, as a vendor or contractor with the county, repeatedly made slow or unsatisfactory deliveries; or who has violated, or attempted to violate, any provisions of this division.

*Local bidder.* A firm or individual who regularly maintains a place of business and transacts business in, or maintains an inventory of merchandise for sale in, or is licensed by, or pays business taxes to the county.

*Material Alteration.* Any construction, repair, reconstruction, rehabilitation, addition or improvement of a county owned, leased or rented building or structure, which appreciatively or significantly affects or influences its function, use or appearance.

*Materials.* Items or supplies required in the performance of day-to-day operations.



Micro Purchases. Purchase of materials, services, supplies, equipment construction and construction related services that are less than the small purchase threshold. Efforts should be made to distribute purchase equitably among qualified providers.

*Multi-year contracts.* Procurement contracts extending more than one (1) year.

*Multiple price quotation.* Where competitive selection is not required or cannot be utilized because of an emergency, a process of obtaining price information from at least three (3) sources or vendors prior to purchase.

Negotiations. The director of purchasing and responsible department head can conduct negotiations, as appropriate, as to price, delivery and terms.

*Notice to proceed.* Formal notification given to the contractor or vendor that officially begins the project.

*Person.* Any individual or group of individuals, business, union, contractor, firm, corporation, trustee, partnership, association, joint venture, committee, club or other entity.

*Procurement.* The buying, purchasing, renting, leasing, or otherwise acquiring of any goods, services, construction, or professional services. It also includes all functions that pertain to the obtaining of any goods, service, construction, or professional services, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Public Works Projects. Any fixed work construction, improvement or demolition by any public body that is funded or financed in whole or in part with public funds and as further defined in the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq.

*Purchasing card (P-card).* A payment method using a card issued by a bank or major credit card provider for county purchases.

*Professional service.* The service of a person possessing a high degree of professional skill where the ability or fitness of the person plays an important part and the primary reason for contracting with the person is the county's confidence, trust and belief in his or her talent and ability to perform the services. Professional services include, but are not limited to, appraisers, architects, engineers, accountants, land surveyors, psychologists, physicians, and other health professionals.

*Purchase order.* A written order signed and issued by the purchasing department directing a business to provide goods, services, construction or professional services on behalf of the county.

*Purchase requisition.* An internal document, by which a department sends, to the purchasing department, details of goods, supplies, services, equipment, construction, or professional services to meet its needs for a specific job.

*Purchasing agent.* The director of purchasing or any staff member of the purchasing department authorized to act as a purchasing agent for the county and shall be responsible for the procurement of materials, supplies, equipment, services, construction, construction related services and professional services, and processing contract and purchase orders.

Request for Information (RFI). All documents issued to vendors for the sole purpose of seeking information about the availability in the commercial market of equipment, supplies, services, construction, and construction related services.

*Request for Proposals (RFP).* A formal request to prospective vendors soliciting proposals and it contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions. Proposals are submitted in sealed envelope and opened privately. Vendors are selected based on a qualification based evaluation.

*Request for Qualification (RFQ).* Documentation requested for professional services including, but not limited to, a list of professional references and similar work performed.

*Request for Quotes/Quotations.* Informal pricing for the purchase of goods, supplies, services, equipment, construction or professional services. May be submitted by mail, written, by telephone (verbal quote), or email, and under the current purchase threshold.

*Requisition.* An electronic request issued by a county department head or his/her designee against available and approved funds authorizing the purchasing department to issue a purchase order on the department's behalf.

*Responsible Bidder or Offeror.* A person who has the capability in all respects to perform fully the contract requirements contained in the Invitation for Bids, has the capacity, facilities, equipment, and credit which will assure good faith performance, and has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.

~~*Responsible bidder or officer.* A person who has the capability in all requests to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.~~

*Responsive bidder.* A person who has submitted a bid which conforms in all material respects to the invitation for bid.

*Responsible Bidder for Public Works Projects:* A person (firm) who has the capability in all respects to perform fully the public works contract requirements, and the experience, personnel, reliability, facilities capacity, equipment, acceptable past performance and credit which will assure good faith performance. Responsible bidder for Public Works Projects means a bidder for public works projects advertised, awarded, and financed, in whole or in part, with county public funds, who meets all of the job specifications, including the following applicable criteria. Evidence of compliance is required for public works projects estimated to be over bidding threshold in value.

a. Certificates of insurance indicating the following coverages: general liability, workers' compensation, completed operations, and vehicle. Performance bonds, as required.

b. To qualify as a Responsible Bidder for Public Works Projects exceeding \$30,000.00, or as defined in the most current Illinois Compiled Statutes for small purchases, the Responsible Bidder and Subcontractors must be a member of an organization that participates in an active apprenticeship and training programs approved and registered with the U.S. Department of Labor's Office of Apprenticeship and Training, or its successor, for each of the trades of work contemplated under the awarded contract. The required evidence shall include, but is not limited to, a copy of all applicable apprenticeship standards or Apprenticeship Agreement(s) for any apprentice(s) who will perform work on the public works project.

c. Compliance with all provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. All contractors and sub-contractors, as determined by the contract, are required to turn in certified payrolls as specified in Illinois Public Act 94-0515, and follow all provisions of the Employee Classification Act, 820 ILCS 185/1 et seq.

d. Disclosure of the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project prior to the subcontractor commencing work on the Public Works project.

e. All bidders must provide three (3) projects of a similar nature as being performed in the immediate past five (5) years with the name, address, email, and telephone number of the contact person having knowledge of the project or three (3) references (name, address, email, and telephone number) with knowledge of the business practices of the contractor.

The provisions contained in the definitions of “Responsible Bidder” and “Responsible Bidder for Public Works Projects” shall not apply to grant, state or federally funded construction projects or Illinois Department of Transportation projects if such application would jeopardize the receipt or use of federal, state or grant funds in support of such project.

*Reverse auctions.* A reverse auction is a real-time bidding process taking place at a scheduled time and Internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods and services specified in the invitation for bid.

*Services.* The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

*Small purchase threshold.* The threshold established by the county at which public bids are not required.

*Small purchases.* Purchases that are at least \$10,000.00 and less than \$30,000.00, (less than \$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services), or as defined in the most current Illinois Compiled Statutes.

*Sole source procurement.* Any contract entered into without a competitive process, based on a written justification that only one known source exists or that only one single vendor or supplier can fulfill the particular requirements. However, any contract that is initially determined to be sole source, shall be referred to the appropriate committee for consideration and recommendation.

~~The situation resulting from the inability to obtain competitive bids, which may result because only one vendor or supplier possesses the unique ability to meet the particular requirements of the solicitation. Sole source procurement requires written justification from the requesting department explaining why there is only one source. Such justification will be reviewed by the director of purchasing for validity.~~

*Solicitation.* An invitation for bids or request for proposals or qualifications or request for quotes to provide materials, services, equipment, supplies or construction and construction related services and professional services.

*Specification.* Any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

*Stringing.* Dividing or fragmenting procurements in order to circumvent any of the provisions of this division. Stringing is the practice of issuing multiple purchase orders or requisitions for purchasing like items or services, with the intent to circumvent procurement policies.

*Subcontractor or supplier.* A vendor which enters into a contract with a prime contractor to provide goods or services pursuant to a contract between the prime contractor and the county.

*Surplus property.* Property including goods and supplies and equipment that exceeds the reasonably foreseeable needs of the county or no longer has any use to the county.

*Suspension.* Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12-month limit. It is usually used pending completion of an investigation or legal proceedings.

*Unauthorized purchase.* An unauthorized purchase occurs when the materials, services, or any expense is charged to the county by a person who has not been given such authority. Unauthorized purchases include procuring goods and supplies, equipment, construction, or services (including professional services) without following this ordinance. The individual making an unauthorized purchase may incur a personal obligation to the vendor or the county for the expense even though the goods and supplies, equipment, construction, or services (including professional services) are used for county business.

*Used equipment.* Equipment that: (a) has been in service for at least one-half of its commercially reasonable life, or if its life is less than 24 months, is at least one year old; or (b) is a floor or demonstration model that is offered at a price at least 25 percent below current market price; or (c) is otherwise determined by the director of purchasing on a case-by-case basis to be a bona fide used item.

*Using department or agency.* Any county department or agency requiring goods and supplies, equipment, services, construction, or professional services procured pursuant to this division.

#### **Sec. 2-333. - Director of purchasing.**

The director of purchasing shall serve as the purchasing agent for the county and shall be responsible for the procurement of materials, supplies, equipment, services, construction, construction related services and professional services in accordance with this division. The director of purchasing ~~and compensation~~ shall be recommended, appointed, disciplined or dismissed by the county administrator with the approval of the county board chairman. If no consensus can be reached between the county administrator and county board chairman related to the director of purchasing's employment, then it shall be subject to the advice and consent of the county board. The director of purchasing shall report to the Chief Financial Officer.

Before entering upon the duties of his office, the county director of purchasing shall execute a bond to the county in an amount to be prescribed by the county board, with sureties approved by the county board and which bond shall be conditioned as follows: That he shall faithfully perform all duties which are or may be required by law and county ordinance to be performed by him as county director of purchasing in the time and manner prescribed or to be prescribed by law and county ordinance; and when he shall be succeeded in office, shall surrender and deliver over to his successor in office all supplies, materials, equipment, books, papers, monies and other things belonging to the county and appertaining to his office, then the above bond shall void; otherwise to remain in full force and effect.

#### **Sec. 2-334. - Purchasing department duties.**

The purchasing department shall work cooperatively with all departments in making determinations relative to the purchase of goods and supplies, equipment, services, construction, and professional services. In accordance with this division and subject to the direction of the County of

Winnebago Board, the county board chairman, and the county administrator, and applicable provisions of state law, the purchasing department shall:

- (1) Procure or supervise the purchasing of materials, services, supplies, equipment, construction, construction related services and professional services required by the county with the exception of policies as determined by IDOT for the highway department.
- (2) ~~Be forwarded~~ Departments shall forward to the purchasing department suggested specifications for goods and supplies, equipment, services, construction, and professional services from county departments. The purchasing department shall finalize, issue, revise, maintain, and monitor the use of specifications required by the county except for specifications for any public work involving professional engineering shall be prepared by a professional engineer.
- (3) Obtain sSpecifications for construction and maintenance of highways, bridges and culverts, which shall be prepared by the county engineer. All specifications, including those prepared for the county by architects, engineers, designers and draftsmen, shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the county's needs, and shall not be unduly restrictive.
- (4) Execute contracts and purchase orders solicited through open competition for materials, equipment, services, supplies, construction, and construction related services and professional services required by the county.
- (5) Establish and maintain procedures for contract execution and administration, specification development, inspection and acceptance, in cooperation with the county departments using the materials, supplies, services, equipment, construction, construction related services and professional services.
- (6) Make written determinations as required by this division, specifying the facts supporting the determination, for retention in the permanent contract file.
- ~~(7) Have discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the director of purchasing shall consider the county's requirements, its resources, and the potential contractor's capabilities. The purchasing department shall include in the contract file a written statement setting forth the facts which led to the selection of a particular method of construction contracting management for each project.~~
- ~~(78)~~ Obtain expert advice and assistance from personnel of county departments in development of specifications.
- ~~(89)~~ Exercise supervision over inventories of goods belonging to the county.
- ~~(910)~~ Sell, trade, transfer, or otherwise dispose of surplus county property and equipment.
- (10) Review county departments' evaluation of their vendor's performance in order to determine potential suitability for future use by the county.

**Sec. 2-335. - Reserved.**

**Sec. 2-336. - Procedural rules and regulations.**

- (a) *Purchasing regulation and operational procedures.* Consistent with this division, in conjunction with the approval of the county board chairman and the county administrator, the director of

purchasing may adopt operational procedures, which relate to the execution of his/her duties. All such operational procedures shall be made available for public inspection.

As a matter of accounting procedure to ensure the county has accurate real time accounting records, department heads are required to use the purchasing module of the county's finance system for requisitioning materials, supplies, equipment, services, construction, construction related services and professional services, in order for the purchasing department to issue purchase orders for these transactions.

- (b) *Purchasing determinations.* The director of purchasing shall work cooperatively with all departments in making determinations relative to the purchase of good and services, equipment, services, construction and professional services. No department, office, agency, officer or employee of the county shall be empowered to execute any Purchase Order, Change Order, Agreement or Contract except as authorized by this ordinance.
- (c) *Specific delegation—Highway department.* The procurements as set forth below by the county's highway department need not be processed by the director of purchasing, however the highway department shall be subject to the requirements of this division and the regulations promulgated hereunder in making these procurements. However, federal, state, and IDOT procedures/requirements, and the Winnebago County Highway Department Policy for the Consultant Qualification Based Selection (QBS) Process shall have preeminence. Road and bridge construction, construction related services, engineering services, land acquisition, appraisal services, roadway materials and technical services necessary to meet the operational requirements of the county engineer.
- (d) *Purchasing records.* All records relating to a purchase shall be maintained by the county department to which procurement authority has been delegated and a copy of all such records shall be provided to the purchasing department upon selection of a vendor.

**Secs. 2-337, 2-338. - Reserved**

**Sec. 2-339. - Duties of the state's attorney.**

The state's attorney or his/her designee shall serve as legal counsel and provide necessary legal services to the director of purchasing. Bid specifications, requests for proposals and contracts may be reviewed by the state's attorney before dissemination or execution, should that review, in the opinion of the director of purchasing, be necessary.

**Secs. 2-340—2-347. - Reserved.**

**Sec. 2-348. - Availability of funds.**

Except in emergencies, as described in section 2-357, no notice of award of contract shall be issued, no contract shall be signed, and no open market purchase order shall be issued, until the county auditor shall have certified that the unexpended balance, in the proper appropriation for the expenditure account concerned, is sufficient to defray the amount of such contract or purchase order.

**Sec. 2-349. - Unlawful purchases.**

Except as otherwise provided by law, if any agency purchases or contracts for any supplies, materials, equipment or contractual services contrary to the provisions of this division, such purchase order or contract shall be void and have no legal effect.



It shall be unlawful for any agency to split its requirements for supplies, materials, equipment and contractual services in order to evade the provisions of section 2-357.

**Sec. 2-350. - Personal purchases.**

No purchases of supplies or equipment for the personal use of an official, agency head or employee of the county shall be made by the county director of purchasing.

**Sec. 2-351. - Conflict of interest; acceptance of gratuities, penalties.**

- (a) Neither the county director of purchasing, nor any full-time county employee or elected official, shall participate directly or indirectly in a procurement when they know that:
  - ~~(b) —(1)~~ They or any member of their immediate family has a financial interest pertaining to the procurement or purchase.
  - ~~(c) —(2)~~ A business or organization in which they, or any member of their immediate family, has a financial interest pertaining to the procurement.
- ~~(b)~~ Neither the county purchasing director, nor any county employee or elected official shall accept any payment, gratuity, or offer of employment as an inducement for the award of a contract or an order.
- ~~(c)~~ Any person violating subsections (a) and (b) above shall be subject to disciplinary action up to and including discharge, as provided under the County's current Ethics and Business Conduct Ordinance/Policy.
- ~~(d)~~ The offer or delivery of any such gratuity to any elected official or employee of the county by any vendor or contractor, shall be cause for declaring such individual or firm to be an irresponsible bidder, and for debarring him/her from the bidder's list.

**Sec. 2-352—2-356. - Reserved.**

**Sec. 2-357. - Source selection and contract formation.**

- (a) Purchases below Simplified Acquisition Threshold. ~~competitive bidding threshold~~.
  - (1) ~~—Simplified Acquisition Threshold (SAT). Competitive bidding.~~—The ~~competitive bidding~~ simplified acquisition threshold for the purpose of this division is established at the level of ~~\$25,000~~\$30,000 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) or as defined in the most current Illinois Compiled Statutes for county competitive bids.
  - (2) *Micro purchases*. Micro purchases are defined as procurement of materials, services, supplies, equipment, construction or construction related services that are less than ~~\$5,000.00~~ \$10,000.00. There is no requirement to obtain competitive quotes but efforts should be made to distribute purchases equitably among qualified providers.
  - (3) ~~—~~Small purchases. Small purchases are procurement of materials, services, supplies, equipment, construction or construction related services that are at least ~~\$5,000.00~~ \$10,000.00 and less than the Simplified Acquisition Threshold ~~competitive bidding threshold~~ of ~~\$25,000.00~~ \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) or as defined in the most current Illinois Compiled Statutes for county competitive bids, may be awarded by department heads and/or the director of purchasing where there has been a competitive price quotation process and at least three (3) informal quotations have been sought prior to selection. No formal bids shall be

required. The results of the quotes shall be reported to and/or made available for inspection by the county auditor.

(4) —Informal procurement methods when using federal funds. When the value of the procurement for property, goods or services does not exceed the Simplified Acquisition Threshold, formal procurement methods are not required. The non-federal entity (county) may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost.

~~(4)~~ (5) Artificial division or fragmentation prohibited. Procurements shall not be artificially divided or fragmented (stringing) so as to fall below the ~~competitive bidding~~ Simplified Acquisition Threshold in order to circumvent any bidding or competitive selection process and procedures described in this division.

(b) *Competitive bidding.*

(1) *Conditions for use.* All procurements whose value equals or exceeds the Simplified Acquisition Threshold ~~competitive bidding threshold~~ of ~~\$25,000.00~~ \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) or as defined in the most current Illinois Compiled Statutes for county competitive bids, shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for proposals), 2-357(d) (Professional services selection process), 2-357(e) (Sole ~~S~~-source procurement), 2-357(f) (Emergency procurements), 2-357(g) (Cooperative joint purchasing) or as provided by state statute.

(2) *Invitation for bids (IFB).* The method of procurement is selected by the cost or the nature of the procurement. An invitation for bids (IFB) solicitation shall be issued and include all specifications, terms and conditions applicable to the procurement.

(3) *Public notice.* Reasonable time for the required public notice of the invitation for bids shall be given of not less than ten calendar days excluding county holidays prior to the date set forth therein for the submittal and opening of bids. For bids requiring a mandatory pre-bid conference, the public notice must be published at least five (5) calendar days prior to the conference date. Such notice shall include publication in a newspaper of general circulation within the County of Winnebago, Illinois. The public notice shall state the project, place, submittal date and time of bid opening. All notices that are published in the newspaper shall be published concurrently on the county website

(4) *Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The name of each bidder, bid amount and the relevant information the director of purchasing deems appropriate shall be read aloud and recorded on an abstract bid tab. The abstract bid tab shall be available for public inspection for a reasonable period of time.

(5) *Late bids.* No bids received after the time specified in the invitation for bids will be considered, as it is the responsibility of the bidder to ensure the bid is delivered according to the requirements stated in the solicitation. All bids received after the specified time will be returned unopened to the bidder.

(6) *Acceptance and evaluation of bids.* Bids shall be unconditionally accepted without alteration or correction, except as authorized by this division. Bids shall be evaluated to determine which bidder offers the lowest cost to the county in accordance with the evaluation criteria set forth in the solicitation. ~~Only objectively measurable criteria set forth in the invitation for bids shall be applied in determining the lowest responsive bidder.~~ In determining the lowest Responsive



and Responsible bidder, the purchasing department will evaluate ~~Examples of such~~ criteria including, ~~e~~ but are not limited to, quality of the product supplied, the product's conformity with the specifications, suitability of the product to the requirements of the county, availability of support services, uniqueness of the service, materials, equipment or supplies, compatibility to existing equipment, delivery terms, discounts, transportation costs, and total or life cycle costs. The invitation for bids and this Ordinance shall set forth the evaluation criteria to be used. Alternative bids may be considered and accepted, only if provisions authorizing such offers are specifically stated in the invitation for bids solicitation.

- (7) *Award.* Upon submittal and approval from the using department's appropriate committee and county board, the contract shall be awarded by a purchasing department notice to the lowest Responsive and Responsible bidder. ~~whose bid meets the requirements and criteria set forth in the invitation for bids.~~ All contractually required documentation will be required prior to any notice to proceed.

(c) *Request for proposals (RFP).*

- (1) *Conditions for use.* In cases where the county seeks to contract for a project or service whose goals, tasks or results are known, but for which the procedure or method of accomplishing same either may not be specified or is otherwise undetermined, a contract may be entered into by use of the request for proposal (RFP) procedure. Reasons for using the request for proposal procedure shall be approved by the director of purchasing prior to the commencement of this procedure. Professional service contracts that equal or exceed \$50,000.00, or as authorized in the most current Illinois Compiled Statutes, shall be subject to a request for proposal according to the selection process set forth in this division.
- (2) *Request for proposals (RFP).* A request for proposals shall be issued and include all specifications or scope of services or scope of work, terms and conditions applicable to the procurement and any requirements of a Responsible Bidder for Public Works Projects, if applicable, and also a statement that said requirements may also be satisfied if the Responsible Bidder and Subcontractors are active members of the Northwestern Illinois Building and Construction Trades Council or the Associated Builders and Contractors.
- (3) *Public notice.* Reasonable time for the required public notice of the Request for Proposals shall be given of not less than ten (10) calendar days excluding county holidays prior to the date set forth therein for the submittal and opening of the proposals. For offers requiring a mandatory pre-proposal conference, the public notice must be published at least five (5) calendar days prior to the conference date. Such notice shall include publication in a newspaper of general circulation within the County of Winnebago, Illinois. The public notice shall state the project, place, submittal date and time of bid opening. All notices that are published in the newspaper shall be published concurrently on the county website.
- (4) *Receipt of proposals.* Names of offerors will be read aloud in the presence of one or more witnesses and recorded on an abstract. Contents of the sealed proposals shall not be disclosed to any of the competition or offerors during the negotiation process. The abstract shall be open for public inspection only after the contract is awarded.
- (5) *Evaluation factors.* The request for proposals shall state the relative importance of price and other evaluation factors.
- (6) *Discussions with responsible offerors and revisions to proposals.* As provided in the request for proposals, discussions may be conducted only with the responsible offerors, whose submitted proposals are determined to be the most susceptible of being selected for award, for the purpose of clarification to assure full understanding and responsiveness to the

solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals. Such revision may be permitted, after submissions and prior to award for the purpose of obtaining best and final offers.

(7) Discussions with vendors on un-priced offers. The director of purchasing may hold discussions with any bidder or offeror who submits an acceptable or potentially acceptable technical offer, before submission or at any time during the evaluation of the un-priced technical offers. During discussions, the director of purchasing shall not disclose any information derived from one un-priced technical offer to any other bidder or offeror. After discussions, the director of purchasing shall establish a closing date for receipt of final technical offers and shall notify, in writing, bidders or offerors submitting acceptable or potentially acceptable technical offers of the closing date.

(8) Guarantees and warranties. Terms and conditions of bidders', offerors' and manufacturers' guarantees and warranties will be considered in the evaluation of bids, proposals or quotes.

(9) *Award.* After submission and approval by the using department's appropriate committee and the county board, award will be made to the responsible offeror whose proposal conforms to the solicitation and is determined, in writing, to be in the best interests of the county based on the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made.

(d)  ~~)~~ — *Professional services selection process.*

There will be circumstances where it will be necessary or advisable for the county to engage the services of independent professionals because of the county's requirement or need for such services determined on a project-specific basis. In such cases, it shall be the goal of the county to negotiate the lowest reasonable fees consistent with obtaining the highest possible quality of service and professional expertise from the service providers. Independent professional service providers shall be selected on the basis of their demonstrated competence and expertise relative to the services to be rendered, the cost of the services, and their demonstrated or perceived ability to work with county staff, elected officials, and where applicable, other units of government and members of the public.

The services may require mandatory or essential technical skills as well as, in some cases, professional licenses or certifications and are provided by accredited professionals in connection with defined assignments, which may result in the preparation of a report, the review and analysis of reports prepared by others, preparation of plans or specifications, recommendations of a particular course of action or policy, and include supervision of an activity such as construction.

(1) *Requirements for engagement of independent professionals.* The need or requirement of the county for the engagement of independent professional services shall be based on a determination that one or more of the following circumstances exist:

- The project requires an independent professional as a condition of federal, state or local law or regulation, or as a condition of a federal, state or other grant or intergovernmental agreement;
- The project requires specialized expertise or multiple areas of expertise not available from existing staff;
- County staff is not available for the project due to present or anticipated workload or other time constraints;

- The project requires a limited engagement where it is not cost-effective to hire new full-time staff to provide the necessary services or expertise; or
- An actual emergency exists where existing staff cannot effectively be deployed or mobilized due to the nature of the occurrence or time constraints.

(2) *Procedures for selection of independent professionals not subject to the Local Government Professional Services Selection Act, 50 ILCS 510/1 et seq.* Contracts for professional services that are less than ~~\$5,000.00~~ \$10,000.00 may be awarded by department heads pursuant to rules promulgated by the director of purchasing. Contracts for professional services that are at least ~~\$5,000.00~~ \$10,000.00 and less than \$50,000.00 may be awarded by department heads and/or the director of purchasing where there has been a competitive price quotation process and at least three (3) quotations for the services have been obtained prior to selection.

Contracts for professional services that equal or exceed \$50,000.00, or as authorized in the most current Illinois Compiled Statutes, shall be awarded after a competitive selection process that includes a request for proposals to provide the services, except in cases of actual emergency as set forth in this division.

(3) *Procedures for selection of independent professionals subject to the Local Government Professional Services Selection Act, 50 ILCS 510/1 et seq.* Professional services of architects, engineers and land surveyors are governed by the requirements of the Local Government Professional Services Selection Act, 50 ILCS 510/1 et seq. (the "Act"), and by state, federal and local policy, rules and regulations, depending upon the type of funding used. All professional service contracts or agreements for professional services using local funds for architectural, engineering or land surveying purposes, shall be subject to the Act. The use of state or federal funds for professional services shall be subject to the state and federal laws, policies, rules and regulations.

(e) Sole source procurement.

A contract may be awarded without competition when a department head determines, and director of purchasing concurs in writing, and it is not required by law, after conducting a good faith review of available sources, that the contract by its very nature is not suitable or feasible to competitive bids or proposals. Prior to the director of purchasing and responsible department head conducting negotiations, as appropriate, as to price, delivery and terms, the contract shall be referred to the appropriate committee for approval of sole source procurement. Whenever the reason is determined it is not feasible, the reason shall be documented in the contract file. When a proposed sole source procurement exceeds the purchasing bid threshold, the County Administrator or the Chief Financial Officer must be consulted and they must also sign off on the written justification documentation for the contract file. County board award procedures, as detailed, must still be followed.

Examples of contracts which may not be suitable for competitive bids or proposals are contracts where:

- There is only one source for the required goods and supplies, equipment, service, or construction;
- A sole supplier's item is needed for trial use or testing;
- Products are bought for over-the-counter resale;
- Purchases of used equipment;
- Procurement of public utility services;

- Professional expert is requested;
- Systems or product maintenance due to licenses, warranty, compatibility or replacement parts; and
- Service or product availability is within limited geographic boundaries.

(f) ~~Emergency procurements.~~

Notwithstanding any other provisions of this division, the procurement of goods, services, or construction items when there exists a threat to public health, welfare, or safety, or to prevent or minimize serious disruption of government services, shall be considered an "emergency". Emergency procurements shall be made with any competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be certified by the appropriate department head, or elected official forwarded to the director of purchasing, and included in the contract file. A confirming resolution, along with the written determination, shall be submitted to the county board for all emergency procurements of ~~\$25,000~~ \$30,000.00 or more for goods, equipment and services; and for any professional services agreements; and \$35,000.00 or more for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services. Threshold is defined in the most current Illinois Compiled Statutes for county competitive bids. The director of purchasing shall negotiate with the supplier, to the extent practical, a contract in the best interest that must be reasonable considering the circumstances.

(g) *Cooperative joint purchasing.* Subject to applicable state statutes, the county may either participate in, sponsor, conduct, or administer a cooperative joint -purchasing agreement for the procurement of goods, services, or construction with one or more public agencies. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between public procurement units and open-ended state public procurement unit contracts, federal contracts, which are made available to other public procurement units after having been bid by another public procurement unit where required. These cooperative purchases~~d~~ may be done without the formality of bidding set forth in this division. County board award procedures as detailed must still be followed.

- (1) *Cooperative use of goods and supplies and services.* To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services, the county may enter into an agreement independent of the other requirements of this division with any other public procurement unit for the cooperative use of goods and supplies and services under the terms agreed upon between the parties. Competition requirements shall be met with documented procurement actions using strategic sourcing, shared services, and other similar arrangements.
  - (2) *Joint use of facilities.* The county may enter into agreements for the common use or lease of warehouse space, maintenance facilities, capital equipment, and other facilities with another public procurement unit under the terms agreed upon between the parties.
  - (3) The county's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of

lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(h) *Solicitation amendments/addendums.*

- (1) *Conditions for use.* If necessary, an amendment/addendum to a solicitation shall be issued to:
  - Make changes in the solicitation
  - Correct defects or ambiguities
  - To furnish other bidders information provided one bidder if the information will assist the other bidders in submitting bids or the lack of information will prejudice the other bidders.
- (2) *Distribution.* Addendums Amendments to solicitations will be identified as such and shall be sent to all persons to whom the solicitation was originally sent.
- (3) *Receipt acknowledgement.* Addendums Amendments shall require the bidder to acknowledge receipt of the ~~any mandatory addendums amendment~~ by in their bid response on or before the scheduled date and time of the opening or due date.
- (4) *Timeframe for vendor evaluation.* Addendums Amendments shall be issued in a reasonable period, and if a major change to the specification or requirements will be considered mandatory addendums, not less than five (5) calendar days before the due date to allow prospective bidders sufficient time to consider the ~~mandatory addendums amendment~~ in preparing their bids. If the due date does not allow the bidder sufficient time to review the amendment, the due date may be extended. Due date extensions are not required on non-mandatory type of addendums.

(i) ~~Pre-bid and pre-proposal conferences.~~

The county may conduct a pre-bid or pre-proposal conference within a reasonable time, but not less than five (5) days before the scheduled bid opening date, to explain the procurement requirements. Verbal statements made at the pre-bid conference which are not consistent with the written solicitation shall not be binding upon the county unless a written amendment is issued.

(j) *Pre-opening modification or withdrawal of bids/offers.*

- (1) *Invitation for bid—Modification or withdrawal.* A bidder may modify or withdraw its bid at any time before the bid opening, if the sealed modification or withdrawal is received in writing before the due date. A bidder or the bidder's authorized representative may withdraw the bid in person if, before the scheduled opening date, the identity of the individual requesting withdrawal is established and that person signs a receipt for their bid. A bid may not be withdrawn if the bid opening has begun. All documents concerning a modification or withdrawal of a bid shall be retained in the appropriate file.
- (2) *Request for proposal—Withdrawal.* A proposal may be withdrawn at any time before the scheduled opening date and time. An offeror or the offeror's authorized representative may withdraw the proposal in person if, before the scheduled opening date, the identity of the individual requesting withdrawal is established and that person signs a receipt for their proposal. A proposal may not be withdrawn if the offer opening has begun. All documents concerning a modification or withdrawal of a bid/offer shall be retained in the appropriate file.

(k) ~~Late bids/offers, late withdrawals and late modifications.~~

A bid, offer, withdrawal, or modification is considered late by the county if it is received after the date and time set for the submission of such bids/offers. A late bid, late offer, late withdrawal, or

late modification shall be rejected unless it would have been received on time but for the action or inaction of county personnel. Bidders submitting late bids, late offers, late withdrawals, or late modifications shall be notified of the rejection as soon as practicable. Documentation regarding a late bid, late offer, late withdrawal, or late modification shall be retained in the appropriate file.

(l) — *Unidentified bids/offers.*

An unmarked envelope that does not identify a bid or bidder may be opened for the purpose of identification. Record shall be made on the envelope regarding the reason for its opening, date and time it was opened, the solicitation to which the bid or offer applies and the signature of the individual who opened the envelope. The envelope shall then be resealed and retained in the file until the scheduled bid date.

(m) — *Mistakes in bids/offers.*

(1) *Mistake discovered prior to bid/offer opening.* A bidder/offeror may correct mistakes discovered before the scheduled date and time for the bid/offer opening by withdrawing or correcting the bid/offer.

(2) *Mistake discovered after bid/offer opening.* After bid/offer opening, a bid/offer mistake may not be corrected or withdrawn except in the following situations;

- In the case of a mathematical error, the unit cost shall prevail and any corrections required due to an error of this nature shall be done by the county.
- The director of purchasing may waive any minor (non-price) informalities in a bid/offer or allow the bidder/offeror to correct them if the revision is in the best interest of the county.
- Corrections to a bid/offer shall be permitted only to the extent the bidder/offeror can show by clear and convincing evidence that a mistake of nonjudgmental character was made, the nature of the mistake and the bid/offer price actually intended. The director of purchasing may consult with the using department and appropriate committee chair prior to allowing the correction.
- In lieu of bid/offer correction, a bidder/offeror alleging a material mistake of fact may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident or the bidder submits evidence that clearly and convincingly demonstrates that a mistake was made.
- The director of purchasing may consult with the using department and appropriate committee chair prior to allowing the bid withdrawal.

(3) *Mistake discovered after award.* Mistakes shall not be corrected after award of a contract except in cases where the director of purchasing makes a written determination that it would be unconscionable in not allowing correction of the error and upon approval from the appropriate committee and county board.

(4) *Written determination.* If a correction or withdrawal of a bid/offer after bid/offer opening is permitted or denied under this section, the director of purchasing shall prepare a written determination indicating the basis of the decision to approve or deny the correction or withdrawal. This section shall not preclude any offer modifications requested or allowed as part of a request for proposals process.

(n) — *Only one bid/offer is received.*

If only one responsive bid/offer is received to a solicitation, bid or quote, an award may be made to the single bidder/offeror if the director of purchasing determines that the price submitted is fair



and reasonable and that other prospective bidders/offerors had reasonable opportunity to respond or that there is not sufficient time for initiating another solicitation. Otherwise the director of purchasing may exercise the option to reject the bid/offer and seek bids/offers through a new solicitation process.

(o) *—Tie bids.*

Tie bids are the lowest cost bids from responsive and responsible bidders that are identical in price. Award of tie bids will be determined as follows:

If the bids are equal in all respects, the award shall be made by a coin toss by the director of purchasing with one or more witnesses upon three days written notice to the bidders. Tie bidders will be afforded the opportunity to witness the coin toss, however, attendance is voluntary.

(p) *—Confidential information.*

If a person believes a bid, proposal, offer, specification or protest submitted to the county contains either trade secrets or proprietary property, a statement should be included in the submission, which describes and supports their claim. The trade secrets or proprietary property must be specifically identified as the information considered confidential. Entire bid submissions shall not be eligible for consideration as confidential material. Trade secrets or proprietary property are exempt from inspection and copying under the [FOIA, Illinois Freedom of Information Act \(the "Act"\)](#). The county does not represent, warrant or guarantee that any information designated as trade secrets or proprietary property will in fact be so deemed by any court, and all bidders assume the risk that any and all information contained in a bid or proposal may not be exempt from disclosure under the Act. The county expressly disclaims all liability for such disclosure.

(q) *—Cancellation of a solicitation.*

A solicitation may be cancelled or submitted bids or proposals may be rejected in whole or part as may be specified in the solicitation if it is in the best interests of the county. The reasons for such cancellation or rejection shall be included in the procurement file. Every solicitation issued by the county shall contain language stating the county's right to cancel the solicitation and to reject submitted bids or proposals.

- (1) *Cancellation of a solicitation before the due date and time.* The director of purchasing has the authority to cancel a solicitation, in whole or part, before the due date and time if a determination is made that cancellation is in the best interests of the county. If a solicitation is cancelled before the required submittal date and time, notice of the cancellation shall be sent to all persons to whom the solicitation had been distributed. The notice shall identify the solicitation and the reason for cancellation. Any received bids/proposals shall be returned unopened to the vendors.
- (2) *Cancellation of a solicitation after receipt of bids or proposals.* The director of purchasing has the authority to cancel a solicitation after receipt of bids or proposals, but before award, if a determination is made that cancellation is in the best interests of the county. A notice of cancellation shall be sent to all bidders or offeror's submitting bids or proposals.

Bids or proposals received for the cancelled solicitation shall be retained in the appropriate procurement file. If, within a reasonable time, the director of purchasing intends to issue a new solicitation for the same materials, services, equipment, supplies, construction or construction related services the proposals submitted under the cancelled solicitation may be withheld from public inspection upon written determination that this action is in the county's best interest. After award of the second solicitation, bids or proposals submitted in response to both solicitations may be open for public inspection.

(r) ~~—~~ *Rejection of individual bids or proposals.*

A bid or proposal may be rejected if:

- The bidder is determined to be non-responsible.
- The bid is non-responsive.
- The proposed price is unreasonable.
- The bid or proposal is not in the best interests of the county.

Bidders or offeror's will be notified in writing of the rejection of their bids or proposals with a copy retained in the appropriate procurement file. The determination for rejection will be retained in the procurement file and shall be available for public inspection.

(s) ~~—~~ *Responsibility of bidders and offerors.*

(1) *Determination of vendor responsibility.* Before awarding a contract to a bidder or offeror, the director of purchasing will determine whether that bidder or offeror is responsible. The signature of the appropriate official authorized to execute the contract award signifies the bidder or offeror is responsible.

(2) *Factors in determining responsibility.* Factors considered in determining whether a bidder or offeror is responsible are:

- The bidder's or offeror's resources in terms of financial, physical and personnel.
- The bidder's or offeror's record in terms of past performance ~~and integrity~~, such as a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; a debt owed by the contractor to the county; or suspension or debarment by another governmental entity.
- Whether the bidder or offeror is legally qualified to do business with the county.
- Whether the bidder or offeror complied with requirements for submitting information regarding their responsibility.
- Whether the bidder or offeror met specific responsibility criteria established within the solicitation.
- Where a bidder or offeror fails to promptly supply information in connection with any inquiries concerning responsibility.
- The qualities of the products supplied, their conformity with the specifications, and their suitability to the requirements of the county.
- Availability of support services.
- Compatibility to existing equipment.
- Delivery terms.

(3) *Determination of a non-responsible bidder/offeror.* A determination of a non-responsible bidder or offeror shall be in writing by the director of purchasing outlining the basis of the determination and a copy shall be included in the procurement file.

(4) *Notification to non-responsible bidder/offeror.* A notice shall be sent to the non-responsible bidder or offeror stating the basis of the determination.



- (5) *Dissemination of bidder/offeror information.* Information furnished by a bidder or offeror pursuant to this section shall not be disclosed outside of the purchasing department without the prior written consent by the bidder or offeror except in accordance with section on public access to procurement information.
- (6) *Bidder/offeror rights.* A finding of non-responsibility shall not be construed as a violation of the rights of any person.

(t) ~~\_\_\_\_\_~~ *Authorization for the use of electronic transmissions.*

The use of electronic media for all procurement procedures, including acceptance of electronic signatures, is authorized consistent with Illinois law for use of such media. The director of purchasing shall determine which solicitations and/or contracts are suitable for electronic transmissions, giving consideration to appropriate security to prevent unauthorized access to the bidding, approval and award processes; and accurate retrieval or conversion of electronic forms of such information into a medium which permits inspection and copying.

(u) ~~\_\_\_\_\_~~ *Bid security, contract performance and payment bonds.*

- (1) *Requirement for bid security.* Bid security may be required for contracts when provided by statute or when the director of purchasing determines it is in the county's best interests. Acceptable forms of security which may be submitted are: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Illinois; cash, certified check or cashier's check payable to the County of Winnebago (personal or company checks are not acceptable); an irrevocable letter of credit; or any other form of deposit issued by a financial institution and acceptable to the county.
- (2) *Amount of bid.* Bid security shall be in an amount not to exceed ten percent of the amount of the bid/offer. Terms of forfeiture shall be expressed in the bid document.
- (3) *Contract performance and payment bonds.* When a contract is awarded the required performance bonds or payment bonds, in the amount stated in the bid document, shall be delivered to the county and shall become binding on the parties upon the execution of the contract. Bid security, performance bonds or payment bonds shall not serve as a substitute for determining bidder responsibility.

(v) ~~\_\_\_\_\_~~ *Multi-year contracts.*

Multi-year contracts are limited to a specified period. Unless otherwise provided by law, a contract for supplies or services may be entered into for any specified period of time deemed to be in the best interests of the county, ~~not to exceed years,~~ with optional renewals up to five (5) years, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. However, the total contract term for any contract (except leases), including the time periods by which the contract is extended due to renewal, shall not exceed a maximum of five (5) years, unless approved by the county board, in specific circumstances and pursuant to Section 2-363(c). -Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof, and copies of all contracts shall be submitted with annual budget requests.

The county shall cancel a contract due to unavailability of funds when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period.

(w) ~~\_\_\_\_\_~~ *Extension of bid/offer acceptance time.*

After opening of bids or offers, the director of purchasing may request, in writing, an extension of time during which the county may accept the bids or offers only from bidders or offerors meeting the stipulated submission date and time requirements of the solicitation. Subsequent to receipt of the county's extension request the bidder or offeror may withdraw their bid or offer, without penalty, through written notification to the director of purchasing. No other modifications shall be allowed.

(x) ~~\_\_\_\_\_~~ *Communication during the procurement process.*

In an effort to create a more competitive and unbiased procurement process, the county shall establish a single point of contact throughout the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all requests for clarification or additional information regarding the solicitation, or contact with county personnel concerning this solicitation or the evaluation process must only be through the purchasing department staff. Inquiries will be collected by purchasing department staff who will then submit the inquiries to the department head responsible for the procurement. Responses by the department head to the inquiries will be submitted to the purchasing department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other county employees, agents of the county or elected officials is permitted unless expressly authorized by the director of purchasing. A violation of this provision is cause for the county to reject the bidder's proposal. If it is later discovered that a violation has occurred, the county may reject any proposal or terminate any contract awarded pursuant to this solicitation.

(y) ~~\_\_\_\_\_~~ *Revenue generating contracts.*

Revenue generating contracts are agreements under which the county receives a commission from a vendor or other public entity for goods or services sold, such as a joint-purchasing agreement or vending contract. Departments should ensure that an agreement has been fully executed between the county and the vendor or public entity. The director of purchasing and/or state's attorney's office is required to be notified of any revenue generating agreements that are executed by department heads and/or elected officials.

(z) ~~\_\_\_\_\_~~ *Insurance requirements.*

For all contracts, the contractor and all subcontractors shall be required to maintain adequate insurance coverage for the duration of the contract. The director of purchasing shall determine the types and amounts of coverage that shall be required, as recommended by the county's insurance broker/risk consultants. The contractor shall have the county named as an additional insured and furnish the director of purchasing with satisfactory evidence of said insurance. The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the county, which generally requires that the company be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher.

(aa) ~~\_\_\_\_\_~~ *Hold harmless clause.*

The successful bidder agrees to indemnify, save harmless and defend the County of Winnebago, Illinois its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by the contract upon award.

(bb) —*Fiscal responsibility.*

The purchasing department shall first work cooperatively with the department head or elected official for the purchase of goods and supplies, equipment, services, construction, and professional services by obtaining any bids, offers or proposals. Then upon obtaining said bids, offers, proposals, and Pprior to the issuance of any purchase order, contract, change order or contract modification the department head or elected official shall verify that sufficient budgeted funds are available.

(cc) —*County records retention.*

All determinations and other written records, emails and notes pertaining to the solicitation, award and performance of a contract shall be maintained for the county in the procurement records in the purchasing department. All procurement and contract records shall be retained and disposed of by the county in accordance with records retention guidelines and schedules approved by the State of Illinois Local Records Commission.

(dd) —*Contractor record retention.*

For all contracts, the contractor and all sub-contractors shall be required to maintain adequate records appropriate to the type of contract, to retain such records for a minimum of three years from final payment unless otherwise specified in the solicitation, and to make such records available for inspection by the county upon reasonable terms consistent with state law. For contracts subject to the Illinois Prevailing Wage Act, the retention period shall be five years and the contractor shall also be required to submit certified payroll affidavits and to make such all payroll records available for inspection by the Illinois Department of Labor.

(ee) —*Reporting of anticompetitive practices.*

When, for any reason, collusion or other anticompetitive practices are suspected among any bidders, a notice of the relevant facts shall be transmitted to the state's attorney.

(ff) —Technology purchases not suitable for competitive bid.

The purchase of used computer hardware, used computer hardware maintenance, and used computer hardware support services shall not be required to be competitively procured. The purchases over \$35,000.00 may be authorized by the county board. The purchase of computer software, computer hardware, and computer databases that have been competitively procured and that require additional proprietary licensing, software integrations, software development, software maintenance, computer hardware maintenance, database maintenance, software support services, database support services and computer hardware support services are not suitable for competitive procurement and may be authorized for purchase.

(gg) —Request for information.

The director of purchasing may issue a request for information to obtain data about services, equipment, materials, supplies, or construction and construction related services to meet a specific county requirement. Sufficient public notice shall be provided in the same manner as stipulated in Sec. 2-357.

(hh) —Grant programs.

Under certain grant programs the county acts as a third-party administrator of local, state and federal funds and does not procure goods and services for the county. The processing of a grant requisition is done to facilitate the method of payment and does not require any of the normal procurement procedures or approvals under this ordinance.

(ii) —Circumstance not suitable for bid.

The following types of procurements are determined by the county board to be not suitable for competitive bidding, some as defined in 55 ILCS 5/5-1022(c): purchases of used equipment, purchases at auction, sole supplier's item needed for trial or testing, there is only one source for the required supply, services or construction item, purchases of regulated utility services or other services for which a tariff or set rates are published; purchases for which there has been a record of no competition, as evidenced by single bids, for four (4) consecutive years. Contracts awarded under this section shall not contain an automatic renewal clause.

(jj) ——— *Noncompetitive procurement.*

There are specific circumstances in which noncompetitive and/or sole source procurement -can be used. The director of purchasing and/or the responsible department head can conduct negotiations, as appropriate, as to price, delivery, and terms. Further, any contract that is initially determined to be noncompetitive procurement pursuant to this subsection, shall be referred to the appropriate committee for consideration and recommendation. Examples of Noncompetitive procurement not suitable for bidding are as follows:

- (1) The acquisition of property, supplies, construction or services, the aggregate dollar amount of which does not exceed the small purchase threshold;
- (2) The item is available only from a single, sole source;
- (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- (4) The federal awarding agency or pass-through entity expressly authorizes a non-competitive procurement in response to a written request from the non-federal entity;
- (5) A sole supplier's item is needed for trial use, sample or testing;
- (6) Products are for over-the-counter resale;
- (7) For the purchases of used equipment;
- (8) For the purchases done by auctions;
- (9) After a good faith effort of researching of a number of sources, competition is determined inadequate;
- (10) Specifics of a state or federal grant requirements; or
- (11) Revenue generating type of agreement.

(kk) ——— *Geographical preferences prohibited.*

A non-federal entity (county) must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

**Sec. 2-358. - Specification**

- (a) *Responsibility for specifications.*

- (1) The director of purchasing or delegated using department shall prepare, revise, ~~maintain~~ and monitor specifications for materials, supplies, services, equipment and construction or construction related services required by the county except that specifications for any public work involving professional engineering shall be prepared by a professional engineer.
  - (2) Highway department may prepare specifications for construction and maintenance of highways, bridges, and culverts in accordance with IDOT standards.
  - (3) Specifications for grant-funded contracts shall include all terms and conditions required by the grant, and it shall be the responsibility of the using department to furnish such terms and conditions for inclusion by the director of purchasing.
  - (4) The director of purchasing shall retain authority to approve or disapprove all specifications.
- (b) *Relationship with using departments.* The director of purchasing shall obtain expert advice and assistance from personnel of using departments in the development of specifications and may delegate to a using department the authority to submit its own specifications. The director of purchasing shall retain authority to approve or disapprove all specifications.
- (c) *Maximum practicable competition.* All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the county's requirements and shall not be unduly restrictive. This policy applies to all specifications including but not limited to, those prepared for the county by architects, engineers, designers, and draftsmen.

**Sec. 2-359. - Appeals and remedies.**

- (a) *Bid protests.*
- (1) Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the director of purchasing. Any protest must be submitted in writing within five (5) business days from the issuance of the solicitation, addendum, and notice of award or other decision by the purchasing department.
  - (2) In the event of a timely protest under this section, the director of purchasing after consulting with the state's attorney shall determine whether it is in the best interests of the county to proceed with the solicitation or award of the contract.
  - (3) When a protest is sustained and the protesting bidder should have been awarded the contract under the solicitation but is not, then the protesting bidder shall be entitled only to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.
- (b) *Contract claims.* All claims by a contractor against the county relating to a contract, except bid protests, shall be submitted in writing to the director of purchasing. The contractor may request a conference with the director of purchasing on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- (c) *Authority to settle bid protests and contract claims.*
- (1) The director of purchasing, after consultation with the state's attorney, is authorized to settle any procedural protest regarding the solicitation or award of a county contract prior to an appeal to the county board, or any committee thereof. The director of purchasing, after consulting with the state's attorney, is authorized to make recommendations on the settlement of any monetary claim to the appropriate committee of the county board for their consideration.

- (2) If the protest or claim is not resolved by a mutual agreement, the director of purchasing shall promptly issue a decision in writing, and it shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights. The director of purchasing's decision shall be final and conclusive unless, within five business days from the date of receipt of the decision, the county board chairman receives a written appeal from the contractor.
  - (3) If the director of purchasing does not issue a written decision regarding any protest or claim within ten business days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.
- (d) *Appeal process.* Any actual or prospective bidder or contractor may appeal a decision of the director of purchasing regarding bid protests or contract claims to the county board chairman. The director of purchasing's decision shall be final and conclusive unless, within five (5) business days from the date of receipt of the decision the county board chairman receives a written appeal regarding the director of purchasing's decision. The county board chairman shall, in writing, render a decision within ten (10) business days. The decision of the county board chairman is final.
- (e) *Elected county officials.* Decisions and determinations made under this Section are subject to the review and approval of elected county officials as provided by state law.
- (f) *Procedure for non-compliance for purchases.*
- (1) *Procedure for non-compliance for purchases under ~~\$25,000.00~~-\$30,000.00.* The county auditor shall not approve any payment for goods, supplies, services, or construction (except for professional services) unless such procurement was in compliance with the terms of this division. If the county auditor is requested to process any payment that is not in compliance with this division, the Auditor shall, after consultation with the state's attorney, promptly report such request and the nature of the non-compliance to the Chair of appropriate committee. If the purchase amount is ~~\$25,000.00~~ \$30,000.00 or less (\$35,000.00 or less for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) and, if the procurement is not in violation of federal or state law, then the department head or elected official making the request of the auditor for payment, shall present the matter by resolution to the appropriate committee and the county board for its consideration. Threshold is defined in the most current Illinois Compiled Statutes for county competitive bids.
  - (2) *Procedure for non-compliance for purchases of professional services.* If the county auditor is requested to approve any payment for professional services in excess of \$50,000.00, that is not in compliance with this division, the auditor shall, after consultation with the state's attorney, promptly report such request and the nature of the non-compliance to the chair of the appropriate committee. If the state's attorney opines that the services sought constitute professional services under state law, and, if the procurement is not otherwise in violation of federal or state law, then the department head or elected official making the request of the auditor for approval, shall present the matter by resolution to the appropriate committee and county board for its consideration.
  - (3) *Procedures for non-compliance prior to bid opening or closing date for receipt of proposals.* If prior to the bid opening or the closing date for receipt of proposals, the director of purchasing determines that a solicitation is in violation of federal, state, or local law, then the solicitation shall be cancelled or revised to comply with applicable law.



- (4) *Procedures for non-compliance prior to award.* If after bid opening or the closing date for receipt of proposals, the director of purchasing, after consultation with the state's attorney, determines that a solicitation or proposed award of a contract is in violation of federal, state, or local law, then the solicitation or proposed award shall be cancelled.
  - (5) *Procedures for non-compliance after award.* If, after an award, the director of purchasing, after consultation with the state's attorney, determines that solicitation or award of a contract was in violation of this division, then:
    - a. If the person awarded the contract has not acted fraudulently or in bad faith:
      1. The contract may be ratified and affirmed by the county board, provided it is determined that doing so is in the best interests of the county and provided that no violation of federal or state law has occurred in the procurement process; or
      2. The contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract prior to notification.
    - b. If the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interests of the county.
- (g) *Remedies for solicitations or awards in violation of law.*
- (1) *Prior to bid opening or closing date for receipt of proposal.* If, prior to the bid opening or the closing date for receipt of proposals, the director of purchasing determines that a solicitation is in violation of federal, state or local law, then the solicitation shall be canceled or revised to comply with applicable law.
  - (2) *Prior to award.* If after bid opening or the closing date for receipt of proposals, the director of purchasing determines that a solicitation or a proposed award of a contract is in violation of federal, state or local law then the solicitation or proposal award shall be canceled in accordance with this division.
  - (3) *After award.* If, after an award, the director of purchasing determines that a solicitation or award of a contract was in violation of applicable law, then:
    - a. If the person awarded the contract has not acted fraudulently or in bad faith, the contract may be terminated in accordance with the terms and conditions of the contract.
    - b. If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void.

#### **Sec. 2-360. - Debarment.**

- (a) *Prohibition to award contracts to parties debarred or suspended.* No contract may be awarded to parties listed on the federal government's Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the agency's office of inspector general, or on the county's own list of parties suspended or debarred from doing business with the county.
- (b) *Authority to debar.* After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the director of purchasing, after consultation with the state's attorney, is authorized to debar a person for cause from consideration for award of contracts. The

debarment shall be for a period of not more than three (3) years. The causes for debarment include:

- (1) Criminal conviction for an incident related to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  - (2) Conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty which seriously and directly affect responsibility as a county contractor;
  - (3) Conviction under state or federal antitrust laws arising out of the submission or bids or proposals;
  - (4) Violation of contract provisions or a character which is regarded by the director of purchasing to be so serious as to justify debarment, including, but not limited to:
    - (a) Deliberate failure to perform the specifications or within the time limit provided in the contract; or
    - (b) A record within the previous five (5) years of failure to perform or to perform unsatisfactorily the terms of one or more contracts, excluding situations in which the lack of performance is caused by acts beyond the control of the contractor.
  - (5) Any other cause which the director of purchasing determines to be so serious and compelling as to affect responsibility as a county contractor, including debarment by any other governmental entity for any cause listed in this division; and
  - (6) For violation of the ethical standards set forth in this division.
- (c) *Decision to debar.* The director of purchasing shall issue a written decision to debar. The decision shall state the reasons for the action taken and inform the debarred person involved. A copy of said decision shall be provided to the county board chairman.
- (1) A copy of the decision required by this section shall be mailed or otherwise delivered by the director of purchasing to the debarred person within five (5) business days after such decision is made.
  - (2) A decision to debar shall be final. The debarred person shall have ten business days after receipt of the decision to submit a written appeal to the county board chairman for consideration by the appropriate committee. The debarred person shall be notified in writing of the time, date and location when the appeal shall be considered and shall be afforded a reasonable opportunity to state its position in writing, to submit evidence, to examine and cross-examine witnesses and to hire and be represented by counsel of its own choice. The appropriate committee shall issue its decision promptly, but in no event later than thirty (30) calendar days after conclusion of the hearing. The decision of the appropriate committee shall be final.

#### **Sec. 2-361. - Contract management policy.**

- (a) *Contract policy.* This section defines the parameters by which a county contract is created and defines the required administrative review process for managing county contracts. The purchasing department shall be responsible for ensuring that all contracts comply with applicable federal and state laws and internal procedures. All contracts entered into by the county, including original contracts, amendments, and extensions, may be signed only by the designated authority set forth in this division, are subject to appropriate legal review, and must be stored and retained according



to document retention policies unless specifically excluded by this or another policy adopted by the county board.

(b) *Definitions.*

- (1) *Contract compliance.* The process of reviewing and managing contracts and agreements that bind the county. Policies that determine how contracts will be processed fall under the responsibility of the county board and shall be enforced by county administration and administered through the purchasing department.
- (2) *Contract administration.* The ongoing process of ensuring that the terms and conditions of contracts are being implemented as agreed to by the parties. Contract administration is the responsibility of the purchasing department and the requesting department head or elected official. The department head or elected official is the individual responsible for promoting the contract, including ensuring that appropriate approval is obtained and, where required, the appropriate committee and county board approval.

(c) *Procedures.*

- (1) All proposed contracts must be submitted to the purchasing department for review and processing. The director of purchasing, upon completion of his/her review, may if deemed necessary, submit the contract to the state's attorney or his/her designee, to ensure that the contract meets all legal requirements.
- (2) If submitted to the state's attorney or his/her designee, for review, after an opinion has been rendered on the proposed contract, the director of purchasing will edit the language of the contract as suggested by the state's attorney or his/her designee and forward the revised draft contract to the department head or elected official to obtain approval as required by this division. If no legal opinion is requested, the director of purchasing will, upon completion of his/her review, forward the draft contract to the department head or elected official to obtain approval before proceeding, when required, to the appropriate committee and county board for approval.
- (3) After approval of the proposed contract is obtained, the director of purchasing will send the contract to the vendor for signature with instructions to return it to the purchasing department. Upon receipt of the signed contract, the director of purchasing shall be responsible to have the contract executed on behalf of the county and will advise the requesting department head or elected official when the contract has been duly executed and is in force.
- (4) The purchasing department will index and image the contract, ensuring access to it by the requester and other county officials. The original contract will be filed with the county clerk's office. A system will be put in place that will generate a notice to the originating department head or elected official months prior to the expiration of each contract to allow the original requester to begin the process of developing a new contract, if required.

(d) *Types of contracts.* Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interests of the county may be used, provided that the use of a cost ~~plus a percentage of~~ cost contract is prohibited. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the county than any other type or that it is impracticable to obtain the goods and supplies, equipment, services, or construction required except under such a contract.

(e) *Multiple source contracting.* A multiple source award is an award of an indefinite quantity for one or more similar goods or services to more than one bidder. A multiple source award may be made

when awards to two or more bidders for similar products is necessary for adequate economic delivery, service or product compatibility. Any multiple source award shall be made in accordance with this division, as applicable. Multiple source awards shall not be made when a single award will meet the county's needs without sacrifice of economy or service. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements of the county without sacrificing economy and service.

If a multiple source award is anticipated prior to issuing a solicitation, the county shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation. The director of purchasing shall make a determination setting forth the reasons for a multiple source award.

- (f) *Excluded contracts.* Unless mandated by the county board no employment or [U.S. Health Insurance Portability and Accountability Act of 1996 \(HIPAA\)](#) contracts will be held in the purchasing department nor will they be approved or negotiated by the director of purchasing.

**Sec. 2-362. - Contract execution.**

- (a) *Requisitions.* Prior to submission to the purchasing department, all requisitions shall be approved by the department head or elected official making the request or by an individual authorized by the department head or elected official.
- (b) *Fiscal responsibility.* [The purchasing department shall first work cooperatively with the department head or elected official for the purchase of goods and supplies, equipment, services, construction, and professional services by obtaining any bids, offers or proposals. Then upon obtaining said bids, offers, proposals, and p](#)Prior to the issuance of any purchase order, contract, change order or contract modification, the department head or elected official shall verify that sufficient budgeted funds are available.
- (c) *Authorization to issue bids or other solicitations.* The director of purchasing may issue bids or other solicitations for any goods and supplies, equipment, services, or construction for which funds have been specifically budgeted. Approval of the using departments appropriate committee making the request is required prior to any solicitation for any goods and supplies, equipment, services, or construction not specifically authorized in the budget, except those covered in this division.
- (d) *Review of contracts.* At the discretion of the director of purchasing, the state's attorney may review, prior to award, all contracts. This review shall not be required when the form and content of the contract documents has previously been approved by the state's attorney.
- (e) *Approval of contracts.*
  - (1) *Contracts of ~~\$25,000.00~~ \$30,000.00 (~~\$35,000.00~~ for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) (~~\$50,000.00~~ for professional services) or more.* The committee in charge of the using agency shall submit their recommendation on the award of a contract where the total cost of the contract exceeds ~~\$25,000.00~~ \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) (\$50,000.00 for professional services), by resolution, to the county board for its consideration at its next meeting. After award by the county board, contracts shall be signed by the county board chairman or designee. Threshold is as defined in the most current Illinois Compiled Statutes for county competitive bids.
  - (2) *Contracts of less than ~~\$25,000.00~~ \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and*

telecommunications and inter-connect equipment, software and services) (\$50,000.00 for professional services). The county board chairman and county administrator Department heads or elected officials (excluding county board members) may ~~shall~~ sign all contracts where the total cost of the contract is between ~~\$5,000.00~~ \$10,000.00 and ~~\$25,000.00~~ \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) (\$50,000.00 for professional services). Threshold is as defined in the most current Illinois Compiled Statutes for county competitive bids.

- (3) *Contracts involving a material alteration.* All contracts, regardless of cost, that will result in a material alteration ~~this division~~ shall be submitted to the appropriate committee, by resolution, to the county board for its consideration at its next meeting. After award by the county board, all such contracts shall be signed by the county board chairman.

### **Sec. 2-363. - Contract changes.**

#### **(a) *Change orders and contract modifications.***

- (1) All change orders and contract modifications shall be in writing. When the total of change orders, contract modifications or price adjustments on any contract approved by resolution ~~or~~ of ~~\$25,000.00~~ \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) (\$50,000.00 for professional services) or more exceeds ~~twenty~~ ten percent of the original contract amount, approval of the using agency and the appropriate committee and the county board is required. It is the approval responsibility of the requesting department to obtain a resolution from the county board authorizing such price adjustment before such price adjustment shall be effective. Threshold is as defined in the most current Illinois Compiled Statutes for county competitive bids.
- (2) When a change order or series of change orders authorize or necessitate an increase or decrease in either the cost of a contract by a total of ~~\$25,000.00~~ \$30,000.00 (\$35,000.00 for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services) (\$50,000.00 for professional services), or more, or the time of completion by a total of ~~thirty~~ 30 calendar days or more, the department head or elected official shall make a determination in writing that:
  - a. The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or
  - b. The change is germane to the original contract as signed, or
  - c. The change order is in the best interests of the county and authorized by law.
  - d. The written determination and the written change order resulting from that determination shall be retained in the contract file which shall be available to the public for inspection.
- (3) When any change order or series of change orders for any public works contract authorizes or necessitates any increase in the contract price that is 50 percent or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is 50 percent or more of the original subcontract price, then the portion of the contract that is covered by the change order must be resubmitted for bidding in the same manner for which the original contract was bid.

- (4) The foregoing paragraph does not apply to highway department contracts relating to the planning, design, construction and maintenance of highways, bridges, and culverts, so long as the change orders, in the aggregate, do not exceed the total dollar amount previously approved by resolution of the county board; however where a change order will result in the aggregate of all change orders exceeding the total dollar amount as previously approved by the county board, such change order shall be subject to the procedures contained in paragraph [1]—[3] above.
  - (5) The director of purchasing or designee retains the right to get county board approval to sign all change orders and to consent to contract assignments. All such change orders shall be approved in writing by the head of the requesting department before execution of the change order by the director of purchasing. No change order may exceed the threshold set for sealed bids and cannot exceed a county board approved resolution. Additionally, the county engineer is authorized to sign change orders for projects relating to planning, design, construction and maintenance of highways, bridges, and culverts.
- (b) *Contract term and renewal.* Unless otherwise provided by law, a contract for goods or services may be entered into for any specified period of time deemed to be in the best interests of the county, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. However, the total contract term for any contract, including the time periods by which the contract is extended due to renewal, shall not exceed two (2) years, but may include an option to renew up to five years, unless a unique capital investment or other extenuating factors necessitate a longer contract period and it is approved by board resolution. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor.
- The following governs contract renewals:
- (1) All contracts that contain an optional renewal clause shall be presented for approval with the total dollar value for the initial period of award.
  - (2) All requests for contract renewals shall originate from the using department in the form of a request indicating the desire for the renewal, the subsequent renewal term and the total dollar value for the renewal period.
  - (3) The request shall be submitted at least ninety (90) days prior to the expiration date of the current period.
  - (4) The purchasing department or using department will obtain contractor approval and submit the necessary correspondence for approval.
  - (5) All renewals shall be for the time period specified in the original contract document.
  - (6) All contracts containing renewal clauses shall not be presented to the appropriate committee and county board that exceed a total term of five (5) years unless approved in advance by the director of purchasing.
- (c) *Cancellation due to unavailability of funds in succeeding fiscal periods.* When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the vendor shall be informed in writing of the cancellation.

**Sec. 2-364. - Surplus and obsolete supplies.**

(a) *Disposal of surplus and obsolete supplies.*

- (1) All county departments shall submit to the director of purchasing and in such form as he/she shall prescribe, reports showing stocks of all supplies, materials and equipment which are no longer used or which have become obsolete, worn out or scrapped. The director of purchasing shall have the authority to transfer any such commodities which are unusable to another or other departments in lieu of filing requisitions for the purchase of new or additional stock of the same or similar materials.
- (2) The director of purchasing shall have the authority to sell all such supplies, materials and equipment which cannot be used by any department or which have been found not to be required for public use; or to exchange or trade-in such articles in part or full payment of new supplies, material or equipment of a similar nature.
- (3) The director of purchasing shall provide the county auditor a listing of all surplus supplies, materials and equipment transferred, sold or otherwise disposed of in accordance with this section.
- (4) The director of purchasing shall allocate net proceeds from the sale, lease, or disposal of surplus property back to the appropriate fund, with the assistance of the finance director.

DRAFT

Respectfully submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

AGREE

DISAGREE

\_\_\_\_\_  
Keith McDonald, Chairman

\_\_\_\_\_  
Keith McDonald, Chairman

\_\_\_\_\_  
Valerie Hanserd, Vice Chair

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Valerie Hanserd, Vice Chair

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John Butitta

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John Butitta

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Paul Arena

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Paul Arena

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Joe Hoffman

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Joe Hoffman

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Jaime Salgado

\_\_\_\_\_  
Jaime Salgado

\_\_\_\_\_  
Michael Thompson

\_\_\_\_\_  
Michael Thompson

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Joseph V. Chiarelli, Chairman of the  
County Board of the  
County of Winnebago, Illinois

ATTEST:

\_\_\_\_\_  
Lori Gummow, Clerk of the  
County Board of the  
County of Winnebago, Illinois

**NEW BUSINESS**

**RESOLUTION  
OF THE  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2023 CR \_\_\_\_\_

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**RESOLUTION APPROVING THE REVOCATION OF THE SIX CLASS D RAFFLE  
LICENSES ISSUED TO FOREVER HUSKY**

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**WHEREAS**, on December 22, 2022, the Winnebago County Board approved six (6) Class D licenses (#30834 through #30839), from 1/1/2023 — 12/31/2023 for the organization, Forever Husky, located at 3134 11<sup>th</sup> Street, Rockford, Illinois; and

**WHEREAS**, it is upon information and belief, Forever Husky has failed to comply with certain mandatory requirements of the Raffle Ordinance of Winnebago County (Raffle Ordinance) and the Illinois Raffles and Poker Run Act, 230 ILCS 15/0.01 *et seq.* (the “Act”); and

**WHEREAS**, Forever Husky has specifically violated Sections 26-66(6) and 26-88(c) of the Raffle Ordinance and Sections 3 and 6(c) of the Act; and

**WHEREAS**, Section 2(a) of the Act and Section 26-117 of the Raffle Ordinance grants the County Board the authority to take appropriate action for violations of the Act or Raffle Ordinance, including suspension or revocation of raffle licenses.

**THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the six (6) Class D raffle licenses (#30834 through #30839), issued to Forever Husky are hereby revoked, effective immediately.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect immediately upon its adoption.

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Joseph V. Chiarelli, Chairman of the  
County Board of the County of Winnebago,  
Illinois

ATTEST:

\_\_\_\_\_  
Lori Gummow, Clerk of the  
County Board of the  
County of Winnebago, Illinois



# **ANNOUNCEMENTS & COMMUNICATIONS**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: November 9, 2023

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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**Governing Statute(s):** State of Illinois Counties Code [55 ILCS 5/Div. 3-2, Clerk](#)

**County Code:** [Ch 2. Art. II. Div. 4, Sec. 2.86 – Record Keeping & Communications](#)

**Background:** The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
  - a. Byron Station-Biennial Problem Identification and Resolution Inspection Report 05000454/2023012 and 05000455/2023012
  - b. Federal Register/Vol. 88, No. 207/Friday, October 27, 2023/Notices
  - c. Byron Station – Information Request for the “Cyber-Security” Baseline Inspection, Notification to Perform Inspection
  - d. Federal Register/Vol. 88, No. 209/Tuesday, October 31, 2023/Notices

**Adjournment**