

OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA

Called by: Keith McDonald, Chairman
Members: Paul Arena, John Butitta,
Valerie Hanserd, Joe Hoffman,
Jaime Salgado, Michael Thompson

DATE: THURSDAY, OCTOBER 19, 2023
TIME: 5:30 PM

LOCATION: ROOM 303
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes – October 5, 2023
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Review/Approve RFP for Countywide Security Cameras and Integrator System – ARP Phase 3
- F. Resolution Awarding Winnebago County Design Proposal for Family Courts Center
- G. Resolution Awarding Winnebago County Design Proposal for Public Safety Building Infrastructure
- H. An Ordinance Amending Chapter 2, Article VI, Division 3 of the Winnebago County Code of Ordinances (Purchasing Ordinance)
- I. Discuss Chief Operating Officer Position
- J. Future Agenda Items
- K. Adjournment

**Winnebago County Board
Operations and Administrative Committee Meeting**
County Administration Building
404 Elm Street, Room 303
Rockford, IL 61101

Thursday, October 5, 2023
5:30 PM

Present:

Keith McDonald, **Chairperson**
John Butitta
Joe Hoffman
Jaime Salgado
Michael Thompson

Others Present:

Patrick Thompson, County Administrator
Lafakeria Vaughn, Civil Bureau Chief, State's Attorney's Office
Shawn Franks, Director, Facilities
Melinda Macias, Purchasing Specialist
Chris Petrus, IT Department

Absent:

Paul Arena
Valerie Hanserd, **Vice Chairperson**

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes – August 17 and August 31, 2023
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution to Approve Boiler Replacements for JDC Using CIP PSST 2023 Funds
Total Cost: \$88,900
- F. Resolution Awarding Cooling Tower Replacement for Juvenile Justice Center Using CIP 2021 Funds
Total Cost: \$267,140
- G. Resolution Awarding Snow Plowing Services
- H. Future Agenda Items
- I. Adjournment

Chairperson McDonald called the meeting to order at 5:30 PM.

Roll Call

Chairperson Keith McDonald yes, John Butitta yes, Joe Hoffman yes, Jaime Salgado yes, Michael Thompson yes.

Approval of Minutes – August 17 and August 31, 2023

Motion: Chairperson McDonald. Second: Mr. Thompson.

Chairperson McDonald called for any discussion.

Motion passed by unanimous voice vote.

Public Comment

Chairperson McDonald omitted reading the Public Comment Section of the Agenda due to no one present to speak.

Resolution to Approve Boiler Replacements for JDC Using CIP PSST 2023 Funds

Total Cost: \$88,900

Motion: Chairperson McDonald. Second: Mr. Hoffman.

Chairperson McDonald called for any discussion on the resolution.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution Awarding Cooling Tower Replacement for Juvenile Justice Center Using CIP 2021 Funds

Total Cost: \$267,140

Motion: Chairperson McDonald. Second: Mr. Thompson.

Chairperson McDonald called for any discussion on the resolution.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution Awarding Snow Plowing Services

Motion: Chairperson McDonald. Second: Mr. Thompson.

Chairperson McDonald called for any discussion on the resolution.

- Discussion followed.

Motion passed by unanimous voice vote.

Future Agenda Items

- Purchasing Ordinance.
- Public Safety Building Design Proposal for HVAC Replacement.
- Family Court Center Design Proposal.
- RFP for ARP Phase 3 Campus Wide Camera Project.

Motion to Adjourn

Chairperson McDonald called for a motion to adjourn the meeting.

Motion: Mr. Butitta. Second: Mr. Thompson.

Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile

Administrative Assistant



Winnebago County - Purchasing Department

404 Elm Street Room 202

Rockford, Illinois 61101

(815)319-4380

purchasing@purchasing.wincoil.gov

| | | | |
|--|---|----------------|-------------------|
| REQUEST FOR PROPOSALS | 23P-2307 | ISSUE DATE | /2023 |
| RFP TITLE | COUNTYWIDE SECURITY CAMERAS AND INTEGRATOR SYSTEM | | |
| RFP DUE DATE | /2023 | DUE TIME (CST) | 11:00 AM |
| SUBMIT 6 PAPER COPIES, PLUS 1 MEMORY STICK | | BOND REQUIRED | BID & PERFORMANCE |

The County of Winnebago, Illinois, hereby solicits qualified and interested firms to submit Proposals for **Countywide Security Cameras and Integrator System** for the County of Winnebago.

Proposals must be delivered by the date and time listed under **Schedule of Events** to:

**Winnebago County Purchasing Department
404 Elm Street - Room 202 Rockford, IL 61101**

OVERVIEW OF THE COUNTY OF WINNEBAGO:

The County of Winnebago is a unit of local government in the State of Illinois with a current population of almost 300,000 as estimated by the US Census Bureau, within its 519 square miles. It is the 7th most populous County in Illinois. The governing body is the County Board, which is comprised of twenty members. The County has eighteen (18) constructed facilities in various locations totaling approximately 1,684,230 SF.

GENERAL REQUIREMENTS

This is a County Request for Proposals. Proposals will be opened and evaluated in private and submittal information will be kept confidential until a final selection is made.

SUBMISSION DATE AND TIME

No later than 11:00 a.m. (CST) on, 2023— Proposals received after the submittal time will be rejected. (Refer to Schedule of Events)

PRE-PROPOSAL MEETING

There will be a MANDATORY PRE-PROPOSAL MEETING at XXXX on, 2023 at 404 Elm Street, Rockford, Room 303 followed by multiple site visits. Due to the sensitive nature of this

project, all meeting attendees will be required to sign a Non-Disclosure Agreement at the PRE-PROPOSAL MEETING to obtain diagrams of the locations. Proposers can schedule a time to come back after the PRE-PROPOSAL MEETING, but will need to schedule an appointment ahead of time by emailing Facilities at wincoFacilities@fm.wincoil.gov

SCHEDULE OF EVENTS

| | |
|--|--|
| | RFP Solicitation is made available on our website wincoil.gov |
| | Mandatory Pre-Proposal Meeting AM- Room 303, 404 Elm Street, Rockford, Illinois 61101 |
| | Questions emailed to purchasing@purchasing.wincoil.gov by 2:00 PM |
| | Questions answered via Addendum sent and posted on website by 12:00 PM |
| | RFP submittals due by 11:00 AM |

CONTACT PERSON: Melinda Macias -Purchasing Specialist purchasing@purchasing.wincoil.gov

Any communication regarding this invitation between the date of issue and date of award is required to go through the contact listed above. Unauthorized contact with other County Officers or employees is strictly forbidden and may result in disqualification of Responder’s Proposal.

1. Any item not specifically mentioned, but necessary for the delivery and operation of the system shall be included in this RFP.
2. The Proposal must include infrastructure, management and professional services necessary for supporting the needs of the County.
3. The requirements should be met by all Proposals. Where the Proposal differs from the requirements, the Proposer shall note the difference and describe how the Proposal will meet the County’s needs without including the specific requirements.
4. Where applicable, Proposer should plan on providing demonstrations covering the features of their Proposal. Proposer on-site visits in advance of Proposal submission will be allowed and scheduled upon request.
5. Proposal Subject of any email response with Proposal attachment should read **“Countywide Security Cameras and Integrator System”**.

Clarification and/or Questions shall be submitted by email to purchasing@purchasing.wincoil.gov and no later than the question deadline indicated in the **Schedule of Events**.

All Proposals are subject to staff analysis. The County reserves the right to accept or reject any and all Proposals received, and waive any and all technicalities.

Please review this document carefully.

SECTION ONE: GENERAL CONDITIONS

AMERICANS WITH DISABILITIES ACT

The Proposer will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 USC 12101-12213) and all applicable Federal Regulations under the Act, including 28 CFR Parts 35 and 36.

CANCELLATION

The County of Winnebago reserves the right to cancel any Contract in whole or in part without penalty due to failure of the Proposer to comply with terms, conditions and specifications of their awarded Contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Proposer certifies, by submission of this Proposal or acceptance of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Proposal that it will include this clause without modification in all lower tier transactions, solicitations, Proposals, Contracts, and Subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, it shall attach an explanation in their Proposal response.

Additionally, for all new Proposer's to be paid, the Purchasing Department will review the Federal and State Excluded Parties List System prior to requesting the Proposer be created in our accounting system.

COMPLIANCE WITH LAWS

All services, work and materials that in any manner affect the production, sale, or payment for the product or service contained herein must comply with all Federal, State, County and Municipal laws, statutes, regulations, codes, ordinances and executive orders in effect now or later and whether or not they appear in this document, including those specifically referenced herein. The successful Proposer must be authorized to do business in the State of Illinois, and must be able to produce a Certificate of Good Standing with the State of Illinois upon request.

The Proposer must obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Proposer must require any and all Subcontractors to do so. Failure to do so is an event of disqualification and/or default and may result in the denial of this Proposal and/or termination of this Agreement.

In the event Federal or State funds are being used to fund this Contract, additional certifications, attached as addenda, will be required. Lack of knowledge on the part of the Proposer will in no way be cause for release of this obligation. If the County becomes aware of violation of any laws on the part of the Proposer, it reserves the right to reject any Proposal, cancel any Contract and pursue any other legal remedies deemed necessary.

COST OF THE PROPOSAL

Expenses incurred in the preparation of Proposals in response to this RFP is the Proposer's sole responsibility. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting Proposals, providing additional information when requested by the County, or for participating in any selection interviews.

DISPUTES

In case of disputes as to whether or not an item or service quoted or delivered meet specifications, the decision of the Director of Purchasing, or authorized representative, shall be final and binding to all parties.

FREEDOM OF INFORMATION

Any responses and supporting documents submitted in response to a Proposal will be subject to disclosure under the Illinois Freedom of Information Act. The County will assume that all information provided in a Proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act.

Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

INDEMNITY

The Proposer shall, at all times, fully indemnify, hold harmless, and defend the County of Winnebago and their officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this Contract by the Proposer and its employees, or because of any act or omission, neglect or misconduct of the Proposer, its employees and agents or its Subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Proposer's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided. Nothing contained herein shall be construed as prohibiting the County of Winnebago and their officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Proposer shall likewise be liable for the cost, fees and expenses incurred in the County's or the Proposer's defense of any such claims, actions, or suits. The Proposer shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

NON-COLLUSION

The Proposer, by its officers, agents or representatives present at the time of filing this RFP, say that neither they nor any of them, have in any way directly or indirectly, entered into any arrangement or agreement with any other Proposer's, or with any public officer of the County of Winnebago, Illinois, whereby, the Proposer has not paid or is to pay to such Proposer or public officer any sum of money, anything of value or has not directly or indirectly entered into any arrangement or agreement with any other Proposer(s). Whereby, no inducement of any form or character other than that which appears upon the face of the RFP will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said RFP or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds on the Contract sought by this RFP.

PREVAILING WAGE:

Prevailing rate of wages as determined by the Illinois Department of Labor does apply to some or all work performed on this contract and paid to all laborers, workers and mechanics performing work under this contract. State statutes regarding Prevailing Wage and the current wage rates are available online. Proposer must retain payroll records for five (5) years and make those records available for inspection by the County or the Illinois Department of Labor. It is the Contractor's responsibility to comply with these requirements and to assure compliance by their subcontractors.

PROMPT PAYMENT ACT

The Proposal should provide that all payments are subject to Local Governmental Prompt Payment Act.

PROTEST

Firms wishing to protest any RFP and/or awards shall notify the Director of Purchasing in writing within five (5) calendar days after the RFP due date/opening. The notification should include the RFP number, the name of the firm protesting and the reason why the firm is protesting the RFP. The Director of Purchasing will respond to the protest within five (5) calendar days.

RESERVATION OF RIGHTS

The County of Winnebago reserves the right to reject any or all Proposals failing to meet the County specifications or requirements and to waive technicalities. If, in the County's opinion, the lowest Proposal is not the most responsible Proposal, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County. Intangible factors, such as the Proposer's reputation and past performance, will also be weighed.

The Proposer's failure to meet the mandatory requirements of the RFP will result in the disqualification of the Proposal from further consideration.

The County further reserves the right to reject all Proposals and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised RFP. The County reserves the right to award to more than one Proposer.

Submission of a Proposal confers no rights on the Proposer to a selection or to a subsequent Contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

TERMINATION, CANCELLATION AND DAMAGES

The County may terminate based on the Proposer's breach or default. Unless the breach or default creates an emergency, as determined in the County's sole discretion, the Proposer shall be given notice and a five (5) day opportunity to cure before the termination becomes effective.

If the County terminates this Contract because of the Proposer's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Proposer any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Proposer under this Proposal or any unrelated Contract. The County may terminate any Contract or agreement resulting from this RFP at any time for any reason by giving at least thirty (30) days' notice in writing to awarded Proposer. If the Contract is terminated by the County as provided herein, the Proposer will be paid a fair payment as negotiated with the County for the work completed as of the date of termination.

PROPOSER'S RESPONSIBILITY FOR SERVICES PROPOSED

The Proposer must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of Proposer's to fully acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by an authorized representative of the Proposer or by formal written notice prior to the final due date and time specified for Proposal submission. Submitted Proposals will become the property of the County of Winnebago after the Proposal submission deadline.

However, no Proposer shall withdraw or cancel their Proposal for a period of sixty (60) days after said advertised closing time for the receipt of Proposals; the successful Proposer shall not withdraw or cancel their Proposal after having been notified by the Director of Purchasing that said Proposal has been accepted by the County Board.

The Proposer, by signing the Proposal Bid Form, acknowledges, understands and abides by all of the above "Requirements for Bidding and Instructions to Proposers".

END OF SECTION ONE: GENERAL CONDITIONS

SECTION TWO: INSTRUCTION TO PROPOSERS

INTRODUCTION/BACKGROUND

The County of Winnebago is seeking Proposals for **Countywide Security Cameras and Integrator System**.

COPIES OF RFP DOCUMENTS

- A. Only complete sets of RFP solicitation documents should be used for preparing Proposals. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of RFP solicitation documents must be obtained on the County's website.
- C. Submitted Proposals **MUST** include all forms and requirements as called for in the Request for Proposals. Failure to include all necessary forms and licenses will result in a non-responsive Proposal.

EXAMINATION OF RFP DOCUMENTS

- A. Each Proposer shall carefully examine the RFP and other documents, and inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the Proposal. Ignorance on the part of the Proposer shall in no way relieve him/her of the obligations and responsibilities assumed under the Proposal.
- B. Should a Proposer find discrepancies or ambiguities in, or omissions from, the specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify the County by email at purchasing@purchasing.wincoil.gov by the **Schedule of Events deadline**.

INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any Proposer as to the meaning of the documents. Any inquiries or requests for interpretation must be received **in writing by the date specified, in the Schedule of Events**, emailed to purchasing@purchasing.wincoil.gov

All such changes or interpretation will be made in writing in the form of an addendum and, if issued, shall be posted on the County's website no later than five (5) business days prior to the established Proposal due date. It shall be the Proposer's sole responsibility thereafter to find and download the addendum.

Each Proposer **MUST** acknowledge receipt of such addenda on the Proposal Signature Form. All addenda are a part of the documents and each Proposer will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Proposer to verify that he/she has received all addenda issued before Proposals are opened.

GOVERNING LAWS AND REGULATIONS

The Proposer is required to be familiar with and shall be responsible for complying with all Federal, State, and local laws, ordinances, rules, and regulations that in any manner affect the work. Knowledge of occupational license requirements and obtaining such licenses for the County and municipalities within the County are the responsibility of the Proposer.

HOLD HARMLESS CLAUSE

The Proposer covenants and agrees to indemnify, hold harmless and defend the County, its Board members, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by County, and any other losses, damages, and expenses of any kind, including attorneys' fees, costs and expenses, which arise out of, in connection with, or by reason of services provided by the Proposer or any of its Sub-consultant(s) in any tier, occasioned by the negligence, recklessness, or intentionally wrongful conduct of the Proposer, or its Sub-consultant(s) in any tier, their officers, employees, servants or agents. In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Proposer's failure to purchase or maintain the required insurance, the Proposer shall indemnify the County from any and all increased expenses resulting from such delay.

Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Proposer, the Proposer agrees and warrants that Proposer shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

PREPARATION OF PROPOSALS

Signature of the Proposer: The Proposer must sign the Proposal forms in the space provided for the signature. If the Proposer is an individual, the words "Doing Business As", or "Sole Owner" must appear beneath such signature. In the case of a Partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature.

If the Proposer is a limited liability company, the title of person signing the Proposal on behalf of the limited liability company must be stated and evidence of his authority to sign the Proposal must be submitted.

SUBMISSION OF PROPOSALS

- A. Proposals shall be submitted to the County at the designated location not later than the time and date for receipt of Proposals indicated in the RFP solicitation, or any extension thereof made by Addendum. The County's representative authorized to open the Proposals will decide when the specified time has arrived and no Proposals received thereafter will be considered. Proposals received after the time and date for receipt of Proposals will be returned unopened.
- B. Winnebago County Purchasing Department receives Proposals by paper only. Please DO NOT email or fax Proposals.
- C. Each Proposer shall submit with his Proposal the required evidence of his qualifications and experience.

BID BOND REQUIRED: A Bid Bond for not less than ten (10) percent of the Bid amount must accompany all bids as a guarantee that if the bid is accepted, the Proposer will execute and file the proper contract. A bank cashier's check, bank draft, or certified check, made payable to the County of Winnebago, equal to the amount specified is acceptable in lieu of a Bid Bond. Money Orders or Company checks will not be accepted.

Proposals received without a Bid Bond, as outlined herein, will be rejected. The unsuccessful Proposer's checks will be returned after the County Board has awarded the Bid. The Bid Bond or cashier's check of the successful Proposer will be returned after being replaced with their Performance Bond.

PERFORMANCE BOND REQUIRED: Within fourteen (14) calendar days of notification of Contract award, a Performance Bond for the amount of the Contract will be required from the successful Proposer and shall be valid throughout the life of the Contract. The Performance Bond will be returned at the successful completion of the Contract. Failure to furnish the required bond within the time specified may be cause for rejection of the Bid and any bid deposit may be retained by the County as liquidated damages and not as a penalty.

REQUIRED COUNTY FORMS

Proposer shall complete and execute the forms specified in the RFP (Proposal Signature Form, Vendor Registration Form and Suspension and Debarment Certification Form); failure to provide executed documents may result in Proposer being determined to be not fully responsive to the RFP.

MODIFICATION OF PROPOSALS

Written modification will be accepted from firms if addressed to the entity and address indicated in the Request for Proposals and received prior to Proposal due date and time. Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified by delivery to the County Purchasing Department of a complete Proposal as modified.

All emails shall be marked "Modified Proposal" delivery shall comply with requirements for the original Proposal.

RESPONSIBILITY FOR PROPOSAL

The Proposer is solely responsible for all costs of preparing and submitting the Proposal, regardless of whether a contract award is made by the County. *Unless otherwise specified by the Proposer, the County has no less than one hundred twenty (120) day to make a final selection.*

RECEIPT AND OPENING OF PROPOSALS

The properly identified Proposals received on time will be opened by the County Purchasing Department. Any Proposal not received by the Purchasing Department on or before the deadline for receipt of Proposals designated in the solicitation or Addendum(s) will not be opened.

AWARD OF CONTRACT

- A. The County reserves the right to waive any informality in any Proposal, or to re-advertise for all or part of the work contemplated. If proposals are found to be acceptable, written notice will be given to the selected Proposer of the award of the contract. The County reserves the right to reject any and all Proposals.

- B. If the award of a contract is annulled, the County may award the contract to another Proposer(s), or the work may be re-advertised or may be performed by other qualified personnel as the County decides.
- C. A contract will be awarded to the Proposer(s) deemed to provide the services which are in the best interest of the County.
- D. The County also reserves the right to reject the Proposal of a Proposer who has previously failed to perform properly or to complete contracts of a similar nature on time.

MANDATORY OR NON-MANDATORY PRE-PROPOSAL MEETINGS

If identified in the issued solicitation, the County may conduct a Mandatory or Non-Mandatory Pre-Proposal meeting and/or allow prospective Proposers to inspect the location where the work will be performed. When applicable, the solicitation will identify whether a Mandatory or a Non-Mandatory Pre-Proposal Meeting and/or inspection will be held. The Director of Purchasing, or designee, is responsible for facilitating the Mandatory or Non-Mandatory Pre-Proposal Meeting. The Director of Purchasing, or designee will require that all attendees sign-in on a Pre-Proposal Meeting Sign-In Form and that form will be maintained as part of the solicitation file.

Open dialog from potential Proposers and the County is encouraged during the pre-Proposal meeting and/ or inspection as Proposer questions may assist the County in identifying potential gaps in the solicitation and provide valuable information a Proposer may need to submit an accurate Proposal. All questions, including those that are addressed at any Pre-Proposal Meetings, MUST be emailed as well to purchasing@purchasing.wincoil.gov. Statements made by the Director of Purchasing or designee at a Pre-Proposal Meeting and/or inspection are not considered revisions or additions to the solicitation.

Any changes made to the solicitation following a Pre-Proposal Meeting must be made in writing and will act as an addendum to the original issued solicitation.

END OF SECTION TWO: INSTRUCTION TO PROPOSERS

SECTION THREE: INSURANCE REQUIREMENTS

| TYPE OF INSURANCE | MINIMUM ACCEPTABLE LIMITS OF LIABILITY |
|--|--|
| Workers Compensation | Statutory |
| Employers Liability A. Each Accident B. Each Employee-disease C. Policy Aggregate-disease | \$2,000,000 \$2,000,000 \$2,000,000 |
| Commercial General Liability A. Per Occurrence B. General Aggregate 1. General Aggregate- Per project 2. General Aggregate - Products/ Completed Operations | \$5,000,000 \$5,000,000 \$5,000,000 \$5,000,000 |
| Business Auto Liability | \$2,000,000 |
| General Umbrella Excess Liability | \$5,000,000 |

CERTIFICATE OF INSURANCE AND INSURANCE REQUIREMENTS

The Proposer shall be responsible for all necessary insurance coverage as indicated below. Certificates of Insurance must be provided to the County of Winnebago within fifteen (15) days after award of contract or acceptance of the Proposal, with the County of Winnebago listed as additional insured as indicated. If the proper insurance forms are not received within the fifteen (15) day period, the contract may be awarded to the next selected Proposer/Proposer. Policies shall be written by companies licensed to do business in the State of Illinois and having an agent for service of process in the State of Illinois. Companies shall have an A.M. Best rating of VI or better.

The County shall be named as an Additional Insured on the General Liability and Vehicle Liability policies.

CHANGES IN INSURANCE COVERAGE:

The Proposer will immediately notify the Winnebago County Purchasing Department if any insurance has been cancelled, materially changed, or renewal has been refused and the Proposer shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits.

If suspension of work should occur due to insurance requirements, upon verification by the County of required insurance, the County will notify Proposer when they can proceed with work.

Failure to provide and maintain required insurance coverage(s) and limits could result in immediate cancellation of the Contract and the Proposer shall accept and bear all costs that may result due to the Proposer’s failure to provide and maintain the required insurance.

END OF SECTION THREE: INSURANCE REQUIREMENTS

SECTION FOUR: SCOPE OF WORK

PROPOSAL INTENT

The County of Winnebago is issuing this Request for Proposal (RFP) to acquire Countywide Security Cameras and Integrator System. The County reserves the right to reject any or all Proposals or parts thereof and to waive minor irregularities in responses. Qualifications, including relevant experience, will be considered. All documents are sensitive in nature and often have stringent security requirements.

The County reserves the right to alter the Proposal specification prior to the Proposal submission deadline by issuance of an addendum to the RFP. If deemed necessary, additional time may be provided to comply with the specifications in any addendum.

The County reserves the right to reject any or all Proposals failing to meet the County's specifications or requirements, and to waive technicalities. The Proposer must perform tasks at the direction of the County.

CAMERAS

- Project Scope
 - Replace existing analog surveillance system with centrally managed Genetec or Milestone solution for all County Buildings
 - Provide, install, program, and test Management Servers, Mobile Servers, Recording Servers, Video Walls, and Client Workstations
 - Provide, install, program, and test AXIS IP cameras
 - Provide integration path for future Jail PLC control upgrade with any applicable license and programming costs
- Video Management System
 - Accepting bids for Genetec or Milestone XProtect Corporate
 - Licensing and Annual Costs
 - Management Server configured in the County's Virtual Environment
 - Offsite and mobile viewing configured through SSL certificates remote connection without the use of a VPN or unsecure public IP address
 - Provide, install, and configure public SSL Certificate
 - Provide annual cost for the Certificate
 - All new AXIS IP cameras configured into Video Management System
 - PTZ control through software including tours and home positions
 - Permission based control access to PTZ features
 - AXIS object analytics configured for compatible camera models
 - AXIS License Plate Verifier configured for select cameras
 - Graphical mapping configured for each user group role
 - Desktop Client, Web Browser, and Mobile Access clients configured
 - Active Directory user permissions configured
 - Active Directory groups and OU's provided by the County
 - Camera views setup and configured for user roles
 - Video Wall Configuration

- Justice Center Central Control Room
- Juvenile Detention Control Room
- Emergency Response Room
- Security Office Courthouse
- Security Office CJC

- Search tools
- Network Video Recorder
 - Provide and install network racks, cable management devices, and uninterruptable power supplies for recording equipment
 - 115VAC power provided by County of Winnebago
 - Provide, install, and commission BCD Video or equivalent recorders
 - Operating System: Windows Server 2022
 - IDRAC Enterprise Licensing
 - Redundant Power Supplies
 - Raid 1 operating system drives
 - RAID 5/6/10 recording drives
 - Video graphics cards for Hardware Acceleration
 - 5-Year next business-day onsite manufacturer warranty
 - Provide and install all patch cables necessary
 - Network video recorders installed in three locations
 - Recording Group 1: Datacenter
 - Quantity (1) BCD108-EVS-314-D480
 - Quantity (3) BCD208-PVS-310-D240
 - Quantity (2) BCD584X-SANHE-1.68PB-20
 - Quantity (1) BCD584X-SANEX-1.68PB-20
 - Quantity (1) BCD584X-SAN-EX-840T-20
 - Quantity (1) BCD-SA-SQL-STD-19
 - Quantity (4) BCD-SA-IDRAC-ENT-15G
 - Quantity (4) BCD-SA-300GB-SAS-15K-12G-25
 - Quantity (3) BCD-SA-BVA-1.6T
 - Quantity (3) BCD-WA-T1000-8G
 - Quantity (3) BCD-SA-10GSFP+-D-LP
 - Recording Group 2: Justice Center
 - Quantity (4) BCD208-PVS-310-D240
 - Quantity (1) BCD584X-SAN-HE-168PB-20
 - Quantity (4) BCD-SA-IDRAC-ENT-15G
 - Quantity (4) BCD-SA-BVA-1.6T
 - Quantity (4) BCD-WA-T1000-8G
 - Quantity (4) BCD-SA-10G-SFP+-D-LP
 - Recording Group 3: Juvenile Detention Center
 - Quantity (1) BCD208-PVS-310-D240
 - Quantity (1) BCD584X-SAN-HE-1.68PB-20
 - Quantity (1) BCD-SA-IDRAC-ENT-15G

- Quantity (1) BCD-SA-BVA-1.6T
 - Quantity (1) BCD-WA-T1000-8G
 - Quantity (1) BCD-SA-10G-SFP+-D-LP
- 90-Day Retention
 - Optional cost for cloud archive storage for 2 ½ years retention
- Video Retention Method:
 - Recording Group 1: Standard quality ramp-up recording 1 frame per second continuous, 15 frames per second on motion with estimated 40% motion
 - Recording Group 2: Standard quality continuous Recording at 15 frames per second
 - Recording Group 3: Standard quality continuous Recording at 15 frames per second
- Recording Protocols:
 - H.265 recording for all capable models
 - H.264 for select models
 - ZIP Stream enabled at medium for all cameras
- AXIS IP Camera Edge Recording for redundant video with recorder backfill for recording server outages
- IP Cameras and CAT6 Data Cabling
 - Provide, install, and program AXIS IP cameras and mounts; no alternates
 - Camera layout available in AXIS Site Designer
 - Proposer to confirm all camera mounts and locations
 - Provide licenses for AXIS License Plate Verifier on specified cameras
 - Provide, install, terminate, and provide final test report for all CAT6 data cable
 - Provide, install, and terminate patch panels in network data rooms
 - Provide, install, and terminate all field cabling to surface jacks with patch cable to IP Cameras
 - Provide and install yellow CAT6 patch cables
 - The County to provide CAT6 data cables for IP cameras in elevators
 - Exposed cabling protected in conduit or metal raceway
 - Exposed cabling in Justice Center, Juvenile Detention, and all interview / detention areas to be enclosed in rigid conduit
 - PoE network switches provided, installed, and configured by the County of Winnebago
 - Provide cost to remove existing analog cameras, power supplies, and coaxial and low voltage cabling. All existing and new penetrations must be fire caulked.

- Buildings:
 - Administration Building

| QTY. | PART NUMBER | DESCRIPTION |
|------|-------------|---|
| 1 | 02100-001 | IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265 |
| 1 | 02329-001 | IP Camera - AXIS - P3267-LV - 5MP Dome - Indoor - MLPU - H.265 |
| 31 | 02113-001 | IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265 |
| 3 | 02330-001 | IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265 |
| 1 | 02332-001 | IP Camera - AXIS - P3268-LVE - 4k Dome - Outdoor - MLPU - H.265 |
| 1 | 01500-001 | IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265 |
| 2 | 01620-001 | IP Camera - AXIS - P39106-V White - 3MP Dome - Indoor - Elevator - H.264 |
| 2 | 01162-001 | IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264 |
| 2 | 01574-001 | IP Camera Accessory - License - License Plate Verifier |
| 42 | 01491-001 | IP Camera Accessory - SD Card - 128GB |
| 1 | 5507-271 | IP Camera Accessory - AXIS - T91D62 - Parapet Mount |
| 1 | 01513-001 | IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE |

- Adult Probation

| QTY. | PART NUMBER | DESCRIPTION |
|------|-------------|--|
| 5 | 02100-001 | IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265 |
| 57 | 02113-001 | IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265 |
| 1 | 01500-001 | IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265 |
| 2 | 01620-001 | IP Camera - AXIS - P9106-V - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic |
| 1 | 01162-001 | IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264 |
| 1 | 01574-001 | IP Camera Accessory - License - License Plate Verifier |
| 66 | 01491-001 | IP Camera Accessory - SD Card - 128GB |
| 2 | 5507-271 | IP Camera Accessory - AXIS - T91D62 - Parapet Mount |
| 1 | 01513-001 | IP Camera Accessory - AXIS - T94N01D - Pendant Kit |
| 1 | 5505-081 | IP Camera Accessory - AXIS - T94K01D - Pendant Kit - M4308-PLE |

- Animal Services

| QTY. | PART NUMBER | DESCRIPTION |
|------|-------------|---|
| 2 | 02100-001 | IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265 |
| 12 | 02113-001 | IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265 |
| 3 | 02330-001 | IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265 |
| 2 | 01500-001 | IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265 |
| 1 | 01162-001 | IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264 |
| 1 | 01574-001 | IP Camera Accessory - License - License Plate Verifier |
| 20 | 01491-001 | IP Camera Accessory - SD Card - 128GB |
| 2 | 5507-271 | IP Camera Accessory - AXIS - T91D62 - Parapet Mount |
| 2 | 01513-001 | IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE |

- Carrie Lynn Children's Center

| QTY. | PART NUMBER | DESCRIPTION |
|------|-------------|---|
| 2 | 02100-001 | IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265 |
| 2 | 02330-001 | IP Camera - AXIS - P3267-LVE - 5MP Dome - Indoor - MLPU - H.265 |
| 3 | 02113-001 | IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265 |
| 2 | 01162-001 | IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264 |
| 2 | 01574-001 | IP Camera Accessory - License - License Plate Verifier |
| 9 | 01491-001 | IP Camera Accessory - SD Card - 128GB |
| 2 | 5505-081 | IP Camera Accessory - AXIS - T94K01D - Pendant Kit - M4308-PLE |
| 2 | 5504-821 | IP Camera Accessory - AXIS - T91D61 - Wall Mount Arm |

- Courthouse

| QTY. | PART NUMBER | DESCRIPTION |
|------|-------------|--|
| 3 | 01605-001 | IP Camera - AXIS - M3116-LVE - 4MP Flat-Dome - Indoor/Outdoor - H.265 |
| 11 | 02100-001 | IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265 |
| 17 | 02329-001 | IP Camera - AXIS - P3267-LV - 5MP Dome - Indoor - MLPU - H.265 |
| 98 | 02113-001 | IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265 |
| 1 | 02332-001 | IP Camera - AXIS - P3268-LVE - 4k Dome - Outdoor - MLPU - H.265 |
| 2 | 02330-001 | IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265 |
| 2 | 01500-001 | IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265 |
| 4 | 02218-001 | IP Camera - AXIS - P3727-PLE - x4 2MP Dome - Outdoor - H.265 |
| 3 | 01620-001 | IP Camera - AXIS - P9106-V - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic |

| | | |
|-----|-----------|--|
| 2 | 01162-001 | IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264 |
| 5 | 01767-001 | IP Camera - AXIS - P9106-V White - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic |
| 2 | 01574-001 | IP Camera Accessory - License - License Plate Verifier |
| 148 | 01491-001 | IP Camera Accessory - SD Card - 128GB |
| 1 | 5507-271 | IP Camera Accessory - AXIS - T91D62 - Parapet Mount |
| 2 | 01513-001 | IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE |
| 1 | 5017-641 | IP Camera Accessory - AXIS - T91A64 - Corner Bracket |
| 1 | 5504-821 | IP Camera Accessory - AXIS - T91D61 - Wall Mount Arm |

- E911

| QTY. | PART NUMBER | DESCRIPTION |
|------|-------------|--|
| 2 | 02329-001 | IP Camera - AXIS - P3267-LV - 5MP Dome - Indoor - MLPU - H.265 |
| 9 | 02113-001 | IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265 |
| 2 | 01500-001 | IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265 |
| 1 | 01620-001 | IP Camera - AXIS - P9106-V - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic |
| 1 | 01162-001 | IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264 |
| 1 | 01574-001 | IP Camera Accessory - License - License Plate Verifier |
| 15 | 01491-001 | IP Camera Accessory - SD Card - 128GB |
| 2 | 5507-271 | IP Camera Accessory - AXIS - T91D62 - Parapet Mount |
| 2 | 01513-001 | IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE |

- Health Department

| QTY. | PART NUMBER | DESCRIPTION |
|------|-------------|--|
| 4 | 02100-001 | IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265 |
| 30 | 02113-001 | IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265 |
| 2 | 02330-001 | IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265 |
| 5 | 02218-001 | IP Camera - AXIS - P3719-PLE - x4 2MP Dome - Outdoor - H.265 |
| 1 | 01620-001 | IP Camera - AXIS - P9106-V - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic |
| 4 | 01162-001 | IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264 |
| 1 | 01819-001 | IP Camera - AXIS - Q3819-PVE - x4 5MP Dome - Outdoor - DLPU - H.265 |
| 4 | 01574-001 | IP Camera Accessory - License - License Plate Verifier |
| 47 | 01491-001 | IP Camera Accessory - SD Card - 128GB |
| 1 | 5507-271 | IP Camera Accessory - AXIS - T91D62 - Parapet Mount |
| 3 | 01513-001 | IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE |
| 2 | 5504-821 | IP Camera Accessory - AXIS - T91D61 - Wall Mount Arm |

- Highway Department

| QTY. | PART NUMBER | DESCRIPTION |
|------|-------------|--|
| 3 | 02113-001 | IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265 |
| 2 | 02330-001 | IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265 |
| 2 | 02332-001 | IP Camera - AXIS - P3268-LVE - 4k Dome - Outdoor - MLPU - H.265 |
| 5 | 01500-001 | IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265 |
| 12 | 01491-001 | IP Camera Accessory - SD Card - 128GB |
| 4 | 5507-271 | IP Camera Accessory - AXIS - T91D62 - Parapet Mount |
| 5 | 5502-431 | IP Camera Accessory - AXIS - T94A01D - Pendant Kit |
| 5 | 01513-001 | IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE |

- Justice Center

| QTY. | PART NUMBER | DESCRIPTION |
|------|-------------|--|
| 52 | 02100-001 | IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265 |
| 188 | 02329-001 | IP Camera - AXIS - P3267-LV - 5MP Dome - Indoor - MLPU - H.265 |
| 39 | 02113-001 | IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265 |
| 127 | 02327-001 | IP Camera - AXIS - P3265-LV - 2MP Dome - Indoor - MLPU - H.265 |
| 2 | 02331-001 | IP Camera - AXIS - P3268-LV - 4k Dome - Indoor - MLPU - H.265 |
| 4 | 02328-001 | IP Camera - AXIS - P3265-LVE - 2MP Dome - Outdoor - MLPU - H.265 |
| 4 | 02332-001 | IP Camera - AXIS - P3268-LVE - 4k Dome - Outdoor - MLPU - H.265 |
| 51 | 01500-001 | IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265 |
| 14 | 02218-001 | IP Camera - AXIS - P3727-PLE - x4 2MP Dome - Outdoor - H.265 |
| 80 | 01766-001 | IP Camera - AXIS - Q9216-SLV - 4MP Dome - Indoor - Anti Ligature - H.264 |
| 13 | 01162-001 | IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264 |
| 5 | 01702-001 | IP Camera - AXIS - Q1798-LE - 4k Bullet - Outdoor - H.264 |
| 3 | 01819-001 | IP Camera - AXIS - Q3819-PVE - x3 5MP Dome - Outdoor - DLPU - H.265 |
| 10 | 01620-001 | IP Camera - AXIS - P9106-V - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic |
| 3 | 01048-004 | IP Camera - AXIS - P3807-PVE - 8MP Panoramic - Outdoor |
| 8 | 01925-004 | IP Camera - AXIS - Q6315-LE - 2MP PTZ - Outdoor - MLPU - H.265 |
| 13 | 01574-001 | IP Camera Accessory - License - License Plate Verifier |
| 603 | 01491-001 | IP Camera Accessory - SD Card - 128GB |
| 25 | 5507-271 | IP Camera Accessory - AXIS - T91D62 - Parapet Mount |
| 8 | 5502-431 | IP Camera Accessory - AXIS - T94A01D - Pendant Kit |
| 17 | 01513-001 | IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE |

- Juvenile Detention

| QTY. | PART NUMBER | DESCRIPTION |
|------|-------------|--|
| 4 | 02100-001 | IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265 |
| 12 | 02329-001 | IP Camera - AXIS - P3267-LV - 5MP Dome - Indoor - MLPU - H.265 |
| 2 | 02327-001 | IP Camera - AXIS - P3265-LV - 2MP Dome - Indoor - MLPU - H.265 |
| 5 | 02330-001 | IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265 |
| 4 | 01500-001 | IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265 |
| 2 | 02060-001 | IP Camera - AXIS - P3818-PVE - x3 5MP Dome - Outdoor - DPLU - H.265 |
| 3 | 01162-001 | IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264 |
| 2 | 01048-004 | IP Camera - AXIS - P3807-PVE - x3 5MP Dome - Outdoor - DLPU - H.265 |
| 28 | 01767-001 | IP Camera - AXIS - P9106-V White - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic |
| 3 | 01574-001 | IP Camera Accessory - License - License Plate Verifier |
| 65 | 01491-001 | IP Camera Accessory - SD Card - 128GB |
| 4 | 5507-271 | IP Camera Accessory - AXIS - T91D62 - Parapet Mount |
| 4 | 01513-001 | IP Camera Accessory - AXIS - T94N01D - Pendant Kit |
| 1 | 01190-001 | IP Camera Accessory - AXIS - T94S01P - Conduit Back Box |

- Juvenile Justice

| QTY. | PART NUMBER | DESCRIPTION |
|------|-------------|--|
| 3 | 02100-001 | IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265 |
| 46 | 02113-001 | IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265 |
| 1 | 02330-001 | IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265 |
| 5 | 01500-001 | IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265 |
| 4 | 02218-001 | IP Camera - AXIS - P3719-PLE - x4 2MP Dome - Outdoor - H.265 |
| 2 | 01620-001 | IP Camera - AXIS - P9106-V - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic |
| 5 | 01162-001 | IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264 |
| 12 | 01767-001 | IP Camera - AXIS - P9106-V White - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic |
| 5 | 01574-001 | IP Camera Accessory - License - License Plate Verifier |
| 78 | 01491-001 | IP Camera Accessory - SD Card - 128GB |
| 5 | 5507-271 | IP Camera Accessory - AXIS - T91D62 - Parapet Mount |
| 5 | 01513-001 | IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE |

- Old Courthouse

| QTY. | PART NUMBER | DESCRIPTION |
|------|-------------|--|
| 3 | 02100-001 | IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265 |
| 24 | 02113-001 | IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265 |
| 2 | 02330-001 | IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265 |
| 2 | 02218-001 | IP Camera - AXIS - P3727-PLE - x4 2MP Dome - Outdoor - H.265 |
| 3 | 01767-001 | IP Camera - AXIS - P9106-V White - 4MP Anti-Ligature - Indoor - H.265 - Built-in Mic |
| 34 | 01491-001 | IP Camera Accessory - SD Card - 128GB |
| 2 | 5507-271 | IP Camera Accessory - AXIS - T91D62 - Parapet Mount |
| 2 | 01513-001 | IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE |

- Public Safety

| QTY. | PART NUMBER | DESCRIPTION |
|------|-------------|---|
| 2 | 02100-001 | IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265 |
| 10 | 02113-001 | IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265 |
| 6 | 01500-001 | IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265 |
| 4 | 01162-001 | IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264 |
| 4 | 01574-001 | IP Camera Accessory - License - License Plate Verifier |
| 26 | 01491-001 | IP Camera Accessory - SD Card - 128GB |
| 4 | 5507-271 | IP Camera Accessory - AXIS - T91D62 - Parapet Mount |
| 4 | 01513-001 | IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE |

- River Bluff

| QTY. | PART NUMBER | DESCRIPTION |
|------|-------------|---|
| 2 | 02100-001 | IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265 |
| 42 | 02113-001 | IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265 |
| 2 | 02331-001 | IP Camera - AXIS - P3268-LV - 4k Dome - Indoor - MLPU - H.265 |
| 7 | 02332-001 | IP Camera - AXIS - P3268-LVE - 4k Dome - Outdoor - MLPU - H.265 |
| 8 | 01500-001 | IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265 |
| 3 | 01162-001 | IP Camera - AXIS - Q1786-LE - 4MP Bullet - Outdoor - License Plate - H.264 |
| 3 | 01574-001 | IP Camera Accessory - License - License Plate Verifier |
| 64 | 01491-001 | IP Camera Accessory - SD Card - 128GB |
| 8 | 01513-001 | IP Camera Accessory - AXIS - T94N01D - Pendant Kit - P3719-PLE |
| 8 | 5017-641 | IP Camera Accessory - AXIS - T91A64 - Corner Bracket |
| 8 | 5504-821 | IP Camera Accessory - AXIS - T91D61 - Wall Mount Arm |

- Veterans Memorial Hall

| QTY. | PART NUMBER | DESCRIPTION |
|------|-------------|---|
| 6 | 01605-001 | IP Camera - AXIS - M3116-LVE - 4MP Flat-Dome - Indoor/Outdoor - H.265 |
| 3 | 02100-001 | IP Camera - AXIS - M4308-PLE - 8MP 360-Dome - Indoor/Outdoor - DLPU - H.265 |
| 11 | 02113-001 | IP Camera - AXIS - M4216-LV - 4MP Dome - Indoor - DLPU - H.265 |
| 2 | 02330-001 | IP Camera - AXIS - P3267-LVE - 5MP Dome - Outdoor - MLPU - H.265 |
| 3 | 01500-001 | IP Camera - AXIS - P3719-PLE - x4 4MP Dome - Outdoor - H.265 |
| 1 | 01620-001 | IP Camera - AXIS - P39106-V White - 3MP Dome - Indoor - Elevator - H.264 |
| 1 | 01048-004 | IP Camera - AXIS - P3807-PVE - x3 5MP Dome - Outdoor - DLPU - H.265 |
| 27 | 01491-001 | IP Camera Accessory - SD Card - 128GB |
| 4 | 5507-271 | IP Camera Accessory - AXIS - T91D62 - Parapet Mount |
| 4 | 01513-001 | IP Camera Accessory - AXIS - T94N01D - Pendant Kit |
| 2 | 01514-001 | IP Camera Accessory - AXIS - T94N01L - Soffit Mount |
| 2 | 02452-001 | IP Camera Accessory - AXIS - TP3201-E - Soffit Mount |

- Public Safety Building to Justice Center Tunnel

| | | |
|----|-----------|--|
| 12 | 02329-001 | IP Camera - AXIS - P3267-LV - 5MP Dome - Indoor - MLPU - H.265 |
|----|-----------|--|

- Maintenance and Ongoing Service
 - The County to perform onsite service tasks
 - Provide annual licensing costs
 - Provide remote service labor rate
 - Provide annual system upgrade cost including
 - Video management system
 - Client workstation clients
 - TV Wall
 - Camera firmware

UPGRADE INTEGRATORS

DETAILED SPECIFICATIONS

These detailed specifications are as accurate as possible. It will be the Proposer's sole responsibility to be all inclusive with labor, material and equipment necessary to update Integrators at the Criminal Justice Center and Juvenile Detention Center.

I. UNIT DESCRIPTION AND IMPROVEMENTS

A. Criminal Justice Center

- Replace all existing PLC processors
- Replace all existing PLC input/output cards
- Upgrade forty-five (45) existing touchscreen control stations with a new PCs and touchscreen monitors

- d. Provide most up-to-date software
 - e. Provide new licenses for control computers
 - f. Replace all existing Ethernet switches with 10/100/1000 Ethernet switches
 - g. Replace existing security network fiber modules
 - h. Replace existing data logging servers
 - i. Upgrade intercom system
 - j. Provide new Ethernet-base master stations at all forty-five (45) control locations
 - k. Un-terminate existing PLC input/output cards and terminate existing field cabling onto new headend equipment
 - l. Provide one (1) spare control station PC
 - m. Provide removal of all equipment and install new
 - n. Fire caulk around any new penetrations or abandoned old penetrations
 - o. Anything else pertaining to this project that is deficient or required for safe operation
 - p. NOTE There are approximately 616 IP cameras on site
- B. Juvenile Detention Center
- a. Upgrade existing touchscreen control stations with a new PCs and touchscreen monitors
 - b. Provide one (1) spare control station PC
 - c. Upgrade the existing SMS PC
 - d. Replace the existing Ethernet switches with 10/100/1000 Ethernet switches
 - e. Replace the existing intercom headend equipment with a new digital equipment
 - f. Provide network integration to call-up video images from door control system
 - g. Provide two (2) new video viewing client PCs and four (4) new video monitors in central control
 - h. Provide one (1) remote viewing PC and one (1) video monitor in the Superintendent's Office.
 - i. Provide removal of all equipment and install new
 - j. Fire caulk around any new penetrations or abandoned old penetrations
 - k. Anything else pertaining to this project that is deficient or required for safe operation
 - l. NOTE There are approximately 86 IP cameras on site

II. TESTS

- A. At completion of installation and before final acceptance, contractor shall perform all tests and inspections required for certification.
- B. Successful Proposer shall obtain required permits and schedule tests with the appropriate authority.
- C. Must provide as built drawings

III MATERIALS

- A. All fabricated components and material installed shall comply with current local code requirements and items covered in this section if requirements exceed the minimum standard.
- B. Materials shall be manufacturer's standard design and comply with all duty requirements.

IV. ELECTRICAL

All electrical shall comply with current NFPA standards

V. INSPECTION

- A. Field verify all requirements for work specified in this section including, but not limited to, the following:
 - a. Site dimensions
 - b. Unit sizes
 - c. Minimum clearances
 - d. Electrical needs
 - e. Any dimensions or information that are required to furnish and install all items specified.

VI. FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed in accordance with current local code.
- B. Supply instruments and execute required tests.

VII. CLEANING

- A. Remove protective coverings from finished surfaces and components ready for inspection.
- B. Contractor shall maintain a clean work space each day at the end of the work day.
- C. Dispose of all removed materials within the guidelines of the EPA.

VIII. TRAINING

- A. Supply owner training for proper use and maintenance of all new equipment.
- B. Provide owner with operation and service manuals for all new installed equipment.

VIII. THE COUNTY OF WINNEBAGO WILL:

- A. Provide access to equipment rooms.
- B. Provide, without charge, adequate power for tools during construction, starting, testing, and adjusting of equipment.
- C. Provide escorts to and from the work sites as needed.

IX. WORK HOURS

- A. All work to be performed during "normal work hours." Overtime will not be paid for this project.

X. WORK LOCATION

- A. The work to be performed is inside the Winnebago County Adult Detention Center and Winnebago County Juvenile Detention Center.

- a. All Non-County employees will need to be escorted to and from the work site, no exceptions.
- b. Everyone who will be working in the detention centers are subject to a background check.
- c. Background checks are the responsibility of the successful Proposer to obtain, pay for, and furnish to the County before any work can begin.

Bids must be all inclusive, if subcontractors are required it is the responsibility of the successful Proposer to obtain, coordinate, and compensate them. Subcontractors are to be listed on Bid Subcontractor Form.

END OF SECTION FOUR: SCOPE OF WORK

SECTION FIVE: RESPONSE REQUIREMENTS & EVALUATION CRITERIA

CRITERIA OF AWARD

Evaluation of Proposals will be performed by the County’s selected Evaluation Committee.

Proposals may not be considered, and may be rejected as non-responsive, unless the Proposal includes complete responses to everything addressed in the Scope of Work and Proposer Response Requirements.

METHOD OF PROPOSAL EVALUATION

Award will be made to the Proposer whose Proposal is in the best interest of the County. Proposals will be evaluated by an Evaluation Committee according to the following criteria:

| # | Criteria | Maximum Point Values | Comment |
|---|--|----------------------|---|
| 1 | Firm Qualifications | 35 points | Provide references which closely relate to the requirements of this RFP. Describe experience performing work similar in scope and volume to that being solicited, and when this work was performed. |
| 2 | Project Understanding/Schedule | 30 points | Demonstrate detailed understanding of project objectives and requirements, and how you will carry out those responsibilities. |
| 3 | Price | 30 points | Pricing should be for itemized units of work by building. Itemized pricing must be at a level of detail which will match future invoice line items. |
| 5 | Followed Proposal Response Requirements | 5 points | Follow RFP guidelines and submittal requirements. |

There is a potential for Oral Interviews for top scoring Proposers, if it is in the best interest of the County.

PROPOSER RESPONSE REQUIREMENTS

Please follow the Proposal instructions as laid out below;

Proposal Title Page (Section 1)

The title page should include, at minimum, the following:

- **Name of Project /RFP**
- **Submitted by** [Proposer's Name]
- **Date of Submittal** [MM/DD/YYYY]

Letter of Transmittal (Section 2)

The transmittal letter shall:

- Indicate the intention of the Proposer to adhere to the provisions described in the RFP without County approved modification.
- Identify the submitting organization.
- Identify the person, by name and title, authorized to contractually obligate the organization.
- Identify the contact person responsible for this response, specifying name, title, mailing address, phone, and email address.
- Acknowledge addendums made to this RFP.
- Acknowledge the Proposal is considered firm for one hundred and twenty (120) days after the due date for receipt of Proposals or receipt of the last best and final offer submitted.
- Provide the original signature of the person authorized to contractually obligate the organization.
- Signed by a company representative who is authorized to negotiate on behalf of the company.

Proposal Table of Contents (Section 3)

The Proposal table of contents should outline Proposer Response Section.

Proposal Executive Summary (Section 4.1)

Include a brief executive overview of your Proposal and any additional noteworthy information.

Proposer Qualifications and Litigation History (Section 4.2)

The Proposer should provide:

- A brief profile of the company.
- A brief description of the organization structure and primary products and services provided.

- Company's experience in performing work of a similar nature to that solicited in this RFP.
- Highlight participation in such work by key personnel proposed for assignment to this project.
- Identify where you are located and where your support staff will be coming from.

Proposer References (Section 4.3)

List a minimum of 4 references, including at least 2 governmental entities, **(Forms are in Section 6: REFERENCES)** whom you have provided similar size and scope of services. (All references will be contacted)

Project Design, Staffing and Organization (Section 5.1)

This section shall identify key personnel who will be assigned to the project, assuming a 2023 start date. Preferably, identify the Account Executive, Project Manager(s), and key off-site team members, as deemed appropriate.

The specific staff identified in the Proposal may not be changed prior to commencement of work or during the course of the project without the specific approval of County's designee and two-week notice. Replacement candidates must have the same or higher level of similar experience as the original project team member they replace. Resumes of replacements shall be submitted with all applicable information.

As part of their duties, Proposer personnel may come in contact with confidential information, and are required to hold confidential any such information. The Proposer must attest that team members have not been convicted of a felony offense and a background check has been performed. Proposer is responsible for background check.

Proposal Narrative (Section 5.2)

Project Management:

- Please describe the experience and qualifications of key members of the project team.
- Please provide specific risks you see related to this project and how your organization will manage/mitigate these risks.

Solution Profile:

- This section should address the general requirements described previously in this RFP in **SECTION 4: SCOPE OF WORK**.

Specification Exceptions:

- This section should include any specification exceptions you are taking from the RFP.
- Include your work around or alternative, if applicable.

Termination:

- Please clearly outline any provisions and/or penalties if the County were to stop the project prior to completion without cause.

Proposal Pricing (Section 6)

Pricing is an important aspect of the overall evaluation of the Proposer's response. Please provide the level of detail necessary to clearly identify up-front and continuing costs. Clarification regarding responses may be sought.

Because County requirements and budgetary limitations are subject to change, pricing should be for itemized units of work (**See Pricing Page**). This pricing must be at a level of detail that will match future invoice line items. Itemized rates and a not-to-exceed total should be specified based on the effort described in this RFP.

PRICING:

CAMERAS

- ADMINISTRATION BUILDING \$ _____
- ADULT PROBATION \$ _____
- ANIMAL SERVICES \$ _____
- CARRIE LYNN CHILDRENS CENTER \$ _____
- COURTHOUSE \$ _____
- E911 \$ _____
- HEALTH DEPARTMENT \$ _____
- HIGHWAY DEPARTMENT \$ _____
- JUSTICE CENTER \$ _____
- JUVENILE DETENTION \$ _____
- JUVENILE JUSTICE \$ _____
- OLD COURTHOUSE \$ _____
- PUBLIC SAFETY \$ _____
- RIVER BLUFF \$ _____
- VETERANS MEMORIAL HALL \$ _____
- PUBLIC SAFETY TO JUSTICE CENTER TUNNEL \$ _____

MAINTENANCE AND ONGOING SERVICE \$ _____

RECORDERS

- RECORDING GROUP #1- DATACENTER \$ _____
- RECORDING GROUP #2- JUSTICE CENTER \$ _____
- RECORDING GROUP #3- JUVENILE DETENTION CENTER \$ _____

INTEGRATORS

- ALL INCLUSIVE WITH LABOR, MATERIAL & EQUIPMENT \$_____

* Please list any other costs associated with fulfilling this project not listed above in your Proposal.

END OF SECTION FIVE: RESPONSE REQUIREMENTS & EVALUATION CRITERIA

SECTION SIX: REFERENCES

List below a minimum of 4 references, including governmental entities, whom you have provided similar services. (All references will be contacted)

1. Business: _____
Address: _____
City, State, Zip: _____
Telephone and Email: _____
Contact Person: _____
Date and scope of Project: _____

2. Business: _____
Address: _____
City, State, Zip: _____
Telephone and Email: _____
Contact Person: _____
Date and scope of Project: _____

3. Business: _____
Address: _____
City, State, Zip: _____
Telephone and Email: _____
Contact Person: _____
Date and scope of Project: _____

4. Business _____
Address: _____
City, State, Zip: _____
Telephone and Email: _____
Contact Person: _____
Date and scope of Project: _____

END OF SECTION SIX: REFERENCES

SECTION SEVEN: PROPOSAL SIGNATURE FORM

| | | | |
|-------------------------|--|-----------------|--|
| Name of Proposer | | | |
| Contact Person | | | |
| Address | | | |
| City, State, ZIP | | | |
| Telephone | | FEIN No. | |
| Email(s) | | | |

TO: Winnebago County Purchasing Department

The undersigned, being duly sworn, certifies they are an:

- OWNER/SOLE PROPRIETOR
 MEMBER OF PARTNERSHIP
 AN OFFICER OF CORPORATION
 MEMBER OF JOINT VENTURE

Further, as the Proposer, declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he/she has fully examined the proposed forms of agreement and the scope of services or work specifications for the above designated service, and all other documents referred to or mentioned in the solicitation documents, specifications and attached exhibits, including Addenda.

(Proposer, must list below any and all Addenda or your offer will be rejected, as non-responsive)

No(s): _____ and _____ and _____ issued thereto;

Further, the undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Proposer and in accordance with the Partnership Agreement or By-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Proposer and is true and accurate. The Affiant deposes and says that he/she has examined and carefully prepared this Proposal and has checked the same in detail before submitting this Proposal, and that the statements contained herein are true and correct.

Further, the Proposer certifies that he/she has provided equipment; supplies or services comparable to the items specified in this solicitation to the parties listed in the Business Reference Form and authorizes the County to verify references of business and credit at its option. Finally, the Proposer, if awarded a contract, agrees to do all other things required by the solicitation documents, and that he/she will take in full payment therefore the sums set forth in any resulting contract award.

SIGNATURE OF PROPOSER

SIGNATURE _____

Name and Title of Signer _____

Dated this _____ **day of** _____ **2023**

AUTHORIZED PROPOSER NEGOTIATOR

Name and Title _____

Phone and Email _____

END OF SECTION SEVEN: PROPOSAL SIGNATURE FORM

RETURN PROPOSAL LABEL

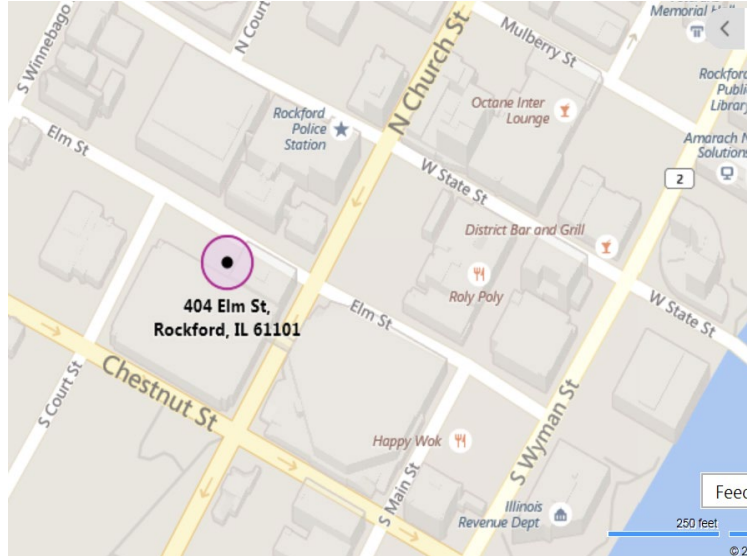


The County of Winnebago, Illinois will receive sealed Proposals at:

**WINNEBAGO COUNTY
PURCHASING DEPARTMENT
404 ELM STREET, ROOM 202
ROCKFORD, ILLINOIS 61101**

All Proposals must be enclosed in sealed envelopes marked:

**“COUNTYWIDE SECURITY
CAMERAS AND INTEGRATOR
SYSTEM”**



ALL SUBMITTALS SHOULD BE LABELED ACCORDINGLY – PLEASE USE BELOW FOR YOUR CONVENIENCE



| | |
|---|--|
| <p>PROPOSAL# 23P-2307</p> | <p>WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET, ROOM 202 ROCKFORD, ILLINOIS 61101</p> |
| <p>PURCHASING DEPARTMENT</p> | |
| <p>PROPOSAL NAME: COUNTYWIDE SECURITY CAMERAS AND INTEGRATOR SYSTEM</p> | |
| <p>PROPOSAL DUE DATE/TIME: – 11:00 AM</p> | |



Resolution Executive Summary

For ARPA or CIP Projects

Prepared By: Purchasing Department for Board Office
Committee Name: Operations and Administrative Committee
Committee Date: October 19, 2023
Board Date: October 26, 2023
Resolution Title: Resolution Awarding Winnebago County Design Proposal for Family Courts Center

Budget Information

| | |
|--|-------------------------|
| Budgeted? ARPA Phase 2 | Amount Budgeted? |
| If not, originally budgeted, explain the funding source? | ARPA Phase 2 |
| If ARPA or CIP funded, original Board approved amount? | \$975,000 |
| Over or Under approved amount? | By: |
| Reason for ARPA or CIP increase? | |
| If ARPA funded, was it approved by Baker Tilly? YES | |
| ORG/OBJ/Project Codes: 61300-46320-RP028 Descriptor: ARP – Building Improvement | |
| Budget Impact? | |

Background Information: We have been working with Larson & Darby, the Family Courts, and the County operations team to finalize a conceptual design and budget for the Family Courts Center project. Larson & Darby have been engaged in numerous conceptual studies and budgeting efforts over the course of the last two years to determine an appropriate scope for the project. The team reached consensus on a conceptual project scope in April 2023 along with an updated project budget in May 2023. Also, please reference the attached DRAFT schedule outline the proposed timeline for this project. (RESOLUTION EXHIBIT B)

Recommended By: County Administration and Consultant Jeff Duesterbeck

Follow-Up Steps: The Purchasing Department will issue a County Purchase Order to Larson & Darby for \$975,000.

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

2023 CR

RESOLUTION AWARDING WINNEBAGO COUNTY DESIGN PROPOSAL FOR FAMILY COURTS CENTER

WHEREAS, the County has been working with Larson & Darby for a few years to finalize a conceptual design and budget for the Family Courts Center project; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the design proposal for the Family Courts Center and recommends awarding the agreement as follows:

LARSON & DARBY GROUP
4949 HARRISON AVENUE, SUITE 100
ROCKFORD, ILLINOIS 61108

(See RESOLUTION EXHIBIT A)

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to award an agreement on behalf of the County of Winnebago, with LARSON & DARBY GROUP, 4949 HARRISON AVENUE, SUITE 100. ROCKFORD, ILLINOIS 61108.

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 Facilities, Purchasing Department, Board Office, Finance Director and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

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
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



Larson & Darby Group
Architecture Engineering Interiors

1963
2023

September 27, 2023

Jeff Duesterbeck
Development Manager
Huffman Keel Partners, Inc.
Via email at jeffd@huffmankeel.com

Re: Proposal for Professional Services – Family Courts Center
Winnebago County

Dear Jeff:

Larson & Darby Group (LDG) is committed to building trusted partnerships, through a journey of discovery and inquiry, in the creation of exceptional environments. This mission is what drives our architects, engineers, and interior designers as we work to support your organization's success. We look forward to the opportunity to work with you and it is our pleasure to provide this proposal for your upcoming project.

I. PROJECT UNDERSTANDING

It is our understanding that Winnebago County is considering renovations and additions to the existing Winnebago County Public Safety Building located at 204 S 1st Street in Rockford, Illinois. The proposed renovations and additions will accommodate a new Family Courts Center concept.

The general scope of work, as we understand it, is based upon the conceptual design developed by LDG and includes the following:

- A. First and second floor renovations and additions as indicated on attached conceptual design plans dated November 9, 2021.
- B. LDG has already provided a conceptual design package and a preliminary rough order of magnitude opinion of probable cost, including architectural design and engineering fees, which was updated May 16, 2023.
- C. Based on the approved conceptual design package, this proposal includes schematic design, design development, contract documentation, bidding and negotiations, and construction administration phase services.
- D. LDG will perform existing facility survey and documentation of existing conditions.
- E. Furniture, Furnishings, and Equipment (FF&E) design, selection, specification, or procurement are excluded from this proposal.



- F. This proposal assumes all ductwork, piping, conduit, wiring, equipment, etc. will be removed prior to start of work. This project will start at a “white box” status prepared for a new tenant by others.
- G. It is assumed that utilities, including domestic water, sanitary, and vent will be stubbed into the tenant spaces at both first and second floor by the core and shell design consultant.
- H. Fire protection shall be a performance specification and scope design. Final design documents, calculations, and submittals shall be completed by the fire protection contractor.
- I. This proposal is based upon extension of supply, return, and exhaust ductwork from core and shell building systems installed as part of the core and shell development/construction project. The proposal assumes design of a variable volume system equipped with vav terminals units with hot water reheat.
- J. It is assumed that power will be brought to the space(s) from an owner metered location by the core and shell design consultant. The design team will provide the power distribution from the tenant electrical panels throughout the tenant space.
- K. The design team will coordinate with the county’s vendors/contractors for locations and power requirements for low voltage/technology systems. The design team will provide rough-in only and provide power to headend equipment for the following low voltage/technology systems:
 - 1. Voice/Data systems - All data/server equipment will be designed and provided by others.
 - 2. Card Access - All systems design will be provided by others.
 - 3. Security/CCTV – All systems design will be provided by others.
- L. The design team will provide civil, architectural, interior design, structural, plumbing, fire protection, mechanical, and electrical design and engineering services for a complete package for plan review, bidding, and construction.
- M. Sustainable design objectives are not being considered at this time.
- N. Winnebago County will engage a third-party firm to provide cost estimating services for this project.

II. PROFESSIONAL SERVICES

LDG proposes to provide architectural and interior design services. For this assignment, we have partnered with DC Engineering, Inc. for structural design and engineering services and JDR Engineering, Inc. who would provide mechanical, electrical, plumbing, fire protection, and technology design and engineering services.

We will provide professional design and engineering services for the following project phases:



A. Schematic and Design Development

LDG will prepare drawings and/or narratives for the proposed project work.

Schematic and Design development documents will include:

1. Site layout
2. Building Code Analysis
3. Drawings and/or narratives describing the scope of work; drawings and/or narratives will describe the following:
 - a. Architectural or General Construction items/systems
 - b. Interior Design
 - c. Structural systems – footings foundations, floor slab, structural steel framing (columns, beams and joists) and roof deck
 - d. Plumbing systems – domestic water, sanitary sewer and storm/roof drainage
 - e. Fire suppression/sprinkler system
 - f. HVAC system
 - g. Electrical systems - power, lighting, and electrical systems
 - h. Technology infrastructure

B. Contract Documents

LDG will prepare the required drawings and specifications that will allow Winnebago County to competitively bid the work with multiple general contractors.

Contract documents will include:

1. Drawings:
 - a. Site development plans and details
 - b. Demolition plans
 - c. Floor plans and details
 - d. Roof plans and details
 - e. Room finish and opening schedules and details
 - f. Exterior Elevations and details
 - g. Building Sections
 - h. Wall Sections and details
 - i. Enlarged plans and details
 - j. Interior elevations and details
 - k. Reflected ceiling plans and details
 - l. Structural plans and details
 - m. Plumbing plans and details
 - n. Fire Protection plans and details
 - o. HVAC plans and details
 - p. Electrical – power, emergency power, lighting and fire alarm systems plans and details
 - q. Technology infrastructure plans and details
2. Project Manual:
 - a. Contractual Conditions – LDG will coordinate with Winnebago County on the development and issuance of contractual conditions and bidding requirements.



- b. Technical specifications will be prepared by LDG as required for the civil, architectural, interior design, structural, plumbing/piping, fire protection, HVAC, and electrical systems.

Contract documents will be prepared in electronic format and will also be issued to bidders in electronic format.

Following the completion of the contract documents, LDG will complete the necessary applications/forms and submit the documents for plan review; the general contractor and the selected prime subcontractors will be responsible for the procurement of permits.

C. Bidding and Negotiations

LDG will assist Winnebago County in procuring bids from multiple subcontractors.

Services will include preparation of addenda and review of subcontractor proposals/bids.

D. Construction Administration

Services provided during the Construction Administration will include:

1. Attendance at up to (24) twenty-four on-site Owner/Architect/Contractor (OAC) meetings
2. Provide coordination of and responses to contractors' requests for information (RFIs)
3. Review of contractors' shop drawings and submittals
4. Conduct inspections to determine the date/dates of substantial completion and the date of final completion
5. Administrative work as required to process/review contractor's payment requests, change orders, etc.

E. Work Not Included

Items not included in LDG's scope of services are as follows:

1. Programming services
2. Multiple preliminary designs
3. Geotechnical investigations and engineering services
4. Furniture, Furnishings, and Equipment design, selection, specification, or procurement
5. Value Engineering prior to and/or following receipt of contractor proposals
6. Cost estimating services
7. On-site project representation
8. Commissioning services
9. Preparation of record documents (record documents will be the responsibility of the contractors)
10. Sustainable design services
11. Energy modeling services
12. Fast-track design services
13. Multiple bid packages
14. Historic preservation services
15. Plan review and building permit fees



F. Contract

Purchase order shall acknowledge that the responsibilities and services of the architect/engineer are as defined in AIA B101-2017 Standard Form of Agreement Between Owner and Architect.

III. COMPENSATION

A. Basic Services

Compensation for the basic professional services outlined above, excluding reimbursable expenses, is proposed to be provided on a lump sum basis for **Nine Hundred Seventy-Five Thousand Dollars (\$975,000.00)**.

Requests for scope changes, alternates, changes after the working drawings are complete, record drawings, and value engineering will be evaluated at the time of their request and will be invoiced in addition to the fees outlined above. The additional compensation for these items will either be negotiated or on an hourly basis.

B. Reimbursables

Costs, including those for document reproductions, document postage and handling, travel, and plan review submission are not included in the above amount and will be billed at 1.1 times the expenses incurred.

IV. SCHEDULE

LDG will develop a definitive project schedule in consultation with the project team during the preliminary phase of our work.

We appreciate the opportunity to be of assistance to Winnebago County and are excited at the prospect of partnering with you on this project. We look forward to hearing from you.

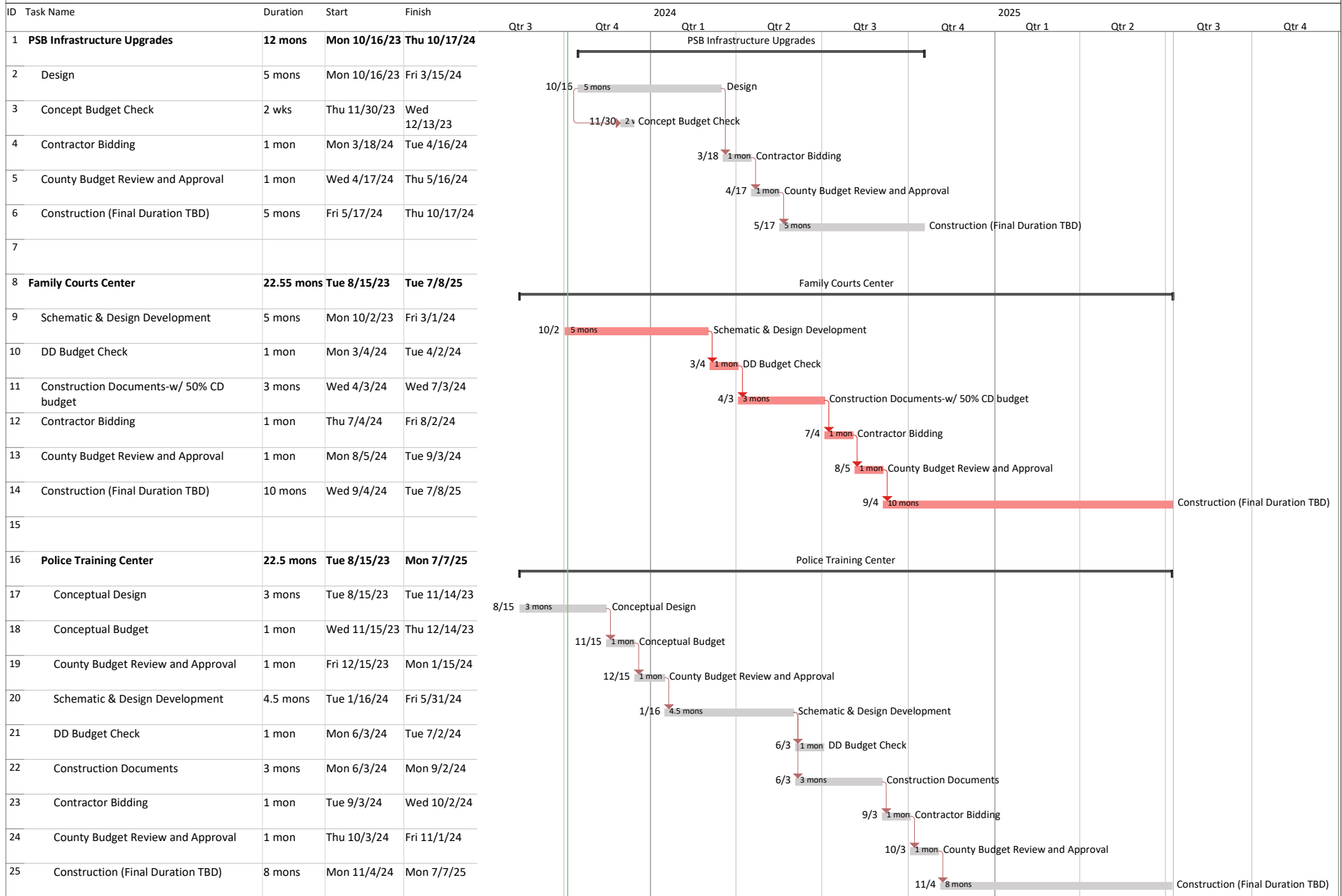
If you have any questions or would like additional information, please contact me at 815-484-0739, ext. 110 (office) or 815.985.9786 (cell) or via e-mail at canderson@larsondarby.com.

Kind Regards,

Christopher W. Anderson AIA, NCARB, LEED AP
President

C: Gedeon Trias, LDG
Stephen Nelson, LDG
Mary Beth Peterson-Johnson, LDG

Winnebago County PSB Projects Schedule Dated Thu 10/5/23





Resolution Executive Summary

For ARPA or CIP Projects

Prepared By: Purchasing Department for Board Office
Committee Name: Operations and Administrative Committee
Committee Date: October 19, 2023
Board Date: October 26, 2023
Resolution Title: Resolution Awarding Winnebago County Design Proposal for Public Safety Building Infrastructure

Budget Information

| | |
|--|-------------------------|
| Budgeted? ARPA Phase 2 | Amount Budgeted? |
| If not, originally budgeted, explain the funding source? | ARPA Phase 2 |
| If ARPA or CIP funded, original Board approved amount? | |
| Over or Under approved amount? | By: |
| Reason for ARPA or CIP increase? | |
| If ARPA funded, was it approved by Baker Tilly? YES | |
| ORG/OBJ/Project Codes: Descriptor: ARP – Building Improvement | |
| Budget Impact? | |

Background Information: Through extensive coordination and discussion with the County Operations and Maintenance teams, it was determined that the existing mechanical, electrical, and plumbing systems in the Public Safety Building (PSB) need to be updated as they are inefficient and beyond their useful life. Much of the PSB building sits vacant, but to allow for the buildouts of the Family Courts Center and Police Training Center project, the base building infrastructure needs to be upgraded with new boilers, chillers, electrical service, fire protection, etc. Design proposals were received from design firms in June/July 2023 and Ring & DuChateau, LLP. was the recommended design firm. Please reference the attached schedule outlining a DRAFT timeline for design and construction activities for this project (RESOLUTION EXHIBIT B)

Recommended By: County Administration and Board Consultant Jeff Duesterbeck

Follow-Up Steps: The Purchasing Department will issue a County Purchase Order to Ring & DuChateau, LLP. for \$192,000.

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

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

2023 CR

**RESOLUTION AWARDING WINNEBAGO COUNTY DESIGN PROPOSAL FOR PUBLIC SAFETY
BUILDING INFRASTRUCTURE**

WHEREAS, the Administration for the County of Winnebago, Illinois (County), has determined that the Public Safety Building is in need of infrastructure design services; and,

WHEREAS, design proposals were received from design firms in June/July 2023; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the design proposals for the Public Safety Building Infrastructure and recommends awarding the agreement as follows:

RING & DUCHATEAU, LLP.
17400 WEST CAPITOL DRIVE
BROOKFIELD, WI 53045

(See RESOLUTION EXHIBIT A)

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to award an agreement on behalf of the County of Winnebago, with RING & DUCHATEAU, LLP., 17400 WEST CAPITOL DRIVE, BROOKFIELD, WISCONSIN, 53045.

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 Facilities, Purchasing Department, Board Office, Finance Director and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

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
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

R & D Proposal Number: 223175
Agreement Between Client & Engineer

Revised 10/4/2023

This agreement, made **October 4, 2023** by and between Ring & DuChateau, LLP of Milwaukee, Wisconsin (here in referred to as "Engineer") and **Winnebago County** (here in after referred to as "Client") to provide **HVAC/Plumbing/Fire Protection/Electrical Engineering Services** for **Winnebago County Public Safety Building Core Building System Design** per the terms and conditions on the last page of this document and the following:

1. Schedule: See #5 Sequence of Events section below for more information on schedule.
2. Description of project work:
 - Conceptual Design Report for initial scope development.
 - Construction Documents and Specifications.
 - Assist with bidder evaluations and interviews as needed.
 - Construction Administration including:
 - Submittal review
 - Virtual bi-weekly contractor-run construction meetings.
 - Bi-monthly field observations
 - Final punchlist
3. Scope of Engineer's services shall include the following:

| ITEM | INCLUDED | NOT INCLUDED | ITEM | INCLUDED | NOT INCLUDED |
|--|-------------------------------------|-------------------------------------|---|-------------------------------------|-------------------------------------|
| Existing Conditions Site Visits | <input checked="" type="checkbox"/> | <input type="checkbox"/> | State Approval Fees | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Testing Existing Equipment Performance | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Construction Site Observation Visits (4 Max) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Conceptual Design narratives to aid in budgeting | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Shop Drawing Reviews | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Design Development Plans & Specs | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Assist the Client in Reviewing Bids | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Construction Documents Specs & Plans | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Pre-Bid & Pre-Construction Meetings with Contractor | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Electrical Site Work | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Attend Construction Meetings, virtually | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Plumbing Site Work | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Review Payment & Change Order Applications | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| HVAC Site Work | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Commissioning of Systems | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Opinion of Probable Construction Cost | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractor As Builts Transferred to Auto-Cad | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Submit for State Approvals (as needed) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Other Services Included: Click here to enter text. | | |

4. Fee Basis: Fixed Fee of 4.27% of construction cost.

Using an assumed construction budget of \$4,500,000 the resulting fee is $(4,500,000 \times 0.0427 =)$ **\$192,000**. Ring & DuChateau will submit monthly progress billings. The engineering fee will be adjusted as the actual construction budget is established. At the completion of the project once all the costs are accounted for, if the final cost is +/- 6% of the initial construction budget the engineering fee will be adjusted accordingly.

Hourly rates for Time and Material work and additional work on fixed sum contracts shall be charged in accordance with the following schedule:

| | | | |
|-------------------------|---------------------|---------------------------|---------------------|
| Partner | \$140.00 - \$195.00 | Project Manager/Associate | \$125.00 - \$165.00 |
| Commissioning Provider | \$95.00 - \$145.00 | Project Engineer | \$105.00 - \$140.00 |
| Engineer | \$95.00 - \$115.00 | Lighting System Designer | \$90.00 - \$105.00 |
| Technology/Telecom | \$100.00 - \$125.00 | Designer/Coordinator | \$85.00 - \$115.00 |
| BIM Technician/Designer | \$70.00 - \$115.00 | Admin/Accounting/IT Tech | \$70.00 - \$100.00 |

All expenses are not included in the Fee and will be billed at cost.

5. Sequence of Events:

1. ~~User meetings to set phasing, current and future scope of remodeling, and budget goals. (2 weeks)~~
Completed
2. ~~Update Proposal with Study Fee and updated scope~~ (Complete with this document)
3. Complete Conceptual Design for budgeting by others. (2 weeks)
4. Budget check and lock-in project scope. (~2-4 weeks depending on contractor availability)
5. R&D develop final design fee based on locked-in project scope. (1 week)
6. Develop plans and specifications for bidding. (3-4 months)
7. Bid work to contractors. (1 months)
8. Award work to contractors. (1 month)
9. Contractor equipment procurement, phasing, and planning. (3-4 months)
10. Asbestos abatement as needed. (during #4 above)
11. Construction starts in colder weather when chillers are offline. (~6 months or Winter of 2024/25)
 - a. Demo (2) cooling towers on roof and (2) 360 ton chillers in basement.
 - b. Demo chilled water piping where needed to make room for new piping.
 - c. Install new air cooled chillers on roof.
 - i. (3) at approximately 230ton.
 - d. Install new modular hot water boilers in old chiller room.
 - i. Approximately (4) at 3000 MBH each.
 - e. Install new hot water and chilled water (glycol) piping risers and mains.
 - f. Install new pumps and piping specialties in basement.
 - g. Install new DDC headend controls.
 - h. In occupied areas install new AHUs, ductwork, controls, etc. as needed.
 - i. In unoccupied areas install hot water unit heaters for freeze protection.
 - j. New plumbing piping, equipment
 - k. New water service from street
 - l. New fire protection headend and wet standpipes
 - m. Electrical work, gear, generator, ATs, panels, etc.
 - n. Demo or abandon steam boilers and related steam piping
12. Commissioning (recommended) (1 weeks)
13. Closeout

This agreement entered into as of this day and year first written above.

| | |
|-----------------|-----------------------|
| Client | Ring & DuChateau, LLP |
| Signature _____ | Signature _____ |

| | |
|-------------------------|--------------------------------------|
| Print Name and Title | Project Engineer |
| Client Name/Title _____ | Mike Hoadley, Associate, Sn PM _____ |

See following page for Terms and Conditions

CC: Accounting-2023 Ring & DuChateau

TERMS AND CONDITIONS

Unless otherwise stated the Engineer will have access to the site for activities necessary for the performance of the services. The Engineer will take precautions to minimize damage to these activities, but has not included in the fee the cost of restoration of any resulting damage.

The Engineer shall have the authority to reject Work which does not conform to the Contract Documents and will have authority to require additional inspection or testing of the Work whenever, in the Engineer's responsible opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents.

The Client shall furnish structural, mechanical, chemical, test for hazardous materials, and any other laboratory and environmental tests, inspections and reports required by law of the Contract Documents. The Engineer shall be entitled to rely on the accuracy and completeness thereof.

It is recognized that neither the Engineer nor the client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any opinion of Probable Construction Cost prepared or agreed to by the Engineer.

Any claims or disputes made during design, construction or post-construction between the Client and the Engineer shall be submitted to non-binding mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Client upon not less than seven days written notice to the Engineer in the event that the project is permanently abandoned.

Failure of the Client to make payments to the Engineer in accordance with the Agreement shall be considered substantial nonperformance and cause for termination. If the Client fails to make payment when due the Engineer for services, the Engineer may, upon seven days written notice to the Client, suspend performance of services under this Agreement. Unless payment in full is received by the Engineer within 7 days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Engineer shall have no liability to the Client for delay or damage caused by the Client because of such suspension services.

In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to Termination Expenses. Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are attributable to termination.

The Agreement represents the entire and integrated agreement between the Client and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument by both Client and Engineer.

Invoices for services shall be submitted, at the Engineer's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Engineer may, without waiving any claim against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

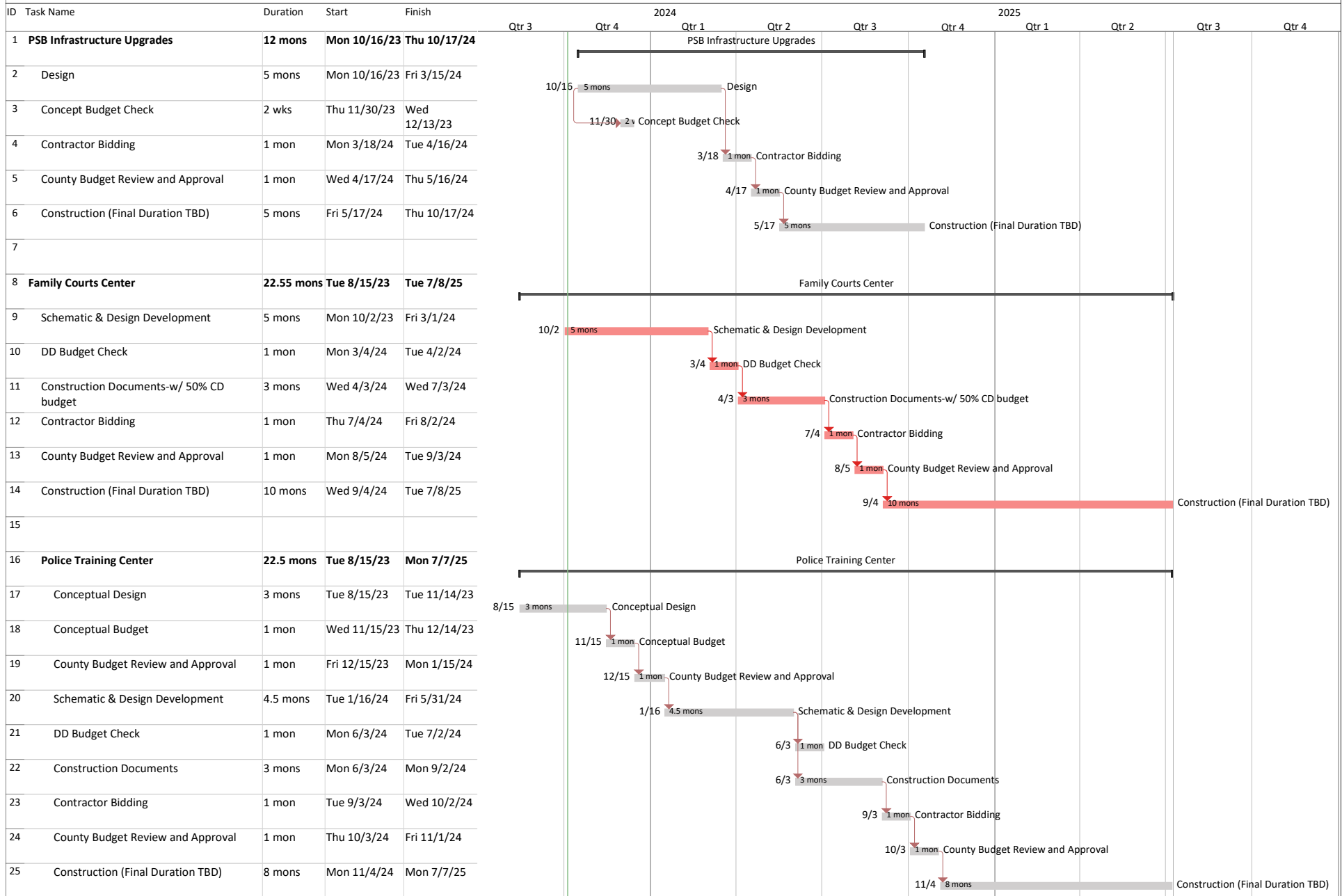
The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Engineer's officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence of willful misconduct of the Engineer.

Guarantees and Warranties: The Engineer, shall not be required to execute any document that would result if its certifying, guaranteeing or warranting the existence of conditions whose existence Engineer cannot ascertain.

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Engineer the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, that the Engineer's total liability to the Client and all injuries, claims, losses, expenses, damages or expenses arising out of this agreement from any cause, shall not exceed five (5) times our fee or \$100,000.00 whichever is less. Such causes include, but are not limited to, the Engineer's negligence, errors, omissions, strict liability, and breach of contract of breach of warranty.

Initial here: _____(Ring & DuChateau, LLP) ___MH___(Client).

Winnebago County PSB Projects Schedule Dated Thu 10/5/23





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:

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

**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 of 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

Keith McDonald, Chairman

Valerie Hanserd, Vice Chair

Valerie Hanserd, Vice Chair

John Butitta

John Butitta

Paul Arena

Paul Arena

Joe Hoffman

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

County Board Meeting: October 26, 2023

**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

**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.

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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.

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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.

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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.

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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.

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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.

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

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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.

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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.

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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.

Deleted: *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. ¶

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.

Deleted: 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. ¶

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.

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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:

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- (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

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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.~~

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Deleted: 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.

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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:

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(1) They or any member of their immediate family has a financial interest pertaining to the procurement or purchase.

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(2) A business or organization in which they, or any member of their immediate family, has a financial interest pertaining to the procurement.

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(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.

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(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.

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(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.

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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.

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(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.

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(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.

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(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.

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(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.

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(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.

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(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

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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

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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.

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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.

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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.*

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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

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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.

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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.

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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.

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(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

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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.

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(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.

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(3) *Receipt acknowledgment.* 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.

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(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.

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

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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.*

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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.*

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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.*

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- (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.*

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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.*

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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.*

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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.

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(q) *Cancellation of a solicitation.*

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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.*

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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.*

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(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.

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- 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.

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- 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.

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(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.*

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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.*

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(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.

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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.

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(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.~~

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(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.

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(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

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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.~~

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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.~~

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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.

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(cc) ~~County records retention.~~

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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.~~

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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.~~

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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.~~

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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.

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(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.

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(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.

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(ji) 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:

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(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.

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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

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(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.

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(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 ~~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.

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(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.

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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 of 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.

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(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.

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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.

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(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*

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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.

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(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.

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(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.

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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.

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(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:

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- 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.

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Respectfully submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

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AGREE

DISAGREE

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Keith McDonald, Chairman

Keith McDonald, Chairman

Valerie Hanserd, Vice Chair

Valerie Hanserd, Vice Chair

John Butitta

John Butitta

Paul Arena

Paul Arena

Joe Hoffman

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

Discuss Chief Operating Officer Position