

**Winnebago County Board  
Regular Adjourned Meeting  
Thursday, May 10, 2018**

**A M E N D E D   A G E N D A**

**Call to Order -----CHAIRMAN FRANK HANEY**

**Agenda Changes-----CHAIRMAN FRANK HANEY**

**Roll Call-----COUNTY CLERK, TIANA J. McCALL**

**Invocation -----S. SCHULTZ**

**Awards, Presentations and/or Proclamations and Public  
Participation**

**Awards**                    -   “Chairman’s   Service   Excellence   Award”   –  
Received by Judge K. Patrick Yarbrough

**Presentations**                    -   None

**Proclamations**                    -   “Chairman   and   Mayor’s   Youth   Advisory  
Council” – Accepted by Youth Advisory Council  
Members

**Public Participation**    -   Dorothy Reddic                    -   ADA -   PRO

## **Minutes**

**“May I Please Have a Motion to Approve the Minutes from April 12, 2018 Meeting and to Layover the Minutes from the April 26, 2018 Meeting.**

## **Announcements & Communications-----TIANA J. McCALL**

**“The Items Listed Below Were Received as Correspondence”  
Chairman Haney To Be “PLACED ON FILE”.**

- 1. County Clerk McCall received from the United States Nuclear Regulatory Commission the following:**
  - A. Braidwood, Units 1 and 2 – Acceptance Review and Resource Estimate Regarding Relief**
  - B. Byron, Unit 2, Acceptance Review Regarding Utilization of accident tolerant fuel lead test assemblies**
  - C. Braidwood, Units 1 and 2 – Acceptance Review and Resource Estimate Regarding Relief Request 14R-04**
  - D. Braidwood, Units 1 and 2 – Acceptance Review and Resource Estimate Regarding Relief Request 14R-01**
  - E. Braidwood, Units 1 and 2 - Acceptance Review and Resource Estimate Regarding Relief Request 14R-02**
  - F. Braidwood, Units 1 and 2 – Acceptance Review and Resource Estimate Regarding Relief Request 14R-03**
  - G. Braidwood Units 1 and 2 – Acceptance Review and Resource Estimate Regarding Relief Request 14 R-05**
  - H. Byron Station, Units 1 and 2 – Documentation of the Completion of Required Actions Taken in Response to the Lessons Learned from the Fukushima DAI-ICHI Accident**
  - I. Braidwood Station, Units 1 and 2 – Documentation of the Completion of Required Actions Taken in Response to the Lessons Learned from the Fukushima DAI-ICHI Accident**

- J. Summary of April 26, 2018, Meeting with Exelon Generation Company, LLC Regarding Draft Guidance for Emergency Response Organization Staffing (EPID L-2018-LRM-0028)**
  - K. Braidwood, Units 1 and 2 – Acceptance Review and Resource Estimate Regarding Relief Request 14R-04**
  - L. Information Request to Support Upcoming Problem Identification and Resolution Inspection at Braidwood Nuclear Power Station, Units 1 and 2.**
  - M. Federal Register / Vol. 83, No. 89 / Tuesday, May 8, 2018 / Notices**
  - N. Federal Register / Vol. 83, No. 89 / Tuesday, May 8, 2018 / Notices**
  - O. Byron Station, Units 1 and 2 – NRC Design Bases Assurance Inspection (TEAMS) Inspection Report 05000454/2018010; 05000455/2018010**
  - P. U.S. Nuclear Regulatory Commission Analysis of Licensees' 2017 Decommissioning Funding Status Reports**
- 
- 2. County Clerk McCall received from Comcast a letter regarding Changes to the Comcast channel line-up in our community.**
  - 3. County Clerk McCall received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report for May, 2018.**
  - 4. County Clerk McCall received from Nancy L. McPherson, Winnebago County Recorder the Monthly Report for April, 2018**
  - 5. County Clerk McCall received from ComEd a letter regarding their intent to perform vegetation management activities on distribution circuits in our area within the next few months.**

**GO TO REGULAR AGENDA**

**REVISED**  
**WINNEBAGO COUNTY BOARD**  
**AGENDA**



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

**Thursday, May 10, 2018**  
**6:00 p.m.**

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

- Awards – “Chairman’s Service Excellence Award” – Received by Judge K. Patrick Yarbrough
- Presentations – None
- Proclamations – “Chairman and Mayor’s Youth Advisory Council” – Accepted by Youth Advisory Council Members

**Board Member Correspondence**

**Chairman’s Report**

**County Administrator’s Report**

- Fiscal Year 2018 General Fund and Public Safety Sales Tax Fund Projection
- Tax Levy Options – Tom Walsh

**Consent Agenda**

- Raffle Report

**Standing Committee Reports**

**1. Finance Committee – Ted Biondo, Committee Chairman**

- A. Committee Report
- B. Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Gloria Smith Versus Winnebago County
- C. Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Jenny Zammuto Versus Winnebago County

**2. Zoning Committee – Jim Webster, Committee Chairman**

- A. Planning and/or Zoning Requests: None
- B. Committee Report

3. **Economic Development Committee – Fred Wescott, Committee Chairman**
  - A. Committee Report
4. **Operations & Administrative Committee – Gary Jury, Committee Chairman**
  - A. Committee Report
  - B. An Ordinance Amending Sections of Chapter 2 of the County Code of Ordinances to be Laid Over
  - C. Resolution Authorizing the Chairman of the County Board to Execute an Agreement for Software Development Services With Myndmatch
  - D. Resolution Authorizing an Amendment to the Intergovernmental Agreement Between the County of Winnebago and the Rockford Housing Authority for the Nondisclosure of Confidential Information
5. **Public Works Committee – Dave Kelley, Committee Chairman**
  - A. Committee Report
6. **Public Safety Committee – Dave Fiduccia, Committee Chairman**
  - A. Committee Report
  - B. Resolution Approving Intergovernmental Agreement Between the County of Winnebago and the City of Rockford for Temporary Police Department Call Taking and Dispatch Services

### **Unfinished Business**

### **New Business**

#### **Board Appointment(s):**

##### **New Milford Fire Protection District**

Julie Dodd  
Rockford, IL 61109  
May 2018 – May 2021

Robert Sickler (Reappointment)  
Rockford, IL 61109  
May 2018 – May 2021

##### **Board of Review**

Thomas Ewing (Reappointment)  
Rockford, IL 61114  
May 2018 – May 2020

##### **North Park Public Water District**

Deborah Nelson (Reappointment)  
Loves Park, IL 61111  
May 2018 – May 2023

**Rock River Water Reclamation District**  
Donald Massier (Reappointment)  
Loves Park, IL 61111  
May 2018 – May 2021

**Adjournment**

**Next Meeting: Thursday, May 24, 2018**

# *Chairman's* **SERVICE EXCELLENCE** ..... **AWARD** .....

*presented to*

*K. Patrick Yarbrough*

I, Frank Haney, Chairman of the Winnebago County Board, hereby recognize Judge K. Patrick Yarbrough for outstanding service to the residents of Winnebago County, Illinois. This award recognizes his dedicated professionalism, integrity, and sustained commitment to excellence. Judge Yarbrough represents the very best values of our community and serves as a great example of what our community deserves in its public servants.

*Frank Haney*

*Winnebago County Board Chairman Frank Haney*







# Proclamation

*in recognition of*

## The Chairman & Mayor's Youth Advisory Council



**WHEREAS,** the Chairman and Mayor's Youth Advisory Council is a youth leadership development initiative established through a partnership between Winnebago County, City of Rockford, and Winnebago County Health Department; and

**WHEREAS,** the Youth Advisory Council is sponsored by Winnebago County Board Chairman Frank Haney and the City of Rockford Mayor Tom McNamara; and

**WHEREAS,** the purpose of the partnership is to connect with, develop, and retain a diverse pool of young leaders throughout Winnebago County as the future leaders of our community; and


**WHEREAS,** Council members engaged in discussion with community leaders on issues facing youth and the community as a whole, to affect positive change for their peers, families, and themselves; and

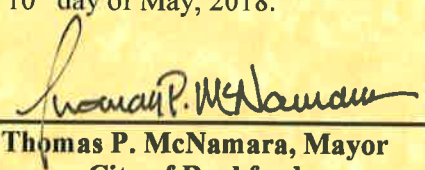
**WHEREAS,** Council members engaged in discussion with community leaders on a wide range of issues impacting youth in our community, including public policy, substance abuse disorders, development, etc.

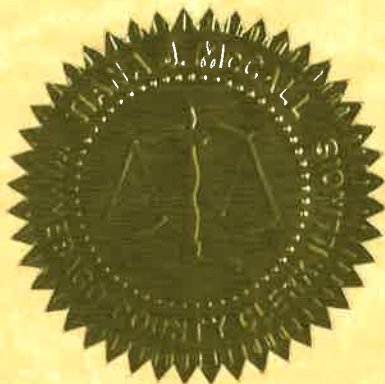
**WHEREAS,** the Chairman and Mayor's Youth Advisory Council will look to engage more young leaders in Winnebago County and increase focus around public policy next school year.

**NOW, THEREFORE BE IT RESOLVED,** I, Frank Haney, as Chairman of the Winnebago County Board, and, I, Thomas P. McNamara, as Mayor of the City of Rockford, together hereby recognize the members of our Youth Advisory Council for taking an active role in their community and its future.

IN WITNESS WHEREOF, each has hereunto set his hand and caused the seal of the County of Winnebago and the City of Rockford, Illinois to be affixed this 10<sup>th</sup> day of May, 2018.

  
\_\_\_\_\_  
Frank Haney, Chairman  
Winnebago County Board

  
\_\_\_\_\_  
Thomas P. McNamara, Mayor  
City of Rockford





# **CHAIRMAN'S REPORT**

# **ADMINISTRATOR'S REPORT**

# **CONSENT AGENDA**

## RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by  
5 different organizations for 5 Raffles.

All applying organizations have complied with the requirements of the Winnebago  
County Raffle Ordinance. All fees have been collected, bonds received and all  
individuals involved with the raffles have received the necessary Sheriff's  
Department clearance.

The Following Have Requested A Class A, General License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
29778	1	BOYLAN CATHOLIC HIGH SCHOOL	06/22/2018-06/22/2018	\$4,999.00
29779	1	MIDWAY VILLAGE MUSEUM	06/01/2018-07/12/2018	\$5,000.00
29780	1	ST. EDWARD CHURCH	05/15/2018-07/29/2018	\$2,000.00
29781	1	VICTORY OUTREACH CHURCH	05/11/2018-07/28/2018	\$4,000.00

The Following Have Requested A Class B, MULTIPLE (2, 3 OR 4) LICENSE				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class C, One Time Emergency License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
29782	1	FORENINGEN LYRAN SOCIETY	05/25/2018-05/24/2019	\$4,999.00

This concludes my report

Deputy Clerk Angela Reina

TIANA J. MCCALL  
Winnebago County Clerk

Date 10-May-18

# **FINANCE COMMITTEE**



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

Submitted by: Finance Committee

2018 CR

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**RESOLUTION AUTHORIZING SETTLEMENT OF A CLAIM  
AGAINST THE COUNTY OF WINNEBAGO ENTITLED  
GLORIA SMITH VERSUS WINNEBAGO COUNTY**

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**WHEREAS**, the County of Winnebago, Illinois, is involved in having claims asserted against it by Gloria Smith for injuries allegedly sustained while in the employment of River Bluff Nursing Home; and,

**WHEREAS**, the Plaintiff has offered to settle the above claim against the County of Winnebago for consideration payable in the amount of \$24,322.00 for the settlement and funding of the Medicare set aside in the amount of \$11,080.88 (total sum \$35,402.88) for a Workers Compensation case; and,

**WHEREAS**, counsel for the County of Winnebago recommends that it is in the best interest of the County of Winnebago to settle the above referenced claims upon the terms of the proposed settlement.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that it does hereby authorize settlement of the claims entitled Gloria Smith versus County of Winnebago for injuries allegedly sustained by Gloria Smith while in the employment of River Bluff Nursing Home by payment of the amount of \$24,322.00 for the settlement and funding of the Medicare set aside in the amount of \$11,080.88 (total sum \$35,402.88) for permanent disability for a Workers Compensation case.

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

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Auditor, Director of Purchasing, Human Resources Director, and Williams & McCarthy.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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TED BIONDO, CHAIRMAN

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TED BIONDO, CHAIRMAN

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GARY JURY

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GARY JURY

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JOE HOFFMAN

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JOE HOFFMAN

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BURT GERL

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BURT GERL

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DAVE BOOMER

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DAVE BOOMER

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STEVE SCHULTZ

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STEVE SCHULTZ

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JAIME SALGADO

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JAIME SALGADO

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KEITH McDONALD

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KEITH McDONALD

The above and foregoing Resolution was adopted by the County Board of the County  
of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2018.

ATTESTED BY:

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**FRANK HANEY**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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**TIANA McCALL**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

Submitted by: Finance Committee

2018 CR

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**RESOLUTION AUTHORIZING SETTLEMENT OF A CLAIM  
AGAINST THE COUNTY OF WINNEBAGO ENTITLED  
JENNY ZAMMUTO VERSUS WINNEBAGO COUNTY**

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**WHEREAS**, the County of Winnebago, Illinois, is involved in having claims asserted against it by Jenny Zammuto for injuries allegedly sustained while in the employment of Winnebago County Sheriff's Department; and,

**WHEREAS**, the Plaintiff has offered to settle the above claim against the County of Winnebago for consideration payable in the amount of \$26,165.26 for a Workers Compensation case; and,

**WHEREAS**, counsel for the County of Winnebago recommends that it is in the best interest of the County of Winnebago to settle the above referenced claims upon the terms of the proposed settlement.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that it does hereby authorize settlement of the claims entitled Jenny Zammuto versus County of Winnebago for injuries allegedly sustained by Jenny Zammuto while in the employment of Winnebago County Sheriff's Department by payment of the amount of \$26,165.26 for permanent disability for a Workers Compensation case.

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

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Auditor, Director of Purchasing, Human Resources Director, and Williams & McCarthy.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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TED BIONDO, CHAIRMAN

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TED BIONDO, CHAIRMAN

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GARY JURY

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GARY JURY

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JOE HOFFMAN

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JOE HOFFMAN

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BURT GERL

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BURT GERL

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DAVE BOOMER

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DAVE BOOMER

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STEVE SCHULTZ

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STEVE SCHULTZ

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JAIME SALGADO

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JAIME SALGADO

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KEITH McDONALD

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KEITH McDONALD

The above and foregoing Resolution was adopted by the County Board of the County  
of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2018.

ATTESTED BY:

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**FRANK HANEY**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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**TIANA McCALL**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

# **ZONING COMMITTEE**

**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
May 10, 2018

**A. PLANNING AND/OR ZONING REQUESTS:**

**TO BE LAID OVER:** NONE

**TO BE VOTED ON:** NONE

**B. COMMITTEE REPORT (ANNOUNCEMENTS) - *for informational purposes only; not intended as a public notice*):**

- Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is scheduled for Wednesday, **June 13, 2018**, at 5:30 p.m. in Room 303 of the County Administration Building.
- Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for Wednesday, **May 23, 2018**, at 5:30 p.m. in Room 303 of the County Administration Building.



# **OPERATIONS & ADMINISTRATIVE COMMITTEE**

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

Submitted by: Operations and Administrative Committee

2018 CR

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**AN ORDINANCE AMENDING SECTIONS OF CHAPTER 2  
OF THE COUNTY CODE OF ORDINANCES**

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

**WHEREAS**, the County wishes to amend Sections of Chapter 2, of the County Code of Ordinances.

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

**Sec. 2-226. - Establishment.**

There is hereby established the department of central services.

**Sec. 2-227. - Responsibilities.**

The department shall be responsible for undertaking, enforcing and monitoring the central purchasing system for county governmental operations, for providing a centralized location for copying and printing services, for supply procurement, and for mailing services.

**Sec. 2-228. - Director.**

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 Ordinance. The Director of Purchasing and compensation shall be recommended by the County Administrator with the approval of the County Board Chairman.

**BE IT FURTHER ORDAINED**, that the remainder of Chapter 2, Article IV, of the County Code of Ordinances shall remain unchanged.

**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**

#### **Section 3-326 – Short Title**

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

#### **Section 3-327: General Provisions**

##### **1. Policies and Procedures**

###### **1.1 Purpose**

The underlying purpose and policies of this Ordinance 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; provide safeguards for the maintenance of a procurement system of quality and integrity; and meet the needs of the County of Winnebago through continuous improvement of purchasing systems and procedures. To 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.

###### **1.2 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 expenditure-s 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.

- 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 Ordinance 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.

### **1.3 Public Access to Procurement Information**

Procurement information shall be a public record as defined by the Illinois Freedom of Information Act, being 5 ILCS 140/1 et seq.).

### **1.4 Requirement of Good Faith**

This Ordinance requires all parties involved in the negotiation, performance, or administration of County contracts to act in good faith.

### **1.5 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.

### **1.7 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.

### **Section 3-328 – Severability**

If any provision of this Ordinance 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 Ordinance.

### **Section 3-329 – Repealer**

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

### **Section 3-330 – 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.

### **Section 3-331. Effective Date**

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

### **Section 3-332: Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

**Contract File** A record maintained in the Purchasing Department which may include a requisition, purchase order, contract documents and/or related correspondence.

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

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

**Contract – Revenue Generating** Revenue generating contracts are agreements under which the County receives from a vendor either a commission or share in the profit



generated from the sale of goods or services. Examples include vending machines, food service, and joint- purchasing agreements.

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

**Cooperative Joint Purchasing** Procurement conducted by or on behalf of more than one governmental unit.

**Cost-Reimbursement Grant** A contract under which a Contractor is reimbursed for costs which are allocable in accordance with the Contract terms and the provisions of this Ordinance, 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 Ordinance.

**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 (3) 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 US General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois.

**Elected Official** For the purposes of this Ordinance, 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 Ordinance, the Chief Judge of the 17th 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 from the County whether elected or not, and any individual performing uncompensated personal services for the County.

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

**F.O.B.** Freight on Board

**Goods and Supplies** All personal property relating to the maintenance, repair and operating materials necessary to sustain day to day County operations.

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

**IDOT** Illinois Department of Transportation

**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 Ordinance.

**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.

**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.

**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.

**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 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.

**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 Officer** A person who has the capability in all requests to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

**Responsive Bidder** A person who has submitted a bid which conforms in all material respects to the Invitation for Bid.

**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.

**Sole Source Procurement** The situation resulting from the inability to obtain competitive bids, which may result because only one vendor or supplier possesses the unique ability to meet the particular requirements of the solicitation. Sole source procurement requires written justification from the requesting department explaining why

there is only one source. Such justification will be reviewed by the Director of Purchasing for validity.

**Solicitation** An Invitation for Bids or Request for Proposals 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 Ordinance. 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.

**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 twenty-five percent (25%) 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** Any County department or agency requiring goods and supplies, equipment, services, construction, or professional services procured pursuant to this Ordinance.

### **Section 3-333: 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 Ordinance. The Director of Purchasing and compensation shall be recommended by the County Administrator with the approval of the County Board Chairman.

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.

### **Section 3-334: 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 Ordinance 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. Departments shall forward to the Purchasing Department suggested specifications for goods and supplies, equipment, services, construction, and professional services. 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. Specifications for construction and maintenance of highways, bridges and culverts 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 Ordinance, specifying the facts supporting the determination, for retention in the permanent contract file.

7. Have discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the Director of Purchasing shall consider the County's requirements, its resources, and the potential contractor's capabilities. The Purchasing Department shall include in the contract file a written statement setting forth the facts which led to the selection of a particular method of construction contracting management for each project.
8. Obtain expert advice and assistance from personnel of County departments in development of specifications.
9. Exercise supervision over inventories of goods belonging to the County.
10. Sell, trade, transfer, or otherwise dispose of surplus County property and equipment.

**~~Sec. 2-335. -- Delegation of authority.~~**

~~Subject to regulations established by the county board committee on purchasing, the director of purchasing may delegate authority to designees, or to any department, agency, or official.~~

~~(Ord. No. 96 CO 23, 5-9-96)~~

**Section 3-336 – Procedural Rules and Regulations**

**1. Purchasing Regulation and Operational Procedures**

Consistent with this Ordinance, 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.

**2. 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.



### **3 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 Ordinance 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.

### **4 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.

### **Section 3-337. - Reserved**

#### **~~Sec. 2-337. - Exemptions from centralized purchasing.~~**

(a)

~~When required by state law, or when specifically authorized by the county director of purchasing, in writing, any using agency may purchase or contract for specified classes of supplies, materials, equipment or contractual services independently of the county director of purchasing's office. However, such purchases or contracts shall be made in conformance with applicable provisions of this division. When directed by the county board chairman, the county director of purchasing shall rescind such authorization to purchase independently, by written notice to the agencies concerned, unless otherwise prohibited by law.~~

(b)

~~Contracts which by their nature are not adapted to award by competitive bidding, such as contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part; contracts for printing pamphlets, estimates and reports; contracts for the printing or engraving of bonds, tax warrants and other evidences of indebtedness; contracts for utility services such as water, light, heat, telephone or telegraph; and contracts for the purchase of magazines, books, periodicals and similar articles of an educational or instructional nature, hearing transcripts, dues for membership in approved organizations and tuition for course of instruction and seminars shall not be subject to competitive bidding.~~

(c)

~~Regular employment contracts in the county service, whether with respect to the classified service or otherwise, shall not be subject to the provisions of this division nor shall this division be applicable to the granting or issuance pursuant to powers conferred by laws, ordinances or resolutions, of franchises, licenses, permits or other~~

authorizations by the county board; by departments, offices, institutions, boards, commissions, agencies or other instrumentalities of the county; or to contracts or transactions, other than the sale or lease of personal property, pursuant to which the county is the recipient of money.

(d)

Unless otherwise provided by law, bridges, highways or other heavy or specialized construction contracts need not be procured through the office of the director of purchasing but shall nevertheless be procured by the appropriate agency or department subject to the requisition of this division.

(Ord. No. 96 CO 23, 5-9-96)

### Section 3-338. – Reserved.

### Sec. 2-338. – Emergency purchases.

(a)

An emergency shall be deemed to exist when a breakdown in equipment or a threatened termination of essential services occurs, which may vitally affect the life, health or welfare of county citizens; or when unforeseen circumstances arise, including delays by contractors or delays in transportation. The purchasing regulations adopted pursuant to [section 2-336](#) shall provide for the specific circumstances and conditions under which emergency purchases shall be made.

(b)

If an emergency occurs during regular business hours, the agency head or other employee of the using agency shall immediately notify the county director of purchasing, who shall either purchase the required commodity or service, or authorize the using agency to do so. If the county director of purchasing is unavailable, the head of the using agency shall notify and obtain the consent of the chairman of the county board or his/her designee before making the required purchase. If an emergency occurs at a time other than regular business hours, the using agency may directly purchase the commodity or commodities required. If the estimated cost of the emergency purchase exceeds \$1,000.00, the head of such agency shall, whenever possible, secure three competitive bids and order delivery to be made by the lowest responsible bidder. As to each emergency purchase made, the agency head shall, not later than one week thereafter, submit to the county director of purchasing a requisition, a tabulation of bids received, if any, a delivery receipt and a written explanation of the circumstances of such emergency purchase. The records of such emergency transactions shall be open to public inspection during regular business hours.

(c)

The county director of purchasing shall submit to the county board or its committee on purchasing a monthly list of all emergency purchases in excess of \$1,000.00 made

~~during the preceding one-month period, with a full explanation of the circumstances of each purchase.~~

~~(d)~~

~~The director of purchasing shall eliminate emergency orders by proper use of price agreements and other similar types of orders, whenever the county's interest will be best served thereby.~~

~~(Ord. No. 96-CO-23, 5-9-96)~~

### **Section 3-339. - 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.

(Ord. No. 96-CO-23, 5-9-96)

### **Section 3-340. – Reserved.**

### **~~Sec. 2-340. – Requisitions and estimates of future requirements.~~**

~~(a)~~

~~For authorized purposes and within the limits of funds appropriated therefor, all agencies shall submit to the county director of purchasing proper requisition for all supplies, materials, equipment and contractual services which are required for their operations. The county director of purchasing, after reviewing the prices stated on any such requisition, may request from the head of the requesting agency, justification of the quantity or quality of goods so requisitioned.~~

~~(b)~~

~~When so requested, all agencies shall also file with the county director of purchasing estimates of their future requirements for supplies, materials, equipment and contractual services. Estimates shall be submitted at such times, in such form and for such future periods as the county director of purchasing shall prescribe.~~

~~(Ord. No. 96-CO-23, 5-9-96)~~

### **~~Sec. 2-341. – Contract purchases and sales.~~**

~~(a)~~

~~Unless otherwise excepted in this section, all purchases of and contracts for supplies, materials, equipment and contractual services, and all sales of personal property which have been found by the county board not to be required for public use, shall be based on competitive bids. If the amount of the expenditure for a contractual service or for a commodity, or for a class of commodities normally obtainable from the same source of supply, or for a sale of personal property which has been found by the county board not to be required for public use is estimated to exceed \$12,000.00, sealed contract bids shall be solicited through formal public notice, and written contracts shall be awarded by the county board. Such formal public notice shall be given by newspaper advertisement published at least once, in at least one newspaper having a general circulation within the county and published at least ten calendar days before the final date to submit bids. Such public notice shall include a general description of the commodities or services to be purchased or of the commodities to be sold; shall state where contract bid forms and specifications may be obtained; and shall specify the time and place for opening of bids. Where the amount involved in any such purchase or sale is estimated to be \$30,000.00 or less, no formal public notice to bidders by newspaper advertisement shall be required.~~

~~(b)~~

~~Additionally, the county director of purchasing shall, in all such purchases or sales, solicit bids from prospective bidders for the class of commodities being purchased or sold as listed on the bidder's list, by sending to them copies of the newspaper notice or such other notice as will acquaint them with the proposed purchase or sale. Also, in all cases, pending sales or purchases shall be advertised by placing a copy of such contract bid form on file in the purchasing office at least ten days prior to the last day for the receipt of bid proposals.~~

~~(c)~~

~~All bids shall be submitted to the county director of purchasing on the official contract bid forms and sealed in a bid envelope, upon which envelope shall be indicated the class or type of commodities to be purchased and the established time for the opening of bids. When specified by the director of purchasing, each bid shall be accompanied by surety in the form of a certified or cashier's check, or bid bond, in such amount as shall be stated in the public invitation to bid or in the contract bid form. A tabulation of all bids received, whether accepted or rejected, shall be open for public inspection during regular business hours for a period of not less than 30 days after the date of bid opening. The county director of purchasing shall submit a copy of such tabulation of all bids received to the county board or its committee on purchasing, together with his recommendation for contract award. When authorized and directed by the county board, the county director of purchasing shall reject any and all bids for any and all commodities or contractual services included in the bid form, and may readvertise for bids when the public interest will be served thereby. If all bids received are for the same total amount or unit price, and if the public interest will not permit the delay of readvertising for bids, the county board, or its designated committee on purchasing, may authorize the county director of purchasing to award the contract to one of the tie bidders by a drawing of lots in public. In all other cases, the contract shall be awarded to the lowest responsible bidder. Contracts for amounts exceeding \$12,000.00 shall be~~

awarded by the county board. However, the county board may award contracts for any amounts. In determining the lowest responsible bidder, the following factors shall be taken into consideration:

(1)

~~The quality of the articles supplied, their conformity with the specifications and their suitability to the requirements of the county; availability of support services; uniqueness of the service, materials, equipment, or supplies as it applies to networked integrated computer systems; and compatibility to existing equipment.~~

(2)

~~The delivery and discount terms and conditions of the bid.~~

(3)

~~The skill, ability and capacity of the bidder to perform the contract or to provide the services required.~~

(4)

~~Capability of the bidder to perform the contract or provide the services promptly, or within the time specified, without delay or interference.~~

(5)

~~The character, integrity, reputation, judgment, experience and efficiency of the bidder.~~

(6)

~~The quality of performance of previous contracts or services provided by such bidder.~~

(7)

~~The previous compliance with the bidder with the laws and ordinances relating to the contract or service.~~

(8)

~~Whether the bidder is in arrears to the county on a debt or contract, or is a defaulter on surety to the county or whether the bidder's county taxes and assessments are delinquent.~~

(9)

~~The service reputation of the bidder.~~

(10)

~~Other information and data required by the director of purchasing to be submitted by the bidder to prove his responsibility.~~

(11)

With respect to construction projects of \$50,000.00 or greater, the provisions of [section 2-332](#), definition of "responsible bidder for construction projects of \$50,000.00 or more," shall apply.

~~However, price and quality being equal, preference may be given to responsible local bidders.~~

(d)

~~The county director of purchasing may waive minor informalities in bids as the interest of the county may require.~~

(e)

~~Contracts for the sale of personal property shall be awarded by the county board to the highest responsible bidder and shall be subject to all other applicable requirements of this section. Provided, however, that sales to units of local government or the sale of surplus supplies and personal property shall not be subject to this provision.~~

(f)

~~It shall be the duty of the county director of purchasing to discourage the practice of uniform bidding by every possible means, and to obtain as full and open competition as possible on all sales and purchases. The county director of purchasing shall require each bidder to accompany his bid with a statement, made under oath, that the bidder has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of such statement shall render void the bid of such bidders. Any disclosure to or acquisition by a competitive bidder, of the terms and conditions of a bid submitted by another competitor in advance of the opening of the bids, shall render such bid proceedings void and shall require readvertisement for bids.~~

(g)

~~If the successful bidder does not execute a contract with the county within 30 days after the mailing of a notice of an award of contract, he shall forfeit in cash an amount equivalent to the amount of any surety which accompanied his bid, unless the county is responsible for such delay. He shall also be held liable for any costs in excess of his bid price, which the county incurs in purchasing the commodities or services elsewhere.~~

(h)

~~Where so required by the terms of the contract bid form, the successful bidder shall furnish surety in the form of a certified or cashier's check or bond for the faithful performance of the contract, in the amount specified in the contract bid form.~~

(i)

~~Bidders who regularly do business with the county shall be permitted to file with the county director of purchasing an annual bid bond and an annual performance bond in an amount established by the county board. Such annual bond shall be accepted as surety in lieu of the furnishing of surety in each individual transaction. Such bidders may also file an annual certification to meet the requirements of a responsible bidder for construction contracts of \$50,000.00 or more as set forth in [section 2-332](#).~~

(j)

~~All contract bid forms and all contracts shall be approved by the state's attorney as to form and legal sufficiency. Following such approval, all contracts shall be signed on~~

~~behalf of the county by the county director of purchasing. A fully executed counterpart of each contract shall be filed with the county clerk, with a copy to be filed with the county auditor.~~

~~(Ord. No. 96 CO 23, 5-9-96; Ord. No. 2000 CO 2, § 2, 2-10-00; Ord. No. 2004 CO 32, 3-11-04; [Ord. No. 2009 CO 80, 11-12-09](#); Ord. No. 2015 CO 098, 10-8-15)~~

**~~Section 2-341.1. -- Goals for Minority/Women Business-Owned Enterprises (M/WBE) participation in county procurement.~~**

~~The county encourages all of its contractors, where possible, to provide for the participation of minority owned and women owned business through partnership, joint venture, subcontracts and other contractual opportunities.~~

~~In an attempt to increase the participation of minority owned business and women owned business in providing the required goods and services, the county has established the following procedures:~~

- ~~1. Goals for participation of MBEs and WBEs shall be applicable to all transactions. Goals shall be established and administered on an individual basis, and shall be part of the bid specifications.~~
- ~~2. Within a contract, the participation goals shall be applicable to the total annual dollar value of all transactions in that contract, including change orders.~~

**~~Section 2-341.2. -- Waivers.~~**

- ~~1. The County Administrator and Director of Purchasing shall review all waiver requests to determine whether there is sufficient evidence to grant a waiver.~~
- ~~2. The waiver request must establish by clear and convincing evidence that full compliance with MBE and WBE requirements is impossible under the circumstances.~~
- ~~3. The waiver review committee may request from the contractor any information relevant to the waiver request.~~

**~~Section 2-341.3. -- Demonstrations of MBE and WBE compliance in bid or proposal documents.~~**

- ~~1. MBE and WBE participation requirements will be specified as special conditions in invitations for bids and bid documents and in requests for proposals. This specification will include a listing of all documentation which must be submitted with the bid or proposal and will describe the reporting requirements applicable during the contract period. All solicitation and contract documents will also provide that the requirements of the program become part of each contract between the county, vendor and/or contractor.~~

2. Each vendor must submit with its bid or proposal a signed commitment to comply with the M/WBE program or the bid may be deemed non responsive.

**~~Section 2-341.4. -- Reserved.~~**

**~~Section 2-341.5. -- Utilization of workforce minority and women in construction projects.~~**

~~The county encourages all of its contractors, where possible, to provide for workforce participation of minority and women opportunities. In an attempt to increase the workforce participation of minority and women, the county has established the following procedures:~~

~~Construction employee utilization projection:~~

1. ~~Workforce goal structure for minority and gender groups. For each category of transactions, the participation goals shall consist of:~~
  - a. ~~One goal for MBE participation.~~
  - b. ~~A separate WBE participation goal.~~
2. ~~The purchasing and risk management and equal employment opportunity division, will establish specific numerical goals annually.~~
3. ~~All bidders on construction contracts shall complete and submit along with and as a part of their bids, a bidder's utilization form setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and women employee utilization in all job classifications on the contract project.~~
4. ~~The county shall review the utilization form, and workforce projections contained therein, of the successful bidder to determine if such projections reflect a utilization of minority person and/or women's in any job classification in accordance with this section.~~

~~(Ord. No. 2006 CO 51, 4-13-06)~~

**~~Section 3-342. To Section 3-345 Reserved.~~**

**~~Sec. 2-342. -- Competitive sealed proposals.~~**

(a)

~~Conditions for use. Unless otherwise provided by law, when the director of purchasing determines that the use of competitive bidding is either not practicable or not~~



advantageous to the county, a contract may be entered into by competitive sealed proposals.

(b)

~~*Request for proposals.* Proposals shall be solicited through a request for proposals.~~

(c)

~~*Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in [section 2-341](#) (contract purchases and sale).~~

(d)

~~*Receipt of proposals.* Proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation.~~

(e)

~~*Evaluation factors.* The requests for proposals shall state the relative importance of price and other evaluation factors.~~

(f)

~~*Discussion with responsible offerors and revisions to proposals.* As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.~~

(g)

~~*Award.* Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the county taking into consideration price and the evaluation facts set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.~~

(Ord. No. 96-CO-23, 5-9-96)

### **Sec. 2-343. -- Open market purchases and sales.**

(a)

If an amount of the expenditure for a contractual service or for a class of commodities normally obtainable from the same source of supply, or for a sale of personal property which has been declared by the county board not to be required for public use, is estimated to be less than \$12,000.00, it shall be deemed to be an open market transaction and shall not be subject to the requirements of [section 2-341](#). However, all

such open market transactions shall, wherever possible, be based on at least three competitive bids.

(b)

The director of purchasing may solicit such bids by telephone, facsimile, or by any other electronic media, in which case they shall be confirmed in a manner satisfactory to the director of purchasing.

(c)

The county director of purchasing shall make a tabulation or other record of all written and telephone bids, and such records shall be open to public inspection during regular business hours for at least 30 days after the date of the bid opening or telephone transaction.

(d)

All open market purchases shall be awarded by the county director of purchasing to the lowest responsible bidder. In determining the lowest responsible bidder, the director of purchasing shall follow the criteria established therefor in subsection [2-341\(c\)](#). However, price and quality being equal, preference may be given to responsible local bidders. All open market sales shall be made to the highest responsible bidder.

(Ord. No. 96 CO 23, 5-9-96; Ord. No. 2004 CO 32, 3-11-04; [Ord. No. 2009 CO 80, 11-12-09](#); Ord. No. 2015 CO 098, 10-8-15)

#### **Sec. 2-344. -- Types of contracts and purchases.**

(a)

It shall be the responsibility of the county director of purchasing to do the following:

(1)

Reduce, to the maximum extent possible, the number of purchase transactions by combining into bulk orders and contracts the requirements of agencies for common use items or items repetitively purchased.

(2)

Develop and use only those types of contracts and purchase order forms which will reduce to a minimum the accompanying paperwork, and which in all other respects will be most advantageous to the county.

(b)

In carrying out the provisions of subsection (a) of this section, the county director of purchasing is authorized to prescribe in the purchasing procedure regulations, adopted pursuant to [section 2-336](#), the use of various types of contracts and orders, including, but not limited to the following:

(1)

Definite quantity contract, whereby the contractor agrees to furnish the specified quantity of supplies, materials or equipment to a specified time.

(2)

~~Indefinite quantity contracts, whereby the county agrees to purchase from the contractor all of its requirements for specified supplies, materials or equipment in an estimated but indeterminate amount, during a prescribed period of time, at a definite unit price or at a specified discount from list or posted prices.~~

(3)

~~Price agreements, whereby the contractor agrees to supply the county requirements for items, such as replacement parts for different makes of mechanical or automotive equipment, during a prescribed period of time and within a designated geographical area of the county, a definite unit price or at specified discount from list or posted prices.~~

(4)

~~Purchase orders under \$500.00 are to be prenumbered and issued by the county director of purchasing to properly authorized county officials for use in securing over the counter delivery of nonrepetitive items and services when the need arises. The use of such purchase orders shall be limited to purchases in amounts not exceeding \$500.00. All such purchase orders under \$500.00 may be issued without regard to the requirements of [section 2-336](#). All purchase orders under \$500.00 shall be promptly accounted for to the county director of purchasing by the agency official to whom they have been issued.~~

(5)

~~The director of purchasing and risk management along with the auditor are authorized to initiate a purchasing card program. The program will be set up and maintained by the purchasing and risk management department.~~

~~(Ord. No. 96-CO-23, 5-9-96; Ord. No. 2000-CO-2, § 3, 2-10-00; Ord. No. 2015-CO-098, 8-10-15)~~

**Sec. 2-345. - Purchases of items produced by one manufacturer; patented or proprietary items.**

(a)

~~When the county requires supplies, materials or equipment which are produced by only one manufacturer, the county director of purchasing shall specify such manufacturer's make or brand in the invitations to bid, and shall obtain competitive bids from authorized dealers or distributors of such manufacturer. If such manufacturer is the sole bidder and the sole source of supply, the county director of purchasing is authorized to negotiate a contract with the manufacturer at prices and on terms most advantageous to the county and submit such contract to the county board for all purchases exceeding \$12,000.00.~~

(b)

~~Where the county requires supplies, materials or equipment which are patented or proprietary and which are obtainable in two or more equally satisfactory and competitive makes, brands or types, the county director of purchasing shall list such acceptable and competitive makes, brands or types in the invitations to bid. Such list shall also include the phrase "or approved equal" to permit bidders to bid on alternate or additional makes, brands or types. It shall be incumbent upon each such bidder to prove to the satisfaction of the county that the alternate or additional make, brand or type which he offers is equal in quantity or performance to those listed in the invitation to bid.~~

~~(Ord. No. 96-CO-23, 5-9-96; Ord. No. 2004-CO-32, 3-11-04; [Ord. No. 2009-CO-80-11-12-09](#); Ord. No. 2015-CO-098, 10-8-15)~~

**Sec. 2-346.-- Capital improvement contracts.**

(a)

~~When a capital improvement project is to be undertaken by the county, the county board or its authorized committee shall cause plans, specifications and estimates to be prepared.~~

(b)

~~If the capital improvement is to be constructed by contract, competitive bids shall be secured and the contract shall be awarded in accordance with the provisions of sections [2-341](#) and [2-342](#), as applicable. However, no award of any capital improvement contract shall be made without authorization and approval of the county board. All contracts for capital improvements shall be approved by the state's attorney as to form and legal sufficiency and, following such approval, shall be executed on behalf of the county by the county board chairman and the clerk of the county board.~~

(c)

~~If plans and specifications for a capital improvement are altered by change order during construction to an extent which, individually or in aggregate, shall require an increase or decrease in either the cost of the contract price by a total of \$20,000.00 or more or the time of completion by a total of 30 days or more, such change order shall not be authorized unless a determination in writing is made by the county board that:~~

(1)

~~The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or~~

(2)

~~The change is germane to the original contract as signed; or~~

(3)

~~The change order is in the best interest of the county and authorized by law.~~

(d)

~~Notwithstanding any of the provisions of this chapter, consistent with the requirements of Section 33E-9 of the Criminal Code of 1961, 720 ILCS 5/33E-9, the county engineer is hereby authorized to approve change orders for not more than \$20,000.00 to contracts for highway projects and other projects of the department of public works previously executed by the county, provided that the county engineer first obtains from the county or from a designee authorized by the county a determination in writing that:~~

(1)

~~The circumstances said to necessitate the change in performance of the contract were reasonably foreseeable at the time the contract was signed; or~~

(2)

~~The change is germane to the original contract as signed; or~~

(3)

~~The change order is in the best interest of the county and authorized by law.~~

~~(Ord. No. 96 CO 23, 5-9-96; Ord. No. 96 CO 27, § 1, 6-13-96; Ord. No. 2004 CO 32, 3-11-04)~~

#### **~~Section 2-346.1. -- Non-restrictive affirmative action measures on all county procurement.~~**

~~To emphasize non-restrictive methods in pursuing the alleviation of the effects of discrimination, the county will execute throughout its procurement, goods and services functions, to the full extent feasible and effective:~~

- ~~1. Methods that emphasize inclusion of M/WBEs;~~
- ~~2. Measures that facilitate the execution of the minority/women business enterprises program, including its M/WBE participation requirements, in relation to all aspects of the county's procurement process;~~
- ~~3. Technical assistance to M/WBEs concerning program compliance and county procurement;~~
- ~~4. Initiatives that promote the business development and capacities of M/WBEs;~~
- ~~5. Encourage departments/offices of the county to be aware of and to increase the participation of M/WBE by providing the departments/offices a current listing of such businesses and to encourage purchases and services from these businesses;~~
- ~~6. Increase networking opportunities by attending women-owned and minority-owned business seminar and trade shows.~~
- ~~7. Communicate with other local governments regarding their minority and women-owned business plans in order to share information;~~
- ~~8. Invite minority and women-owned businesses to the county to introduce them to the needs of the various departments/offices of the county;~~

9. ~~Continue to maintain an active database of minority and women-owned businesses.~~

~~*Inclusionary methods.* In all of its procurement activities, the county will take all available steps to maximize M/WBE inclusion. Responsibility for these steps rests with both the procuring departments and EEOD.~~

~~*Facilitation methods.* In all of its procurement activities, the county will take all available steps to mesh the execution of the M/WBE program into the flow of the procurement process, and vice versa. Responsibility for these steps rests with both the procuring departments and EEOD.~~

~~(Ord. No. 2006 CO 51, 4 13 06)~~

## **~~Section 2-347. -- Nondiscrimination in contracts.~~**

~~No contract for any construction work authorized by this section shall be awarded to any contractor unless the contract contains provisions obligating the contractor not to discriminate in any manner against any employee or applicant for employment because of race, creed or national origin, and obligating the contractor to include a similar clause in all subcontracts except the subcontracts for standard commercial supplies or raw materials. In addition, contractors and subcontractors shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.~~

~~The mandatory inclusion of a nondiscrimination clause in construction contracts for county capital improvement projects, as provided for in this section, shall not be interpreted as imposing upon any contractor or subcontractor, any percentage, ration, quota system or other program to achieve racial balance or to eliminate racial imbalance.~~

~~Failure to include such a contract provision renders any contract void ab initio, but any party shall be entitled to the reasonable value of services performed and material supplied. However, the county may under this section elect to compel the performance of any contract not containing the nondiscrimination provisions, but recovery against the proper party shall be limited to the reasonable value of services performed and materials supplied.~~

~~Where the contractor willfully fails to comply with the nondiscrimination provisions, the county may, where the contract is still executory in part, compel continued performance of the contract, but it shall be liable only for the reasonable value of the services performed and materials supplied from the date that the breach of contract was discovered or should have been discovered, and any sums previously paid by the county under the contract shall be set off against the sums to become due as the contract is performed.~~

~~If any subcontractor willfully fails to comply with the nondiscrimination provisions, the contractor may void the subcontract and shall be liable only for the reasonable value of the services performed and the materials supplied.~~

~~(Ord. No. 96-CO-23, 5-9-96; Ord. No. 96-CO-27, § 2, 6-13-96)~~

### **Section 3-348. - 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.

(Ord. No. 96-CO-23, 5-9-96; Ord. No. 96-CO-27, § 2, 6-13-96)

### **Section 3-349. - 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 Sections 2-357.

(Ord. No. 96-CO-23, 5-9-96; Ord. No. 96-CO-27, § 2, 6-13-96)

### **Section 3-350. - 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.

(Ord. No. 96-CO-23, 5-9-96; Ord. No. 96-CO-27, § 2, 6-13-96)

### **Section 3-351. - Conflict of interest; acceptance of gratuities, penalties.**

Neither the county director of purchasing, nor any full time county employee, shall participate directly or indirectly in a procurement when they know that:

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

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

Neither the county purchasing director, nor any county employee shall accept any payment, gratuity, or offer of employment as an inducement for the award of a contract or an order.

Any person violating subsections (a) and (b) above shall be subject to disciplinary action up to and including discharge.

The offer or delivery of any such gratuity to any 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.

(Ord. No. 96-CO-23, 5-9-96; Ord. No. 96-CO-27, § 2, 6-13-96)

## **Section 3-352. To Section 3-356 Reserved.**

## **Section 3-357: Source Selection and Contract Formation**

### **1. Purchases Below Competitive Bidding Threshold**

#### **1.1 Competitive Bidding**

The Competitive Bidding Threshold for the purpose of this Ordinance is established at the level of twenty-five thousand dollars (\$25,000).

#### **1.2 Micro Purchases**

Micro purchases are defined as procurement of materials, services, supplies, equipment, construction or construction related services that are less than \$5,000. There is no requirement to obtain competitive quotes but efforts should be made to distribute purchases equitably among qualified providers.

#### **1.3 Small Purchases**

Small purchases are procurement of materials, services, supplies, equipment, construction or construction related services that are at least \$5,000 and less than the Competitive Bidding Threshold of \$25,000 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 informal (3) 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.

#### **1.4 Artificial Division or Fragmentation Prohibited**

Procurements shall not be artificially divided or fragmented (stringing) so as to fall below the Competitive Bidding Threshold in order to circumvent any bidding or competitive selection process and procedures described in this Ordinance.

### **2. Competitive Bidding**

#### **2.1 Conditions for Use**

All procurements whose value equals or exceeds the Competitive Bidding Threshold of \$25,000 shall be awarded by competitive sealed bidding in accordance with this Section except as otherwise provided in S3 (Request for Proposals), 4 (Professional Services), 5 (Sole-Source), 6 (Emergency Procurements), 7 (Cooperative Joint Purchasing) or as provided by State statute.



## **2.2 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.

## **2.3 Public Notice**

Reasonable time for the required public notice of the Invitation for Bids 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 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. 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

## **2.4 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.

## **2.5 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.

## **2.6 Acceptance and Evaluation of Bids**

Bids shall be unconditionally accepted without alteration or correction, except as authorized by this Ordinance. Bids shall be evaluated to determine which bidder offers the lowest cost to the County in accordance with the evaluation criteria set forth in the solicitation. Only objectively measurable criteria set forth in the Invitation for Bids shall be applied in determining the lowest responsive bidder. Examples of such criteria include, 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 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.

## **2.7 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 Responsible Bidder whose bid meets the requirements and criteria set forth in the

Invitation for Bids. All contractually required documentation will be required prior to any Notice to Proceed.

### **3. Request for Proposals (RFP)**

#### **3.1 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 shall be subject to a Request for Proposal according to the selection process set forth in this Ordinance.

#### **3.2 Request for Proposals (RFP)**

A Request for Proposals shall be issued and include all specifications, terms and conditions applicable to the procurement.

#### **3.3 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. 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.

#### **3.4 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.

#### **3.5 Evaluation Factors**

The Request for Proposals shall state the relative importance of price and other evaluation factors.

#### **3.6 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.

### **3.7 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.

## **4. 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.

### **4.1 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;
- An actual emergency exists where existing staff cannot effectively be deployed or mobilized due to the nature of the occurrence or time constraints.

#### **4.2 Procedures for Selection of Independent Professionals Not Subject to the Local Government Professional Services Selection Act.**

Contracts for professional services that are less than \$5,000 may be awarded by Department Heads pursuant to rules promulgated by the Director of Purchasing. Contracts for professional services that are at least \$5,000 and less than \$50,000 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 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 Ordinance.

#### **4.3 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 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.

### **5. 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 to competitive bids or proposals. The Director of Purchasing and responsible Department Head can conduct negotiations, as appropriate, as to price, delivery and terms. 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.

## **6. Emergency Procurements**

Notwithstanding any other provisions of this Ordinance, the procurement of goods, services, or construction items when there exists a threat to public health, welfare, or safety, or to prevent or minimize serious disruption of government services, shall be considered an “emergency”. Emergency procurements shall be made with any competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be certified by the appropriate Department Head, or Elected Official forwarded to the Director of Purchasing, and included in the contract file. A confirming Resolution, along with the written determination, shall be submitted to the County Board for all emergency procurements of \$25,000 or more for goods, equipment and services; and for any professional services agreements.

## **7. Cooperative Joint Purchasing**

Subject to applicable State statutes, the County may either participate in, sponsor, conduct, or administer a cooperative 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 purchased may be done without the formality of bidding set forth in this Ordinance. County Board award procedures as detailed must still be followed.

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## **8. Solicitation Amendments**

### **8.1 Conditions for Use**

If necessary, an amendment 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.

### **8.2 Distribution**

Amendments to solicitations will be identified as such and shall be sent to all persons to whom the solicitation was originally sent.

### **8.3 Receipt Acknowledgement**

Amendments shall require the bidder to acknowledge receipt of the amendment by in their bid response on or before the scheduled date and time of the opening.

### **8.4 Timeframe for Vendor Evaluation**

Amendments shall be issued in a reasonable period, not less than five (5) calendar days before the due date to allow prospective bidders sufficient time to consider the

amendment in preparing their bids. If the due date does not allow the bidder sufficient time to review the amendment, the due date may be extended.

## **9. 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.

## **10. Pre-Opening Modification or Withdrawal of Bids/Offers**

### **10.1 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.

### **10.2 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.

## **11 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.

## **12. 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.

## **13. Mistakes in Bids/Offers**

### **13.1 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.

### **13.2 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.

### **13.3 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.

### **13.4 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.



#### **14. Only One Bid/Offer is Received**

If only one responsive bid/offer is received to a solicitation, 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.

#### **15. 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 (3) days written notice to the bidders. Tie bidders will be afforded the opportunity to witness the coin toss, however, attendance is voluntary.

#### **16. 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 Illinois Freedom of Information Act (the "Act"). The County does not represent, warrant or guarantee that any information designated as trade secrets or proprietary property will in fact be so deemed by any Court, and all bidders assume the risk that any and all information contained in a bid or proposal may not be exempt from disclosure under the Act. The County expressly disclaims all liability for such disclosure.

#### **17. 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.

##### **17.1 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.

##### **17.2 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.

## **18. 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.

## **19. Responsibility of Bidders and Offerors**

### **19.1 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.

### **19.2 Factors in Determining Responsibility**

Factors considered in determining whether a bidder or offeror is responsible are:

- The bidder's or offeror's resources in terms of financial, physical and personnel
- The bidder's or offeror's record in terms of past performance and integrity, such as a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; a debt owed by the contractor to the County; or suspension or debarment by another governmental entity
- Whether the bidder or offeror is legally qualified to do business with the County
- Whether the bidder or offeror complied with requirements for submitting information regarding their responsibility

- Whether the bidder or offeror met specific responsibility criteria established within the solicitation
- Where a bidder or offeror fails to promptly supply information in connection with any inquiries concerning responsibility
- The qualities of the products supplied, their conformity with the specifications and their suitability to the requirements of the County
- Availability of support services
- Compatibility to existing equipment
- Delivery terms

### **19.3 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.

### **19.4 Notification to Non-Responsible Bidder/Offeror**

A notice shall be sent to the non-responsible bidder or offeror stating the basis of the determination.

### **19.5 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.

### **19.6 Bidder/Offeror Rights**

A finding of non-responsibility shall not be construed as a violation of the rights of any person.

## **20. 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.

## **21. Bid Security, Contract Performance and Payment Bonds**

### **21.1 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.

### **21.2 Amount of Bid**

Bid security shall be in an amount not to exceed ten percent (10%) of the amount of the bid/offer. Terms of forfeiture shall be expressed in the bid document.

### **21.3 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.

## **22. Multi-Year Contracts**

Multi-year contracts are limited to a specified period. Unless otherwise provided by law, a contract for supplies or services may be entered into for any specified period of time deemed to be in the best interests of the County, not to exceed two (2) years, with optional renewals up to five (5) years, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. However, the total contract term for any contract (except leases), including the time periods by which the contract is extended due to renewal, shall not exceed a maximum of five (5) years. 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.

## **23. 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.

## **24. 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.

## **25. 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.

## **26. 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.

## **27. Hold Harmless Clause**

The successful bidder agrees to indemnify, save harmless and defend the County of Winnebago, 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.

**28. Fiscal Responsibility**

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.

**29. 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.

**30. 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 (3) 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 (5) 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.

**31. 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.

**Section 3-358: Specification**

**Responsibility for Specifications**

The Director of Purchasing or delegated Using Department shall prepare, revise, maintain and monitor specifications for materials, supplies, services, equipment and construction or construction related services required by the County except that specifications for any public work involving professional engineering shall be prepared by a professional engineer.

Highway Department may prepare specifications for construction and maintenance of highways, bridges, and culverts in accordance with IDOT standards.

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.

The Director of Purchasing shall retain authority to approve or disapprove all specifications.

#### **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.

#### **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.

### **Section 3-359: Appeals and Remedies**

#### **Bid Protests**

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.

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.

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.

#### **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.

#### **Authority to Settle Bid Protests and Contract Claims**

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.

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 (5) business days from the date of receipt of the decision, the County Board Chairman receives a written appeal from the contractor.

If the Director of Purchasing does not issue a written decision regarding any protest or claim within ten (10) 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.

### **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.

### **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.

### **Procedure for Non-Compliance for Purchases**

#### **Procedure for Non-compliance for Purchases Under \$25,000**

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 Ordinance. If the County Auditor is requested to process any payment that is not in compliance with this Ordinance, the Auditor shall, after consultation with the State's Attorney, promptly report such request and the nature of the non-compliance to the Chair of appropriate Committee. If the purchase amount is \$25,000 or less, 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.

#### **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 that is not in compliance with this Ordinance, 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.

**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.

**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.

**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 Ordinance, then:

1. if the person awarded the contract has not acted fraudulently or in bad faith:
  - A. 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
  - B. 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; or
2. 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.

**Remedies for Solicitations or Awards in Violation of Law**

**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.

### **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 Ordinance.

### **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.

### **Section 3-360: Debarment**

#### **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.

#### **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 or records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty which seriously and directly affect responsibility as a County contractor;
3. conviction under State or Federal antitrust laws arising out of the submission or bids or proposals;

4. violation of contract provisions or a character which is regarded by the Director of Purchasing to be so serious as to justify debarment, including, but not limited to:
  - (a) deliberate failure to perform the specifications or within the time limit provided in the contract; or
  - (b) a record within the previous five (5) years of failure to perform or to perform unsatisfactorily the terms of one or more contracts, excluding situations in which the lack of performance is caused by acts beyond the control of the contractor.
5. any other cause which the Director of Purchasing determines to be so serious and compelling as to affect responsibility as a County contractor, including debarment by any other governmental entity for any cause listed in this Ordinance; and
6. for violation of the ethical standards set forth in this Ordinance.

#### **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 (10) 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.

#### **Section 3-361: Contract Management Policy**

##### **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 Ordinance, 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.

## **Definitions**

### **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.

### **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.

## **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 Ordinance. 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 six (6) months prior to the expiration of each contract to allow the original requester to begin the process of developing a new contract, if required.

### **Types of Contracts**

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

### **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 Ordinance, 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.

### **Excluded Contracts**

Unless mandated by the County Board no employment or HIPPA contracts will be held in the Purchasing Department nor will they be approved or negotiated by the Director of Purchasing.

## **Section 3-362: Contract Execution**

### **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.

### **Fiscal Responsibility**

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.

### **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 Ordinance.

### **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.

### **Approval of Contracts**

#### **Contracts of \$25,000 (\$50,000 for Professional Services) or More**

The Committee in charge of the Using Agency shall submit their recommendation on the award of a contract where the total cost of the contract exceeds \$25,000 (\$50,000 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.

#### **Contracts of Less than \$25,000 (\$50,000 for Professional Services)**

The County Board Chairman and County Administrator shall sign all contracts where the total cost of the Contract is between \$5,000 and \$25,000 (\$50,000 for Professional Services).

#### **Contracts Involving a Material Alteration**

All contracts, regardless of cost, that will result in a material alteration this Ordinance 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.

### **Section 3-363: Contract Changes**

#### **Change Orders and Contract Modifications**

1. All change orders and contract modifications shall be in writing. When the total of change orders, contract modifications or price adjustments on any contract approved by Resolution or of \$25,000 (\$50,000 for Professional Services) or more exceeds ten percent (10%) 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.
2. When a change order or series of change orders authorize or necessitate an increase or decrease in either the cost of a contract by a total of \$25,000 (\$50,000 for Professional Services) or more, or the time of completion by a total of 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 fifty percent (50%) 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 fifty percent (50%) 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 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.

### **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 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.

### **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.

### **Section 3-364: Surplus and Obsolete Supplies**

#### **Disposal of Surplus and Obsolete Supplies**

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.

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.

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.

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.

**BE IT FURTHER ORDAINED**, that all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**BE IT FURTHER ORDAINED**, that this Ordinance Amendment shall be effective immediately upon passage.

**BE IT FURTHER ORDAINED**, that the Winnebago County Clerk shall place a certified copy of this Ordinance Amendment upon its adoption in the records of office of the Winnebago County Clerk.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

_____ GARY JURY, CHAIRMAN	_____ GARY JURY, CHAIRMAN
_____ JEAN CROSBY	_____ JEAN CROSBY
_____ ANGIE GORAL	_____ ANGIE GORAL
_____ JOE HOFFMAN	_____ JOE HOFFMAN
_____ KEITH McDONALD	_____ KEITH McDONALD
_____ ELI NICOLOSI	_____ ELI NICOLOSI
_____ DOROTHY REDD	_____ DOROTHY REDD

The above and foregoing Ordinance was adopted by the County Board of the  
County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2018.

ATTESTED BY:

\_\_\_\_\_  
**FRANK HANEY**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**TIANA McCall**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

## DIVISION 6. – PURCHASING ~~AND~~ CENTRAL SERVICES, ~~AND RISK MANAGEMENT~~

### Sec. 2-226. - Establishment.

There is hereby established the department of central services.

(Ord. No. 92-CO-79, § 9(13A-1), 11-24-92; Ord. No. 98-CO-65, 11-12-98)

### Sec. 2-227. - Responsibilities.

The department shall be responsible for undertaking, enforcing and monitoring the central purchasing system for county governmental operations, for providing a centralized location for copying and printing services, for supply procurement, and for mailing services, ~~and for developing and administering the risk management program for county governmental operations.~~

(Ord. No. 92-CO-79, § 9(13A-2), 11-24-92; Ord. No. 98-CO-65, 11-12-98)

### Sec. 2-228. - Director.

~~The person in charge of the department of purchasing and central services shall be known as the purchasing director. The purchasing director shall be recommended by the county administrator with the approval of the county board chairman.~~

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 Ordinance. The Director of Purchasing and compensation shall be recommended by the County Administrator with the approval of the County Board Chairman.

(Ord. No. 92-CO-79, § 9(13A-3), 11-24-92; Ord. No. 98-CO-65, 11-12-98; Ord. No. 2017-CO-110, 11-21-17)

## DIVISION 3: CENTRALIZED PURCHASING ~~SYSTEM~~

### Section 3-326 – Short Title

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

### Section ~~23~~-327: General Provisions

#### 1. Policies and Procedures

##### 1.1 Purpose

The underlying purpose and policies of this Ordinance 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; provide safeguards for the maintenance of a procurement system of quality and integrity; and meet the needs of the County of Winnebago through continuous improvement of purchasing systems and procedures. To 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.

## 1.2 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 expenditure-s 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.

- 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 Ordinance 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.

### **1.3 Public Access to Procurement Information**

Procurement information shall be a public record as defined by the Illinois Freedom of Information Act, being 5 ILCS 140/1 et seq.).

### **1.4 Requirement of Good Faith**

This Ordinance requires all parties involved in the negotiation, performance, or administration of County contracts to act in good faith.

### **1.5 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.

### **1.7 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.

### **Section ~~23~~-328 – Severability**

If any provision of this Ordinance 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 Ordinance.

### **Section ~~23~~-329 – Repealer**

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

### **Section ~~23~~-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.

### **Section ~~23~~-331. Effective Date**

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

## **Section 23-332: Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

**Contract File** A record maintained in the Purchasing Department which may include a requisition, purchase order, contract documents and/or related correspondence.

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

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

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

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

**Cooperative Joint Purchasing** Procurement conducted by or on behalf of more than one governmental unit.

**Cost-Reimbursement Grant** A contract under which a Contractor is reimbursed for costs which are allocable in accordance with the Contract terms and the provisions of this Ordinance, 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 Ordinance.

**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 (3) 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 US General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois.

**Elected Official** For the purposes of this Ordinance, 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 Ordinance, the Chief Judge of the 17th 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 from the County whether elected or not, and any individual performing uncompensated personal services for the County.

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

**F.O.B.** Freight on Board

**Goods and Supplies** All personal property relating to the maintenance, repair and operating materials necessary to sustain day to day County operations.

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

**IDOT** Illinois Department of Transportation

**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 Ordinance.

**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.

**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.

**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.



**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 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.

**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 Officer** A person who has the capability in all requests to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

**Responsive Bidder** A person who has submitted a bid which conforms in all material respects to the Invitation for Bid.

**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.

**Sole Source Procurement** The situation resulting from the inability to obtain competitive bids, which may result because only one vendor or supplier possesses the unique ability to meet the particular requirements of the solicitation. Sole source procurement requires written justification from the requesting department

explaining why there is only one source. Such justification will be reviewed by the Director of Purchasing for validity.

**Solicitation** An Invitation for Bids or Request for Proposals 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 Ordinance. 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.

**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 twenty-five percent (25%) 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** Any County department or agency requiring goods and supplies, equipment, services, construction, or professional services procured pursuant to this Ordinance.

## **Section ~~23~~-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 Ordinance. The Director of Purchasing and compensation shall be recommended by the County Administrator with the approval of the County Board Chairman.

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.

## **Section ~~23~~-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 Ordinance 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. Departments shall forward to the Purchasing Department suggested specifications for goods and supplies, equipment, services, construction, and professional services. 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. Specifications for construction and maintenance of highways, bridges and culverts 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 Ordinance, specifying the facts supporting the determination, for retention in the permanent contract file.
7. Have discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the Director of Purchasing shall consider the County's requirements, its resources, and the potential contractor's capabilities. The Purchasing Department shall include in the contract file a written statement setting forth the facts which led to the selection of a particular method of construction contracting management for each project.
8. Obtain expert advice and assistance from personnel of County departments in development of specifications.
9. Exercise supervision over inventories of goods belonging to the County.
10. Sell, trade, transfer, or otherwise dispose of surplus County property and equipment.

~~Sec. 2-335. — Delegation of authority.~~

~~Subject to regulations established by the county board committee on purchasing, the director of purchasing may delegate authority to designees, or to any department, agency, or official.~~

~~(Ord. No. 96 CO 23, 5-9-96)~~

**Section 23-336 – Procedural Rules and Regulations**

**1. Purchasing Regulation and Operational Procedures**

Consistent with this Ordinance, 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.

**2. 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.

**3 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 Ordinance 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.

**4 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.

**Section 2-337. - Reserved**

~~Sec. 2-337. — Exemptions from centralized purchasing.~~

~~(a)~~

~~When required by state law, or when specifically authorized by the county director of purchasing, in writing, any using agency may purchase or contract for specified classes of supplies, materials, equipment or contractual services independently of the county director of purchasing's office. However, such purchases or contracts shall be made in conformance with applicable provisions of this division. When directed by the county board chairman, the county director of purchasing shall rescind such authorization to purchase independently, by written notice to the agencies concerned, unless otherwise prohibited by law.~~

(b)

~~Contracts which by their nature are not adapted to award by competitive bidding, such as contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part; contracts for printing pamphlets, estimates and reports; contracts for the printing or engraving of bonds, tax warrants and other evidences of indebtedness; contracts for utility services such as water, light, heat, telephone or telegraph; and contracts for the purchase of magazines, books, periodicals and similar articles of an educational or instructional nature, hearing transcripts, dues for membership in approved organizations and tuition for course of instruction and seminars shall not be subject to competitive bidding.~~

(c)

~~Regular employment contracts in the county service, whether with respect to the classified service or otherwise, shall not be subject to the provisions of this division nor shall this division be applicable to the granting or issuance pursuant to powers conferred by laws, ordinances or resolutions, of franchises, licenses, permits or other authorizations by the county board; by departments, offices, institutions, boards, commissions, agencies or other instrumentalities of the county; or to contracts or transactions, other than the sale or lease of personal property, pursuant to which the county is the recipient of money.~~

(d)

~~Unless otherwise provided by law, bridges, highways or other heavy or specialized construction contracts need not be procured through the office of the director of purchasing but shall nevertheless be procured by the appropriate agency or department subject to the requisition of this division.~~

~~(Ord. No. 96-CO-23, 5-9-96)~~

Section 2-338. – Reserved.

#### **Sec. 2-338. – Emergency purchases.**

(a)

~~An emergency shall be deemed to exist when a breakdown in equipment or a threatened termination of essential services occurs, which may vitally affect the life, health or welfare of county citizens; or when unforeseen circumstances arise, including delays by contractors or delays in transportation. The purchasing regulations adopted pursuant to section 2-336 shall provide for the specific circumstances and conditions under which emergency purchases shall be made.~~

(b)

~~If an emergency occurs during regular business hours, the agency head or other employee of the using agency shall immediately notify the county director of purchasing, who shall either purchase the required commodity or service, or authorize the using agency to do so. If the county director of purchasing is unavailable, the head of the using agency shall notify and obtain the consent of the chairman of the county board or his/her designee before making the required purchase. If an emergency occurs at a time other than regular business hours, the using agency may directly purchase the commodity or commodities required. If the estimated cost of the emergency purchase exceeds \$1,000.00, the head of such agency shall, whenever possible, secure three competitive bids and order delivery to be made by the lowest responsible bidder. As to each emergency purchase made, the agency head shall, not later than one week thereafter, submit to the county director of purchasing a requisition, a tabulation of bids received, if any, a delivery receipt and a written explanation of the circumstances of such emergency purchase. The records of such emergency transactions shall be open to public inspection during regular business hours.~~

(c)

~~The county director of purchasing shall submit to the county board or its committee on purchasing a monthly list of all emergency purchases in excess of \$1,000.00 made during the preceding one month period, with a full explanation of the circumstances of each purchase.~~

(d)

~~The director of purchasing shall eliminate emergency orders by proper use of price agreements and other similar types of orders, whenever the county's interest will be best served thereby.~~

~~(Ord. No. 96-CO-23, 5-9-96)~~

#### Section 23-339. - 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.

(Ord. No. 96-CO-23, 5-9-96)

#### Section 23-340. – Reserved.

#### ~~Sec. 2-340. – Requisitions and estimates of future requirements.~~

(a)

~~For authorized purposes and within the limits of funds appropriated therefor, all agencies shall submit to the county director of purchasing proper requisition for all supplies, materials, equipment and contractual services which are required for their operations. The county director of purchasing, after reviewing the~~

~~prices stated on any such requisition, may request from the head of the requesting agency, justification of the quantity or quality of goods so requisitioned.~~

(b)

~~When so requested, all agencies shall also file with the county director of purchasing estimates of their future requirements for supplies, materials, equipment and contractual services. Estimates shall be submitted at such times, in such form and for such future periods as the county director of purchasing shall prescribe.~~

~~(Ord. No. 96 CO 23, 5-9-96)~~

## **Sec. 2-341. — Contract purchases and sales.**

(a)

~~Unless otherwise excepted in this section, all purchases of and contracts for supplies, materials, equipment and contractual services, and all sales of personal property which have been found by the county board not to be required for public use, shall be based on competitive bids. If the amount of the expenditure for a contractual service or for a commodity, or for a class of commodities normally obtainable from the same source of supply, or for a sale of personal property which has been found by the county board not to be required for public use is estimated to exceed \$12,000.00, sealed contract bids shall be solicited through formal public notice, and written contracts shall be awarded by the county board. Such formal public notice shall be given by newspaper advertisement published at least once, in at least one newspaper having a general circulation within the county and published at least ten calendar days before the final date to submit bids. Such public notice shall include a general description of the commodities or services to be purchased or of the commodities to be sold; shall state where contract bid forms and specifications may be obtained; and shall specify the time and place for opening of bids. Where the amount involved in any such purchase or sale is estimated to be \$30,000.00 or less, no formal public notice to bidders by newspaper advertisement shall be required.~~

(b)

~~Additionally, the county director of purchasing shall, in all such purchases or sales, solicit bids from prospective bidders for the class of commodities being purchased or sold as listed on the bidder's list, by sending to them copies of the newspaper notice or such other notice as will acquaint them with the proposed purchase or sale. Also, in all cases, pending sales or purchases shall be advertised by placing a copy of such contract bid form on file in the purchasing office at least ten days prior to the last day for the receipt of bid proposals.~~

(c)

~~All bids shall be submitted to the county director of purchasing on the official contract bid forms and sealed in a bid envelope, upon which envelope shall be indicated the class or type of commodities to be purchased and the established time for the opening of bids. When specified by the director of purchasing, each bid shall be accompanied by surety in the form of a certified or cashier's check, or bid bond, in such amount as shall be stated in the public invitation to bid or in the contract bid form. A tabulation of all bids received, whether accepted or rejected, shall be open for public inspection during~~

~~regular business hours for a period of not less than 30 days after the date of bid opening. The county director of purchasing shall submit a copy of such tabulation of all bids received to the county board or its committee on purchasing, together with his recommendation for contract award. When authorized and directed by the county board, the county director of purchasing shall reject any and all bids for any and all commodities or contractual services included in the bid form, and may readvertise for bids when the public interest will be served thereby. If all bids received are for the same total amount or unit price, and if the public interest will not permit the delay of readvertising for bids, the county board, or its designated committee on purchasing, may authorize the county director of purchasing to award the contract to one of the tie bidders by a drawing of lots in public. In all other cases, the contract shall be awarded to the lowest responsible bidder. Contracts for amounts exceeding \$12,000.00 shall be awarded by the county board. However, the county board may award contracts for any amounts. In determining the lowest responsible bidder, the following factors shall be taken into consideration:~~

(1)

~~The quality of the articles supplied, their conformity with the specifications and their suitability to the requirements of the county; availability of support services; uniqueness of the service, materials, equipment, or supplies as it applies to networked integrated computer systems; and compatibility to existing equipment.~~

(2)

~~The delivery and discount terms and conditions of the bid.~~

(3)

~~The skill, ability and capacity of the bidder to perform the contract or to provide the services required.~~

(4)

~~Capability of the bidder to perform the contract or provide the services promptly, or within the time specified, without delay or interference.~~

(5)

~~The character, integrity, reputation, judgment, experience and efficiency of the bidder.~~

(6)

~~The quality of performance of previous contracts or services provided by such bidder.~~

(7)

~~The previous compliance with the bidder with the laws and ordinances relating to the contract or service.~~

(8)

~~Whether the bidder is in arrears to the county on a debt or contract, or is a defaulter on surety to the county or whether the bidder's county taxes and assessments are delinquent.~~

(9)

~~The service reputation of the bidder.~~

(10)

~~Other information and data required by the director of purchasing to be submitted by the bidder to prove his responsibility.~~



(11)

~~With respect to construction projects of \$50,000.00 or greater, the provisions of section 2-332, definition of "responsible bidder for construction projects of \$50,000.00 or more," shall apply.~~

~~However, price and quality being equal, preference may be given to responsible local bidders.~~

(d)

~~The county director of purchasing may waive minor informalities in bids as the interest of the county may require.~~

(e)

~~Contracts for the sale of personal property shall be awarded by the county board to the highest responsible bidder and shall be subject to all other applicable requirements of this section. Provided, however, that sales to units of local government or the sale of surplus supplies and personal property shall not be subject to this provision.~~

(f)

~~It shall be the duty of the county director of purchasing to discourage the practice of uniform bidding by every possible means, and to obtain as full and open competition as possible on all sales and purchases. The county director of purchasing shall require each bidder to accompany his bid with a statement, made under oath, that the bidder has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of such statement shall render void the bid of such bidders. Any disclosure to or acquisition by a competitive bidder, of the terms and conditions of a bid submitted by another competitor in advance of the opening of the bids, shall render such bid proceedings void and shall require readvertisement for bids.~~

(g)

~~If the successful bidder does not execute a contract with the county within 30 days after the mailing of a notice of an award of contract, he shall forfeit in cash an amount equivalent to the amount of any surety which accompanied his bid, unless the county is responsible for such delay. He shall also be held liable for any costs in excess of his bid price, which the county incurs in purchasing the commodities or services elsewhere.~~

(h)

~~Where so required by the terms of the contract bid form, the successful bidder shall furnish surety in the form of a certified or cashier's check or bond for the faithful performance of the contract, in the amount specified in the contract bid form.~~

(i)

~~Bidders who regularly do business with the county shall be permitted to file with the county director of purchasing an annual bid bond and an annual performance bond in an amount established by the county board. Such annual bond shall be accepted as surety in lieu of the furnishing of surety in each individual transaction. Such bidders may also file an annual certification to meet the requirements of a responsible bidder for construction contracts of \$50,000.00 or more as set forth in section 2-332.~~

(j)

~~All contract bid forms and all contracts shall be approved by the state's attorney as to form and legal sufficiency. Following such approval, all contracts shall be signed on behalf of the county by the county director of purchasing. A fully executed counterpart of each contract shall be filed with the county clerk, with a copy to be filed with the county auditor.~~

~~(Ord. No. 96 CO 23, 5-9-96; Ord. No. 2000 CO 2, § 2, 2-10-00; Ord. No. 2004 CO 32, 3-11-04; Ord. No. 2009 CO 80, 11-12-09; Ord. No. 2015 CO 098, 10-8-15)~~

**~~Section 2-341.1.—Goals for Minority/Women Business Owned Enterprises (M/WBE) participation in county procurement.~~**

~~The county encourages all of its contractors, where possible, to provide for the participation of minority owned and women owned business through partnership, joint venture, subcontracts and other contractual opportunities.~~

~~In an attempt to increase the participation of minority owned business and women owned business in providing the required goods and services, the county has established the following procedures:~~

- ~~1. Goals for participation of MBEs and WBEs shall be applicable to all transactions. Goals shall be established and administered on an individual basis, and shall be part of the bid specifications.~~
- ~~2. Within a contract, the participation goals shall be applicable to the total annual dollar value of all transactions in that contract, including change orders.~~

**~~Section 2-341.2.—Waivers.~~**

- |   |
|---|
| <div data-bbox="134 1142 1390 1218" data-label="List-Group"><ol style="list-style-type: none"><li><del>1. The County Administrator and Director of Purchasing shall review all waiver requests to determine whether there is sufficient evidence to grant a waiver.</del></li></ol></div> |
|---|
- ~~2. The waiver request must establish by clear and convincing evidence that full compliance with MBE and WBE requirements is impossible under the circumstances.~~
  - ~~3. The waiver review committee may request from the contractor any information relevant to the waiver request.~~

**~~Section 2-341.3.—Demonstrations of MBE and WBE compliance in bid or proposal documents.~~**

- ~~1. MBE and WBE participation requirements will be specified as special conditions in invitations for bids and bid documents and in requests for proposals. This specification will include a listing of all documentation which must be submitted with the bid or proposal and will describe the reporting requirements applicable during the contract period. All solicitation and contract documents will also provide that the requirements of the program become part of each contract between the county, vendor and/or contractor.~~
- ~~2. Each vendor must submit with its bid or proposal a signed commitment to comply with the M/WBE program or the bid may be deemed non-responsive.~~

**~~Section 2-341.4.—Reserved.~~**

~~Section 2-341.5. --Utilization of workforce minority and women in construction projects.~~

~~The county encourages all of its contractors, where possible, to provide for workforce participation of minority and women opportunities. In an attempt to increase the workforce participation of minority and women, the county has established the following procedures:~~

~~Construction employee utilization projection.~~

- ~~1. Workforce goal structure for minority and gender groups. For each category of transactions, the participation goals shall consist of:
  - ~~a. One goal for MBE participation.~~
  - ~~b. A separate WBE participation goal.~~~~
- ~~2. The purchasing and risk management and equal employment opportunity division, will establish specific numerical goals annually.~~
- ~~3. All bidders on construction contracts shall complete and submit along with and as a part of their bids, a bidder's utilization form setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and women employee utilization in all job classifications on the contract project.~~
- ~~4. The county shall review the utilization form, and workforce projections contained therein, of the successful bidder to determine if such projections reflect a utilization of minority person and/or women's in any job classification in accordance with this section.~~

~~(Ord. No. 2006 CO 51, 4-13-06)~~

Section 23-342. To Section 23-345 Reserved.

~~Sec. 2-342. --Competitive sealed proposals.~~

~~(a)~~

~~Conditions for use. Unless otherwise provided by law, when the director of purchasing determines that the use of competitive bidding is either not practicable or not advantageous to the county, a contract may be entered into by competitive sealed proposals.~~

~~(b)~~

~~Request for proposals. Proposals shall be solicited through a request for proposals.~~

~~(c)~~

~~Public notice. Adequate public notice of the request for proposals shall be given in the same manner as provided in section 2-341 (contract purchases and sale).~~

~~(d)~~

~~Receipt of proposals.~~ Proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation.

(e)

~~Evaluation factors.~~ The requests for proposals shall state the relative importance of price and other evaluation factors.

(f)

~~Discussion with responsible offerors and revisions to proposals.~~ As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

(g)

~~Award.~~ Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the county taking into consideration price and the evaluation facts set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

(Ord. No. 96 CO 23, 5 9 96)

## ~~Sec. 2-343. Open market purchases and sales.~~

(a)

~~If an amount of the expenditure for a contractual service or for a class of commodities normally obtainable from the same source of supply, or for a sale of personal property which has been declared by the county board not to be required for public use, is estimated to be less than \$12,000.00, it shall be deemed to be an open market transaction and shall not be subject to the requirements of section 2-341. However, all such open market transactions shall, wherever possible, be based on at least three competitive bids.~~

(b)

~~The director of purchasing may solicit such bids by telephone, facsimile, or by any other electronic media, in which case they shall be confirmed in a manner satisfactory to the director of purchasing.~~

(c)

~~The county director of purchasing shall make a tabulation or other record of all written and telephone bids, and such records shall be open to public inspection during regular business hours for at least 30 days after the date of the bid opening or telephone transaction.~~

(d)

~~All open market purchases shall be awarded by the county director of purchasing to the lowest responsible bidder. In determining the lowest responsible bidder, the director of purchasing shall follow~~

~~the criteria established therefor in subsection 2-341(c). However, price and quality being equal, preference may be given to responsible local bidders. All open market sales shall be made to the highest responsible bidder.~~

~~(Ord. No. 96-CO-23, 5-9-96; Ord. No. 2004-CO-32, 3-11-04; Ord. No. 2009-CO-80, 11-12-09; Ord. No. 2015-CO-098, 10-8-15)~~

**~~Sec. 2-344. Types of contracts and purchases.~~**

~~(a)~~

~~It shall be the responsibility of the county director of purchasing to do the following:~~

~~(1)~~

~~Reduce, to the maximum extent possible, the number of purchase transactions by combining into bulk orders and contracts the requirements of agencies for common use items or items repetitively purchased.~~

~~(2)~~

~~Develop and use only those types of contracts and purchase order forms which will reduce to a minimum the accompanying paperwork, and which in all other respects will be most advantageous to the county.~~

~~(b)~~

~~In carrying out the provisions of subsection (a) of this section, the county director of purchasing is authorized to prescribe in the purchasing procedure regulations, adopted pursuant to section 2-336, the use of various types of contracts and orders, including, but not limited to the following:~~

~~(1)~~

~~Definite quantity contract, whereby the contractor agrees to furnish the specified quantity of supplies, materials or equipment to a specified time.~~

~~(2)~~

~~Indefinite quantity contracts, whereby the county agrees to purchase from the contractor all of its requirements for specified supplies, materials or equipment in an estimated but indeterminate amount, during a prescribed period of time, at a definite unit price or at a specified discount from list or posted prices.~~

~~(3)~~

~~Price agreements, whereby the contractor agrees to supply the county requirements for items, such as replacement parts for different makes of mechanical or automotive equipment, during a prescribed period of time and within a designated geographical area of the county, a definite unit price or at specified discount from list or posted prices.~~

~~(4)~~

~~Purchase orders under \$500.00 are to be prenumbered and issued by the county director of purchasing to properly authorized county officials for use in securing over the counter delivery of nonrepetitive items and services when the need arises. The use of such purchase orders shall be limited to purchases in amounts not exceeding \$500.00. All such purchase orders under \$500.00 may be issued without regard~~

~~to the requirements of section 2-336. All purchase orders under \$500.00 shall be promptly accounted for to the county director of purchasing by the agency official to whom they have been issued.~~

(5)

~~The director of purchasing and risk management along with the auditor are authorized to initiate a purchasing card program. The program will be set up and maintained by the purchasing and risk management department.~~

~~(Ord. No. 96 CO 23, 5-9-96; Ord. No. 2000 CO 2, § 3, 2-10-00; Ord. No. 2015 CO 098, 8-10-15)~~

**~~Sec. 2-345. — Purchases of items produced by one manufacturer; patented or proprietary items.~~**

(a)

~~When the county requires supplies, materials or equipment which are produced by only one manufacturer, the county director of purchasing shall specify such manufacturer's make or brand in the invitations to bid, and shall obtain competitive bids from authorized dealers or distributors of such manufacturer. If such manufacturer is the sole bidder and the sole source of supply, the county director of purchasing is authorized to negotiate a contract with the manufacturer at prices and on terms most advantageous to the county and submit such contract to the county board for all purchases exceeding \$12,000.00.~~

(b)

~~Where the county requires supplies, materials or equipment which are patented or proprietary and which are obtainable in two or more equally satisfactory and competitive makes, brands or types, the county director of purchasing shall list such acceptable and competitive makes, brands or types in the invitations to bid. Such list shall also include the phrase "or approved equal" to permit bidders to bid on alternate or additional makes, brands or types. It shall be incumbent upon each such bidder to prove to the satisfaction of the county that the alternate or additional make, brand or type which he offers is equal in quantity or performance to those listed in the invitation to bid.~~

~~(Ord. No. 96 CO 23, 5-9-96; Ord. No. 2004 CO 32, 3-11-04; Ord. No. 2009 CO 80, 11-12-09; Ord. No. 2015 CO 098, 10-8-15)~~

**~~Sec. 2-346. — Capital improvement contracts.~~**

(a)

~~When a capital improvement project is to be undertaken by the county, the county board or its authorized committee shall cause plans, specifications and estimates to be prepared.~~

(b)

~~If the capital improvement is to be constructed by contract, competitive bids shall be secured and the contract shall be awarded in accordance with the provisions of sections 2-341 and 2-342, as applicable. However, no award of any capital improvement contract shall be made without authorization and approval of the county board. All contracts for capital improvements shall be approved by the state's attorney as to form and legal sufficiency and, following such approval, shall be executed on behalf of the county by the county board chairman and the clerk of the county board.~~

(c)

~~If plans and specifications for a capital improvement are altered by change order during construction to an extent which, individually or in aggregate, shall require an increase or decrease in either the cost of the contract price by a total of \$20,000.00 or more or the time of completion by a total of 30 days or more, such change order shall not be authorized unless a determination in writing is made by the county board that:~~

(1)

~~The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or~~

(2)

~~The change is germane to the original contract as signed; or~~

(3)

~~The change order is in the best interest of the county and authorized by law.~~

(d)

~~Notwithstanding any of the provisions of this chapter, consistent with the requirements of Section 33E-9 of the Criminal Code of 1961, 720 ILCS 5/33E-9, the county engineer is hereby authorized to approve change orders for not more than \$20,000.00 to contracts for highway projects and other projects of the department of public works previously executed by the county, provided that the county engineer first obtains from the county or from a designee authorized by the county a determination in writing that:~~

(1)

~~The circumstances said to necessitate the change in performance of the contract were reasonably foreseeable at the time the contract was signed; or~~

(2)

~~The change is germane to the original contract as signed; or~~

(3)

~~The change order is in the best interest of the county and authorized by law.~~

~~(Ord. No. 96 CO 23, 5-9-96; Ord. No. 96 CO 27, § 1, 6-13-96; Ord. No. 2004 CO 32, 3-11-04)~~

## **~~Section 2-346.1.—Non-restrictive affirmative action measures on all county procurement.~~**

~~To emphasize non-restrictive methods in pursuing the alleviation of the effects of discrimination, the county will execute throughout its procurement, goods and services functions, to the full extent feasible and effective:~~

- ~~1. Methods that emphasize inclusion of M/WBEs;~~

- ~~2. Measures that facilitate the execution of the minority/women business enterprises program, including its M/WBE participation requirements, in relation to all aspects of the county's procurement process;~~
- ~~3. Technical assistance to M/WBEs concerning program compliance and county procurement;~~
- ~~4. Initiatives that promote the business development and capacities of M/WBEs;~~
- ~~5. Encourage departments/offices of the county to be aware of and to increase the participation of M/WBE by providing the departments/offices a current listing of such businesses and to encourage purchases and services from these businesses;~~
- ~~6. Increase networking opportunities by attending women owned and minority owned business seminar and trade shows.~~
- ~~7. Communicate with other local governments regarding their minority and women owned business plans in order to share information;~~
- ~~8. Invite minority and women owned businesses to the county to introduce them to the needs of the various departments/offices of the county;~~
- ~~9. Continue to maintain an active database of minority and women owned businesses.~~

~~*Inclusionary methods.* In all of its procurement activities, the county will take all available steps to maximize M/WBE inclusion. Responsibility for these steps rests with both the procuring departments and EEOD.~~

~~*Facilitation methods.* In all of its procurement activities, the county will take all available steps to mesh the execution of the M/WBE program into the flow of the procurement process, and vice versa. Responsibility for these steps rests with both the procuring departments and EEOD.~~

~~(Ord. No. 2006-CO-51, 4-13-06)~~

## ~~Section 2-347. -- Nondiscrimination in contracts.~~

~~No contract for any construction work authorized by this section shall be awarded to any contractor unless the contract contains provisions obligating the contractor not to discriminate in any manner against any employee or applicant for employment because of race, creed or national origin, and obligating the contractor to include a similar clause in all subcontracts except the subcontracts for standard commercial supplies or raw materials. In addition, contractors and subcontractors shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.~~

~~The mandatory inclusion of a nondiscrimination clause in construction contracts for county capital improvement projects, as provided for in this section, shall not be interpreted as imposing upon any contractor or subcontractor, any percentage, ration, quota system or other program to achieve racial balance or to eliminate racial imbalance.~~

~~Failure to include such a contract provision renders any contract void ab initio, but any party shall be entitled to the reasonable value of services performed and material supplied. However, the county may under this section elect to compel the performance of any contract not containing the nondiscrimination provisions, but recovery against the proper party shall be limited to the reasonable value of services performed and materials supplied.~~



~~Where the contractor willfully fails to comply with the nondiscrimination provisions, the county may, where the contract is still executory in part, compel continued performance of the contract, but it shall be liable only for the reasonable value of the services performed and materials supplied from the date that the breach of contract was discovered or should have been discovered, and any sums previously paid by the county under the contract shall be set off against the sums to become due as the contract is performed.~~

~~If any subcontractor willfully fails to comply with the nondiscrimination provisions, the contractor may void the subcontract and shall be liable only for the reasonable value of the services performed and the materials supplied.~~

~~(Ord. No. 96-CO-23, 5-9-96; Ord. No. 96-CO-27, § 2, 6-13-96)~~

### **Section 3-348. - 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.

(Ord. No. 96-CO-23, 5-9-96; Ord. No. 96-CO-27, § 2, 6-13-96)

### **Section 3-349. - 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 Sections 2-357.

(Ord. No. 96-CO-23, 5-9-96; Ord. No. 96-CO-27, § 2, 6-13-96)

### **Section 3-350. - 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.

(Ord. No. 96-CO-23, 5-9-96; Ord. No. 96-CO-27, § 2, 6-13-96)

### **Section 3-351. - Conflict of interest; acceptance of gratuities, penalties.**

Neither the county director of purchasing, nor any full time county employee, shall participate directly or indirectly in a procurement when they know that:

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

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

Neither the county purchasing director, nor any county employee shall accept any payment, gratuity, or offer of employment as an inducement for the award of a contract or an order.

Any person violating subsections (a) and (b) above shall be subject to disciplinary action up to and including discharge.

The offer or delivery of any such gratuity to any 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.

(Ord. No. 96-CO-23, 5-9-96; Ord. No. 96-CO-27, § 2, 6-13-96)

**Section 3-352. To Section 3-356 Reserved.**

## **Section 3-357: Source Selection and Contract Formation**

### **1. Purchases Below Competitive Bidding Threshold**

#### **1.1 Competitive Bidding**

The Competitive Bidding Threshold for the purpose of this Ordinance is established at the level of twenty-five thousand dollars (\$25,000).

#### **1.2 Micro Purchases**

Micro purchases are defined as procurement of materials, services, supplies, equipment, construction or construction related services that are less than \$5,000. There is no requirement to obtain competitive quotes but efforts should be made to distribute purchases equitably among qualified providers.

#### **1.3 Small Purchases**

Small purchases are procurement of materials, services, supplies, equipment, construction or construction related services that are at least \$5,000 and less than the Competitive Bidding Threshold of \$25,000 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 informal (3) 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.

#### **1.4 Artificial Division or Fragmentation Prohibited**

Procurements shall not be artificially divided or fragmented (stringing) so as to fall below the Competitive Bidding Threshold in order to circumvent any bidding or competitive selection process and procedures described in this Ordinance.

### **2. Competitive Bidding**

#### **2.1 Conditions for Use**

All procurements whose value equals or exceeds the Competitive Bidding Threshold of \$25,000 shall be awarded by competitive sealed bidding in accordance with this Section except as otherwise provided in S3 (Request for Proposals), 4 (Professional Services), 5 (Sole-Source), 6 (Emergency Procurements), 7 (Cooperative Joint Purchasing) or as provided by State statute.

## **2.2 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.

## **2.3 Public Notice**

Reasonable time for the required public notice of the Invitation for Bids 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 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. 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

## **2.4 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.

## **2.5 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.

## **2.6 Acceptance and Evaluation of Bids**

Bids shall be unconditionally accepted without alteration or correction, except as authorized by this Ordinance. Bids shall be evaluated to determine which bidder offers the lowest cost to the County in accordance with the evaluation criteria set forth in the solicitation. Only objectively measurable criteria set forth in the Invitation for Bids shall be applied in determining the lowest responsive bidder. Examples of such criteria include, 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 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.

## **2.7 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 Responsible Bidder whose bid

meets the requirements and criteria set forth in the Invitation for Bids. All contractually required documentation will be required prior to any Notice to Proceed.

### **3. Request for Proposals (RFP)**

#### **3.1 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 shall be subject to a Request for Proposal according to the selection process set forth in this Ordinance.

#### **3.2 Request for Proposals (RFP)**

A Request for Proposals shall be issued and include all specifications, terms and conditions applicable to the procurement.

#### **3.3 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. 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.

#### **3.4 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.

#### **3.5 Evaluation Factors**

The Request for Proposals shall state the relative importance of price and other evaluation factors.

#### **3.6 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.

#### **3.7 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.

#### **4. 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.

##### **4.1 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;
- An actual emergency exists where existing staff cannot effectively be deployed or mobilized due to the nature of the occurrence or time constraints.

##### **4.2 Procedures for Selection of Independent Professionals Not Subject to the Local Government Professional Services Selection Act.**

Contracts for professional services that are less than \$5,000 may be awarded by Department Heads pursuant to rules promulgated by the Director of Purchasing. Contracts for professional services that are at least \$5,000 and less than \$50,000 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 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 Ordinance.

#### **4.3 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 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.

#### **5. 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 to competitive bids or proposals. The Director of Purchasing and responsible Department Head can conduct negotiations, as appropriate, as to price, delivery and terms. 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.

#### **6. Emergency Procurements**

Notwithstanding any other provisions of this Ordinance, the procurement of goods, services, or construction items when there exists a threat to public health, welfare, or safety, or to prevent or minimize serious disruption of government services, shall be considered an "emergency". Emergency procurements shall be made with any competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be certified by the appropriate Department Head, or Elected Official forwarded to the Director of Purchasing, and included in the contract file. A confirming Resolution, along with the written determination, shall be submitted to the County Board for all emergency procurements of \$25,000 or more for goods, equipment and services; and for any professional services agreements.

#### **7. Cooperative Joint Purchasing**

Subject to applicable State statutes, the County may either participate in, sponsor, conduct, or administer a cooperative 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 purchased may be done without the formality of bidding set forth in this Ordinance. County Board award procedures as detailed must still be followed.

## **8. Solicitation Amendments**

### **8.1 Conditions for Use**

If necessary, an amendment 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.

### **8.2 Distribution**

Amendments to solicitations will be identified as such and shall be sent to all persons to whom the solicitation was originally sent.

### **8.3 Receipt Acknowledgement**

Amendments shall require the bidder to acknowledge receipt of the amendment by in their bid response on or before the scheduled date and time of the opening.

### **8.4 Timeframe for Vendor Evaluation**

Amendments shall be issued in a reasonable period, not less than five (5) calendar days before the due date to allow prospective bidders sufficient time to consider the amendment in preparing their bids. If the due date does not allow the bidder sufficient time to review the amendment, the due date may be extended.

## **9. 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.

## **10. Pre-Opening Modification or Withdrawal of Bids/Offers**

### **10.1 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.

### **10.2 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.

#### **11 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.

#### **12. 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.

#### **13. Mistakes in Bids/Offers**

##### **13.1 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.

##### **13.2 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.

### **13.3 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.

### **13.4 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.

### **14. Only One Bid/Offer is Received**

If only one responsive bid/offer is received to a solicitation, 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.

### **15. 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 (3) days written notice to the bidders. Tie bidders will be afforded the opportunity to witness the coin toss, however, attendance is voluntary.

### **16. 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 Illinois Freedom of Information Act (the "Act"). The County does not represent, warrant or guarantee that any information designated as trade secrets or proprietary property will in fact be so deemed by any Court, and all bidders assume the risk that any and all information contained in a bid or proposal may not be exempt from disclosure under the Act. The County expressly disclaims all liability for such disclosure.

### **17. 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.

### **17.1 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.

### **17.2 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.

## **18. 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.

## **19. Responsibility of Bidders and Offerors**

### **19.1 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.

### **19.2 Factors in Determining Responsibility**

Factors considered in determining whether a bidder or offeror is responsible are:

- The bidder's or offeror's resources in terms of financial, physical and personnel
- The bidder's or offeror's record in terms of past performance and integrity, such as a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; a debt owed by the contractor to the County; or suspension or debarment by another governmental entity
- Whether the bidder or offeror is legally qualified to do business with the County
- Whether the bidder or offeror complied with requirements for submitting information regarding their responsibility

- Whether the bidder or offeror met specific responsibility criteria established within the solicitation
- Where a bidder or offeror fails to promptly supply information in connection with any inquiries concerning responsibility
- The qualities of the products supplied, their conformity with the specifications and their suitability to the requirements of the County
- Availability of support services
- Compatibility to existing equipment
- Delivery terms

### **19.3 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.

### **19.4 Notification to Non-Responsible Bidder/Offeror**

A notice shall be sent to the non-responsible bidder or offeror stating the basis of the determination.

### **19.5 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.

### **19.6 Bidder/Offeror Rights**

A finding of non-responsibility shall not be construed as a violation of the rights of any person.

## **20. 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.

## **21. Bid Security, Contract Performance and Payment Bonds**

### **21.1 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.

### **21.2 Amount of Bid**

Bid security shall be in an amount not to exceed ten percent (10%) of the amount of the bid/offer.

Terms of forfeiture shall be expressed in the bid document.

### **21.3 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.

### **22. Multi-Year Contracts**

Multi-year contracts are limited to a specified period. Unless otherwise provided by law, a contract for supplies or services may be entered into for any specified period of time deemed to be in the best interests of the County, not to exceed two (2) years, with optional renewals up to five (5) years, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. However, the total contract term for any contract (except leases), including the time periods by which the contract is extended due to renewal, shall not exceed a maximum of five (5) years. 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.

### **23. 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.

### **24. 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.

### **25. 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.

#### **26. 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.

#### **27. Hold Harmless Clause**

The successful bidder agrees to indemnify, save harmless and defend the County of Winnebago, 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.

#### **28. Fiscal Responsibility**

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.

#### **29. 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.

#### **30. 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 (3) 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 (5) 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.

### **31. 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.

## **Section 3-358: Specification**

### **Responsibility for Specifications**

The Director of Purchasing or delegated Using Department shall prepare, revise, maintain and monitor specifications for materials, supplies, services, equipment and construction or construction related services required by the County except that specifications for any public work involving professional engineering shall be prepared by a professional engineer.

Highway Department may prepare specifications for construction and maintenance of highways, bridges, and culverts in accordance with IDOT standards.

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.

The Director of Purchasing shall retain authority to approve or disapprove all specifications.

### **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.

### **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.

## **Section 3-359: Appeals and Remedies**

### **Bid Protests**

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.

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.

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.

### **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.

### **Authority to Settle Bid Protests and Contract Claims**

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.

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 (5) business days from the date of receipt of the decision, the County Board Chairman receives a written appeal from the contractor.

If the Director of Purchasing does not issue a written decision regarding any protest or claim within ten (10) 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.

### **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.

### **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.

### **Procedure for Non-Compliance for Purchases**

#### **Procedure for Non-compliance for Purchases Under \$25,000**

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 Ordinance. If the County Auditor is requested to process any payment that is not in compliance with this Ordinance, the

Auditor shall, after consultation with the State's Attorney, promptly report such request and the nature of the non-compliance to the Chair of appropriate Committee. If the purchase amount is \$25,000 or less, 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.

#### **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 that is not in compliance with this Ordinance, 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.

#### **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.

#### **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.

#### **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 Ordinance, then:

1. if the person awarded the contract has not acted fraudulently or in bad faith:
  - A. 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
  - B. 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; or
2. 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.

#### **Remedies for Solicitations or Awards in Violation of Law**

##### **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.

#### **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 Ordinance.

#### **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.

### **Section 3-360: Debarment**

#### **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.

#### **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 Ordinance; and
6. for violation of the ethical standards set forth in this Ordinance.

#### **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 (10) 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.

### **Section 3-361: Contract Management Policy**

#### **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 Ordinance, 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.

## **Definitions**

### **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.

### **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.

## **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 Ordinance. 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 six (6) months prior to the expiration of each contract to allow the original requester to begin the process of developing a new contract, if required.

## **Types of Contracts**

Subject to the limitations of this Section, any type of contract which is appropriate to the procurement and which will promote the best interests of the County may be used, provided that the use of a cost- plus-a-percentage-of-cost contract is prohibited. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the County than any other

type or that it is impracticable to obtain the goods and supplies, equipment, services, or construction required except under such a contract.

### **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 Ordinance, 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.

### **Excluded Contracts**

Unless mandated by the County Board no employment or HIPPA contracts will be held in the Purchasing Department nor will they be approved or negotiated by the Director of Purchasing.

## **Section 3-362: Contract Execution**

### **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.

### **Fiscal Responsibility**

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.

### **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 Ordinance.

### **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.

### **Approval of Contracts**

**Contracts of \$25,000 (\$50,000 for Professional Services) or More**

The Committee in charge of the Using Agency shall submit their recommendation on the award of a contract where the total cost of the contract exceeds \$25,000 (\$50,000 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.

#### **Contracts of Less than \$25,000 (\$50,000 for Professional Services)**

The County Board Chairman and County Administrator shall sign all contracts where the total cost of the Contract is between \$5,000 and \$25,000 (\$50,000 for Professional Services).

#### **Contracts Involving a Material Alteration**

All contracts, regardless of cost, that will result in a material alteration this Ordinance 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.

### **Section 3-363: Contract Changes**

#### **Change Orders and Contract Modifications**

1. All change orders and contract modifications shall be in writing. When the total of change orders, contract modifications or price adjustments on any contract approved by Resolution or of \$25,000 (\$50,000 for Professional Services) or more exceeds ten percent (10%) 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.
2. When a change order or series of change orders authorize or necessitate an increase or decrease in either the cost of a contract by a total of \$25,000 (\$50,000 for Professional Services) or more, or the time of completion by a total of 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 fifty percent (50%) 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 fifty percent (50%) 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 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.

#### **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 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.

**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.

**Section 3-364: Surplus and Obsolete Supplies****Disposal of Surplus and Obsolete Supplies**

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.

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.

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.

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.

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

Sponsored by: Gary Jury  
Submitted by: Operations & Administrative Committee

2018 CR

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**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD  
TO EXECUTE AN AGREEMENT FOR SOFTWARE DEVELOPMENT  
SERVICES WITH MYNDMATCH**

---

**WHEREAS**, the County of Winnebago, Illinois, intends to create an automated training software system to afford on line training to all Winnebago County staff; and,

**WHEREAS**, the County's host fee system has awarded funding to pay for said software training system creation; and

**WHEREAS**, the County's Purchasing Department has classified this as a professional service and Myndmatch was the joint grant writer for the host fee funds award; and,

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement with Myndmatch for the contracting of these services.

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



Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
GARY JURY, CHAIRMAN

\_\_\_\_\_  
GARY JURY, CHAIRMAN

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

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

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

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
ELI NICOLosi

\_\_\_\_\_  
ELI NICOLosi

\_\_\_\_\_  
DOROTHY REDD

\_\_\_\_\_  
DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the County of  
Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2018.

ATTESTED BY:

\_\_\_\_\_  
**FRANK HANEY**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**TIANA McCall**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

COUNTY BOARD MEETING  
May 10, 2018

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

Submitted by: Operations and Administrative Committee

2018 CR

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**RESOLUTION AUTHORIZING AN AMENDMENT TO THE  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF  
WINNEBAGO AND THE ROCKFORD HOUSING AUTHORITY FOR THE  
NONDISCLOSURE OF CONFIDENTIAL INFORMATION**

---

**WHEREAS**, there is in place an Intergovernmental Cooperation Agreement (“Agreement”) between the County of Winnebago, Illinois and the Rockford Housing Authority to provide information technology services; and

**WHEREAS**, the Rockford Housing Authority has requested an amendment of the Agreement to address the handling of confidential information; and

**WHEREAS**, the Intergovernmental Cooperation Agreement may be modified upon written consent of the parties to the Agreement; and

**WHEREAS**, the terms of the amendment are substantially the same as those attached to this Resolution as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that it approves and authorizes the County Board Chairman to sign the amendment to the Intergovernmental Cooperation Agreement with the Rockford Housing Authority in a form substantially the same as that attached to this Resolution as Exhibit A.

**BE IT FURTHER RESOLVED**, that this Resolution shall be effective immediately upon its adoption.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized to prepare and deliver a certified copy of this Resolution to Laura Snyder, Interim CEO, of the Rockford Housing Authority.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

---

GARY JURY, CHAIRMAN

---

GARY JURY, CHAIRMAN

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JEAN CROSBY

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JEAN CROSBY

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ANGIE GORAL

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ANGIE GORAL

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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ELI NICOLOSI

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ELI NICOLOSI

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DOROTHY REDD

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DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the  
County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2018.

ATTESTED BY:

---

**FRANK HANEY**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

---

**TIANA McCALL**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

**AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF WINNEBAGO AND ROCKFORD HOUSING  
AUTHORITY FOR THE NONDISCLOSURE OF CONFIDENTIAL  
INFORMATION**

This Amendment is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between the County of Winnebago (the “County”) an Illinois body politic and the Rockford Housing Authority, (the “RHA”) a Municipal Corporation organized pursuant to 310 ILCS 10/1 et.seq.

WHEREAS, the County and RHA entered into an Intergovernmental Cooperation Agreement (the “IGA”) dated December 1, 2017, whereby the County was to provide Information Technology Services to the RHA;

WHEREAS, pursuant to Section IX of the IGA, any amendments require the mutual written consent of the County and the RHA;

WHEREAS, the RHA is currently entering into a Data Sharing Agreement with the Illinois Department of Human Services (the “IDHS”);

WHEREAS, the terms of the Data Sharing Agreement between the RHA and IDHS require a Non disclosure/Confidentiality Agreement for any Vendor that provides Information Technology Services for the RHA;

WHEREAS, the County, in performing Information Technology Services for the RHA, may have access to certain information that may be considered confidential.

In order to ensure the protection and confidentiality of such information and pursuant to the terms of the IGA, the parties agree to amend the IGA as follows:

1. For the purposes of this Amendment, “Confidential Information” shall be described as including, but is not limited to:

All Rockford Housing Authority Client personally identifiable information including an individual’s name, date of birth, address, social security number and any other personally identifiable information.

2. The County shall use Confidential Information only for the purpose as set forth in the IGA.

3. The County shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of the RHA. The County shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.

4. This Amendment states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. All other terms and conditions of the IGA dated December 1, 2017, shall remain in full force and effect unless further modified under the terms contained therein.

IN WITNESS WHEREOF, the parties have executed this Amendment this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

SIGNATURE PAGES FOLLOW

THE COUNTY OF WINNEBAGO

---

Frank Haney  
Chairman of the County Board  
of the County of Winnebago, Illinois

Attested by:

---

Tiana McCall  
Clerk of the County Board  
of the County of Winnebago, Illinois

ROCKFORD HOUSING  
AUTHORITY

---

Laura Snyder, Interim CEO

# **PUBLIC SAFETY COMMITTEE**

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

Submitted by: Public Safety Committee

2018 CR

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**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF WINNEBAGO AND THE  
CITY OF ROCKFORD FOR TEMPORARY POLICE DEPARTMENT  
CALL TAKING AND DISPATCH SERVICES**

---

**WHEREAS**, the County of Winnebago, Illinois ( "County"), and the City of Rockford Illinois ("City") are units of local government as defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

**WHEREAS**, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act authorize units of local government to contract or otherwise associate among themselves to obtain or share services; to exercise, combine, or transfer any power or function, in any manner not prohibited by law; and to use their credit, revenues, and other reserves to pay costs and to service debt related to intergovernmental activities; and

**WHEREAS**, during a critical shortage in staffing at the County's 911 Center, the County agrees to temporarily obtain the services of the City's 911 Center for twenty four (24) hour emergency 911 telephone answering service; and

**WHEREAS**, the City has agreed to temporarily provide twenty four (24) hour emergency 911 telephone answering service upon the occurrence of a shortage in staffing at the County's 911 Center; and

**WHEREAS**, it would be in the best interests of the citizens of Winnebago County, Illinois for the County to use said City's 911 Center for emergency call taking when there are critical staffing shortages at the County's 911 Center.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that Frank Haney, the Winnebago County Board Chairman, is authorized and directed to enter an intergovernmental agreement for temporary police department call taking and dispatch services with the City of Rockford, attached hereto as Exhibit A.



**BE IT FURTHER RESOLVED**, that the intergovernmental agreement entered into by Frank Haney pursuant to the authority granted in this Resolution shall contain substantially the same terms as the intergovernmental agreement which is attached to this Resolution and marked as “Exhibit A”.

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

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

Respectfully submitted,  
**PUBLIC SAFETY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Dave Fiduccia, Chairman

\_\_\_\_\_  
Dave Fiduccia, Chairman

\_\_\_\_\_  
Aaron Booker

\_\_\_\_\_  
Aaron Booker

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Eli Nicolosi

\_\_\_\_\_  
Eli Nicolosi

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Fred Wescott

\_\_\_\_\_  
Fred Wescott

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Frank Haney, Chairman of the  
County Board of the  
County of Winnebago, Illinois

ATTEST:

\_\_\_\_\_  
Tiana McCall, Clerk of the  
County Board of the  
County of Winnebago, Illinois

**INTERGOVERNMENTAL AGREEMENT FOR TEMPORARY POLICE  
DEPARTMENT CALL TAKING & DISPATCH SERVICES**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the COUNTY of WINNEBAGO, a body politic and corporate of the State of Illinois (hereinafter "COUNTY") and the CITY of ROCKFORD (hereinafter "CITY").

WHEREAS, the COUNTY agrees to temporarily obtain the services of the CITY for purposes of providing twenty four (24) hour emergency 911 telephone answering service to and from the CITY, the COUNTY Sheriff's police department and all local police agencies who receive police emergency telephone answering and police dispatching services from the COUNTY; and

WHEREAS, the CITY agrees to temporarily provide twenty-four hour emergency (911) telephone answering services upon the occurrence and notice of a shortage in staffing at the COUNTY E911 Center,

WHEREAS, the CITY and the COUNTY are authorized by the terms and provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et al., to enter into intergovernmental agreements, ventures, and undertakings to perform jointly and governmental purpose or undertaking either of them could do singularly.

In consideration of the covenants and agreements contained herein, the parties agree as follows:

**1.0 TERM OF AGREEMENT**

- A. This agreement shall be from May \_\_\_\_, 2018 through May 31, 2019, the date of the signature of the parties notwithstanding, unless terminated by any party, with or without cause, upon not less than thirty (30) days written notices as provided in section 6.0 of this agreement.
- B. This agreement may be extended in 60-day increments with the written consent of both parties.

**2.0 DUTIES OF THE CITY**

- A. Upon the occurrence of a critical shortage in staffing at the COUNTY E911 Center, the CITY shall provide emergency (911) telephone answering service

(911 on a twenty four (24) hour per day basis for the time period provided for in section 1.0 of this agreement.

B. The STARCOM radio communication systems owned by the respective parties, shall continue to be owned and maintained by each party and any cost of maintenance, repair, replacement or insurance shall be the responsibility of their respective owner.

C. The CITY agrees to allow one or more COUNTY telecommunicators to work in the CITY's E911 Center during the time period provided for in section 1.0 of this agreement to perform emergency police telephone service (911). In addition, the CITY shall provide all necessary work space and equipment necessary for the COUNTY telecommunicators to perform their work.

D. The parties agree and understand that the City is providing emergency police answering service on a temporary basis due to a critical shortage in staffing at the County. The City shall not be required to hire additional staff in order to fulfill its obligations under this agreement.

### 3.0 DUTIES OF COUNTY

A. During a critical shortage in staffing at the COUNTY's E911 Center, as solely determined by the COUNTY, the COUNTY shall temporarily assign at least one (1) telecommunicator to work in the CITY's E911 Center to perform police emergency telephone answering service (911).

B. All COUNTY telecommunicators assigned to temporarily work at the CITY E911 Center shall work and be subject to discipline solely under the supervision of COUNTY supervisors and solely under the terms of the COUNTY's General Orders, work rules and collective bargaining agreement the COUNTY has with the American Federation of State, County, and Municipal Employees' AFL-CIO, Illinois Council 31 for and on behalf of Local 473 Union ("AFSCME").

C. The COUNTY agrees to timely pay all reasonable fees charged by the CITY and specified in this agreement in exchange for the temporary services provided for in this agreement.

D. The County shall be responsible for any and all requests, including but not limited to subpoenas, for compact disc (CD) recordings of calls to the City's E911 center routinely handled and dispatched by the County. Said County

responsibility shall involve a County 911 employee physically making said CD recording at the City's E911 center.

#### 4.0 COMPENSATION

A. The COUNTY shall pay the CITY a fee of \$15,000.00 weekly for the services provided for under this Agreement, payable within 14 calendar days of receipt of invoice. However, the County shall only pay the City said weekly fee of \$15,000.00, in the week or weeks in which the CITY is actually providing to the COUNTY emergency (911) telephone answering service pursuant to this Agreement. For purposes of this Section 4.0, a "week" shall be defined as Monday through Sunday. The County's use of City services during any one day during a week shall require shall County to pay to the City the entire \$15,000 weekly fee.

B. The fee is calculated by the CITY. The CITY determined the annual cost of operating the dispatch center and the calls for service of the COUNTY.

1) The CITY's fee for the term of this agreement is based upon an anticipated temporary increase of twenty-two percent (22%) in call volume to be absorbed by the CITY. The base cost of providing the call-taking service to the COUNTY is \$374,072, which equals twenty-two percent (22%) of the budgeted expense for the call-taking function. Assuming no City staff is added to take this call volume on as a short-term basis, the CITY will incur additional overtime, benefit, and contractual costs as well as assume additional liability. To provide sufficient funds to reimburse the CITY for the increases in cost and liability, the City has added a fifty percent (50%) contingency fee to the base cost for a total annual cost of \$561,108.

2) The operating costs were calculated as the dispatchers' salary and benefits (IMRF, SSA, Medicare and Insurance), and the Supervisors' salary and benefits (IMRF, SSA, Medicare, and Insurance);

3) In the event that the County has a continuing shortage in personnel requiring extension of this Agreement, the compensation paid to the City shall increase based on additional staffing needs of the City to provide continued call taking services. Said increased compensation shall be agreed to by the parties.

## 5.0 INDEMNIFICATION

A. The CITY agrees to defend itself in any actions or disputes brought against the CITY in connection with or as a result of this agreement and to hold harmless and indemnify the COUNTY and its officers, employees, and officials both elected and appointed, from any losses, claims, expenses, actions or judgments, including reasonable attorney's fees, as a result of the negligent or willful or wanton acts of the CITY and/or its police department in the performance of their duties under sections 2.0 and 3.0 of this agreement. The COUNTY agrees to defend itself in any actions or disputes brought against the COUNTY in connection with or as a result of this agreement and shall hold harmless and indemnify the CITY and its officers, employees, and officials, both elected and appointed, from any losses, claims, expenses, actions or judgments, including reasonable attorney's fees, as a result of the negligent or willful or wanton acts of the COUNTY and/or its sheriff's police department in the performance of their duties under sections 2.0 and 3.0 of this agreement.

B. The COUNTY and the CITY shall maintain for the duration of this agreement, and any extensions thereof, at their own expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois, which generally require that the company(ies) be assigned a Best's Rating of "A" or higher with a Best's financial size category of class XIV or higher, or by membership in a governmental self-insurance pool, in at least the following types and amounts:

- 1) Commercial General Liability in a broad form, to include but not limited to coverage for the following where exposure exists: bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed operations, Personal Injury and Contractual Liability; limits of liability not less than \$500,000 per occurrence and \$1,000,000 in the aggregate;

- 2) Business Auto Liability, to include but not limited to, bodily Injury and Property Damage, including owned vehicles, hired and non-owned

vehicles and employee non-ownership; limits of liability shall not be less than \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability; and

3) Workers Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must include Employer's Liability with minimum limits of \$100,000 for each incident.

C. In reference to the insurance coverage maintained by the COUNTY and the CITY, such policies shall not be canceled, limited in scope, or non-renewed until after thirty (30) days written notice has been given to the other party. Certificates of Insurance evidencing the above-required insurance shall be supplied to the other party with ten (10) days of approval of this agreement.

D. The COUNTY shall name the CITY as additional insured on all liability policies, which shall be pursuant to an additional insured endorsement in a form acceptable to the CITY. The COUNTY acknowledges that any insurance maintained by the CITY shall apply in excess of, and not contribute to, insurance provided under the COUNTY's policy.

E. The CITY shall name the COUNTY as an additional insured on all liability policies, which shall be pursuant to an additional insured endorsement in a form acceptable to the COUNTY. The CITY acknowledges that any insurance maintained by the COUNTY shall apply in excess of, and not contribute to, insurance provided under the CITY's policy.

## 6.0 TERMINATION

A. Either party may, with or without cause, terminate this agreement upon not less than thirty (30) days written notice delivered by mail or in person to the other parties.

B. The COUNTY shall be responsible for payment to the CITY for all weekly fees incurred through the proposed termination date. The CITY shall be responsible for the billing of said costs.

C. The parties agree that they shall remain liable in accordance with section 5.0 of this agreement for lawsuits filed for their acts or omissions or any negligent, willful or wanton acts or omissions committed by that party which occurred while a party to this Agreement.

## 7.0 NO ASSIGNMENT

Neither party shall assign this agreement without the prior written approval of the other party.

## 8.0 NO SUBCONTRACTORS

Neither party shall enter into subcontracts for any services provided for in this Agreement.

## 9.0 GOVERNING LAW

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 17<sup>th</sup> Judicial Circuit of Winnebago County, Illinois, and the parties hereby consent to the personal jurisdiction thereof.

## 10.0 NO DISCRIMINATION

No person shall be illegally excluded from employment rights in, participation in, or be denied the benefits of, the program which is the subject of this agreement on the basis of race, religion, color, sex, age, disability or national origin.

## 11.0 SEVERABILITY

The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having force and effect of law, such decision shall not affect the remaining portions of this agreement.

## 12.0 NO AGENCY

The parties agree that nothing contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or constituting the COUNTY (including its officers, employees and agents) as agents, representatives, or employees of the CITY for any purpose, or in any manner, whatsoever. Similarly, nothing contained herein is intended or should be construed as in any manner creating or establishing a



relationship of co-partners between the Parties, or constituting the CITY (including its officers, employees and agents) as agent, representatives of the COUNTY, for any purpose, or in any manner, whatsoever.

### 13.0 NOTICES

A. The parties agree to promptly notify each other in writing of:

- 1) Any decision to terminate this agreement,
- 2) The receipt of notice of any claim or lawsuit involving the services provided under this agreement, and
- 3) The receipt of any written or verbal requests for inspection and/or copying of any documents relating in any manner whatsoever to the services provided by the CITY or the COUNTY Sheriff's Police Department under this agreement as well as the CITY or the COUNTY Sheriff's Police Department's proposed response thereto.

B. All notices permitted or required under this agreement shall be transmitted only by personal delivery or by first class, certified or registered United States Mail to the following persons at the addresses stated:

To the CITY: Thomas McNamara, Mayor City of Rockford, 425 East State Street, Rockford, IL 61104

To the COUNTY: Frank Haney, Chairman of the County Board of the County of Winnebago, Illinois, 404 Elm Street, Rockford, IL 61101

### 15.0 ENTIRE AGREEMENT

A. It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

B. Any alterations, amendments, deletions or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hand as written below:

CITY OF ROCKFORD

By: \_\_\_\_\_  
Tom McNamara, Mayor City of Rockford

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Nicholas O. Meyer, Legal Director

Date: \_\_\_\_\_

COUNTY OF WINNEBAGO

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Frank Haney, Chairman of the County Board of the County of Winnebago, Illinois

WITNESS: \_\_\_\_\_ Date: \_\_\_\_\_  
Tiana J. McCall, Clerk of the County Board of the County of Winnebago, Illinois

# **BOARD APPOINTMENTS**

RECEIVED

MAR 22 2018

Frank Haney  
Winnebago County  
404 Elm Street  
Rockford, IL 61101

March 21, 2018

Dear Mr. Haney:

It is my understanding that soon there will be a vacancy on the New Milford Fire Department Board of Trustees. I am writing to you today to express my interest in that upcoming opening.

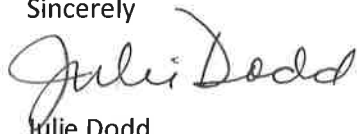
Allow me to give you some background on myself. My name is Julie Dodd and I have lived with my husband in New Milford for the last 20 years. My husband served on the fire department for about 10 years as a firefighter and my daughter has also serviced as firefighter/EMT as recent as 4 years ago, so I am quite familiar with this department. I have needed the use of the fire department on more than one occasion but I have also been the one being the provider. I know firsthand how important this agency is to my community.

I am employed by Winnebago County and have worked in the Sheriff's Department for 24 years as the Evidence/Property Officer. These years at the Sheriff's Department have made me also very familiar with the law enforcement side of things.

Approximately 5 years ago there was an opening on this same Board of Trustees and at that time I had written to Mr. Christenson requesting to be appointment to the board. However, Mr. Christenson never responded to my 2 letters. This time, I have spoken with Chief Carlson and DC Trail first and expressed my interest to them about this opening. They both referred me to you and suggested that I contact you.

So, I am writing this letter to you asking for your consideration in appointing me to the vacancy on the New Milford Fire Department Board of Trustees. I believe my familiarity with the fire department, my years in law enforcement, and my interest in the community I live in makes me a good candidate. Thank you for your time and I look forward to hearing back from you.

Sincerely

A handwritten signature in cursive script that reads "Julie Dodd". The ink is dark and the signature is fluid.

Julie Dodd

2055 Schell Drive  
Rockford, IL 61109  
815-262-8135



## Executive Summary

Date: May 10, 2018

From: County Board Chairman Frank Haney

Topic: **Board Appointment**

---

**State of Illinois Public Act 099-0634** requires disclosure of appointments to local public entities.

**County Code Chapter 2, Article II, Division 4, Section 2-88** states, "The chairman shall make all appointments to commissions, boards, authorities, or special districts with the advice and consent of the county *board*, or as otherwise provided by law."

**Recommendation:** County Board Chairman Frank Haney recommends the following person(s) to serve as County appointees.

.....

**Julie Dodd** of Rockford, Illinois, 61109 to serve a 3-year term from May 2018–May 2021 on the New Milford Fire Protection District Board.

Attached: Interest Letter

About the New Milford Fire Protection District	
<b>Location:</b>	2177 Will James Road, Rockford, IL 61109
<b>Service Description:</b>	Provides fire, emergency, medical and other life safety services to Southern Winnebago and Ogle Counties
<b>Board Composition:</b>	Three trustees appointed by the Winnebago County Board Chairman with advice and consent of the County Board.
<b>Origin of Entity:</b>	Fire Protection District Act (70 ILCS 705/1)
<b>Property Tax/Funding:</b>	District levies and annual property tax, charges for services and replacement tax
<b>Consolidation/Dissolution Plan:</b>	<i>None Known</i>
<b>Compensation:</b>	\$1,200 per year

# NEW MILFORD FIRE PROTECTION DISTRICT AND AMBULANCE

2177 WILL JAMES RD. ROCKFORD, IL. 61109

PHONE: 815-874-4880

FAX: 815-873-7244

TRUSTEE TREASURER ROBERT SICKLER

CELL: 815-871-1755

RECEIVED

Chairman Frank Haney  
Winnebago County Board  
404 Elm St. Rm. 533  
Rockford, IL 61101

03/13/2018

MAR 16 2018

Good day Chairman Haney,

I am Robert M. Sickler, Treasurer for the Board of Trustees of New Milford Fire Protection District. I am for reappointment this year. It is my desire to be reappointed for another term on the New Milford Fire Protection District's Board of Trustees.

Thank you for your consideration.

Sincerely,



Robert M. Sickler

PRIDE

COURAGE

DEDICATION



## Executive Summary

Date: May 10, 2018

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Topic: **Board Appointment**

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**Recommendation:** County Board Chairman Frank Haney recommends the following person(s) to serve as County appointees.

.....

**Robert Sickler** of Rockford, Illinois, 61109 to serve a 3-year term from May 2018–May 2021 on the New Milford Fire Protection District Board.

Attached: Interest Letter

About the New Milford Fire Protection District	
<b>Location:</b>	2177 Will James Road, Rockford, IL 61109
<b>Service Description:</b>	Provides fire, emergency, medical and other life safety services to Southern Winnebago and Ogle Counties
<b>Board Composition:</b>	Three trustees appointed by the Winnebago County Board Chairman with advice and consent of the County Board.
<b>Origin of Entity:</b>	Fire Protection District Act (70 ILCS 705/1)
<b>Property Tax/Funding:</b>	District levies and annual property tax, charges for services and replacement tax
<b>Consolidation/Dissolution Plan:</b>	<i>None Known</i>
<b>Compensation:</b>	\$1,200 per year

## **Thomas Ewing**

### **Résumé**

#### **Keller Williams Realty Signature - Commercial Director**

- 1976-1979: United Bank of Illinois as Loan Collection Manager & Business Development
- 1979-1999: Vice President of Atwood Enterprises and United Realty Corporation – full service corporate real estate company for the Rockford Atwood Family real estate holdings. Duties included heading up all management activities, asset management, annual budgeting of \$10 million. Some of the responsibilities included, but were not limited to: Leasing, sales, budgeting, appraising, projecting rent pro-forma, recommending capital expenditures, negotiating contracts, overseeing the maintenance department, recommending disposal of surplus properties, negotiating insurance packages, performing financial analysis for ownership's review, property inspections and construction negotiations. Total portfolio managed in excess of \$100 million.
- 2000-2006: Broker Associate with Doyle Woodhouse & Moore Realtors. Full time commercial broker. Activities included: Sales, leasing, property management and acting as a Court-Appointed Receiver for several banks. Ewing was appointed to head up the commercial REO activities for AMCORE Bank.
- 2006-2011: Broker Associate with RE/MAX Property Source. Full time commercial broker. Activities included: Sales, leasing, property management and acting as a Court-Appointed Receiver for several banks. Ewing was appointed to head up the Commercial REO activities for AMCORE Bank.
- 2011-2015: Broker Associate with Berkshire Hathaway Home Services, p/k/a Prudential Crosby Starck Realtors. Activities included: All areas of Commercial brokerage and residential sales.
- 2015 – Present: Managing Broker Associate and Director of Commercial with Keller Williams Realty Signature. Full-Service real estate broker, providing services in the following areas: Commercial, retail, office, industrial, multi-family, single family, land, appraisal (BPOs), Court-Appointed Receiverships and sale of businesses.
- 2000-Present: Court-Appointed Receiver for the States of Wisconsin and Illinois
- 2011-Present: Winnebago County Board of Review- Appointed as a full-time member in 2014 and currently the Chair of the Board of Review.



## **EDUCATION**

- 1974 Illinois State University - BS Business Administration
- 1983 CPM Certified Property Manager from Institute of Real Estate Management, Chicago
- 1986 RPA Real Property Administrator from BOMA Building Owners & Managers Association.
- 1988 MCR Master of Corporate Real Estate from NACORE National Association of Corporate Real Estate Executives, now known as CoreNet Global.
- 2003 ABR – Accredited Buyer’s Representative designation.
- 2006 CCIM Certified Commercial Investment Member

## **PROFESSIONAL AFFILIATIONS**

- **Rockford Area Association of Realtors**
  - 2014-16 Board Member of Northern Illinois Commercial Association of Realtors
  - 2013-15 Chairman of Finance Committee & Compensation Committee
  - 2012-13 President of Rockford Area Association of Realtors
  - 2011-12 President-Elect – Rockford Area Association of Realtors
  - 2010-11 Secretary/Treasurer – Rockford Area Association of Realtors
  - Past Chairman – Rockford Realtors Commercial & Industrial Committee - several years
  - Member of Pro Standards Committee - several years to present
  - Past Member of Grievance Committee
- **Illinois Association of Realtors**
  - 2014-15 Chairman of Illinois Realtors Commercial/Industrial/Investment Committee
  - 2014-17 Member of Public Policy & Government Affairs Involvement Group
  - 2013-14 Vice Chair of Illinois Realtors Commercial/Industrial/Investment Committee
  - Past Member of Economic Development Committee Working Group 2 years
  - Member of Commercial & Industrial Committee 10+ years
  - Member of the Leasing Agent Task Force
- **National Association of Realtors**
  - Member of Legislative & Regulatory Sub Committee under the Commercial & Industrial Committee 2011-13 & 2015-17.

## **LICENSES**

- Illinois Real Estate Managing Broker Associate      471-001821
- Wisconsin Real Estate Broker                              54732-90

## PERSONAL INTERESTS

- Coordinator of the Rockford Men's Community Bible Study Group – since 1991 (80+ Men)
- Family
- Active in church
- Director of Fairhaven Christian Retirement Center from 2013-Present
- Past Secretary and Director of Rock Valley College Foundation Board 1999-2008
- Golf



Tom Ewing



## Executive Summary

Date: May 10, 2018

From: County Board Chairman Frank Haney

Topic: **Board Appointment**

---

**State of Illinois Public Act 099-0634** requires disclosure of appointments to local public entities.

**County Code Chapter 2, Article II, Division 4, Section 2-88** states, "The chairman shall make all appointments to commissions, boards, authorities, or special districts with the advice and consent of the county *board*, or as otherwise provided by law."

**Recommendation:** County Board Chairman Frank Haney recommends the following person(s) to serve as County appointees.

.....

**Thomas Ewing** of Rockford, Illinois, 61114 to serve a 2-year term from May 2018–May 2020 on the Board of Review.

Attached: resume

About the Winnebago County Board of Review	
<b>Location:</b>	County Administration Building, 404 Elm Street, Rockford, IL 61101
<b>Service Description:</b>	Provides property owners a venue to resolve assessed value complaints. Serves as the final local administrative review for assessment complaints.
<b>Board Composition:</b>	Three trustees appointed by the Winnebago County Board Chairman with advice and consent of the County Board. No more than two of the Board Members may be affiliated with the same political party.
<b>Origin of Entity:</b>	Property Tax Code 35 ILCS 200 Section 6 and Section 16
<b>Property Tax/Funding:</b>	Funded through the General Fund which includes property tax revenue.
<b>Consolidation/ Dissolution Plan:</b>	<i>None Known</i>
<b>Compensation:</b>	Each Board member receives \$27,000 per year. The Chairman receives \$30,000 per year. They are paid bi-weekly.

DEBORAH L. (DAHLSTRAND) NELSON  
5334 Sunbird Drive  
Loves Park, IL 61111

- Personal: Born in Rockford and resident of Loves Park since 1952  
Married to husband, Roger T. Nelson for 49 years  
Daughter Julie Donar is a civil engineer in San Diego, CA  
Son, Bryce Nelson Loves Park, is a pilot for American Airlines  
Five Grandchildren
- Education: Graduated from Harlem High School in 1968  
Attended University of Illinois  
Attended Rock Valley College  
Various Insurance Courses including CIC Designation  
And CPCU Courses
- Occupation: 1968 to 2016 – A.W. Anderson Agency, Inc  
Agency Principal, Vice President & Corp Secretary  
Insurance Sales  
2016 to present - retired
- Professional Designation: Certified Insurance Counselor (CIC)
- Memberships: Past Board of Directors A. W. Anderson Agency, Inc  
Member and Past Treasurer Grace Lutheran Church  
Past Member and Past President of Professional Independent  
Insurance Agents of Greater Rockford  
Past President of Harlem Fans Club (1992 -2002)  
Member Harlem Alumni Association  
Trustee North Park Water District (1993 to Present)  
President Harlem Scholarship Foundation
- Community Involvement: Past Co-Chairman of Annual Harlem Alumni Golf Play Day  
Past Chairman of Annual Harlem Fans Club Dinner Auction  
Co-Chairman of 1989 Harlem School District  
Education Fund Referendum  
Co-Chairman of two capital fund drives at Grace Lutheran Church  
Chairman of the Harlem District 90<sup>th</sup> Anniversary Committee  
Member of Harlem 1999-2000 Strategic Planning Committee  
Volunteer for Several Local Political Campaigns  
Board Member and President of Harlem Scholarship Foundation  
Since 2004  
Past Volunteer for Golden Apple Foundation



## Executive Summary

Date: May 10, 2018

From: County Board Chairman Frank Haney

Topic: **Board Appointment**

---

**State of Illinois Public Act 099-0634** requires disclosure of appointments to local public entities.

**County Code Chapter 2, Article II, Division 4, Section 2-88** states, "The chairman shall make all appointments to commissions, boards, authorities, or special districts with the advice and consent of the county *board*, or as otherwise provided by law."

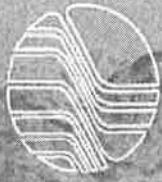
**Recommendation:** County Board Chairman Frank Haney recommends the following person(s) to serve as County appointees.

.....

**Deborah Nelson** of Loves Park, Illinois, 61111 to serve a 5-year term from May 2018–May 2023 on the North Park Water District Board.

Attached: resume

About the North Park Water District	
<b>Location:</b>	1350 Turret Drive, Machesney Park, IL
<b>Service Description:</b>	Provide water to a population of 33,000 and serves over 12,000 households and businesses in the Machesney Park, Roscoe, and Loves Park area.
<b>Board Composition:</b>	Three trustees appointed by the Winnebago County Board Chairman with advice and consent of the County Board. No more than two of the Board Members may be affiliated with the same political party.
<b>Origin of Entity:</b>	Public Corporation chartered on May 9, 1955
<b>Property Tax/Funding:</b>	Revenue from charges to service for water
<b>Consolidation/ Dissolution Plan:</b>	<i>None Known</i>
<b>Compensation:</b>	\$1,200 per year



## Rock River Water Reclamation District

3501 Kishwaukee Street  
P.O. Box 7480  
Rockford, IL 61126-7480

P. 815.387.7420  
F. 815.387.7430

**Board of Trustees**  
Donald Massier, President  
Elmer Jones, Vice President  
Rick Pollack, Clerk/Treasurer  
John F. Sweeney, Trustee  
Ben Bernsten, Trustee  
Timothy S. Hanson, District Director

May 3, 2018

**VIA E-MAIL AND US MAIL**

Mr. Frank Haney  
Chairman, Winnebago County Board  
404 Elm St.  
Rockford, IL 61101

**RE: Reappointment to Board of Trustees – Rock River Water Reclamation District**

Dear Chairman Haney:

The Rock River Water Reclamation District is a tremendous asset to our community. Under the superb direction of Tim Hanson, our excellent staff remains focused on what I consider to be our two most important priorities: 1) the environment; and 2) our taxpayers.

We are committed to preserving our water environment and public health. In addition to providing wastewater collection and treatment services throughout Winnebago County, we also continue to invest in new technologies and innovative processes that allow us to recover additional resources such as energy, fertilizer, and recycled materials. The services we provide and the investments we make will ensure that our natural environment is preserved and strengthened for generations to come.

As we achieve these objectives, we must continue to practice responsible, financially conservative approaches to best serve our taxpayers. Providing wastewater treatment to a vast coverage area including numerous surrounding communities is one example of how we are successful at what would otherwise be a difficult financial undertaking for smaller areas to accomplish independently.

With over 30 years of service to this Board, I appreciate the opportunity to contribute a historical perspective and accrued knowledge of regulations and best practices for one of the largest treatment plants in the State of Illinois. I would consider it an honor to serve on the District Board of Trustees for another term. With this letter, I am presenting my formal request for reappointment to the Board of Trustees of the Rock River Water Reclamation District.

Sincerely,

Donald Massier  
President, Board of Trustees

DM/ss



## Executive Summary

Date: May 10, 2018

From: County Board Chairman Frank Haney

Topic: **Board Appointment**

---

**State of Illinois Public Act 099-0634** requires disclosure of appointments to local public entities.

**County Code Chapter 2, Article II, Division 4, Section 2-88** states, "The chairman shall make all appointments to commissions, boards, authorities, or special districts with the advice and consent of the county *board*, or as otherwise provided by law."

**Recommendation:** County Board Chairman Frank Haney recommends the following person(s) to serve as County appointees.

.....

**Donald Massier** of Rockford, Illinois, 61114 to serve a 3-year term from May 2018–May 2021 on the Rock River Water Reclamation District.

Attached: Letter of Interest

About the Rock River Water Reclamation District	
<b>Location:</b>	3333 Kishwaukee Street, Rockford, IL 61109
<b>Service Description:</b>	Providing sanitary sewer services to the area under its jurisdiction including Rockford, Roscoe, Loves Park, Machesney Park, Winnebago and unincorporated areas
<b>Board Composition:</b>	Five members appointed by the County Board Chairman with the advice and consent of the County Board
<b>Origin of Entity:</b>	Sanitary District Act of 1936 (70 ILCS 2805/3)
<b>Property Tax/Funding:</b>	Levies a property tax, assesses fees for sewer services and replacement tax
<b>Consolidation/ Dissolution Plan:</b>	<i>None Known</i>
<b>Compensation:</b>	Each Board member receives \$6,000. Paid \$500 per month.