

**FINANCE & ECONOMIC DEVELOPMENT COMMITTEE
COUNTY BOARD ROOM
WEDNESDAY, FEBRUARY 13, 2019
AGENDA
6:00 PM**

1. Call to Order

2. Roll Call – Richard Hill (Chairman), Jason Jording (Vice-Chairman), Pete Streid, Bryant Kempf, Randy Roethler

3. Approval of Minutes

- a. Approval January 8, 2019 minutes of regular meeting
- b. Approval January 23, 2019 special meeting minutes

4. Public Input

5. Approval of Claims

6. Treasurers Report

7. Budget

8. New Business

- a. Discussion/Action – Purchase Ordinance
- b. Revolving Loan Program – ADA Projects, Matching Funds and Recap the Jan. 23 Meeting
- c. Goals for Economic Development (3)
- d. Vacant Seat – Tri-County

9. Unfinished Business

- a. Revolving Loan Program – discussion and action on forgiveness.

10. Other

- a. Update on Mayors/ County Board EDC
- b. CEDS
- c. IIRA Conference

11. Executive Session

12. Any Action Coming Out of Executive Session

13. Adjournment

**FINANCE & ECONOMIC DEVELOPMENT COMMITTEE
COUNTY BOARD ROOM
WEDNESDAY, JANUARY 23, 2018
SPECIAL MEETING MINUTES
5:00 PM**

1. Call to Order

2. Roll Call – Chuck Nagel (ch.), Russ Cotton (v-ch), Richard Hill, Josh Davis all present. Bryant Kempf is excused. Also present are John Krug and Barry Logan.

Townships and Municipalities in attendance were - Mike Hinrichsen- Village of Metamora, Dorothy Murphy- Cazenovia Township, Kevin Burdette- Washburn, Michael Smith- Village of Roanoke, Scott Zimmer- Eureka, Bill Koos- Minonk, Jack Hickok- El Paso, J.W. Price- El Paso, Chris Mullins- Benson, Robert Knepp- Village of Roanoke, David Fever- El Paso, Joe Adams- Farnsworth Group, Roy Bockler- Village of Spring Bay, Spring Bay, Bayview Gardens, Sally Hanley – GPEDC.

3. Public Input

4. New Business

a. Revolving Loan Grant Fund discussion

This was an informational meeting to inform the townships and municipalities about the closing of the Revolving Loan Program and what it means to the County. It was explained to the townships and municipalities about the revolving loan program and how it was coming to an end. We currently have 6 loans that we are collecting payments on and the county recognized those loans and is dealing with that issue separately. We will have 1.3 million dollars in grant money to use on two projects. The county is offering the townships and municipalities an opportunity to use the grant money for one of those projects under an ADA umbrella. The county is hoping to have enough projects to use up the 1.3 million. Mr. Nagel handed out a timeline that he had prepared. He went over the time line as follows:

January 2019-December 2019 – one year to get all paperwork completed – projects proposed, Board approval, RFP to engineering companies, writing of grant, etc.

January- April - - townships and municipalities to think of projects and turn in proposed projects to the county for consideration.

May – August - - Finance Committee will create scale to determine which projects will move forward.

September- October - - Public Hearing will be held regarding projects. County wants no liability, therefore there will be legal documents to be reviewed and signed releasing the County from any liability with the township/municipality projects. RFP put out for engineering work and engineering company selected for job.

November-December - - Final preparation to be completed so projects can be started in January 2020.

Short discussion on engineering company – having one company as opposed to several. It was felt that one company would offer a better price if they had all projects. Also benefit in only dealing with one company instead of several.

Sally Hanley went over the grant process. The funds we are receiving are generated by businesses repayment of the loans. The state wants out of this program and is being very flexible and willing to work with counties. We are allowed only two projects, and those projects have to meet ADA, special population, etc. There will be one application that will be from the County. That application will have a description of the proposed projects, estimate cost – which will include engineering design and construction costs. The engineer chosen will monitor the projects to make sure they are ADA complaint. We have two years to get the project started, and once started, two years to complete. The engineering cost can be financed from the grant, but we have to be careful at what point they are brought in in order to qualify for payment out of grant.

It was suggested that the townships/municipalities start working on their list of projects and potential costs so they can be submitted by April 30th. Discussion on how the money could be divided up amongst those having projects. This will have to be determined by the number of participants, and the projects proposed. The county will come up with a plan to be fair to everyone and will be transparent in the process.

5. Unfinished Business

6. Adjournment

Motion to adjourn made by Cotton, seconded by Hill. *Motion passed.*

Meeting adjourned at 6:05 PM.

Submitted by: Deb Breyman

Chuck Nagel, Chairman
Finance Committee

FINANCE & ECONOMIC DEVELOPMENT COMMITTEE
COUNTY BOARD ROOM
MONDAY, JANUARY 8, 2018
MINUTES
6:00 PM

1. Call to Order

2. Roll Call – Chuck Nagel (ch.), Russ Cotton (v-ch), Richard Hill, Bryant Kempf all present. Josh Davis was present via phone conference. .

3. Approval of Minutes

a. Approval of December 10, 2018 Regular Meeting

Motion to approve December 10, 2018 meeting made by Cotton, seconded by Hill. Correction made on the spelling of Ms. Hanley's name. *Motion approved.* Bryant Kempf abstained.

4. Public Input

5. Approval of Claims

Motion to approve January 2019 claims made by Cotton, seconded by Kempf. The GASB 75 removes the red flag we have been receiving on our audits. *Motion passed.*

6. Treasurers Report

Woodford County Treasurers report – the month of December – shows all fund, the receipts that went in and funds that went for the month. All funds have a positive balance. We started the month with 22.1 million and ended with 21.7 million.

Revolving Loan Fund – the month of December – list the 6 current loans, 5 are current and 1 is several months behind. Question if the companies with loans have been made aware of the ending of the program. The treasurer has not reach out to them, but Sally Hanley has and they are aware of the program ending.

Semi Annual Revolving Loan Report – July through December 2018. This report will be forwarded to the state. It lists the first four grants that started the program, and 90 loans that have been made and paid. Some companies have had more than one loan. It also lists the 10 loans that have defaulted and the current 6 loans.

The Comparative Revenue Report – for the month of December - what was budgeted to be received, and what we actually received from December of last year verses December this year. It is revenues only.

7. Budget

8. New Business

a. Review/rewrite Purchasing Ordinance - Amend to correlate with board rules

There is a conflict between the Purchasing Ordinance and the Board rules. It is currently being rewritten so no action will be taken tonight.

b. GPEDC Membership

Discussion on investing in GPEDC. Can't just look at what it does for Woodford County, but look at what it does for region, as that too benefits Woodford County. GPEDC also deals with health issues and how they affect the community and economic growth. It was suggested that we invest \$10,000. Discussion ensued regarding the help we get even if we don't invest, and how the benefits are greater than our investment. If we are getting services, then we should support where those services come from. It also allows us to utilize the other counties that are involved resources. It was stated that the grant we received from GPEDC for the GIS aerial photos saved us money. Motion to create a resolution to invest in GPEDC, not to exceed \$10,000 made by Cotton, seconded by Hill. Discussion

on how to pay. It was determined that we would move money out of contingency and put the money into the GPEDC line item. We will ask GPEDC to provide us with information as to the businesses they have helped in the county. *Motion passed. 1 nay vote.*

9. Unfinished Business

a. Revolving Loan Program - Loan Forgiveness and New Grants

We currently have 6 active revolving loans. The Board chose to convert a part of those loans into grants. Discussion on how much should be converted into grants. The loans were made with state funds, not county funds. Question was raised if the loans had to have collateral and Sally Hanley reported that they did have to have collateral and the collateral depended on the type of the loan that was awarded. Ms. Hanley met with the 5 loans that are currently paying, and they were very appreciative of the offer to convert part of the loan into a grant. She stated that not one business asked for 100% forgiveness, but wanted to have the loans looked at individually as a newer loan owed more than a loan that had been paid on for years. Each business was okay with trying to refinance the portion of the loan left, but needed time to do this. One business stated that they got into the program as laid out to them, now it was changing and they may not get the same rate as was promised through this program. It was felt that a percentage to forgive was better than a dollar amount. Discussion on 25-30% or 75-80% converted to grant. It was felt that a percentage was the better way to go, and the percentage rate would be the same for all loans. However, we do not want a business to fail because of the refinancing, so we may need to adjust that rate should that issue arise. Motion to grant 30% forgiveness of active loans to those still in Revolving Loan Program made by Hill, seconded by Cotton. Discussion that the 30% forgiveness may encourage the 1 loan that has not been making their payments to pay. Mr. Nagel presented the committee with a tentative timeline for determining use of the grant money (attached). January 23 at 5PM will be a special Finance Committee meeting to discuss projects. It was felt that one project should be an umbrella project that addresses ADA accessibility.

10. Other

a. Tri-County

We have been billed for a second seat on Tri-County as we do not have a 7th municipality to fill it.

b. IT upgrades and services

This will be discussed by the ad hoc committee, but finance needs to be aware that it will be up to them to find ways to fund the recommendations, so the committee needs to be think ahead. If we just have a fix-it person, we will never catch up.

11. Executive Session

12. Any Action Coming Out of Executive Session

13. Adjournment

Motion to adjourn made by Hill, seconded by Cotton. *Motion passed.*

Meeting adjourned at 7:37 PM

Submitted by: Deb Breyman

Chuck Nagel, Chairman
Finance Committee

**WOODFORD COUNTY, ILLINOIS
SUMMARY OF ACCOUNTS**

JANUARY 1 - 31, 2019

| <u>Fund #</u> | <u>Fund Title</u> | <u>Beginning Balance</u> | <u>Receipts</u> | <u>Disbursements</u> | <u>Ending Balance</u> |
|---------------|---|--------------------------|------------------------|------------------------|-----------------------|
| 001 | County Highway | 2,167,439.08 | 82,766.43 | 39,810.53 | 2,210,394.98 |
| 002 | County Bridge | 797,405.68 | 1,012.74 | 12,392.89 | 786,025.53 |
| 003 | Matching | 803,317.72 | 997.47 | 7,294.09 | 797,021.10 |
| 005 | County MFT | 1,616,653.06 | 57,247.66 | 35,251.97 | 1,638,648.75 |
| 006 | Twp MFT | 1,156,313.13 | 77,802.21 | 32,473.23 | 1,201,642.11 |
| 007 | Twp Bridge | 114,007.68 | 10.43 | - | 114,018.11 |
| 051 | General Corporate | 6,469,924.78 | 306,805.75 | 617,713.30 | 6,159,017.23 |
| 053 | IMR | 504,504.83 | 14,590.42 | 41,504.67 | 477,590.58 |
| 054 | Social Security | 291,152.77 | 6,541.13 | 32,557.19 | 265,136.71 |
| 057 | Board of Health | 782,289.74 | 34,874.54 | 41,684.67 | 775,479.61 |
| 058 | MDP | 107,343.56 | 13.26 | - | 107,356.82 |
| 059 | Animal Control | 62,901.00 | 7,134.83 | 7,889.06 | 62,146.77 |
| 062 | Co R O | 1,040,842.98 | 101,689.34 | - | 1,142,532.32 |
| 064 | Court Systems | 62,479.27 | 1,251.00 | - | 63,730.27 |
| 065 | Recorder's Automation | 136,485.55 | 5,209.40 | 485.12 | 141,209.83 |
| 066 | Circuit Clerk's Automation | 377,526.47 | 2,601.26 | 7,060.03 | 373,067.70 |
| 067 | Drug Fines | 20,988.87 | 875.98 | - | 21,864.85 |
| 069 | Treasurer's Automation | 16,181.50 | 6.48 | - | 16,187.98 |
| 070 | Tort Judgement & Liability Ins | 215,207.74 | 112.15 | - | 215,319.89 |
| 071 | Vital Records | 23,978.89 | 442.19 | 1,664.67 | 22,756.41 |
| 072 | Document Storage | 304,750.68 | 2,619.53 | 5,966.27 | 301,403.94 |
| 073 | Probation Services | 267,065.94 | 4,111.76 | 3,697.06 | 267,480.64 |
| 076 | Public Safety Co R O | 763,583.78 | 170,576.97 | - | 934,160.75 |
| 077 | DUI Equipment | 11,908.47 | 303.08 | - | 12,211.55 |
| 078 | Arrestee's Medical | 2,990.05 | 357.87 | 70.00 | 3,277.92 |
| 080 | Assessor's Electronic Records Fund | 138,818.93 | 7,515.12 | 1,847.53 | 144,486.52 |
| 081 | State's Attorney Forfeited Funds | 29,159.30 | 0.93 | - | 29,160.23 |
| 082 | Law Library | 12,866.37 | 449.17 | - | 13,315.54 |
| 083 | Grants - Tazwood Transportation | 8.28 | 48,564.20 | 48,564.20 | 8.28 |
| 084 | Revolving Loan | 1,304,617.30 | 4,237.71 | - | 1,308,855.01 |
| 085 | Sheriff Forfeited Funds | 29,059.88 | 2.66 | - | 29,062.54 |
| 086 | Child Support | 112,929.19 | 507.39 | - | 113,436.58 |
| 087 | Sheriff's Grant | 7,042.54 | - | - | 7,042.54 |
| 088 | Tax Interest Fund | 5,575.02 | 0.51 | - | 5,575.53 |
| 089 | Sheriff Sex Offender Fund | 13,846.26 | 301.27 | - | 14,147.53 |
| 090 | DARE | 1,701.40 | 0.16 | 246.12 | 1,455.44 |
| 091 | Sheriff's Vehicle & Equipment Fd | 4,260.51 | 320.39 | - | 4,580.90 |
| 092 | Sheriff's Seized/Impounded Vehicle Fd | 17,708.61 | 1,001.56 | - | 18,710.17 |
| 093 | Child Advocacy | 25,174.78 | 1,197.80 | - | 26,372.58 |
| 095 | Pull Tab & Jar Games Fund | 1,205.16 | 1.78 | - | 1,206.94 |
| 096 | E-Citation Fund | 1,764.64 | 44.16 | - | 1,808.80 |
| 097 | State's Attorney Records Automation Fund | 3,723.33 | 142.34 | - | 3,865.67 |
| 101 | Premium & Claims Reserve | 551,360.64 | 100,950.63 | 168,023.91 | 484,287.36 |
| 103 | Coroner Fees Fund | 32,003.41 | 2.91 | - | 32,006.32 |
| 107 | Menssen Critter Care Trust | - | 852.80 | 852.80 | - |
| 108 | Conceal Carry Fund | 8,145.40 | 0.73 | - | 8,146.13 |
| 109 | Sheriff Liquor Inspection Fund | 8,011.38 | 0.73 | - | 8,012.11 |
| 110 | Drug Court Operations & Administration Fund | - | 9.50 | - | 9.50 |
| 111/121 | Enhanced 911 | 1,293,056.26 | 97,064.33 | 275,307.90 | 1,114,812.69 |
| 118 | Panther Creek Drainage District | 5,104.24 | 0.47 | - | 5,104.71 |
| 119 | Land Acquisition | 2,600.26 | 0.24 | - | 2,600.50 |
| | TOTAL - ALL FUNDS | \$ 21,726,986.31 | \$ 1,143,123.37 | \$ 1,382,357.21 | 21,487,752.47 |

WOODFORD COUNTY REVOLVING LOAN FUND

As of January 31, 2019

| | Balance | Payment | Last Paid | Paid Through | Current | Prin Paid | Int Paid |
|----------------------------------|-------------------|----------|------------|--------------|---------|------------|------------|
| | | | | | | this month | this month |
| Chip Energy | 66,342.01 | 690.59 | 1/4/2019 | 1/1/2019 | yes | 523.42 | 167.16 |
| Grosenbach's Grocery | 37,726.38 | 434.52 | 9/10/2018 | 8/1/2018 | no | - | - |
| Just Core LLC | 70,129.11 | 355.66 | 1/2/2019 | 1/1/2019 | yes | 179.89 | 175.77 |
| SMF #3 | 15,754.98 | 808.59 | 1/2/2019 | 1/1/2019 | yes | 767.29 | 41.30 |
| So-Brite Technologies | 29,218.39 | 276.23 | 1/2/2019 | 1/1/2019 | yes | 202.68 | 73.55 |
| Zimmerman Power Wash | 82,622.03 | 500.00 | 1/10/2019 | 1/1/2019 | yes | 292.71 | 207.29 |
| Subtotal of Current Loans | 301,792.90 | | | | | 1,965.99 | 665.07 |
| Brubaker #2 | 162,651.30 | 4,492.17 | 2/22/2013 | 12/1/2009 | no | bankrupt | |
| Custom Wood Products | 58,663.75 | 1,060.66 | 3/30/2010 | 4/1/2010 | no | bankrupt | |
| Kelch Enterprises | 139,532.74 | 1,186.19 | 8/7/2007 | 8/1/2007 | no | bankrupt | |
| Kline's Repair Services | 33,142.91 | 706.70 | 10/2/2008 | 10/1/2008 | no | bankrupt | |
| Schumacher's Tyre Service | 9,476.44 | 539.06 | 1/3/2018 | 1/1/2018 | no | forclosure | |
| Toluca Tailoring Company | 89,492.62 | 1,773.80 | 11/14/2008 | 9/1/2008 | no | bankrupt | |
| Washburn Grocery | 39,676.11 | 230.57 | 2/6/2008 | | no | forclosure | |

Subtotal of Past Due Loans **532,635.87**

Total Unpaid Principal Balance **834,428.77**

| | |
|---------------------------|---------------------|
| Bal last month | 1,304,617.30 |
| Principal Paid | 1,965.99 |
| Interest from loans | 665.07 |
| Interest on money market | 1,606.65 |
| Interest on CD | 0.00 |
| Washburn Grocery to DCEO | 0.00 |
| Administrative Expenses | 0.00 |
| New Loans | 0.00 |
| Balance in account | 1,308,855.01 |

| | |
|------------------------|---------------------|
| Money Market | 1,308,855.01 |
| Certificate of Deposit | 0.00 |
| Total: | 1,308,855.01 |



Woodford County Purchasing Ordinance

Ordinance 2016/2017 – 002

**Woodford County, Illinois
Adopted June 20, 2017**

(Adopted July 18, 2006)

(Amended August 15, 2006)

(Amended June 19, 2007)

(Replaces former Purchasing Ordinance adopted July 18, 2006)

Article 1 – General Provisions

Part A - Purpose and Application

1-001 PURPOSE

- (1) Purposes and Policies. The underlying purposes and policies of this ordinance:
- a. to provide for the fair and equitable treatment of persons involved in public purchasing by this County;
 - b. to provide for increased public confidence in the procedures followed in public procurement;
 - c. to simplify, clarify, and modernize the law governing procurement by this County;
 - d. to permit the continued development of procurement policies and practices;
 - e. to maximize to the fullest extent practicable the purchasing value of public funds in procurement;
 - f. to foster broad-based competition within the free enterprise system; and
 - g. to provide safeguards for the maintenance of a procurement system of quality and integrity.
 - h. to provide guidelines for purchases of equipment, materials, supplies, and services for the operational requirements of Woodford County, insuring competitive and unbiased selection of vendors.

1-002 APPLICATION

This Ordinance applies to all purchases of supplies, equipment, services and construction, entered into by this County after the effective date of this Ordinance unless the parties agree to its application to contracts entered into prior to the effective date. It shall apply to every expenditure of public funds by a County agency for public purchasing irrespective of its source, except as otherwise provided by State law, State regulation, County of Woodford Ordinance, or stipulations by grant rules of acceptance. When the procurement involves the expenditure of Federal assistance or contract funds, the procurement shall be conducted in accordance with any applicable mandatory Federal law and regulation which are not reflected in this Ordinance. Nothing in this Ordinance shall prevent any County agency from entering into or complying with the terms and conditions of any grant, gift, bequest, or cooperative purchasing agreement that is otherwise consistent with law.

1-003 REQUIREMENT OF GOOD FAITH

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

1-004 COPYRIGHT

The County of Woodford is the owner and has the right to all work, property and materials created or developed in the performance of any contract, to include any software, forms, data, and documents unless contracted differently. The County of Woodford shall own the copyright to any work, property, and materials created or developed in the performance of any contract. The VENDOR shall not copy or release any documents created in the performance of a contract without the express written permission of the County of Woodford.

1-005 SEVERABILITY

If any provision of this Ordinance or any application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or application of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

1-006 GENDER RULES

- (1) Gender. 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.

Part B - Definitions

1-101 DEFINITIONS

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

- (1) Architect-Engineer 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 30 ILCS 535/15.
- (2) Business. Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity. See: 30 ILCS 500/1-15.10.
- (3) Change Order. Is a change in a contract term, other than as specifically provided for in the contract, which authorizes or necessitates any increase or decrease in the cost of the contract or the time for completion for procurements subject to the authority of the Purchasing Authority. See: 30 ILCS 500/1-15.12.
- (4) Contract Modification (bilateral change). 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 and agreement of the parties to the contract.
- (5) Confidential Information. Any information which is available to an employee only because of the employee's status as an employee of the County and is not a matter of public knowledge or available to the public on request.
- (6) 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. Construction does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings or real property. See: 30 ILCS 500/1-15.12.
- (7) Contract. All types of County agreements, regardless of what they may be called, for the procurement, use, or disposal of supplies, services, professional or artistic services, or construction

or for lease of real property where the County is the lessee, or capital improvements, and including renewals, master contracts, contracts for financing through use of installment or lease-purchase arrangements, renegotiated contracts, amendments to contracts, and change orders. See: 30 ILCS 500/1-15.30.

- (8) Contractor. Any person or business having a contract, as defined in the term contract, with the County. See: 30 ILCS 500/1-15.17.
- (9) Cooperative Purchasing. Procurement conducted by or on behalf of more than one Public Procurement Unit.
- (10) Cost Analysis. The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.
- (11) Cost Data. Factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.
- (12) Cost-Reimbursement Contract. A contract under which a contractor is reimbursed for costs which are allocable in accordance with the contract terms and the provisions of this Ordinance, and a fee or profit, if any.
- (13) County (Public) Agency. A County elected Official, Department Head, commission, board, employee, or agency whose purchasing authority is subject to the Woodford County Board. See: 30 ILCS 500/1-15.100.
- (14) Direct or Indirect Participation. Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification, or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
- (15) Employee. An individual drawing a salary or wages from the County, whether elected or not.
- (16) Finance Committee. The Committee established by the Woodford County Board to review and recommend appropriation budgets and expenditure of funds for all using agencies.
- (17) Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - (a) An ownership or investment interest in any entity with which the County has a contract with, or
 - (b) A compensation arrangement with the County or with any entity or individual with which the County has a transaction or arrangement, or
 - (c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the County is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial (more than \$25.00 per occurrence or \$100 in a year). IRS rules and regulations
- (18) F.O.B. Free on Board.

- (19) Gratuity. A payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- (20) Immediate Family. Husband, wife, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, son-in-law, daughter-in-law, uncle, aunt, brother-in-law, and sister-in-law.
- (21) Invitation for Bids. All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.
- (22) Person. Any business, public or private corporation, partnership, individual, union, committee, club, unincorporated association or other organization or group of individuals, or other legal entity. See: 30 ILCS 500/1-15.55.
- (23) Price Analysis. The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.
- (24) Pricing Data. Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and subcontract prices.
- (25) Procurement. The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, equipment or construction. It also includes all functions that pertain to the obtaining of any supply, service, equipment, or construction, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.
- (26) Public Procurement Unit. The State of Illinois, any county, city, town, and any other subdivision of the state, or public agency of any such subdivision, public authority, educational, health, or other institution, any agency of the United States, and to the extent provided by law, any other entity which expends public funds for the procurement of supplies, services, and construction.
- (27) Purchase Order. The written commitment for the purchase of goods and services with a vendor.
- (28) Purchasing Authority. The responsible party for the purchase.
- (29) Request for Proposals. The process by which a Purchasing Authority requests information from offerors, including all documents, whether attached or incorporated by reference, used for soliciting proposals. See: 30 ILCS 500/1-15.75.
- (30) Responsible Bidder or Offeror. A person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. See: 30 ILCS 500/1-15.80.

- (31) Responsible Bidder for Construction Contracts. A bidder who meets the following applicable criteria, and submits evidence of such compliance:
- (a) All applicable laws prerequisite to doing business in Illinois.
 - (b) Evidence of compliance with:
 - i. Federal Employer Tax Identification Number or Social Security Number (for individuals).
 - ii. Certificates of insurance indicating the following coverage's: general liability, workers' compensation, completed operations, automobile, hazardous occupation, product liability, and professional liability if required by the Purchasing Authority.
 - iii. Compliance with all provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance and retirement for those trades as covered in the act.
- (32) Services. The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports or supplies that are incidental to the required performance. See: 30 ILCS 500/1-15.90.
- (33) Specification. Any description, provision, or requirement pertaining to the physical or functional characteristics or of the nature of a supply, service, or other item to be procured under a contract. Specifications may include a description or any requirement for inspecting, testing, or preparing a supply, service, professional or artistic service, construction, or other item for delivery. See: 30 ILCS 500/1-15.95.
- (34) Standing Committee. Any committee established by the Woodford County Board.
- (35) Supplies. All personal property, including but not limited to equipment, materials, printing, and insurance, and the financing of those supplies that can be procured regularly or are available on the commercial market.
- (36) Using Agency. Any County Department requiring supplies, equipment, services, or construction procured pursuant to this Ordinance.

Part C - Public Access to Procurement Information

1-201 PUBLIC ACCESS TO PROCUREMENT INFORMATION

Procurement information shall be a public record to the extent provided in the Illinois Freedom of Information Act.

Article 2 – Duties of the Purchasing Authority

2-001 AUTHORITY AND DUTIES

- (1) Purchasing Authority. Except as otherwise provided herein, the responsible Purchasing Authority from each County Department shall be responsible for the procurement of supplies, equipment, services, and construction in accordance with this Ordinance.

- (2) Duties. In accordance with this Ordinance and subject to the supervision of the Woodford County Board, the responsible standing committee for each Purchasing Authority shall review purchases by the Purchasing Authority when needed and/or appropriate.

2-002 DELEGATIONS TO OTHER COUNTY OFFICIALS

This Ordinance does not apply to those elected officials whose procurement authority is exempt by law from oversight by the Woodford County Board.

- (1) Procurement Records. All records required by Section 3-209 (County Procurement Records) shall be maintained by any department to which procurement authority has been delegated.

Article 3 – Source Selection and Contract Formation

Part A – Methods of Source Selection

3-001 COMPETITIVE SEALED BIDDING

- (1) Conditions for Use. All contracts of the County over \$10,000.00 shall be awarded by competitively sealed bidding except as otherwise provided in Sections 3-004 (Competitive Sealed Proposals), 3-005 (Small Purchases), 3-006 (Non-Competitive Procurement), 3-007 (Emergency Procurements). See: 30 ILCS 500/20-10(a).
- (2) Invitation for Bids. An invitation for bids shall be issued and shall include a purchase description and the material contractual terms and conditions applicable to the procurement. See: 30 ILCS 500/20-10(b).
- (3) Public Notice. Public notice of the invitation for bids shall be given, not less than fourteen (14) calendar days prior to the date set forth therein for the opening of bids. Such notice shall include publication in a newspaper of general circulation. The public notice shall state the place, date, and time of bid opening. See: 30 ILCS 500/20-10(c).
- (4) Bid Opening. Sealed bids must be in writing and 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, the amount of each bid, and other relevant information as this Ordinance or the Purchasing Authority deems appropriate shall be recorded. After the award of the contract, the winning bid and the record of each unsuccessful bid shall be open to public inspection. See: 30 ILCS 500/20-10(d).
- (5) Late Bids. No bids received after the time specified in the bid information will be considered. It is the bidder's responsibility to see that the bid is delivered at the time and place specified. All bids received after the specified time will be marked "Received too late for consideration," signed by the Purchasing Authority and returned unopened. A record of late bids shall be maintained by the Purchasing Authority and placed in the contract file. The record of late bids shall include the name of the person that received the bid, who the bid was received from, and the date and time the bid was received.

- (6) Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Ordinance. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award, such as discounts, transportation costs, and total or life cycle costs, shall be objectively measurable. The invitation for bids shall set forth the evaluation criteria to be used. See: 30 ILCS 500/20-10(e).
- (7) Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards of contracts based on bid mistakes, shall be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or electronically transmitted notice received in the office designated in the invitation for bids prior to the time set for bid opening. Written confirmation of the bid shall be mailed or delivered the same day. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. All decisions to permit the correction or withdrawal of bids, based on bid mistakes shall be supported by written determination made by the Purchasing Authority. The Purchasing Authority has the right to reject all bids if it is deemed to be in the best interest of the County. The decision to reject all bids shall be in writing and this decision shall be kept in the contract file. See: 30 ILCS 500/20-10(f).
- (8) Award. The contract shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids, except when a Purchase Authority determines it is not in the best interest of the County and by written explanation determines another bidder shall receive the award. The explanation must include:
- (a) A description of the County's needs;
 - (b) A determination that the anticipated cost will be fair and reasonable;
 - (c) A listing of all responsible and responsive bidders; and
 - (d) The name of the bidder selected, the total contract price, and the reasons for selecting that bidder.
- The explanation shall be given to the County Board for inspection and made available to the public for inspection thirty (30) calendar days after the Purchase Authority's decision to award the contract. See: 30 ILCS 500/20-10(g).
- (9) Standards for Awarding Contract: The County through the Purchasing Authority shall award to the lowest responsible bidder and responsive bidder.
- (a) Lowest Responsible bidder criteria:
 - i. Qualities of the articles to be supplied;
 - ii. Their conformity with the specifications of the bid;
 - iii. Their suitability to the requirements of the County;
 - iv. Availability of support services;
 - v. Uniqueness of the service, materials, equipment, or supplies as it applies networked, integrated computer systems;
 - vi. Compatibility to existing equipment;
 - vii. The delivery terms;

- viii. Price and unit price governs unless otherwise stated in the bid information.
- ix. Guarantees and warranties if stated in the bid request.

The Purchasing Authority may take into consideration whether a bidder is a private enterprise or a State-controlled enterprise and, notwithstanding any other provision of this Section or a lower bid by a State-controlled enterprise, may let a contract to the lowest responsible bidder that is a private enterprise.

See: 55 ILCS 5/5-1022 (b).

- (b) Responsive bidder:
 - i. The bidder who submits a bid that conforms in all material respects to the invitation of bid. See: 30 ILCS 500/1-15.85.
- (c) Tie bids. The Purchasing Authority will have the final authority to award the winning bid and shall make the decision based on what is best for the County. This decision shall be written and placed in the contract file. No contract may be entered into by the County exceeding one (1) year unless the contract allows termination by the County by notice, not to exceed sixty (60) days, without cause, however, renewal option may be requested for up to four (4) additional years.

- (10) Multi-Step Sealed Bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation. See: 30 ILCS 500/20-10(h).

3-002 SUBMISSION OF BIDS

- (1) Uniformity. To provide uniformity and to facilitate comparison of bids by the County, the Purchase Authority may require all bidders to use a specific form. This requirement must be placed in the request for bids.
- (2) Use of Typewriter or Ink. Every bid shall be typewritten or written in ink unless the request for bids states otherwise.
- (3) Bids by Telephone or in Electronically Transmitted Form. The Purchase Authority may accept bids by telephone or electronically transmitted (fax or email) if they state they will accept this form of bid in the request for bids. Written confirmation of the bid shall be postmarked or delivered by the bidder on the same day.
- (4) Compliance With Laws, Regulations, and Labor and Employment Provisions. The contractor agrees to comply with all laws, statutes, regulations, ordinances, ruling or enactments of any governmental authority which are applicable to the work or which in any way pertain to the project.
- (5) Completeness of Bids. All appropriate blanks in the bid form must be completed by the bidder. All requested documentation must be attached or included.

3-003

CONTENTS OF BIDS: The Purchasing Authority shall take into consideration the following guidelines and if they believe it is not in the County's best interest to include reference to the below guidelines they shall provide written reasons that shall be kept in the contract file.

- (1) Reference Specifications. Any specifications or standards adopted by business, industry, not-for-profit organization, or governmental unit may be incorporated by reference.
- (2) Brand Name or Equal. Specifications may refer to one or more brand name products followed by the words "or equal." "Or equal" submissions will not be rejected because of minor differences in design, construction, or features which do not affect the suitability of the product for its intended use. The burden of proof that the product is equal for the intended use is on the bidder.
- (3) Items Must be New and Current. Unless otherwise specified, the items offered must all be new and the latest model, crop or manufacture.
- (4) Bids on Alternate Items. When any bidder offers an alternate item for consideration, the bidder will give complete specifications, name the brand and demonstrate that the alternate item is equal. The County reserves the right to reject any alternate item which it determines is not equally suitable for the specified purpose. The burden of proof is on the bidder.
- (5) Unit and Total Prices. The price for the units specified in the bid shall be clearly shown for each individual item. Only one unit price shall be quoted for each item. The total price for the quantity requested must also be shown.
- (6) Period of Firm Bid. Unless otherwise provided in bid information, the price of each bid must be kept firm for at least 120 days after the bid opening date. A bidder may specify the price will remain firm for a longer period than required by the bid information or this rule. If the bidder has not specified an expiration date for the price, the price will continue to remain firm until the bidder gives notice of intent to terminate the price. After such notice the County will have 10 days to accept the bid at the original price.
- (7) Maintenance and Repair Service. If the bid information specified that maintenance or repair service must be provided by the successful bidder, each bidder will specify in the bid whether the service will be by the bidder or through an arrangement with another identified person or firm.
- (8) Taxes, Licenses, Assessments, and Royalties.
 - (a) The contractor shall pay all current and applicable city, county, state and federal taxes, licenses or assessments, including federal excise taxes, due on the performance of the contract, including, without thereby limiting the foregoing, those required by the Federal Insurance Contribution Act and the Federal and State Unemployment Tax Acts, together with all royalties due for any proprietary items. The contractor is exclusively liable for the payment of the taxes to the respective governments. In the event said taxes, licenses, assessments or royalties, or any part thereof in the first instance charged to the County, the contractor shall, upon timely demand of the County, pay the County thereof, plus all penalties which may have accrued thereon.
 - (b) The County is exempted from Illinois Sales Taxes.

- (9) Federal Excise Tax. Bidders must not include in their prices any allowance for payment of federal excise tax, if the County is exempt from such taxes. If an order or contract is awarded for the purchase of an item that is subject to federal excise tax, the purchasing official will furnish the vendor with an exemption certificate upon request.
- (10) State and Federal Laws and County Rules. All bids and contracts are subject to this Part and to applicable federal laws and those of the State of Illinois conflict of interest statutes, nondiscriminatory employment statutes and equal employment opportunity laws. A certification is required in certain instances, and the form of this certification may be provided in the bid form.

3-004 COMPETITIVE SEALED PROPOSALS

- (1) Conditions for Use. When the Purchasing Authority determines, and when not required by law, in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the County, a contract may be entered into by use of the competitive sealed proposals method.
See: 30 ILCS 500/20-15(a).
- (2) Request for Proposals. Proposals shall be solicited through a request for proposals.
See: 30 ILCS 500/20-15(b).
- (3) Public Notice. Public notice of the request for proposals shall be given, not less than fourteen (14) calendar days prior to the date set forth therein for the opening of bids. Such notice shall include publication in a newspaper of general circulation. The public notice shall state the place, date, and time of bid opening.
See: 30 ILCS 500/20-15(c).
- (4) Receipt of Proposals. Proposals shall be opened publicly in the presence of one or more witnesses at the time and place designated in the request for proposals, but proposals shall be opened in a manner to avoid disclosure of contents to competing offerors during the process of negotiation. A record of proposals shall be prepared and shall be open for public inspection after the contract is awarded.
See: 30 ILCS 500/20-15(d).
- (5) Evaluation Factors. The request for proposals shall state the relative importance of price and other evaluation factors. Proposals shall be submitted in two (2) parts:
 - (a) Part one (1) shall cover items except price;
 - (b) Part two (2) covers price.

The first part of all proposals shall be evaluated and ranked independently of the second part of all proposals.

See: 30 ILCS 500/20-15(e).

- (6) Discussion with Responsible Offerors and Revisions to Proposals. As provided in the request for proposals, discussions may be conducted with responsible offerors who submit offers or proposals determined to be reasonably susceptible of being selected for award for the purpose of clarifying and assuring full understanding of and responsiveness to the solicitation requirements. Those offerors

shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions may be permitted after submissions and before 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. If information is disclosed to any offeror, it shall be provided to all competing offerors.
See: 30 ILCS 500/20-15(f).

- (7) Award. Awards 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 factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made.
See: 30 ILCS 500/20-15(g).

3-005 SMALL PURCHASES

- (1) General. Any contract \$10,000 or less may be made in accordance with the small purchase procedures authorized in this Section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this Section.
See: 30 ILCS 500/20-20
- (2) Procedure. Small purchases will be procured by one of the following methods:
- (a) Each department may purchase items up to \$2,500 without Committee approval. Procurements up to \$2,500 may be obtained in a way that is in the best interest of the County. The payment of these purchases will be processed in the same manner as all other invoices.
 - (b) All purchases over \$2,500 up to \$5,000 will be by Committee approval only. For purchases over \$2,500 to \$10,000, the using department, or if requested by the using department, the Purchasing Authority shall obtain quotations from at least (3) vendors, whenever feasible. These quotations must be in writing and a file copy attached to the invoice prior to submitting the invoice to Committee for payment. All purchases over \$5,000 will be forwarded by the Committee to the County Board for approval. All contracts for amounts in excess of \$5,000 shall be signed by the Chairman of the County Board or in his absence by the Vice Chairman, and attested to by the County Clerk.
 - (c) All purchases will be handled through the Committee to which each office has been assigned.
 - (d) For inventory purposes, the Department Head shall maintain an inventory of new equipment purchases. Items traded in will be shown on the invoice with the County Property Number.
 - (e) The County Board by Resolution may alter the authority and methods for purchases of fuel, road salt, striping paint and glass beads, natural gas and electricity only.

3-006 SOLE SOURCE PROCUREMENT

- (1) General. A contract may be awarded without competition when the Purchasing Authority determines, and the next higher purchasing authority 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. Examples of contracts which may not be suitable for competitive bids or proposals are contracts where:

- (a) there is only one source for the required supply, service, or construction item;
- (b) a sole supplier's item is needed for trial use or testing;
- (c) products are bought for over-the-counter resale;
- (d) purchases of used equipment; and
- (e) purchases at auctions.

See: 30 ILCS 500/20-25.

- (2) Negotiation. The Purchasing Authority shall conduct negotiations, as appropriate, as to price, delivery, and terms.

3-007 IMMEDIATE PROCUREMENT

(1) Notwithstanding any other provisions of this Ordinance, a Purchasing Authority or other County official may procure supplies, equipment, services, or construction items when there exists a threat to public health, welfare, or safety, or to prevent or minimize serious disruption of government service.

(2) Provided that such purchase shall be made with such competition as is practicable under the circumstances.

(3) A written determination of the basis for the purchase and for the selection of the particular contractor shall be included in the contract file.

(4) A confirming Resolution, along with the written determination, shall be submitted to the County Board for all immediate procurements of \$2,500 or more in accordance with Section 3-305 (Approval of Contracts).

See: 30 ILCS 500/20-30.

3-008 CANCELLATION OR REJECTION OF INVITATIONS FOR BIDS OR REQUESTS FOR PROPOSALS

(1) An invitation for bids, a request for proposal, or other solicitation may be cancelled without penalty, or any and all bids, offers, proposals, or any other solicitation may be rejected in whole or in part as may be specified in the request or solicitation, when it is in the best interests of the County. The reasons for cancellation or rejection shall be made part of the contract file.

See: 30 ILCS 500/20-40.

(2) Notice of cancellation or rejection shall be sent to all businesses provided a response to the request or solicitation. The notice shall identify the request or solicitation, explain the reason for cancellation/rejection and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurements of similar items.

Part B - Qualifications and Duties

3-101 COST OR PRICING DATA

- (1) Contractor Certification. A contractor or prospective contractor shall, except as provided in subsection three (3) of this section, submit cost or pricing data and shall certify that, to the best of their knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a mutually determined specified date prior to the date of:
 - (a) the pricing of any contract awarded by competitive sealed proposals (Section 3-004, Competitive Sealed Proposals) or pursuant to the sole source procurement authority (Section 3-006, Non-Competitive Procurements), where the total price is expected to exceed an amount established by purchasing regulations or when determined by the to be Purchasing Authority in the best interests of the County; or
 - (b) the pricing of any change order or contract modifications which is expected to exceed an amount established by purchasing regulations or when determined by the Purchasing Authority to be in the best interests of the County.
- (2) Price Adjustment. Any contract, change order, or contract modification under which a certificate is required shall contain a provision that the price to the County, including profit or fee, shall be adjusted to exclude any significant sums by which the County finds that such price was increased because the contractor-furnished cost or pricing data was inaccurate, incomplete, or not current as of the date agreed upon between the parties.
- (3) Cost or Pricing Data Not Required. The requirements of this Section need not be applied to contracts:
 - (a) where the contract price is based on adequate price competition;
 - (b) where the contract price is based on established catalogue prices or market prices;
 - (c) where the contract price is set by law or regulation; or
 - (d) where it is determined in writing by the Purchasing Authority that the requirements of this Section may be waived, and the reasons for such waiver are stated in writing.

3-102 RESERVED

3-103 BID AND PERFORMANCE BONDS ON SUPPLY OR SERVICE CONTRACTS

Bid and performance bonds or other security may be requested for supply contracts or service contracts as the Purchasing Authority deems advisable to protect the County's interests. Any such bonding requirements shall be set forth in the request or solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility.

3-104 INSURANCE

- (1) General. The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that was requested in the request or solicitation of bids.
- (2) The Purchasing Authority should consider:
 - (a) Commercial General Liability;
 - (b) Bodily Injury and Property Damage,

- (c) Personal Injury and Contractual Liability; limits of liability not less than: \$500,000 per occurrence and \$1,000,000 in the aggregate;
 - (d) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than: \$300,000 per occurrence, combined single limit for: bodily Injury Liability and Property Damage Liability;
 - (e) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.
- (3) Certificate of Insurance. The Purchasing Authority shall receive a certificate of insurance if insurance is required in the request or solicitation. If insurance is required the request, solicitation, or contract shall provide that:
- (a) The Purchasing Authority shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
 - (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
 - (c) The Purchasing Authority shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
 - (d) Subcontractors, if any, comply with the same insurance requirements; and
 - (e) Woodford County is to be named as additional insured for all Contracts.

3-105 HOLD HARMLESS CLAUSE

The Purchasing Authority shall make sure all request, solicitations and contracts have a hold harmless clause. The Purchasing Authority may use the following language:

“The successful bidder/contractor will agree to indemnify, save harmless and defend the County of Woodford, 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 this contract upon award. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County of Woodford, its agents, servants, or employees or any other person indemnified hereunder.”

Part C - Types of Contracts and Contract Administration

3-201 TYPES OF CONTRACTS

- (1) General Authority. 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.

(2) Multi-Term Contracts.

- (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, 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 four (4) years. Payment and performance obligations for succeeding fiscal periods shall be subject to availability and appropriation of funds therefore.
- (b) Determination Prior to Use. Prior to the utilization of a multi-term contract, it shall be determined in writing by the Purchasing Authority:
 - i. That estimated prices or contract requirements over the period of the contract are reasonably firm and continuing; and
 - ii. That such a contract will serve the best interests of the County.
- (c) Cancellation Due to the 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 cancelled. This notice MUST be provided in the request, solicitation, or contract.

(3) Multiple Source Contracting

- (a) General. A multiple source award is an award of an indefinite quantity for one or more similar supplies or services to more than one bidder or offeror.
- (b) Limitations on Use. A multiple source award may be made when awards to two or more bidders or offerors for similar products is necessary for adequate economic delivery, service or product compatibility. Any multiple source awards shall be made in accordance with this Ordinance. Awards shall not be made for the purpose of dividing the business between contractors. 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.
- (c) Contract and Solicitation Provisions. All eligible users of the contract shall be named with provisions for additional users to be added if it will not materially affect the contract in the solicitation, and it shall be mandatory that the actual requirements of such users that can be met under the contract be obtained in accordance with the contract, provided that:
 - i. the County shall reserve the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the contract; and
 - ii. the County shall reserve the right to take bids separately if the Purchasing Authority approves a finding that the supply or service available under the contract will not meet a nonrecurring special need of the County.

- (d) Intent to Use. If a multiple source award is anticipated prior to issuing a request or solicitation, the Purchasing Authority shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.
- (e) Determination Required. The Purchasing Authority shall make written determination setting forth the reasons for a multiple source award, which shall be made a part of the procurement file.

3-202 RESERVED

3-203 CONTRACT ADMINISTRATION

A contract administration system designed to ensure that a contractor is performing in accordance with the solicitation under which the contract was awarded, and the terms and conditions of the contract shall be maintained by the Purchasing Authority and kept in the contract file.

3-204 COST REIMBURSEMENT PROVISIONS

If a contract is being funded in whole or in part by assistance from a federal or state agency, then reimbursement to contractors for incurred costs or cost estimates included in negotiated prices shall be subject to applicable federal or state regulations. In addition, the Purchasing Authority should provide language in the contract that cost reimbursement shall be made in accordance with federal or state regulations.

3-205 RESERVED

3-206 RIGHT TO INSPECT PLANT

(1) The Purchasing Authority should consider placing language in a contract that allows a County representative to inspect the part of the plant, place of business, or worksite of a contractor or subcontractor at any tier which is pertinent to the performance of any contract awarded or to be awarded by the County.

3-207 RIGHT TO AUDIT RECORDS

- (1) Maintenance of books and records. Every contract and subcontract shall require the contractor or subcontractor, as applicable, to maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the County under the contract or subcontract. The books and records shall be maintained by the contractor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract and by the subcontractor for a period of three (3) years from the later of the date of final payment under the subcontract or completion of the subcontract. However, the three (3) year period shall be extended for the duration of any audit in progress at the time of that period's expiration. See: 30 ILCS 500/20-65(a).
- (2) Contract Audit. Every contract and subcontract shall provide that all books and records required to be maintained by the contract shall be available for review and audit by the Purchasing Authority or

an auditor hired by the Purchasing Authority. Every contract and subcontract shall require the contractor and subcontractor, as applicable, to cooperate fully with any audit.
See: 30 ILCS 500/20-65(b).

3-208 RESERVED

3-209 COUNTY PROCUREMENT RECORDS

- (1) Contract File. All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the County in a contract file by the Purchasing Authority.
- (2) Retention of Procurement Records. All procurement 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.

Part D - Contract Execution

3-301 RESERVED

3-302 FISCAL RESPONSIBILITY

Prior to the issuance of any purchase order, contract, change order or contract modification, the Purchasing Authority shall ensure that sufficient budgeted funds are available.

3-303 RESERVED

3-304 REVIEW OF CONTRACTS

(1) The Purchasing Authority shall request the State's Attorney to review, prior to County Board Approval, all contracts. This review shall not be required when the form and content of the contract documents have previously been approved by the State's Attorney. The State's Attorney shall provide his opinion prior to the board meeting in which the item will appear on the agenda.

3-305 APPROVAL OF CONTRACTS

- (1) Contracts over \$5,000 The standing committee who has oversight over the Purchasing Authority or their County Department shall submit its recommendation on the award of a contract, over \$5,000, 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.
- (2) Contracts of \$5,000 or Less. The County Board Chairman and/or department head shall sign all contracts of \$2,500 or less. All contracts over \$2,500 shall be signed by the County Board Chairman.

3-306 STRINGING

(1) Contracts totaling \$2,500 or more in a given year to a single vendor shall be bid unless it is determined that a multi-term contract is in the County's best interest. It is not appropriate to award several contracts under \$2,500 in a given year to a single vendor to avoid bidding.

(2) A written determination of the basis for the purchase and for the selection of the particular contractor shall be included in the contract file.

(3) A confirming Resolution, along with the written determination, shall be submitted to the County Board for all immediate procurements of \$2,500 or more in accordance with Section 3-305 (Approval of Contracts).
See: 30 ILCS 500/20-30.

Article 4 – Procurement of Construction

Part A - Management of Construction Contracting

4-001 RESPONSIBILITY FOR SELECTION OF METHODS OF CONSTRUCTION CONTRACT MANAGEMENT

- (1) **Responsibility of the Purchasing Authority.** The Purchasing Authority shall have discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the Purchasing Authority shall consider the County's requirements, its resources, and the potential contractor's capabilities. The Purchasing Authority shall execute, and 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.

Part B - Bid Security and Performance Bonds

4-101 BID SECURITY

- (1) **Requirement for Bid Security.** Bid Security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the Purchasing Authority to exceed \$25,000.00. Bid security shall be a bond provided by a surety company authorized to do business in the State of Illinois, or a certified check, bank draft or cashier's check or otherwise supplied in a form satisfactory to the County. Nothing herein shall prevent the requirement of such bonds on construction contracts under \$25,000.00 when the circumstances warrant.
- (2) **Amount of Bid Security.** Bid security shall be in an amount equal to at least ten percent (10%) of the amount of the bid except for the Department of Transportation, which should be at least five (5%) percent.
- (3) **Rejection of Bids for Noncompliance with Bid Security Requirements.** When the invitation for bids requires security, noncompliance requires that the bid be rejected unless it is determined that the bid fails to comply only in a nonsubstantial manner with the security requirements.

- (4) Withdrawal of Bids. If a bidder is permitted to withdraw its bid before award as provided in Section 3-001(7) (Competitive Sealed Bidding; Correction or Withdrawal of Bids; Cancellation of Awards), no action shall be had against the bidder or the bid security.

4-102 CONTRACT PERFORMANCE OR PAYMENT BONDS

- (1) When Required - Amounts. When a construction contract is awarded in excess of \$25,000.00, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the contract:
- (a) a performance bond satisfactory to the County, executed by a surety company authorized to do business in the State, or otherwise secured in a manner satisfactory to the County, as specified in the contract; and
 - (b) a payment bond satisfactory to the County, executed by a surety company authorized to do business in the State or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor or material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to one-hundred percent (100%) of the price specified in the contract.
- (2) Authority to Require Additional Bonds. Nothing in this Section shall be construed to limit the authority of the County to require a performance bond or other security in addition to those bonds, or in circumstances other than specified in Subsection (1) of this Section.

4-203 INSURANCE REQUIREMENTS OF CONSTRUCTION CONTRACTS

For all construction contracts, the contractor and all sub-contractors shall be required to maintain adequate insurance coverage for the duration of the contract. The Purchasing Authority shall determine, in consultation with the liaison Committee, the types and amounts of coverage that shall be required. The contractor shall have the County named as an additional insured as its interest may appear and furnish the Purchasing Authority with satisfactory evidence of said insurance.

Article 5 – Appeals and Remedies

5-001 BID PROTESTS

- (1) Right to Protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the County Board Chairman. Any protest must be submitted in writing within ten (10) calendar days from the issuance of the solicitation, addendum, notice of award, or other decision by the Purchasing Authority making the purchase.
- (2) Stay of Procurement During Protest. In the event of a timely protest under subsection one (1) of this Section, the County Board Chairman after consulting with the State's Attorney shall determine whether it is in the best interests of the County to proceed with the solicitation or award of the contract.

- (3) Entitlement to Costs. When a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled only to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.

5-002 CONTRACT CLAIMS

(1) All claims by a contractor against the County relating to a contract, except bid protests, shall be submitted in writing to the County Board Chairman. The contractor may request a conference with the County Board Chairman 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 revision.

5-003 AUTHORITY OF THE COUNTY BOARD CHAIRMAN TO SETTLE BID PROTESTS AND CONTRACT CLAIMS, SUBJECT TO STATUTORY PROVISIONS

- (1) Authority. The County Board Chairman is authorized to settle any procedural protest regarding the solicitation or award of a County contract prior to an appeal to the Woodford County Board, or any committee thereof. The County Board Chairman, after consulting with the State's Attorney, is authorized to make recommendations on the settlement of any monetary claim to the appropriate committees of the Woodford County Board for their consideration.
- (2) Notice to the Contractor of the County Board Chairman's Decision. If the protest or claim is not resolved by a mutual agreement, the County Board Chairman 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 under Subsection (3) of this Section.
- (3) Finality of County Board Chairman's Decision; Contractor's Right to Appeal. The County Board Chairman's decision shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the Chairman of the Finance and Economic Development Committee receives a written appeal from the contractor.
- (4) Failure to Render Timely Decision. If the County Board Chairman does not issue a written decision regarding any protest or claim within ten (10) calendar 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.

5-004 ACCESS TO ADMINISTRATIVE FORUM, SUBJECT TO STATUTORY PROVISIONS

- (1) Appeal Process. Any actual or prospective bidder, offeror or contractor may appeal a decision of the County Board Chairman regarding bid protests or contract claims to the Finance and Economic Development Committee. Said appeal shall be made in writing within ten (10) calendar days from the date of receipt of the decision. The protestor shall be notified of the time and date when the appeal shall be considered and afforded a reasonable opportunity to state its position. Any party

whose interests may be adversely affected by a protest or appeal shall also be notified and have the right to appear for the purpose of protecting those interests.

- (2) Decision. The Finance and Economic Development Committee shall promptly issue a decision, and prior to award, said decision shall be referred with the Resolution for award of the contract for consideration by the County Board.
- (3) Elected County Officials. Decisions and determinations made under this Section and Section 5-003 (Authority of the County Board Chairman to Settle Bid Protests and Contract Claims, Subject to Statutory Provisions) are subject to the review and approval of Elected County Officials as provided by State law.

Article 6 – Cooperative Purchasing

6-001 COOPERATIVE PURCHASING AUTHORIZED.

Subject to applicable state statutes, the County of Woodford may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of supplies, services, or construction with one or more public procurement units in accordance with an agreement entered into between the participants. 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 which are made available to other public procurement units.

6-002 SALE, ACQUISITION, OR USE OF SUPPLIES.

The County of Woodford may sell, acquire from, or use any supplies belonging to another public procurement unit independent of the requirements of Article 3 (Source Selection and Contract Formation).

6-003 COOPERATIVE USE OF SUPPLIES AND SERVICES.

The County of Woodford may enter into an agreement independent of the requirements of Article 3 (Source Selection and Contract Formation) with any other public procurement unit for the cooperative use of supplies or services under the terms agreed upon between the parties.

6-004 JOINT USE OF FACILITIES.

The County of Woodford may enter into agreements for the common use or lease of warehouse facilities, capital equipment, and other facilities with another public procurement unit under the terms agreed upon between the parties.

Article 7 – Criminal Penalties

7-001 CRIMINAL PENALTIES.

To the extent that violations of the ethical standards of conduct set forth in this Article constitute violation of State Statutes, they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this Article. Criminal, civil, and administrative sanctions against employees or non-employees which are in existence on the effective date of this Ordinance shall not be impaired.

Article 8 – Separability- Repealer- Effective Date Separability

The clauses, sentences, paragraphs, sections, articles, or parts of this Ordinance are separable. If any clause, sentence, paragraph, section, article or part of this Ordinance shall for any reason be adjudged invalid by any court of competent jurisdiction such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, section, article or part thereof directly involved in the controversy in which such judgment shall have been rendered.

REPEAL. The Purchasing Ordinance adopted by the Woodford County Board on July 18, 2006 is hereby repealed.

EFFECTIVE DATE. This Purchasing Ordinance shall take effect and be in full force from and after its passage as provided by law.

ADOPTED BY THE COUNTY BOARD OF WOODFORD COUNTY, ILLINOIS, THIS 20th DAY OF JUNE 2017.

ATTEST:

APPROVED:

Debbie Harms
County Clerk, Woodford County, Illinois

Stanley Glazier
Chairman, Woodford County Board