

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

1. Call to Order

2. Roll Call – Chuck Nagel (ch.), Russ Cotton (v-ch), Richard Hill, Bryant Kempf, Josh Davis.

3. Approval of Minutes

- a. Approval of December 10, 2018 Regular Meeting

4. Public Input

5. Approval of Claims

6. Treasurers Report

7. Budget

8. New Business

- a. Review/re-write Purchasing Ordinance - Amend to correlate with board rules
- b. GPEDC Membership

9. Unfinished Business

- a. Revolving Loan Program - Loan Forgiveness and New Grants

10. Other

- a. Tri-County
- b. IT upgrades and services

11. Executive Session

12. Any Action Coming Out of Executive Session

13. Adjournment

**FINANCE & ECONOMIC DEVELOPMENT COMMITTEE
COUNTY BOARD ROOM
MONDAY, DECEMBER 10, 2018
MINUTES
6:00 PM**

1. Call to Order

2. Roll Call – Chuck Nagel (Chairman), Richard Hill, Russ Cotton present. Bryant Kempf excused. Josh Davis unexcused.

3. Approval of Minutes

a. Approval of November 14, 2018 Regular Meeting

Motion to approve November 14, 2018 regular meeting minutes made by Cotton, seconded by Hill. *Motion passed.*

4. Public Input

Mr. Roy Bockler, 1130 Upper Springbay Road, East Peoria addressed the committee. In 2017 he was asked to help the county with economic development. At that time he faced a lot of political backlash, and character assassination and resigned from that volunteer position. He is still interested in helping the county. He is not a politician and does not play the political game, but is good at economic development and would like to work with the new board.

5. Approval of Claims

Motion to approve December claims made by Hill, seconded by Cotton. *Motion passed.*

6. Treasurers Report

Four reports were presented. The first is the fund balance report and all funds are in good standing. The second report is an annual report that compares the beginning balance of each account as of December 1, 2017 and the balance of that account as of November 30, 2018. It also shows a net gain or loss in those accounts. The third report is the revolving loan report. There is one revolving loan that has not current on their payments. We have had not communication with them. The fourth report is a comparison report that compares the year 2016-17 revenue and expenditures with this past years 2017-18 revenue and expenditures.

7. Budget

8. New Business

a. Set regular meeting schedule for session

The new meeting schedule was presented. The new schedule includes a change in day. The finance committee will begin meeting on Tuesdays at 6PM starting in January. Motion to approve meeting schedule as presented made by Hill, seconded by Cotton. *Motion passed.*

b. Selection of vice-chairman

Mr. Cotton made a motion to appoint Richard Hill as vice-chairman. Mr. Hill declines the nomination. Mr. Cotton withdrew his motion. Mr. Hill made motion to appoint Mr. Cotton as vice-chairman. Mr. Cotton seconded motion. *Motion passed.*

c. Approval of Resolution 2018-19 #001 FY 2018-19 Budget Line Item Adjustments

Motion to approve resolution 2018-19 #001 budget line item adjustments made by Cotton, seconded by Hill. This is required by statute. When one line item is overdrawn in a department, and another line item is under spent, then money is moved from the under spent account into the overdrawn

account to cover the expenses. Occasionally the money has to be transferred from one department to another, but most of the time the money is just transferred from one account in the department to another account within the same department. *Motion passed.*

d. Approval of Resolution 2018-19 #002 Special Appropriations

The amount appropriated for a fund did not cover expenses, so the fund appropriation has to be increased. Motion to approve resolution 2018-19 special appropriations and move to the full board made by Cotton, seconded by Hill. *Motion passed.*

e. Approval of Resolution 2018-19 #004 Close Out of Revolving Loan Program

Sally Hansen provided details on the four options for the revolving loan buy-out. Option 1 – Woodford County would turn the loans over to the state. State would find a portfolio buyer for the loans. This option gives the County 1.2 million in available grant funds. Option 2 – Woodford County buys out the active loans. The companies with the loans would continue to make the payments to us. This option gives the County 1.5 million in available grant funds. Option 3 – The companies find a financial institution to finance their loan and the loan is transferred over to the institution. This option give the County 1.5 million in available grant funds. The County can also in this option convert a percentage of the loan into a grant. If a percentage is converted into a grant, then the County would have 1.44 million in available grant funds. Option 4 – The County converts a portion of the loans into a grant. The county would have 1.2 million available in grant funds.

The options are flexible as the state does not want the money back. Discussion as to why the state does not want the money back- there are restrictions placed on it. These loans have reached many businesses, which have created jobs, and the companies have continued to grow.

Discussion on what percentage should be turned into grant. The companies may not have the means to secure other financial options, and asking them to pay the loan back early may cause a hardship on the business. The county has to decide by the end of December which option they are going to choose. The committee is in agreement that they will convert a percentage of the loan into a grant, but is unclear what that percentage will be. That percentage can be determined after the December deadline. The committee would like the resolution to state that a percentage will be turned into a grant, but do not list the amount of that percentage at this time. Motion to approve resolution 2018-19 #004 made by Cotton, seconded by Hill. Motion to amend resolution to state a percentage of the loan will be converted into a grant made by Hill, seconded by Cotton. *Motion passed.* Vote taken on original motion as amended – *Motion passed.*

f. Approval of the Agreement for Actuarial Services between the Howard E. Nyhart Company, Inc and Woodford County

Motion to pass agreement on to the full Board made by Cotton, seconded by Hill. We have been written up in audit finding in our financial statements as we have not had an actuarial study done. The auditors are recommending we do this, and because of GATA, we need to make the audit flags go away. It was budgeted for \$8,000. The quote is for \$6,200. This study will look at post employee benefits, other than pensions. We have never had an actuarial study done. The initial fee is the \$6,200, and there will be an annual fee going forward of roughly \$2,400. *Motion passed.*

9. Unfinished Business

a. Discussion and Action on Revolving Loan fund

Mr. Nagel would like to reach out to the municipalities to see what projects they have in mind for use of the grant money. The committee wants to make sure that the county will have no liability for these loans. Once we give up the loan – either by the company refinancing, turning over to the state, or converting the loan into a grant, the county will have no liability. If we convert the loans to 100%

grant, the amount of grant money available to us does not change. Some committee members felt that it was unfair to convert 100% of the loans into a grant when other loans had been paid in full. It was brought up that fair is not always equal, and we have had seven (7) loans that did not repay, so they were forgiven at 100%. Discussion on what happens if we convert 20% of the loan into a grant, and the business pays the remainder 80%, but the business cannot come up with their 80%? It needs to be handled on a case by case situation, but if we stuck with the 80-20, and the business could not pay the 80%, then the county would be at risk. Or we could adjust that percentage we are converting. Mr. Bockler stated that by forgiving a debt can create a tax liability for the company. Ms. Hansen will reach out to the 6 revolving loans we currently have and see where they stand. They are trying to work with the counties to come up with the best option. Discussion on why any bank would take on loan when we are second position.

b. **Liability**

c. **Workers' Compensation**

10. Other

Mr. Nagel attended CEDS meeting. Two presentations – one on how the health department affects the community and economic development and the other presentation on how to promote activities within the county.

Mr. Cotton attended Tri-County. The received a grant for \$32,648 for aerial photography. The county will match 20% of that cost. The Supervisor of Assessments says the photographs are used by municipalities and her office for acreage for taxing purposes. The money for this comes out of the money paid for permit fees, so this does not cost the county anything.

11. Executive Session

12. Any Action Coming Out of Executive Session

13. Adjournment

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

Submitted by: Deb Breyman

Chuck Nagel, Chairman
Finance Committee



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)

(Amended July, 2017)

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 ~~obtain from the Woodford County Treasurer a certification~~ ensure that sufficient budgeted funds are available ~~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 ~~in excess of \$100,000~~. 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

COUNTY BOARD MEETINGS

REGULAR BOARD MEETINGS: Third Tuesday of the month at 6:30 P.M. unless otherwise published.

CALLED MEETINGS: For organizational meeting, first Monday of December of the even years.

RULES OF ORDER

WOODFORD COUNTY BOARD RULES OF PROCEDURE

SECTION 1. SCOPE AND PURPOSE

- A. The provisions of these rules shall govern all meetings of the Woodford County Board (Board) and all Committee meetings of the Board. It is the intention of the Board in adopting these rules to provide for the efficient, ethical, and equitable governance of County business by the Board and the Board Members (Members).

SECTION 2. REGULAR MEETINGS AND SESSION

- A. The regular meeting of the Board will be held the third Tuesday of each month at 6:30 P.M. in the Woodford County Board Room, unless otherwise posted.
- B. The organizational meeting of the Board will be held the first Monday of December of the even years at 6:30 P.M. in the Woodford County Board Room, unless otherwise posted.
- C. Session is to be defined as a two-year term of the Board beginning with the first meeting in December of the reorganized year and ending November 30th two years subsequent.

SECTION 3. REGULAR ORDER OF BUSINESS

- A. The agenda of Board meetings shall be as follows, or as printed in the final agenda, unless altered by request of the Board Chairman (Chairman) with the agreement of the majority of the Board.
 - 1. Call to Order;
 - 2. Pledge of Allegiance to the Flag;
 - 3. Roll Call;
 - 4. Proof of Notice;
 - 5. Approval of Board Minutes;
 - 6. Public Input;
 - 7. Appointments;
 - 8. Petitions, Resolutions, and Motions;
 - 9. New Business;
 - 10. Unfinished Business;
 - 11. Claims Paid in Vacation;
 - 12. Presentation of Claims;
 - 13. Treasurer's Report;
 - 14. Office of County Board Report;

- 15. Communications;
- 16. Committee Reports;
 - a. Road & Bridge;
 - b. County Offices;
 - c. Public Safety;
 - d. Finance and Economic Development
 - e. Conservation, Planning, and Zoning;
 - f. Health Insurance;
 - g. Zoning Board of Appeals;
 - h. Liquor Commission;
 - i. Veterans Assistance Commission;
- 17. Executive Session;
- 18. Adjournment

SECTION 4. RULES OF ORDER

- A. The rules contained in Robert's Rules of Order, Newly Revised, shall govern the Board in all cases to which is applicable, unless otherwise provided for by law or by these rules.
- B. The Chairman shall preserve order and decorum and decide all questions of order, subject to an appeal to the Board, without debate.
- C. Debate must be confined to the merits of a pending question. Speakers must address their remarks to the Chair, maintain a courteous tone, address members formally, and --- especially to reference of divergence opinions --- should avoid injecting a personal note into debate. To this end, they must never attack or question the motives of another Member. The measure, not the Member, is the subject of debate. If the Chairman observes in his discretion that there has been a personal attack the Chairman shall end that member's time to speak on that subject.
- D. No Member shall have the privilege of speaking unless by first raising a hand and being recognized by the Chairman.
- E. No Member shall speak more than twice on the same question, without permission from the Board. Providing the answer to a question specifically posed by a member shall not constitute a speaking turn.
- F. The Chairman shall be permitted to succeed himself/herself no more than once.
- G. A Member called to order shall immediately take his place and stop talking, unless permitted to explain, and if there be no appeal, the decision of the Chairman shall be final.
- H. Every Member present, upon the putting of a question, shall vote thereon, unless abstaining. The Chairman shall ask for a reason of abstention.

- I. A roll call vote shall be called on any question upon the demand of any Member. The roll call order shall be rotated by starting with the name of the next Member whose name would follow alphabetically from the prior call. Thus the same two Members would not always be at the beginning or the end of the roll call.
- J. A topic on the agenda may have limited discussion and explanation before a motion is made. When a motion is made a second to the motion is required before any continued discussion or debate is permitted by the Chairman.
- K. The Chairman may request any motion to be repeated by the maker of the motion.
- L. Every motion shall be reduced to writing, if required, by the Chairman or any Member.
- M. A motion to adjourn shall always be in order, and shall be decided without debate, unless a question of time to adjourn should occur.
- N. There shall be no food permitted in the Board Room during Board or Committee meetings unless there is a health issue.
- O. All appointments which come before the Board, and are not otherwise controlled by statute, shall be made by the Chairman with the recommendation of the County Offices Committee and the majority consent of the Board.
- P. All County Officers and Department Heads making semi-annual reports to the Board shall furnish copies to each Member.
- Q. Alteration of these rules shall be by simple majority of the elected Members at the regular organizational meeting, or by a 2/3rd majority of the elected Members at any regular meeting of the Board.
- R. After a motion is made and has a second, it shall be deemed to be in possession of the Board, but may be withdrawn by the mover and the second at any time before a vote is taken.
- S. These rules may be suspended in any particular case by a vote of 2/3rd of the Members present.
- T. The Agenda, Board Packets, and any other materials of all regular Board and Committee meetings (except executive session materials) shall be posted to the County's website at least 48 hours before the meeting. The Agenda, Board Packets, and any other materials of all special or emergency meetings (except executive session materials) shall be posted to the County's website at least 24 hours before the meeting. The postings shall indicate which materials are in draft form. Agenda's, Board Packets, and any other materials for all regular, special, or emergency Board and Committee meetings (except executive session materials) shall also be provided to any member of the public body, or member of the public, by email, or US Mail if it cannot be delivered electronically, upon request. Requests shall be treated as a standing request, unless otherwise indicated.

- U. All requests for presentations before the Board by an individual or organization shall be made to the County Board Office in writing, with subject matter therein stated at least forty-eight (48) hours prior to the meeting time, and the County Board Office shall refer the matter to the Chairman for approval. Appearances may be granted at the time of the meeting by a motion approved by a majority of the Board.

SECTION 5. GENERAL

- A. All items to be voted upon by the Board shall be listed in detail on the agenda.
- B. All Board Members shall be notified of all Board and committee meetings.
- C. All Members shall be furnished copies of Roberts Rules of Order, newly revised, the Open Meeting Act, and the Freedom of Information Act at the expense of the County.
- D. To better facilitate and effectively address the monthly issues at the County Board meeting, it is the responsibility of every board member to:
 - a. Prepare for the monthly meetings prior to attendance,
 - b. Review the monthly board packet,
 - c. Contact any committee chair with any further questions about agenda items before the meeting,
 - d. Contact the Chairman prior to the meeting if there is a particular item that needs to be discussed or removed,
 - e. Contacting the board secretary prior to the meeting if any agenda item needs to be amended (this process needs approval of the Chairman prior to the board secretary taking the prior action).
- E. The Board Secretary shall provide all Board members a packet of the meeting agendas, draft minutes from each committee, information from any third party that is speaking to the Board, and any other materials/documents that are needed to properly address any issues or agenda points.
- F. In the event of a Woodford County Board member resigning or leaving his or her seat for any reason, including death, the Woodford County Board Chairman will follow the Illinois Statutes in replacing him or her. The Chairman **shall** nominate the person recommended by the party whose member vacated the seat. If that person(s) is not approved by majority vote of the County Board the chairman has the option to nominate another person from the same party of the vacated seat. Under all circumstances the appointment must be approved by majority vote of the County Board.
- G. The Members shall select one member to be Vice Chairman during the two-year session and the Vice Chairman shall preside over the County Board meeting in the place of the Chairman should he or she not be present at the meeting. The Vice Chairman shall have all powers of the Chairman for that particular meeting only. If the Vice Chairman cannot be present the Chairman of the finance committee will preside over the meeting and will have the same authority as the Vice Chairman as stated above.

SECTION 6. COMMITTEES

- A. The Board shall be organized into five standing Committees of five Members each. The standing Committees so formed shall be: Finance and Economic Development; Road and Bridge; Public Safety; County Offices; and Conservation, Planning and Zoning. The Board Chairman will endeavor to appoint one Member from each of the other standing Committees to comprise the Finance and Economic Development Committee. The Board Chairman shall be an *ex officio* member of all committees.
- B. Once Committee memberships have been assigned by the Chairman, a Committee Vice Chairman will be elected within each Committee. The Committee Vice Chairman will serve as Committee Chairman when absence of the same occurs.
- C. The County Offices Committee shall manage on behalf of and make recommendations to the Board regarding issues concerning the following offices and functions: County Clerk & Recorder, County Treasurer, Supervisor of Assessments, Board of Review, Veteran's Assistance Commission, Regional Office of Education Health Insurance Committee, Circuit Clerk, State's Attorney, Public Defender, Judges, United Counties Council of Illinois, and Center for Prevention of Abuse, IT/GIS, Heart House, Legislative Affairs, Labor Negotiations and Grievances, U of I Extension, We Care, I.T., Personnel, ADDWC and perform all other duties assigned by the Board.
- D. The Road and Bridge Committee shall manage on behalf of and make recommendations to the Board regarding issues concerning the following offices and functions: County Highway and perform all other duties assigned by the Board.
- E. The Conservation, Planning and Zoning Committee shall manage on behalf of and make recommendations to the Board regarding issues concerning the following offices and functions: Zoning Administration, Zoning Board of Appeals, Conservation & Natural Resources, Conservation and Development, Heartland Water Resources, Soil and Water Conservation District, and perform all other duties assigned by the Board.
- F. The Public Safety Committee shall manage on behalf of and make recommendations to the Board regarding issues concerning the following offices and functions: Sheriff, EMA, Probation, County Coroner, Safety Committee, Animal Control Administrator, Animal Control Fees, Health Department and Board of Health, County Buildings, and perform all other duties assigned by the Board.
- G. The Finance and Economic Development Committee shall manage on behalf of and make recommendations to the County Board regarding issues concerning the following offices and functions: Risk Management, Tri-County Regional Planning Commission, Budget Preparation and Implementation, Regional Economic Development entities, Purchasing Policies, and perform all other duties assigned by the Board.
- H. All claims shall be handled by respective Committees. All Members' compensation will go through the County Offices Committee for approval.

- I. All Committees shall be appointed by the Chairman, subject to review, every other year at the organizational meeting of the Board, unless otherwise directed by the Board. At least one Member from each district shall be appointed to each Committee when possible. Other Committees assigned by the Chairman, such as Ad-Hoc, need not comply with this rule.
- J. All Committees shall report in the form of meeting minutes. Each committee will provide a draft copy (1) to the County Board Office on or before Thursday prior to the Board meeting. A final approved copy shall be signed by the Committee Chairman and presented for filing.
- K. All Standing Committee meetings are to be held on either the second Monday, or Tuesday of the month. Or as approved by a majority of the County Board. It is expected that the Finance meeting shall be the last scheduled committee meeting because of budget issues.
- L. The County Board Chairperson may at the request of a committee chairperson replace a member after a committee member has three (3) unexcused absences or excessive excused absences. An excused absence is where the committee member has contacted the committee chairperson via voice call, text, or email and received confirmation that the absence is excused.
- M. The Board Chairman may with the approval of the majority of the County Board appoint an Ad hoc committee to perform any duties the Board Chairman deems necessary.

SECTION 7. CLAIMS

- A. All claims shall be presented to the County Clerk, fourteen calendar days before stated meeting date or they shall be held over until the next meeting.
- B. The Clerk shall email or mail if requested copies of the claims summaries to Members and shall have the claims available at the meeting and shall provide copies of claims and other materials to reporters at the reporters' request.
- C. All bills against the County must be itemized in detail and properly sworn to in accordance with policies adopted by the Board.
- D. All procurements of supplies used by the various County offices will be procured by one of the following methods. The Woodford County Board recognizes that elected officials are not required by statute or Illinois Constitution to follow these claims procedures but in the interest of maintaining transparency to the public, and for the Board to keep a better understanding of expenditures we would ask the Elected officials to follow these claims rules.
 - a. All procurements shall be obtained in a way that is in the best interest of the County and follows any State laws.
 - b. Each Department may purchase items not costing more than \$3,000 without Committee approval.
 - c. All purchases of \$3,000 to \$10,000 will be by Committee approval only. For purchases in excess of \$10,000, the using department shall receive quotes from at least three (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 \$10,000 will be forwarded by the Committee to the County Board for approval. All contracts for amounts in excess of \$10,000 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.

d. Any purchases already approved via line-item in a Department's budget do not need to be approved a second time, but the Department Head must inform the committee chairman and the Treasurer that funds were spent on the procurement. If a purchase exceeds a line-item, the Department Head needs committee and county board approval.

e. Only procurement purchases greater than \$10,000 shall be sent to the Woodford County Board for approval. No purchases need be routed from a committee to the finance committee for their approval before being sent to the Woodford County Board for approval.

f. All procurement purchases shall be handled by the Committee to which each Department has been assigned. If a Department has been assigned to more than one (1) committee than the Department Head shall decide which committee to send the procurement purchase to for approval.

g. For inventory purpose, the County Clerk shall notify the Sheriff of new equipment purchases by forwarding a copy of the invoice. Items traded in will be shown on the invoice with a County Property Number.

- D. Per diem compensation shall be paid to each Member for attending Committee meetings of the Board of which they are a member. Members shall be paid the same per diem for attendance at other meetings and functions which the member is invited by the Committee Chairman or directed to attend by the Board or the County Board Chairman. A Member may elect to forego their per diem.

SECTION 8. ATTENDANCE

- A. Board members shall attend all regular Board meetings, and Committee meetings of which they are members. Committee members who cannot attend a meeting shall notify the Chairman forty-eight (48) hours prior to the meeting time.
- B. Attendance at County Board Meetings by a means other than physical presence:
1. If a quorum of the Members of the public body is physically present as required by the Illinois Open Meetings Act, a majority of the public body may allow a Member of that body to attend the meeting by other means if the Member is prevented from physically attending because of: (i) personal illness or disability; (ii) employment purposes or the business of the public body; or (iii) a family or other emergency. "Other means" is by video or audio conference.
 2. If a Member wishes to attend a meeting by other means, the Member must notify the recording secretary or Clerk of the public body before the meeting unless advance notice is impractical.

3. A majority of the public body may allow a Member to attend a meeting by other means only in accordance with and to the extent allowed by rules adopted by the public body. The rules must conform to the requirements and restrictions of the Illinois Open Meetings Act, may further limit the extent to which attendance by other means is allowed, and may provide for the giving of additional notice to the public or further facilitate public access to meetings.

SECTION 9. PUBLIC COMMENT

- A. A time shall be provided on the agenda of each regular meeting for members of the public to be heard. Such time shall not exceed 5 minutes per speaker. No member of the public may address the Board on any issue that has been the subject of a properly noticed and legally held public hearing, conducted by a hearing officer.

SECTION 10. SEVERABILITY AND APPLICATION OF LAW

- A. All of the foregoing rules are intended to comply with all federal and state law. Any rule or portion thereof which is contrary to law is null and void to the extent of the contradiction and shall operate in accordance with the law. If any rule or portion thereof is deemed contrary to law, the remainder of the rules shall remain in effect.
- B. It is the intent of the Board to comply with the letter and spirit of all applicable laws, including all provisions of the Illinois Open Meetings Act.