

1-8-2: - CONTRACTS AND PURCHASES.

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A. *Conditions and Restrictions on Awarding a Contract:*

1. *Definition of Business Entity:* Business entity as used in this subsection means a corporation, partnership, trust, association, unincorporated business or individually owned business.
  - a. *Definition of Local Business:* A local business authorized to do and doing business within the corporate limits of the County of Cook, which has the majority of its regular full-time work force located within the County.
2. *Restrictions on Awarding a Contract:* No person or business entity shall be awarded a contract or subcontract with the Forest Preserve District, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity:
  - a. Has been convicted of an act committed, within the State, of bribery or attempting to bribe an officer or employee of a unit of State or local government or school district in the State in that officer's or employee's official capacity;
  - b. Has been convicted of an act committed, within the State, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act;
  - c. Has been convicted of bid-rigging or attempting to rig bids under the laws of the State;
  - d. Has been convicted of an act committed, within the State of Illinois, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act;
  - e. Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois;
  - f. Has been convicted of defrauding or attempting to defraud any unit of State or local government or school district within the State of Illinois;
  - g. Has been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., the Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., the Employee Classification Act, 820 ILCS 185/1 et seq., the Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., or any comparable state statute or regulation of any state, which governs the payment of wages;
  - h. Has made an admission of guilt of such conduct as set forth in subparagraphs a. through g. above, which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
  - i. Has entered a plea of nolo contendere to charges of bribery, price-fixing, bid-rigging, fraud, or wage theft as set forth in subparagraphs a. through g. above.
3. *Disqualification of Business Entity:* A person or business entity shall be disqualified if:
  - a. It is convicted, or enters a plea of nolo contendere, or makes an admission of guilt to any act described in subparagraphs 2.a. through 2.i. above.

- b. It employs as an officer any individual who was an officer, with the power to direct or cause the direction of the management and policies of the firm (including the making of obligations or the disbursing of funds), of another business entity at the time the latter committed a disqualifying act. The President, Vice President, Secretary and Treasurer of any business entity each shall be presumed, individually, to have the requisite power to direct or cause the direction of the management and policies of a business entity unless he or she is otherwise restricted through corporate charter provisions, by-law provisions, contracts, or any other formal or informal ~~devices~~devices.
  - c. Any owner who controls directly or indirectly twenty (20) percent or more of the business was an owner who directly or indirectly controlled twenty (20) percent or more of another business entity at the time the latter committed a disqualifying act.
4. *Exceptions:* If a person or business entity is ineligible to contract with the District due to the provisions of ~~Section~~Subsection 1-8-2.A.2.g above, then the person or business entity seeking the contract may submit a request for a reduction or waiver of the ineligibility period to the Purchasing Agent. The request shall be in writing in a manner and form prescribed by the Purchasing Agent and shall include that one (1) or more of the following actions have been taken:
- a. There has been a bona fide change in ownership or control of the ineligible business entity;
  - b. Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation;
  - c. Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default; or
  - d. Other factors that the person or business entity believes are relevant.

The Purchasing Agent shall review the documentation submitted, make any inquiries deemed necessary, request additional documentation where warranted and determine whether a reduction or waiver is appropriate. Should the Purchasing Agent determine that a reduction or waiver of the ineligibility period is appropriate; the Purchasing Agent shall submit its decision and findings to the District Board.

In addition, a using department may request an exception to such period of ineligibility with respect to a particular contract by submitting a written request to the Purchasing Agent, supported by facts that establish that it is in the best interests of the District that the contract be made from such ineligible person or business entity. The Purchasing Agent shall review the documentation, make any inquiries deemed necessary, and determine whether the request should be approved. If an exception is granted, such exception shall apply to that contract only and the period of ineligibility shall continue for its full term as to any other contract. Said exceptions granted by the Purchasing Agent shall be communicated to the District Board.

- 5. *Voiding Contracts:* Any contract or subcontract found to have been awarded in violation of this subsection shall be voidable at discretion of the Forest Preserve District Board of

Commissioners. Payment for work completed at the time of any such voiding shall be at a quantum meruit rate less a twenty-five-percent liquidated damage reserve.

6. *Hearing:* ~~The~~ A Person may appeal the District's determination as to whether that such Person is disqualified under any provision of this Section 1-8-2 of the District's Code, or has made a false statement, ~~shall be made pursuant~~ to the Cook County Department of Administrative Hearings pursuant to Chapter 2, Article IX, of the Cook County Code.
  7. *Appeals:* Decisions of the Cook County Administrative Hearing Department shall be subject to review pursuant to the Illinois Administrative Review Act (735 ILCS 5/3-101 et seq.).
  8. *Bids to Contain Information Herein:* Specifications for all bids shall contain the information contained in this subsection and bidders shall certify that they have read the information contained herein and are not in violation thereof.
- B. *Signatures Required on Contracts:* All contracts for supplies, material or work, over one hundred fifty thousand dollars (\$150,000.00), shall be signed by the President of the Board of Commissioners or by any such other officer as the Board in its discretion may designate. All contracts for supplies, material or work that are one hundred fifty thousand dollars (\$150,000.00) or less, may be signed by the General Superintendent or the Deputy General Superintendent if such contracts do not require board approval and/or do not specifically require the signature of the President of the ~~Board of the Forest Preserve District~~ Board of Commissioners under this Code. Notwithstanding the above, please note exceptions below:
1. The General Superintendent may delegate signature authorization to a Department Head for certain contracts, if the following conditions are met: (i) the contract is for supplies, material, or goods; (ii) the contract is twenty-five thousand dollars (\$25,000.00) or less; (iii) the contract is for a period of one year or less; and (iv) the purchase is consistent with the District's Purchasing Policy, as approved by the Purchasing Agent.
  2. With respect to electronic or online procurements for supplies, material or goods twenty-five thousand dollars (\$25,000.00) or less which do not require a signature, the requisition shall be approved by the Department Head and the purchase order shall be approved by the Purchasing Agent, consistent with the District's Purchasing Policy as approved by the Purchasing Agent.
- C. ~~Purchases Requisitions Purchase Orders:~~ Purchase Orders: All purchases shall be made ~~on requisition via purchase order only, except in cases of emergency, and then upon the authority of the General Superintendent. (See Section 1-8-2(Q)). A requisition purchase order number will be given for the order and the requisition purchase order will be made out after the purchase price has been determined. All requisitions shall be signed or approved in writing by the head of the proper department. The accounting of each department shall be separate and distinct, and all requisitions and vouchers~~ All purchase orders shall be listed and show authority for incurring the liability approved by the Purchasing Agent.
- D. *Effect of Tax or Fee Delinquency:*
1. *Disqualification for Tax and Fee Delinquency:* No person or business entity shall be awarded a contract or subcontract for goods or services with the District if such person or business entity is delinquent in the payment of any tax levied by or fee charged by the

~~District, or Cook County.~~ No person or business entity will be prohibited from entering into a contract or subcontract with the District, pursuant to the foregoing sentence, if such individual or entity is contesting, in accordance with the appropriate procedures, its liability for the tax or fee or the amount of the tax or fee, and if such person or business entity shows proof of the contest to the District.

2. *Statement Under Oath:* Before awarding a contract or subcontract for goods or services, the District shall obtain a statement under oath from the person or business entity that none of the taxes or fees contested, or other taxes or fees, are delinquent. The statement shall agree in substance with the following form:

Verification of Payment of Forest Preserve District of Cook County Taxes and Fees

[Name of Person or Entity] is/are not an owner(s) of real property in Cook County, or a party responsible for the payment of any tax or fee owed to the Forest Preserve District of Cook County or Cook County, for which such tax or fee is delinquent.

[Name of Person or Entity] represents that the following is a complete list of real estate owned by [Name of Person or Entity] in Cook County: [List by Permanent Index Number]

3. ~~— *False Statements:* The effect of any person or entity making a false statement under oath shall be to entitle the District to set off a portion of the contract sum equal to the amount of the tax or fee delinquency. In addition, a twenty-five (25) percent penalty on the amount of the tax or fee delinquency shall be imposed. Making a false statement under oath regarding delinquency shall be a misdemeanor, punishable by a fine of one hundred dollars (\$100.00).~~
4. ~~— *Delinquency During Pendency of Contract:* If during the existence of any contract or subcontract for goods or services between the District and any person or business entity such person or business entity shall become delinquent for nonpayment of taxes levied by or fees charged by the District or Cook County, the District shall be entitled to set off a portion of the contract sum equal to the amount of the tax and fee delinquency, and impose a twenty-five (25) percent penalty on the amount of the delinquent tax or fee.~~
54. *Applicability:* This subsection D. applies to all contracts and subcontracts for goods and services, including: personal services contracts; contracts which are awarded on the basis of a bidding process; contracts which are not awarded on the basis of a bidding process; contracts which originate under the authority of the Purchasing Agent of the District; and contracts which originate from any other office or department of the District. For purposes of this subsection D., "taxes levied and fees imposed" ~~by the District~~ shall mean any and all taxes or fees which are levied, imposed or collected by or on behalf of the District, ~~its officials, or departments~~ Cook County, including, but not limited to, taxes levied on real estate, and fees and charges imposed by ordinance or by law which are payable to the District or Cook County, or an officer or department of the District or Cook County, for any permit, license, service or any other purpose. Taxes and fees shall be construed to include any and all interest and penalties authorized or imposed by law or by ordinance for a late payment or nonpayment of taxes or fees.

Taxes or fees shall be considered delinquent if a claim, notice or demand for payment has been made for such taxes or fees by or on behalf of the District or ~~the~~ Cook County, or any of their officers or agencies, boards, commissions or departments without timely payment, except in those cases where authorized procedures for protesting or contesting

such taxes or fees have been timely and properly initiated and where such protest or contest remains pending.

E. *Bids by Local Business:*

1. The Purchasing Agent shall, in the purchase of all supplies, service and construction above twenty-five thousand dollars (\$25,000.00) and by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than ~~two (2)~~ five percent. (5%).
2. In this section the term "local business" means a person authorized to transact business in this State and having a bona fide establishment for transacting business located within the County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full-time work force within the County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within the County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, fulltime work force within the County. The Purchasing Agent shall be responsible for the implementation and enforcement of this section.

F. — *Recycled Product Procurement Policy:*

1. *Purpose.* This subsection shall be known as the "Cook County Forest Preserve District Recycled Product Procurement Policy." Its purpose is to promote market development of recycled products, recyclable products, and equipment capable of using such materials by establishing preferential purchasing programs applicable to all Forest Preserve District departments and contractors, thereby diverting materials from the solid waste stream.
2. *Policies.* All departments shall whenever practicable use recycled products and recyclable products to meet their demands.
  - a. The Forest Preserve District shall whenever practicable require its contractors and consultants to use recycled products and recyclable products in fulfilling contractual obligations to the Forest Preserve District.
  - b. In procuring designated products pursuant to this subsection, the Forest Preserve District Board of Commissioners shall require recovered material and/or post-consumer material content to be factors in determining the lowest responsive bid in any competitive bidding procurement process.
3. *Definitions.* The following terms shall have the assigned definitions for all purposes under this subsection:
  - a. "Contractor" means any person, group of persons, association, partnership, corporation or other type of business entity which has a contract with the Forest Preserve District or which serves in a subcontracting capacity with an entity having a contract with the Forest Preserve District for the provision of goods and/or services.

- b. "Designated products" means all products that have been or may be identified pursuant to Section 1-8-2.F.4. of this section as products that can be procured with significant levels of recovered materials.
- c. "Purchasing Agent" means the director of the Forest Preserve District's purchasing department or his/her designee.
- d. "Minimum content standards" means standards set by the Forest Preserve District Board of Commissioners, or in their absence, standards or guidelines currently promulgated by the United States Environmental Protection Agency, specifying the minimum level of recovered materials and/or post-consumer material necessary for designated products to qualify as recycled products.
- e. "Paper and paper products" means all items manufactured from paper or paperboard.
- f. "Post-consumer paper material" means paper, paperboard, and fibrous waste including corrugated boxes, newspapers, magazines, mixed waste paper, tabulating cards and used cordage after the point at which they have passed through their end use as consumer items.
- g. "Post-consumer material" means only those products generated by a business or consumer which have served their intended end uses, and which have been separated or diverted from the solid waste stream for the purposes of collection, recycling, and disposition.
- h. "Practicable" means:
  - (1) Able to perform in accordance with applicable specifications;
  - (2) Offered as the low bid under the procedures in Section 1-8-2.F.5.b.;
  - (3) Available within a reasonable period of time; and
  - (4) Maintaining a satisfactory level of competition.
- i. "Recovered material" means material and byproducts which have been recovered or diverted from solid waste, but does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process (such as mill broke or home scrap).
- j. "Recovered paper material" means paper waste generated after the completion of a paper making process, such as post-consumer material, envelope cuttings, bindery trimmings, printing waste, cutting and other converting waste, butt rolls, and mill wrappers, obsolete inventories, and rejected unused stock. Recovered paper material, however, shall not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls (mill broke), or fibrous byproducts of harvesting, extractive or woodcutting processes, or forest residue such as bark.
- k. "Recycled designated product" means a product designated in or pursuant to Section 1-8-2.F.4. of this subsection that meets or surpasses the Forest Preserve District's minimum content standards, and all other criteria for qualification as specified in this subsection.



- l. "Reusable product" means a product that can be used several times for an intended end use before being discarded, such as a washable food or beverage container or a refillable ball point pen.
  - m. "Recycle" or "recycling" means any process by which materials that would otherwise become municipal waste are collected, separated or processed and returned to the economic mainstream in the form of new, reused or reconstituted products, but does not include the recovery of materials for fuel in combustion or energy production processes. For lubricating oil, the term recycling is to be synonymous with re-refining. For toner cartridges, the term recycling is to be synonymous with remanufacture.
  - n. "Recyclable" means that the product is technically capable of being recycled, and that economic markets for collecting and recycling the product exist within a reasonable distance, including steel and plastic.
  - o. "Chlorine-free paper or paper products" means recycled paper in which the virgin content is unbleached or bleached without chlorine or chlorine derivatives, or virgin paper which is unbleached or processed with a sequence that includes no chlorine or chlorine derivatives.
4. *Designated Products and Recycled Designated Products.* For all purposes of this ~~section~~subsection, the products listed in this ~~section~~subsection or added pursuant to it are designated as products that can be readily procured with significant levels of recovered materials. Designated products shall qualify as recycled designated products if they meet minimum content standards established in this chapter. Designated products shall include:
- a. Paper and paper products;
  - b. Compost products;
  - c. Horticultural mulch made with recycled land-clearing and other wood debris;
  - d. Construction aggregates made with recycled cement concrete, tire rubber, glass or asphalt;
  - e. Cement and asphalt concrete containing glass cullet, recycled fiber or plastic, or tire rubber;
  - f. Antifreeze;
  - g. Recycled plastic products, including lumber shapes, refuse carts, traffic cones, insulation, receptacle liners and recycling bins, traffic barriers and office products;
  - h. Retreaded tires and products made from recycled tire rubber, including rubber mats and playfield surfaces;
  - i. Toner cartridges for computer printers;
  - j. Lubricating oil and hydraulic oil with re-refined oil content;
  - k. Insulation products;
  - l. Paint;
  - m. Wood products containing fifty (50) percent or more reused or deconstructed wood;

- n. Carpeting made from recycled fibers;
- o. Office furniture;
- p. All steel products;
- q. Other products as designated by the purchasing agent.

5. *Requirements for Purchasing Contracts.*

- a. Invitations to bid issued by the Forest Preserve District after June 1, 2005, for the purchase of tangible goods shall contain no terms, requirements or specifications prohibiting or discouraging post-consumer or recovered material content, unless a user department provides the purchasing agent with satisfactory evidence that, for technical reasons and for a particular end use, a product containing such materials will not meet reasonable performance standards. In determining the lowest responsive and responsible bid for the purchase of designated products pursuant to invitations to bid issued after June 1, 2005, the purchasing agent shall use the procedures and evaluation criteria specified in this subsection. If the lowest price offered for a recycled designated product is not more than the specified percentage higher than the lowest offered price for that same designated product that is not recycled, the offered price for the recycled designated product shall be considered the low bid if such bidder is otherwise responsive and responsible. The specified percentage will not be less than ten (10) percent. However, nothing contained in this subsection shall preclude user departments from requiring post-consumer or recovered material content as a bid specification.
- b. Each contractor supplying the Forest Preserve District with recycled designated products pursuant to an invitation to bid process initiated after June 1, 2005, shall provide acceptable certification from all product manufacturers that the products being supplied meet or surpass Forest Preserve District minimum content standards, and shall agree to reasonable verification procedures specified by the purchasing agent.
- c. Invitations to bid issued after June 1, 2005, for designated products, whether recycled or not, shall require the bidders, if awarded a purchasing contract, to provide quarterly summaries of the quantities purchased by user departments, unless the purchasing agent determines that this requirement would significantly reduce the number of bids received by the Forest Preserve District.
- ~~d. —Invitations to bid issued after June 1, 2005, for designated products, whether recycled or not, shall require the bidders, if awarded a purchasing contract, to provide quarterly summaries of the quantities purchased by user departments, unless the purchasing agent determines that this requirement would significantly reduce the number of bids received by the Forest Preserve District.~~
- ~~e. The Forest Preserve District shall not purchase any item whose original manufacturer places restrictions on the remanufacturing of such item by other businesses.~~

6. *Rules and Regulations for Procurement of Paper and Paper Products.*

- a. The Forest Preserve District recycled paper procurement goal for user departments (expressed as percentage of the total volume of paper purchased) shall be not less

than sixty (60) percent by 2006 and thereafter. Each department shall be responsible for making its best effort to meet or surpass these goals.

- b. The purchasing agent shall adopt minimum content standards for recycled paper products by June 1, 2005. Minimum content standards shall, at minimum, be consistent with standards presently promulgated by the United States Environmental Protection Agency, unless the purchasing agent determines that a different standard would significantly increase recycled product availability or competition.
- c. The purchasing agent shall use a percentage factor of at least ten (10) percent in the process of determining the lowest responsive and responsible bidder for paper and paper products. For paper or paper products which are both recycled and chlorine-free, the percentage factor will not be less than fifteen (15) percent. The purchasing agent may elect to establish higher percentages to meet the goals set forth in subsection (a) herein.
- d. All imprinted letterhead paper, copy paper, computer printer paper, and note pads used by Forest Preserve District departments shall be recycled paper containing at least thirty (30) percent post-consumer content.
- e. Printing press services provided by the Forest Preserve District or purchased by the Forest Preserve District from an outside vendor shall utilize soy or other vegetable-based inks. If lithographic ink is used in printing performed by the Forest Preserve District or in printing services purchased by the Forest Preserve District from an outside vendor, the ink shall contain not less than the following percentages of vegetable oil:
  - (1) News ink, forty (40) percent;
  - (2) Sheet-fed and forms ink, twenty (20) percent;
  - (3) Heat-set ink, ten (10) percent.High quality color process printing on high speed heat-set presses is excepted when slow drying time significantly increases production costs.
- f. Departments shall publicize the Forest Preserve District's use of recycled paper by printing the words "Printed on Recycled Paper" on all letterhead paper and on the title page of all reports printed on recycled paper.
- g. To reduce the volume of paper purchased, departments shall use both sides of paper sheets whenever practicable.
- h. The purchasing agent may enter into joint purchasing with other local and state agencies to reduce the cost of recycled paper product purchases.
- i. All bids for new equipment and services shall include language that will encourage the use of recycled paper and paper products, wherever practicable.
- ~~j. The Forest Preserve District shall phase in equipment to facilitate the use of recycled paper products, wherever practicable.~~
- ~~k. In instances where recycled paper and paper products may void existing warranties, service agreements, or contracts, recycled paper and paper products shall not be specified.~~

~~l. Requests for proposal issued by the Forest Preserve District after June 1, 2005, shall require all proposed contractors or consultants submitting proposals to agree to the following as a precondition to contract awards:~~

~~(1) All reports submitted to the Forest Preserve District or its departments by a contractor or consultant in fulfillment of contract obligations shall use recycled paper when it is available at a reasonable price. For the purpose of this paragraph, the price of recycled paper shall be considered "reasonable" if its cost is no more than ten (10) percent higher than the lowest price offered for non-recycled paper.~~

~~(2) Reports submitted to the Forest Preserve District or its departments shall use both sides of paper sheets whenever practicable.~~

~~(3) The contractor or consultant shall maintain records of purchased paper and paper products, including product description, supplier, and amount purchased, unit prices, and justifications for any use of non-recycled paper. This information shall be submitted to the user department before contract expiration, according to procedures to be established by the purchasing department. The contractor or consultant shall be responsible for maintaining records and submitting the aforementioned information for all of its subcontractors or sub-consultants.~~

~~m. Printing services purchased by the Forest Preserve District from outside vendors shall be on recycled paper containing at least thirty (30) percent post-consumer content.~~

~~7. *Annual Report.* The purchasing agent shall submit to the Forest Preserve District Board of Commissioners by each year on June 1 a report evaluating the results of the procurement program for the preceding fiscal year, including the following components:~~

~~a. Quantities of designated products purchased by departments;~~

~~b. Quantities and types of recycled products purchased;~~

~~c. Prices and relative quantities purchased of recycled and non-recycled designated products;~~

~~d. A determination as to whether minimum content standards should be changed or remain the same;~~

~~e. An assessment of the effectiveness of the procurement program and an evaluation of program goals;~~

~~f. Recommendations for changes in procurement policy, including designation of additional products.~~

~~8. *Responsibilities and Reporting Requirements of Departments.* All user departments are responsible for:~~

~~a. Purchasing and using recycled products whenever practicable;~~

~~b. Documenting any technical problems that preclude the use of recycled products;~~

~~c. Providing written explanations to the purchasing agent for not purchasing recycled products;~~

~~d. Conducting comparative tests of the performance of recycled products and non-recycled products, as requested by the purchasing agent;~~

~~e. Transmitting to contractors, upon their request, information about their recycled products and vendors;~~

~~f. Collecting information from contractors about their designated product purchases before contract expiration dates;~~

~~g. Informing the purchasing department of potential uses of recycled products by contractors.~~

~~9. *Responsibilities of the Purchasing Department.* The purchasing department is responsible for:~~

- ~~a. — Disseminating recycled product information to departments;~~
- ~~b. — Assisting departments in resolving problems and complaints concerning recycled product performance or availability;~~
- ~~c. —~~ a. Revising or amending standard bid documents and contract language where necessary to implement this ~~subsection;~~division.
- ~~d. — Collecting data on departmental purchases of~~ b. Working with Using Departments and any employees designated products on Forest Preserve District purchase orders;
- ~~e. — Preparing bid invitations for recycled products;~~
- ~~f. — Adopting and updating by the General Superintendent to work on green initiatives, adopt and update minimum content standards or other specifications for designated recycled products.~~

408. *Exemptions.* Nothing in this subsection shall be construed as requiring a department or contractor to procure products that do not perform adequately for their intended end use or are not available at a reasonable price in a reasonable period of time.

449. *Effective Date of Subsection.* This subsection shall apply to all Forest Preserve District procurement processes, including invitations to bid and requests for proposals, initiated after June 1, 2005.

4210. *Severability.* Should any section, subsection, paragraph, clause or phrase of this subsection be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portion of this subsection.

43.— 11. *Third Party Rights.* Nothing herein shall entitle any third party to challenge the award of any contract by the Forest Preserve District to any contractor or subcontractor, nor otherwise create rights in any bidder or prospective contractor.

G. — Cook County Resident Employment Requirement: For any construction project advertised, or if not advertised, awarded, after the effective date of this ordinance having an estimated contract value of one hundred thousand dollars (\$100,000.00) or more, funded solely with Forest Preserve District of Cook County funds, and where not otherwise prohibited by federal or state law, the total hours worked by persons on the site of the construction project by employees of the contractor or subcontractors shall be performed at least fifty (50) percent by actual residents of the County of Cook. The Purchasing Agent shall be responsible for the implementation and enforcement of this section.

H. *Contracts for Supplies, Material and Work:* All contracts for supplies, materials and equipment and contractual services for the District shall be let as ~~herein provided. All contracts for~~ in this Section 1-8-2 (Contracts and Purchases). Except as otherwise expressly provided by this Code, no supplies, materials and/or equipment and/or contractual services for shall be purchased or contracted for by any office, department, institution or agency of the District which involve an expenditure of more than one hundred fifty thousand dollars (\$150,000.00) shall be approved by, or by any officer or employee thereof, but all such supplies, materials, equipment or contractual services shall be purchased or contracted for by the Board of Commissioners and signed District Purchasing Agent in accordance with Section Subsection 1-8-2.B of this Code(I) below.

I. *Powers and duties of Purchasing Agent:* The District Purchasing Agent shall, pursuant to the terms, exceptions, or restrictions established by this Code and the President and Board of Commissioners:

1. Purchase or contract for all supplies, materials and equipment, and contractual services required by any ~~Office~~office, department, institution or agency of the District subject to the provisions, restrictions and limitations of this Subsection;
2. Establish and enforce standard and non-standard specifications established in accordance with this Subsection which shall apply to all supplies, materials and equipment purchased for the use of any ~~Office~~office, department, institution or agency of the District;
3. Transfer to or between, and/or assign to the various offices, departments, institutions or agencies of the District and the Forest Preserves Foundation (as an approved Donee), or otherwise trade in and/or sell supplies, materials and equipment that are surplus, obsolete, abandoned, or unusable, except for such property which has been approved for donation as a charitable contribution per Section 1-8-2(O) below;
4. Have charge of such other purchasing activities as the Board of Commissioners may assign from time to time;
5. Distribute or cause to be distributed to the various ~~Offices~~offices, departments, institutions or agencies of the District all supplies, materials and equipment purchased by the Office of the Purchasing Agent;
6. ~~Require~~ Subject to any exceptions noted herein, require all vendors to submit a notarized certification or affidavit of their compliance with all applicable requirements imposed by this Subsection, Section 1-8-2, or other provisions of the District's Code of Ordinances, on forms promulgated by the Purchasing Agent, which. All vendors must complete to the satisfaction of the Purchasing Agent all applicable forms, certifications, affidavits, disclosures, and other documents. Such documentation shall include, but shall not be limited to: without limitation, an affirmation that the vendor is a registered business in good standing with the State of Illinois an applicable state, and, in the case of a contractor operating under an assumed name, with the County Clerk, and an affirmation and/or other applicable agency. All vendors must submit satisfactory evidence of compliance with any insurance requirements established by the Purchasing Agent.

Subject to applicable county, state, or federal law, the Purchasing Agent may waive the requirement for a vendor to complete certain forms, certifications, affidavits, disclosures, and other documents, required by either this Code of Ordinances or the Purchasing Agent, in the following instances: (i) with respect to Section 1-8-2(U) of this Ordinance (Child Support), Section 1-8-2(D) of this Ordinance (Taxes and Fees) and that said vendor is in compliance with the District's Ethics Act including the provisions regarding receiving and soliciting gifts and favors as well as the limitations of contributions to candidates and elected officials and an economic disclosure statement disclosing all persons or entities who have made lobbying contacts on behalf of the the purchase of materials, goods, equipment, or supplies for twenty-five thousand dollars (\$25,000.00) or less from a single vendor in a fiscal year by a District Department; and (ii) with respect to the contract purchase of services for five thousand dollars (\$5,000.00) or less from a single vendor in a fiscal year by a District Department. Any such waivers by the Purchasing Agent shall be provided on a non-discriminatory, non-arbitrary, and reasonable basis.

~~Except as otherwise expressly provided by law, no supplies, materials or equipment or contractual services shall be purchased or contracted for by any Elected Official, department, institution or agency of the District, or by any officer or employee thereof, but all such supplies, materials, equipment or contractual services shall be purchased or contracted for by such Purchasing Agent in accordance with this Subsection.~~

J. *Rules and Regulations:* The Purchasing Agent, shall adopt, promulgate, and from time to time amend the rules and regulations for the proper conduct of his/her office. The Purchasing Agent is hereby authorized to adopt appropriate forms and procedures.

K. *No Delegation of Power to Act for Expenditure Exceeding \$150,000.00:* The Purchasing Agent may authorize, without board approval, the following: (i) the award of a contract in an amount not to exceed one hundred fifty thousand dollars (\$150,000.00), subject to any applicable limitations on contract terms (see Section 1-8-2(L) below), and (ii) the expenditure of public money to a single vendor in a fiscal year by a District Department in an amount not to exceed one hundred fifty thousand dollars (\$150,000.00). The Purchasing Agent shall have the authority to approve purchase orders in an amount not exceeding one hundred fifty thousand dollars (\$150,000.00) to the same vendor in a fiscal year by a District Department without Board approval.

The Purchasing Agent may approve an amendment to a contract, without prior Board approval; subject to the following conditions: (a) that such amendment does not increase the original amount of the contract by more than five thousand dollars (\$5,000.00) or ten (10) percent of the original contract amount, whichever is greater; and (b) if contract has not already been approved by the District Board of Commissioners, that the amendment does not cause the contract amount to exceed one hundred fifty thousand dollars (\$150,000.00) during the term of the contract, as amended.

~~The Board of Forest Preserve Commissioners shall have no power or authority to delegate to any committee or other person or persons the "power to act," when such "power to act" shall involve the letting (i) the award of any contract or the expenditure of public money in an amount exceeding the sum of one hundred fifty thousand dollars (\$150,000.00), and/or (ii) the expenditure of public money to a single vendor in a fiscal year by a District Department in an amount exceeding one hundred fifty thousand dollars (\$150,000.00); except in the following instances: the payment of public utility bills; and; the payment of rent, pursuant to the provisions of a lease previously approved by the District Board; payment of insurance premiums; agreements and other documents necessary to carry out grant-funded projects or other board authorized transactions. Any action of the Board, or of any committee thereof, or of any other person or persons in violation of this section shall be null and void. No money shall be appropriated or ordered paid by the District Board, beyond the sum of one hundred fifty thousand dollars (\$150,000.00) unless such appropriation shall have been authorized by a vote of the majority of the members elected to the District Board. No officer of the District, or other person shall incur any indebtedness on behalf of the District, unless first authorized by the District Board. The Purchasing Agent shall have the authority to approve purchase requisitions in an amount not exceeding one hundred fifty thousand dollars (\$150,000.00) without Board approval.~~

~~The Purchasing Agent may approve an amendment, without prior Board approval, to a contract once; provided that such amendment does not increase the amount of the contract by more than five thousand dollars (\$5,000.00) or ten (10) percent of the contract amount, whichever is greater, and provided that the amendment does not cause the contract amount or the total expenditures associated with such contract to equal or exceed one hundred fifty thousand dollars (\$150,000.00) during the term of the contract, as amended.~~

- L. *Contracts for a Period Exceeding ~~One Year~~ Three Years:*
1. The Purchasing Agent of the District is hereby empowered and authorized to enter into contracts for the purchase of goods and services for a period not to exceed one (1) year or more, subject to three (3) years, provided the value or amount of such contracts do not require board approval of the Board of Commissioners of the District, per Section 1-8-2(K).
  2. ~~—~~ Contracts for the purchase of goods and/or services with a term that exceeds three (3) years shall be subject to the approval of the Board of Commissioners of the District. Any such contract approved by the District Board and entered into by the District which is in excess of one (1) year or more, shall be a valid and binding obligation of the District.
  3. The Purchasing Agent shall have authority to enter into contracts for a period authorized by the Board, and may establish the commencement and expiration dates of any contract as necessary to permit the contract to commence upon the date of execution of the contract unless another date is specified in the contract documents. ~~The Subject to Section 1-8-2(K), the Purchasing Agent may extend a contract once in up to a twelve-month period year beyond the board approved term, or if the contract did not require board approval, up to a year provided that such extension does not extend cause the contract for more than sixty (60) days.~~ term to exceed three (3) years.
- M. *Competitive Bidding Contracts:* The purchases of contracts for supplies, materials, equipment and contractual services over twenty-five thousand dollars (\$25,000.00) shall be based on competitive bids or shall be based on competitive requests for proposals or requests for qualifications as provided in Section 1-8-2(N).
1. *Advertising for Bids:* The Purchasing Agent shall post notification of the competitive bid on the Purchasing Agent's page of the District's web-site, located at [www.fpdcc.com](http://www.fpdcc.com).
  2. *Development and Approval of Specifications and Contract Terms:* The Using Department shall provide to the Purchasing Agent draft contract documents which shall include a description of the services or supplies to be procured, any minimum bidder qualifications, a description of the environment within which a successful bidder may be required to perform a site inspection, cost proposal information and any other information requested by the Purchasing Agent in order to prepare and finalize the bid specifications and contract documents. The Purchasing Agent may revise the draft documents prior to finalizing and issuing the contract documents.
  3. *Pre-Bid Conferences:* The Using Department shall include the details of any pre-bid conferences in the draft contract documents submitted to the Purchasing Agent. Any changes to the date, time or place of a pre-bid conference must be communicated in writing, not less than three (3) business days prior to the originally scheduled Bid Opening, to the Office of the Purchasing Agent. The Purchasing Agent will issue an Addendum to all entities or persons registered as having picked up a ~~who accessed the online Bid Package by the Office of the Purchasing Agent.~~
  4. *Requests for Information, Clarifications or Exceptions to Contract Documents:* As provided in the Instructions to Bidders, all requests for information, clarification or exceptions submitted by bidders must be directed in writing only to the Purchasing Agent, not less than three (3) business days prior to the Bid Opening. Upon receipt of such a



request, the Purchasing Agent's Office will determine if a response will be provided. If a Using Department receives a written inquiry, it shall be forwarded to the Purchasing Agent immediately. If the Using Department receives an oral inquiry, the prospective bidder shall be referred to the Instructions to Bidders which require that all inquiries be submitted in writing to the Purchasing Agent.

5. *Communications with Bidders During Bid Process:* From the time a Bid Package is made available until the recommendation for award of the contract is approved ~~by the Board as required in this Section 1-8-2,~~ all communications from bidders must be directed in writing to the Purchasing Agent. All responses to inquiries regarding the status of a bid evaluation or award shall be provided by the Office of the Purchasing Agent in accordance with approved procedures.
6. *Bids to Conform to Conditions in Advertisements:*
  - a. ~~The~~Neither the District Board nor the Purchasing Agent will ~~not~~ entertain or consider any bid:
    - (1) — Received after the exact time for submission of bids specified in the advertisement for bids, except as may be extended in an Addendum issued to all bidders by the Purchasing Agent;
    - (2) — Not accompanied by the required certified check; bid deposit; or bid, performance or payment bond (which bond requirement may be satisfied by a Surety's Statement of Qualifications for Bonding, with the actual Bond to be provided within fourteen (14) days of the award of the Bid); bid; or
    - (3) — ~~Not accompanied by the affidavits, certifications or economic disclosure statements required to be submitted pursuant to this Ordinance; or~~
    - (4) — Which in any other way materially fails to fully comply with the terms and conditions ~~of as~~ stated in the advertisement for bids.
  - b. No bid may be changed, amended, or supplemented in any way after the exact time for submission of bids specified in the advertisement for bids. ~~Any bidder that cancels, withdraws, or modifies its modification of a bid after the bid opening by a bidder, will result in the bidder being deemed unqualified and will prohibit said bidder from receiving a District contract for a period of one (1) year from the date of bid opening. No certified check; bid deposit; or bid, performance or payment bond (which bond requirement may be satisfied by a Surety's Statement of Qualifications for Bonding, with the actual Bond to be provided within fourteen (14) days of the award of the Bid) may be accepted after the exact time for submission of bids specified in the advertisement for bids;~~
7. *Examination and Tallying of Bids:* All bids shall be opened and tallied at a time predetermined by the ~~President. The bids shall then be reported to the District Board at the next meeting after the opening thereof.~~Purchasing Agent. If it is evident that only one (1) qualified bid has been submitted with respect to a particular contract, no bid envelope is opened and any sealed bid(s) shall be returned to the bidder(s) via mail unopened. The Purchasing Agent announces this fact and that the Purchasing Agent will thereafter determine whether to re-issue the solicitation of competitive bids as a result. ~~The~~If the solicitation will be re-issued, then the Purchasing Agent will ~~then~~ schedule a second bid

opening date to allow for the contract to be re-bid. If it is determined that an error was made in announcing ~~the Bid~~ a bid or there was a failure to read all bids into the record, the Purchasing Agent shall ~~notify the Secretary of~~ advise the Board of ~~the need~~ such error or failure prior to reconvene the Bid Opening to correct any required Board approval. If Board approval is not required, then the Purchasing Agent shall document the error or failure and include in the record. As soon as reasonably possible, the Bid Opening is reconvened for the purpose of correcting the record. of such bid.

8. *Evaluation of Bids:* ~~Immediately~~ Promptly after the Bid Opening, a post bid meeting shall be scheduled wherein the Using Department reviews bids for technical specifications and other requirements. The time intervals required to evaluate bids are not always predictable. Bidders are responsible for monitoring the web-site or, if they lack web access, for calling the Office of Purchasing Agent in order to ascertain to whom the bid has been awarded.
9. *Contract Award and Execution:* ~~The~~ For bids that require Board approval, the final recommendation for award shall be transmitted to the Board, through its Finance Committee, for approval of the recommendation for award and execution of a contract with the approved bidder. The Purchasing Agent shall ensure that all required certifications, affidavits, and disclosures are executed and all due diligence is performed prior to the request to award and execute the contract.
10. *Right to Reject Bids Reserved:* The District Board reserves the right to reject any bid for cause.

N. *Requests for Proposals or Requests for Qualifications:*

1. — For contracts twenty-five thousand dollars (\$25,000.00) or less for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, the vendors shall be selected by either, at the Purchasing Agent's sole discretion, (a) at least, whenever practical, three (3) quotes accompanied by proposals or qualifications, or (b) the process outlined in this Section 1-8-2(N) – Requests for Proposals or Requests for Qualifications for contracts over twenty-five thousand dollars (\$25,000.00). If the first option is chosen then the Using Department shall recommend that the District enter into a contract with the responsible proposer whose proposal or qualifications is determined in writing to be the most advantageous to the District, taking into consideration price, qualifications and the evaluation factors set forth in the request for proposals/qualifications. The Using Department shall document the results of its evaluation and the reasons for its recommendation to the Purchasing Agent.
2. Contracts over twenty-five thousand dollars (\$25,000.00) which by their nature are not adaptable to award by competitive bidding, such as contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part; contracts for printing of Finance Committee pamphlets, controllers estimates, and departmental reports; contracts for the printing or engraving of bonds, tax warrants and other evidence of indebtedness; contracts for utility services such as water, light, heat, telephone, or telegraph; and contracts for the purchase of magazines, books, periodicals, and similar articles of an educational or instructional nature, and the binding of such magazines, books, periodicals, pamphlets, reports, and

similar articles shall not be subject to the competitive bidding requirements of this Section- 1-8-2.

23. Criteria for use of requests for proposals or requests for qualifications: Proposals for contracts over twenty-five thousand dollars (\$25,000.00) not adaptable to competitive bidding shall be solicited through the issuance of requests for proposals ("RFP") or requests for qualifications ("RFQ") unless otherwise approved by the District Board. RFPs and RFQs are appropriate when competitive bidding is not practicable or advantageous to the District. RFPs and/or RFQs may result in the negotiation of a contract with one (1) or more proposers selected as the result of an evaluation process which includes the simultaneous consideration of multiple evaluation factors.
34. Notification: In order to issue an RFP or RFQ, the Using Department must notify the Purchasing Agent in writing that it intends to issue a RFP or RFQ.
45. Prescribed content of RFPs and RFQs: All RFPs and/or RFQs shall include such forms and provisions as shall be issued from time to time by the Office of the Purchasing Agent. ~~These forms shall include, but not be limited to: Instructions to Proposers; General Conditions; Forest Preserve District Certification and Execution Forms and a Proposer Registration Form and all additional documents as required.~~ The Using Department shall be responsible for developing appropriate special conditions, a proposer questionnaire and a cost proposal form.
56. Review prior to issuance: RFPs and/or RFQs shall be submitted to the Office of the Purchasing Agent and Legal Department for review prior to their issuance. In addition to the direct transmittal of the RFP or RFQ to potential firms or individuals, all RFPs and RFQs shall be posted on the District's web-site.
67. Opening of Proposals/Qualifications: Proposals and qualifications submitted in response to the RFPs and RFQs: ~~The RFPs or RFQs shall be opened in the presence of one (1) or more witnesses after the designated date for submission. A list of firms or individuals offering proposals or responding to RFQs shall be submitted~~ submitted directly to the Purchasing Agent within twenty-four (24) hours of by the due date and time indicated on the RFP or RFQ opening. The contents of the ~~RFP or RFQ~~ proposal/qualification shall not be disclosed to competing offerors during the process of negotiation. Any proposer that cancels, withdraws or modifies its proposal/qualification after the ~~proposal~~ due date and time for such proposal/qualification without District approval will ~~result in the proposer being~~ be deemed unqualified and will prohibit said proposer be prohibited from receiving a District contract for a period of one (1) year. A record of proposals/qualifications shall be prepared and shall be open for public inspection after contract award.
78. Evaluation: The Using Department shall identify the factors to be used in evaluating proposals/qualifications, which information shall be set forth in the RFP or RFQ. These factors include, but are not limited to, price, experience and qualifications of the proposer, the quality and cost effectiveness of the proposal/qualification, and the demonstrated willingness and ability of the proposer to satisfy the requirements of the District as described in the request. Proposers shall be accorded fair treatment with regard to evaluation of their proposals/qualifications. The Using Department shall evaluate proposals/qualifications and shall conduct any negotiations of a possible contract with one (1) or more proposers.

~~8. Discussions: As provided in the RFP or RFQ, discussions may be conducted with responsible offerors who submit proposals determined to have the greatest likelihood of being selected for a contract for~~9. Discussions: For the purpose of clarifying and assuring full understanding of and responsiveness to the District's requirements. All, discussions, as provided in the RFP or RFQ, may be conducted with responsible offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of who submit proposals./qualifications determined to have the greatest likelihood of being selected for a contract. Revisions to proposals/qualifications may be permitted after submission and before a recommendation for award is made to the Board of Commissioners 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. Once an offer has been recommended to the Board of Commissioners, the Using Department, Purchasing and Legal Department shall finalize the contract terms for the Board's execution consideration/qualifications submitted by competing offerors.

~~9.~~10. Recommendations: The Using Department shall recommend that the District enter into a contract with the responsible proposer whose proposal or qualifications is determined in writing to be the most advantageous to the District, taking into consideration price, qualifications and the evaluation factors set forth in the request for proposals.RFP or RFQ. The Using Department shall document the results of its evaluation and the reasons for its recommendation to the Purchasing Agent. The Using Department shall be responsible for requesting the Board of Commissioners to authorize a contract with the recommended proposer. The authorization if such approval is required based on the amount, length, or other terms of the District Board of Commissioners to enter into a contract shall not result in a contract unless and until the Board has authorized. If the execution of recommended proposer is approved by the final contract documents upon the request of Board or the Purchasing Agent. The Purchasing Agent's request to the Board for, as applicable, then contract execution shall be subject to the proposed contractor's compliance with all applicable laws and District procedures and to the Purchasing Agent's review of the subject contract.

~~40.~~11. The Purchasing Agent is expressly authorized to procure from any Federal, State or local government unit or agency thereof such surplus materials, supplies, commodities, or equipment as may be made available through the operation of any legislation heretofore or hereinafter enacted without conforming to the competitive bidding requirements of this article. Regular employment contracts in the District service, whether with respect to the classified services or otherwise, shall not be subject to the provisions of this article, nor shall this article be applicable to the granting or issuance pursuant to powers conferred by laws, ordinances, or resolutions or license, permits, or other authorization by the District Board, or by departments, offices, institutions, boards, commissions, agencies or other instrumentalities of the District, nor to contracts or transactions, other than the sale or lease of personal property pursuant to which the District is the recipient of money.

O. *Purchase Procedure:*

1. ~~—Purchases exceeding \$25,000.00: The purchases of and contracts for supplies, materials, equipment and contractual services and all sales of personal property, equipment or other property which has become obsolete or unusable shall be based on competitive bids, except as provided in subsections 5.a. and 6. of this section. If the amount involved is estimated to exceed twenty five thousand dollars (\$25,000.00), sealed bids shall be solicited by public notice on the District's web site. Such notices shall include a general description of the commodities or~~

~~contractual services to be purchased or personal property, equipment or other property to be sold and shall state where all blanks and specifications may be obtained and the time and place for the opening of bids.~~ Purchases of \$1,000.00 or less: Purchases of goods, supplies, or materials of one thousand dollars (\$1,000.00) or less in a fiscal year to a single vendor by a District Department may be made without obtaining competitive quotes or bids.

- ~~2. Purchases of \$750.00 or less: Purchases, excluding professional services, having a cost of seven hundred fifty dollars (\$750.00) or less may be made with "direct pay voucher" in the open market.~~
- ~~3. Purchases greater than \$750.00 and~~ 2. Purchases equal to or less than \$25,000.00: Except as otherwise provided in subsections N and P of this section Section 1-8-2 of the District's Code, all purchases of, and contracts for supplies, materials, equipment and contractual services ~~and all sales of personal property, equipment~~ equal to or other property greater than seven hundred fifty dollars (\$750.00) and less than twenty-five thousand dollars (\$25,000.00) shall be based on competitive bids solicited by upon, in the Purchasing Agent via Agent's sole discretion, either (i) competitive sealed bids solicited by public notice on the District's web-site, or (ii) at least three competitive quotes, whenever practicable, and solicited as otherwise prescribed by the Purchasing Agent. Such bids, in order to be considered shall be submitted solely and directly to the Purchasing Agent and shall be rejected automatically if not submitted as directed by the Purchasing Agent.
3. Purchases exceeding \$25,000.00: Except as otherwise provided in this Section 1-8-2 of the District's Code, the purchases of and contracts for supplies, materials, equipment and contractual services greater than twenty-five thousand dollars (\$25,000.00) shall be based on competitive bids solicited by public notice on the District's web-site. Such notices shall include a general description of the commodities or contractual services to be purchased and shall state the time and place for the opening of bids.
- ~~4. Authorization for purchases over \$150,000.00: No purchases, orders or: Purchases and contracts of one hundred fifty thousand dollars (\$150,000.00) or more shall be made unless authorized by either the District Board. All sales of obsolete or unusable material, property, or equipment shall be made to the highest bidder, except as provided for in subsections N and P of this or Purchasing Agent in accordance with Section 1-8-2(K), 1-8-2(L), and any other applicable section of this Section 1-8-2.~~
- ~~5. Determination of award: All~~ Except as set forth in Section 1-8-2(N), 1-8-2(P), or any other applicable section of this Section 1-8-2, all purchases, orders, or contracts, except those which by their nature are not adaptable to award by competitive bidding, shall be awarded to the lowest responsible bidder, taking into consideration the qualities of the articles supplied, their conformity with the specifications, their suitability to the requirements of the District and the delivery terms. In the determination of the award to the lowest responsible bidder, nothing herein shall be interpreted to preclude an award to a bidder other than the lowest actual bidder if such an award is made in furtherance of affirmative action policies adopted by the District Purchasing Agent for the promotion of nondiscriminatory hiring practices and equal employment opportunity. Provided, however, that the and allowed by law. The award of all contracts shall be responsible and reasonable. Any bid may be rejected and new bids may be solicited if the public interest is served thereby. Each bid, with the name of the bidder, shall be entered on a record with the successful bid indicated thereon. After the award of the purchase, order, or contract, said

record shall be open to public inspection. A copy of all contracts shall be filed with the District Legal Department and Purchasing Agent.

6. *Distribution of assets:*

a. —Pursuant to Section 1-8-2(I), the Purchasing Agent is authorized to trade in and/or sell supplies, materials and equipment that are surplus, obsolete, abandoned, or unusable. Any such sale shall be made to the highest bidder. The Purchasing Agent, in conjunction with the applicable District department(s), is further authorized to approve or deny the distribution of supplies, materials and equipment that have been declared unusable, surplus, abandoned, and/or obsolete per Section 1-8-2(I) above (hereinafter referred to collectively as "assets" for purposes of this Subsection 6) as charitable donations. Assets may be designated for distribution as charitable donations as specifically authorized by State of Illinois statute(s), or if:

- (1) A determination has been made that the assets are not needed by any department or division of the District;
- (2) The assets are of a type that would provide a beneficial service in the medical, education, public safety, social services, environmental, and/or conservation fields; and
- (3) The recipient of the assets is a legitimate nonprofit organization, or a local or foreign governmental entity.

b. The assets shall be transferred by an appropriate instrument of transfer, which shall include:

- (1) A provision that requires the recipient to use the property in a manner that primarily promotes the implementation or improvement of services available to the public via the medical, education, public safety, social services, environmental, and/or conservation fields; and
- (2) A provision that indicates that ownership of the assets automatically reverts to the District if the entity at any time fails to use the property in that manner.

P. ~~Sole Source Procurements: Contracts~~ Procurements of supplies, equipment, goods or services may be awarded made without use of one of the competitive sealed bidding, RFP or RFQ process when processes if there is either only one (1) economically feasible source or there is a need for the item. Sole unique or specialized skill, experience, or ability possessed by a particular source contracts. The using department must be indicated clearly and certified as sole source by both the Using Department and submit a letter to the Purchasing Agent prior to District justifying the sole source procurement, and provide any other documents or information required by the Purchasing Agent. No contracts that exceed twenty-five thousand dollars (\$25,000.00) shall be made on a sole source basis unless authorized by the District's Board of Commissioners. For sole source procurements that require Board approval, the Purchasing Agent shall provide the using department's letter of justification to the Board of Commissioners.

Q. *Emergency Purchases:* The Purchasing Agent may make emergency procurements without competitive sealed bidding, RFP or RFQ process, or prior approval of the Board when there exists a threat to public health or public safety, or when immediate expenditure is necessary

for repairs to District property in order to protect against further loss of or damage to District property, to prevent, or minimize serious disruption in District services, or to ensure the integrity of District records. Emergency procurements shall be made with as much competition as is practicable under the circumstances. A written description of the basis for the emergency and reasons for the selection of the particular contractor shall be included in the contract file. Said emergency purchases shall be communicated to the Board within five (5) business days of procuring said emergency purchases provided such purchases exceed one hundred fifty thousand dollars (\$150,000.00).

R. —~~Preference to Citizens on Public Works Projects: The Purchasing Agent shall specify in the call for bids in any contract for public works that such contractors bidding on public works contracts of the District shall conform to the Public Works Preference Act (30 ILCS 560/0.01 et seq.). The Purchasing Agent in awarding the contract shall cause to be inserted in the contract a stipulation to the effect that the contractor shall conform to such Act.~~ [Section Deleted].

S. *Responsible bidder for bids for construction, maintenance, and repair of public works* shall mean a bidder who meets all of the job specifications, the following applicable criteria, and submits evidence of such compliance:

1. ~~All~~ Complies with all applicable laws prerequisite to doing business in the State of Illinois;
2. ~~Evidence of compliance with:~~
  - a. ~~Has, as applicable, a Federal Employer Tax Identification Number or Social Security Number (for individuals);~~
  - b. ~~Provision of Section 2000(E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer Provisions);~~
3. ~~Certificates of insurance indicating the following coverage: general liability, workers compensation, completed operation, automobile, hazardous occupation, product liability and professional liability insurance.~~ Meets any applicable insurance requirements in the bid documents;
4. ~~Compliance~~ Has certified that it is in compliance with all provisions of the Illinois Prevailing Wage Act, ~~including wages, medical and hospitalization insurance, and retirement for those trades covered in the Act.~~ and State and Federal equal employment opportunity laws;
5. ~~Active~~ Has active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the awarded contract for all bidders, General Contractors, and/or subcontractors; and
6. ~~Certified~~ Has agreed to provide certified payrolls as specified in ~~820 ILCS 130/5 for all contractors and subcontractors~~ the Illinois Prevailing Wage Act.

For purposes of this Section 1-8-2(S), the terms "public works" and "construction" shall have the meanings set forth in the Illinois Prevailing Wage Act, 820 ILCS 130/2. Moreover, it is expressly understood that the term "public works" shall not include snow removal, landscaping,

tree trimming, and tree removal unless such activities are done in conjunction with, or in preparation for, new construction or the repair, maintenance, assembly or disassembly of equipment owned or leased by the District.

T. *Living Wage:*

1. Unless expressly waived by the District Board, not less than a living wage shall be paid to each employee of any employer that is awarded a contract or subcontract with the District.
2. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Contract* means any written agreement requiring Board approval whereby the District is committed to expend or does expend funds in connection with any contract or subcontract which requires in the performance thereof the employment of any number of full time non-District employees, including, but not limited to, the following classifications: cashier, clerical, custodial, day laborer, elevator operator, and security guard. The term "contract" shall not include contracts with not-for-profit organizations or community development block grants.

~~*Contracting agency* means the Forest Preserve District of Cook County.~~

*Eligible contractors* means any person or business entity awarded a contract or subcontract by the District which requires in the performance thereof the employment of any number of full time non-District employees, including, but not limited to, the following classifications: cashier, clerical, custodial, day laborer, elevator operator, leased employee, parking attendant, and security guard.

*Employee* means any individual permitted to work on a full-time basis by an employer in an occupation pursuant ~~either~~ to work performed under a specific District contract. The term "employee" does not include an individual who is the employer's parent, spouse or child or other members of the employer's immediate family. This definition of employee may be further defined by the Cook County Bureau of Human Resources.

*Employer* means any person or business entity that employs one (1) or more full-time employees, excluding the parent, spouse, child or other members of the employer's immediate family. Employer does not include not-for-profit organizations.

*Living wage* means a minimum wage of no less than nine dollars and forty-three cents (\$9.43) per hour if employee health benefits are provided, or eleven dollars and seventy-eight cents (\$11.78) per hour without health benefits. The employee health benefit contribution shall not exceed twenty-five (25) percent of the health insurance premium. As of January 1, 2006, and each January 1 thereafter, the living wage shall be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the United States Department of Health and Human Services, to constitute the following: there will be an annual adjustment calculated as one hundred (100) percent of the federal poverty line for a family of four (4) (as defined by the U.S. Department of



Health and Human Services) with health benefits and one hundred twenty-five (125) percent of the federal poverty line for a family of four (4) without health benefits.

*Not-for profit organization* means a corporation having tax exempt status under Section 501(C)(3) of the United States Internal Revenue Code and recognized under State not-for-profit law.

3. Every contract shall contain a provision or provisions stipulating that they are currently paying the living wage required to be paid to the employees listed under the definition of living wage set forth in this section and each such contract shall further contain provisions obligating the eligible contractor, or subcontractor of such eligible contractor, to pay its employees for work at not less than the living wage.
4. The Purchasing Agent shall require as part of the bidding and sole source procedure that any covered contractor provide the District certification of its compliance with this section.
5. Any contract that violates the provisions contained in this section shall be subject to cancellation by the District Board.
6. Any contractor disqualified from eligibility by the District Board shall be ineligible for two (2) years following violation of this section.
7. This section shall not apply to any contract with the District entered into prior to the effective date of the ordinance from which this section is derived.

U. *Disqualification for Noncompliance with Child Support Orders:*

1. For purposes of this section, the following words and phrases shall have the following meanings:

*Court ordered child support arrearage* means that the Circuit Court of Cook County has issued an order declaring the respondent in arrearage on his or her child support obligations in a specific amount as of the date of that order or, that another Illinois court of competent jurisdiction has issued such an order.

*Child support withholding notice* means any income withholding notice which pursuant to the applicable governing law, directs the payor:

- a. To withhold a dollar amount equal to the order of child support; and/or
  - b. To withhold a dollar amount equal to or towards paying off any unpaid child support obligations; and/or
  - c. To enroll a child as a beneficiary of a health insurance plan and withhold or cause to be withheld any required premiums, and also includes any order issued by the Circuit Court of Cook County or another Illinois court of competent jurisdiction which similarly directs the payor.
2. — No person or substantial owner shall be authorized to enter into a contract or awarded a contract for supplies, materials, equipment or contractual services with the District that is delinquent in the payment of a court-ordered child support arrearage.

3. Once a contract is awarded to a person or substantial owner subject to such an order, then after notice from the District of such noncompliance and a thirty-day opportunity to cure, such delinquency shall be an event of default. Compliance shall be evidenced by canceled checks paid to obligee or official clerk's records that payments were received on behalf of obligee.
4. The Purchasing Agent is hereby authorized to do the following:
  - a. Investigate the child support payment records of any contractor to determine court ordered support arrearages;
  - b. Investigate all contractors' compliance with child support withholding notices;
  - c. Provide information on contractors to the appropriate County and State of Illinois entities, to the extent allowed by law; to assist those offices in the enforcement of child support obligations;
  - d. Provide the names and business addresses of contractors to persons seeking to enforce court ordered child support ~~arrearses and child support withholding notices~~, and their legal representatives, to the extent allowed by law, on the condition that such information be used solely for the purpose of assisting in child support enforcement; provided that the names and identifying information of persons seeking to enforce child support orders shall be deemed confidential; and
  - e. To promulgate regulations relating to the operation of this section.

V. *Disqualification Due to Prior Default or Termination:*

1. No person or business entity shall be awarded a contract or subcontract if that person or business entity has had an awarded contract terminated for cause by the District Board. The period of ineligibility shall continue for twenty-four (24) months from the date the District Board terminates the contract. In addition, the District Board may at its sole discretion terminate any and all currently existing contracts by, between, or with the District and such person or business entity.
2. Persons or business entities may apply to the District Board or persons designated by the District Board for a reduction or waiver of the ineligibility period. The application shall be in writing and shall include documentation that one (1) or all of the following conditions have occurred:
  - a. There has been a bona fide change in ownership or control of the business entity;
  - b. Disciplinary action has been taken against the person responsible for the acts giving rise to the ineligibility;
  - c. Remedial action has been taken to prevent a recurrence of the acts giving rise to the ineligibility; or
  - d. The District Board determines that the conduct of the entity does not constitute a pattern of behavior.
3. At the request of a District department head, the District Board may suspend the ineligibility of a person or business entity in order to allow for the award of a contract. The department head shall provide sufficient facts to establish that the public health,

safety or welfare of the District requires the goods and/or services and such goods and/or services at a comparable price and quality from other sources is not feasible. In the event the District Board grants a suspension, the period of ineligibility for the award of a new contract shall recommence from the date of completion of the contract awarded pursuant to the suspension of the ineligibility period, and shall continue for the remainder of the twenty-four-month period of ineligibility.

4. The determination to reduce or waive the period of ineligibility, or to suspend ineligibility for a specific contract, shall be made in writing and shall specify the reasons for the decision.
5. In addition to the ineligibility provided in this Section, the Purchasing Agent may reject a specific bid or proposal, or a subcontractor proposed to be used in connection with that bid or proposal, submitted by any person or business entity if that person or business entity is in arrears upon any debt to the District or is in default of any Contract with the District, or is a defaulter, as surety or otherwise upon any obligation to the District, or is otherwise prohibited by law or Ordinance from entering into the Contract. In addition, the Purchasing Agent may reject a bid or proposal, or a subcontractor proposed to be used in connection with that bid or proposal, submitted by any person or business entity deemed unqualified due to insufficient or unsatisfactory history of creditworthiness or experience in performing other contracts, including those involving the types of responsibilities required under the Contract Documents.

W. *False Statements:* Any person, ~~substantial owner~~bidder, proposer, or business entity ~~who determined by the Purchasing Agent to have knowingly makes made~~ a false statement of material fact to the District in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made ~~writing~~ in connection with an application, report, affidavit, oath, or attestation, including any aspect of a statement of material fact made in connection with procurement, a bid, proposal, concession, and/or contract or economic disclosure statement or affidavit, is liable to the District for a penalty of five hundred dollars (\$2,500.00). Additionally, all District contracts shall provide for up to three (3) times the amount of damages which the District sustains because of the person's violation of this section and the District's litigation, and collection costs may be subject to termination of any contract and attorney's fees. The penalties imposed by this section shall be disqualification for a period of up to five years from the date of such finding, in addition to any other ~~penalty~~remedy provided for in the District's Code or at law or in equity, including, without limitation, remedies described in Title 1 – Administrative, Chapter 8 – District Finances, and Section 5 – Minority -and Women-Owned Business Enterprises.

X. *Comparative Government Procurement:* If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the District, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in the Procurement Code.

Y. *Innovative Procurement:* The Purchasing Agent may make a Procurement using innovative methods of procurement, including, but not limited to, electronic procurement, reverse auctions, electronic bidding, electronic auctions, prequalification, and pilot procurement programs that have no cost to the District. In order to implement innovative methods of

procurement, either directly or through a service provider, the Purchasing Agent must make a determination that such process is competitive and in the best interest of the District.

Z. *Joint Procurements:* Procurements may be made pursuant to the Governmental Joint Purchasing Act, 30 ILCS §-525/0.01 *et seq.*

AA. —*Consortium and Group Procurements:* Procurements may be made pursuant to the District's membership or participation in a purchasing consortium, ~~provided that the Board has approved such membership or participation, for, at least in part, the purpose of obtaining~~ in order to obtain advantageous pricing and other efficiencies for the District. Procurements made through a purchasing consortium shall be approved and executed as set forth in this Procurement Code.

BB. *Procurement and Disbursements Reports:* The District's Chief Financial Officer shall submit a report to the Board on a monthly basis listing the procurements that exceed ~~twenty-five thousand dollars (\$25,000.00)~~ and do not require Board approval, including a list of each ~~person~~ vendor from whom the District makes such a procurement, a brief description of the product or service provided, the ~~budgetary account~~ fund from which the funds are being encumbered, as well as the amount. The District's Chief Financial Officer shall provide a monthly report to the Board of the individual and total amount of disbursements made for contracts involving any expenditure ~~of twenty-five thousand dollars (\$25,000.00) or more~~ that exceeds five thousand dollars (\$25,000.00) ~~or more~~ and that do not require Board approval, including a list of each ~~person~~ vendor to whom the District makes such disbursements, a brief description of the product or service provided, the ~~budgetary account~~ fund from which the funds are being drawn and the amount of the payment.

~~CC. —*Review and Sunset:* On or before December 31, 2015, the Board of Commissioners of the District shall review relevant purchasing data to determine whether the increases in spending authority from twenty-five thousand dollars (\$25,000.00) to one hundred fifty thousand dollars (\$150,000.00) referenced in subsections H., K., O., and Q. of this Section 1-8-2 of the Forest Preserve District of Cook County Code of Ordinances shall sunset on March 31, 2016.~~

~~DD. —~~ CC. *Selection of Professional Services for Debt Transactions:*

1. *Selection:*

- a. For each debt transaction or for multiple debt transactions the Chief Financial Officer shall select three (3) or more firms from the qualified list developed by the District and/or Cook County for each of the following, as required for the transaction: Bond counsel, underwriter counsel, special tax counsel, pension-disclosure counsel, and financial advisor.
- b. The Chief Financial Officer shall request that each of the law firms under consideration to provide legal services submit a proposal which shall include at least the following: Experience with the relevant type of financing; knowledge of the District; the key personnel to be assigned for the engagement, including their qualifications and experience; the proposed fees or fee structure for the engagement; the firm's capacity for, experience in, and commitment to providing continuing legal advice and support in such areas as compliance and taxation; and the manner and degree to which the firm will use an engagement on the contemplated financing initiative to promote or incubate the participation of minorities, women, and veterans as legal professionals, on the potential engagement.

- c. The Chief Financial Officer shall request that each of the firms under consideration for investment banking services submit a proposal which shall include at least the following: Experience with the particular type of financing; a recommended strategy for identifying and targeting investors in the bonds or notes; knowledge of the District; the key personnel to be assigned for the engagement, including their qualifications and experience; the proposed fees or fee structure for the engagement; and the manner in and degree to which the firm will use an engagement on the contemplated financing initiative to promote or incubate the participation of minorities, women, and veterans as finance professionals, on any potential engagement.
- d. The Chief Financial Officer shall request that each of the financial advisors under consideration to provide financial advisory services submit a proposal which shall include at least the following: Experience with the particular type of financing; knowledge of the District; the key personnel to be assigned for the engagement, including their qualifications and experience; the proposed fees for the engagement; the firm's capacity for, experience in, and commitment to providing advice and support in such areas as pricing and marketing of municipal bonds; and the manner in and degree to which the firm will use an engagement on the contemplated financing to promote or incubate the participation of minorities, women, and veterans as finance professionals, on the potential engagement.
- e. To redress the historical under-representation of minority- and woman-owned firms in the financial services arena, in the selection of law firms, investment banks, and financial advisors associated with bond issuances, it shall be the continued goal of the District that:
  - (1) No less than thirty-five (35) percent of the cumulative remunerated portion of legal services associated with a financing initiative shall be provided by law firms that are certified as MBEs or WBEs under District's Minority- and Women-Owned Business Enterprise Ordinance and that consistently maintain and staff a functional commercial presence and office in Cook County, Illinois; and
  - (2) No less than thirty-five (35) percent of the cumulative underwriting liability in a financing initiative shall be undertaken by investment banks that are at least fifty-one (51) percent owned, controlled, and managed by one (1) or more persons who are either a minority or a woman and that consistently maintain and staff a functional commercial presence and office in Cook County, Illinois; and
  - (3) No less than thirty-five (35) percent of the cumulative remunerated portion of financial-advisory services associated with a financing initiative shall be provided by financial-advisor firms that are at least fifty-one (51) percent owned, controlled, and managed by one (1) or more persons who are either a minority or a woman and that consistently maintain and staff a functional commercial presence and office in Cook County, Illinois.
- f. The Chief Financial Officer shall recommend to the President the selection of legal counsel, investment banks, financial advisors, and other professionals based upon the proposals provided per this subdivision. In making the recommendation, the

Chief Financial Officer shall consider methods to give multiple firms a fair opportunity to compete for and participate in District bond sales. The selection shall be made by the President upon the recommendation of the Chief Financial Officer, and shall be submitted to the District Board for approval. The Chief Financial Officer shall report to the District Board a summary of the rationale of any proposed financing initiative; the financial benefits of a proposed financing approach with regards to the District's long-term fiscal health; a summary of the financing team proposed to work on the financing initiative; an identification of any firms that are certified as MBEs or WBEs or fifty-one (51) percent owned, controlled, and managed by minority individuals or women; the total estimated participation of such firms as a percentage of professional services (comprised of legal and financial advisory services) and as a percentage of underwriting liability; and, on financing initiatives where circumstances are such that the thirty-five-percent goals set forth in Subsection (e) cannot be prudently reached, an explanation of such circumstances. The proposals by firms selected to work on a financing initiative shall be available for review by members of the District Board.

2. *Specific bond underwriter requirements:* Each contract between the District and any bond underwriters shall include the following:
  - a. The underwriter shall use its best efforts to assure that the District meets its objectives in the fair and reasonable allocation of bond selling commissions to members of the underwriting syndicate, particularly to Cook County and minority- and women-owned firms; and
  - b. The underwriter shall report the allocation of bond selling commissions and fees received by each member of the underwriting syndicate to the Chief Financial Officer within thirty (30) days of closing of the bond issue; and
  - c. The underwriter shall comply with all limitations or disclosure requirements concerning political contributions that are or may be imposed by the Municipal Securities Regulatory Board or the Securities and Exchange Commission. Failure by the underwriter to comply with this provision shall not void the sale, but the underwriter may be subject to disqualification.
3. *Continued Management of Bond Proceeds:*
  - a. When permissible and practicable under related bond ordinances, debt instruments, and debt agreements, the Chief Financial Officer shall maintain investment of bond proceeds in accord with:
    - (1) The Illinois Public Funds Investment Act; or
    - (2) Such policies as are promulgated by the Chief Financial Officer, following submission to the District Board.
  - b. In selecting financial institutions to serve as broker-dealers in acquiring investments of bond proceeds under this Section, the Chief Financial Officer shall, for each contemplated investment, elicit proposals from at least three (3) broker-dealers deemed qualified under policies and procedures promulgated by the Chief Financial Officer, the State of Illinois, or the City of Chicago.

- c. In the selection of broker-dealers under this Section, it shall be the continued goal of the District that no less than thirty-five (35) percent of the cumulative value of the proposed investment purchased in a given fiscal year shall be consummated by one (1) or more broker-dealers that consistently maintain and staff a functional commercial presence and office in Cook County, Illinois and are at least fifty-one (51) percent owned, controlled, and managed by minority individuals or women.

~~(Ord. of 4-6-93; Ord. of 3-6-97, §§ 1-4; Ord. No. 04-O-03-10-02, § 1, 6-8-05; Ord. of 6-8-05; Ord. No. 07-O-09-05-02, 9-5-07; Ord. No. 08-O-03, 6-4-08; Ord. of 6-4-08; Ord. No. 11-O-02, 2-9-11; Ord. No. 11-O-07, 7-13-11; Ord. No. 11-O-13, 11-2-11; Ord. No. 12-O-13, 10-3-12; Ord. No. 13-O-05, 3-19-13; Ord. No. 13-O-15, 11-12-13; Ord. No. 14-0308, 6-17-14; Ord. No. 14-0385, 9-9-14; Ord. No. 15-0245, 5-19-15; Ord. No. 15-0570, 2-9-16; Ord. No. 17-0234, 11-14-17)~~