

DEKALB COUNTY GOVERNMENT

PROCUREMENT POLICY

Procurement of Goods or Services \$5,000 or Less:

- “Small Purchases” at the Department level.
- Department Heads can sign off on the purchase.
- Payments are done by using a County Credit Card or Purchase Order.

Example: The Administration Department is purchasing a new office chair

1. Staff looks on-line or in-store for best value.
2. The office chair is ordered/purchased from the vendor with the lowest cost for the product.
3. The Department Head approves the purchase.
4. The claim for the purchase is submitted and paid after it is forwarded from the Finance Committee and approved by the County Board in the monthly claims cycle.

Notes:

- This method cannot be used to pay smaller portions of contracts that exceed \$5,000.
- Department Heads cannot enter into contracts that exceed their employment within the last 120 days of their current term of office.
- Whenever possible, use DeKalb County businesses.

DEKALB COUNTY GOVERNMENT

PROCUREMENT POLICY

Procurement of Goods or Services More Than \$5,000 and Less Than \$30,000:

- Department Level procurement.
- Quotes should be obtained from a minimum of three vendors.
 - Illinois State Bid pricing and any approved Purchasing Cooperative program satisfies the quotation requirements.
- Award will be given to the vendor with the lowest responsive and responsible quote.
- The Department Head will prepare an internal memorandum to the County Administrator and Comptroller outlining the selected vendor, price, and justification for selection.
 - If it is in the County's best interest to award a purchase contract to a vendor who did not submit the lowest acceptable quotation/proposal, the reason for the determination shall be indicated in the memorandum.
 - If obtaining three quotes is not feasible, the Department Head must prepare a separate memorandum to the County Administrator and Comptroller outlining the selected vendor, price, and justification for selection.
- All procurements at this level are approved by the County Administrator or Elected Department Head.

Example: The County is purchasing a vehicle for \$25,000

1. The respective Department Head attempts to get three quotations for the vehicle.
2. If three quotes are obtained, the lowest qualified one is selected.
3. The Department Head prepares an internal memorandum so that there is an explanation for the purchase and method of procurement on record.
4. The County Administrator or Elected Department Head approves the procurement.
5. The claim for the purchase is submitted and paid after it is forwarded from the Finance Committee and approved by the County Board in the monthly claims cycle.

DEKALB COUNTY GOVERNMENT

PROCUREMENT POLICY

Procurement of Goods or Services \$30,000 and Over:

- County Board Level procurement.
- Invitation for Bids is issued with the general specifications required, non-negotiable contractual terms, and conditions applicable to the procurement.
- Public Notice is given a minimum of fourteen calendar days prior to the submittal date and the opening of the bids via the County Website and by advertising in a newspaper published within the County.
- Companies submit their Bids to the Department soliciting the goods or services.
- Bids are opened publicly at the time and location designated in the Invitation for Bids, with one or more witnesses present.
 - The amount of each bid, the name of each bidder, and other information deemed relevant is recorded.
- The Bid is evaluated based on the criteria set forth in the Invitation for Bids.
- The Parent Committee and/or the County Board reserve the right to accept or reject any or all bids/proposals.
- The Bid is accepted as is, with no alterations occurring after the opening.
- The Department Head will prepare a memorandum to the parent committee outlining the selected vendor, price, and justification for selection.
- The parent committee will forward a recommendation to the County Board for approval of the lowest responsible and responsive bidder whose bid meets the requirements and criteria.
- After the Bid is awarded, notices of awards and notices to proceed are given.

Example: The County is seeking a contractor to patch county-owned roads in the amount not to exceed \$50,000.

1. The Highway Department writes the Invitation for Bids, which contains all of the specifications for the project and issues it.
2. The County publishes the Public Notice in the newspaper and on the county website.
3. Companies have a minimum of 14 days to submit their bids.
4. The County receives the bids and opens them publicly with witnesses present, reading the relevant information into the record.
5. The County evaluates the submissions, forms a bid tabulation, and recommends the lowest responsible bidder to the Highway Committee.
6. The Highway Committee recommends to the County Board that the contract be awarded to the lowest responsible bidder.
7. The County Board awards the Contract to the lowest responsible bidder
8. The Board Chairman executes the contract
9. The Highway Department notifies the lowest responsible bidder that they have been awarded the contract and gives them Notice to Proceed.

DEKALB COUNTY GOVERNMENT

PROCUREMENT POLICY

Procurement of goods and/or Services through Cooperative Joint Purchasing:

- Purchasing agreements for the procurement of goods, services, or construction with one or more governmental procurement units.
- Commonly done through open-ended state procurement contracts, which have already been bid by another government unit where required.
- These arrangements allow governmental bodies to procure goods and services at a lower unit cost than they would otherwise get independently.
- Considered a Department Level procurement if the total cost of the good or service is less than \$30,000.
- Considered a County Board Level Procurement if the total cost of the good or service is \$30,000 or more.
- Once enrolled in the State of Illinois joint purchasing program, participating governmental bodies receive regular mailings regarding vendors, products, prices, quality, quantities, etc.

Example: The County is looking to purchase new squad cars for the Sheriff's Office through the State's Joint Purchasing program

1. The County receives information from the state regarding new Ford Interceptor vehicles at a specified price.
2. The Sheriff's Office submits a request to the Law and Justice Committee to purchase three units through the State Joint Purchasing program. The Law and Justice Committee then forwards a recommendation to the full County Board.
3. The County Board approves the purchase of the three units.
4. The Finance Department issues a purchase order to the vendor along with the State contract number.

Notes: This applies to Joint Purchasing Cooperatives that have been approved by the Finance Committee.

DEKALB COUNTY PROCUREMENT ORDINANCE

ARTICLE I - GENERAL PROVISIONS

POLICY STATEMENT

It is the policy of the DeKalb County Board to procure services, materials, equipment, and supplies essential to the delivery of governmental services through the use of an open process and truly competitive practices, and to award contracts to qualified vendors who provide the best value for the desired contracts. Within that context, the County recognizes that the price charged is a significant determining factor in the selection of the bidder. However, price needs to be defined in the broad context of longevity, functionality, reliability, responsiveness, service, and trust. These factors can vary with the type of services, materials, equipment, or supplies being sought, as well as with the type of contract to be awarded. It is with this policy in mind that the County Does hereby adopt the DeKalb County Procurement Ordinance.

PART A - PURPOSE AND APPLICATION

1. PURPOSE

- a. The underlying purpose and policies of this ordinance are to:
 1. manage the procurement process in accordance with state and federal law;
 2. purchase goods and services in a wise and fair manner;
 3. make the most efficient use of taxpayer dollars;
 4. provide public confidence in the County's procurement process;
 5. obtain the greatest value in making purchases;
 6. protect against fraud and favoritism;
 7. allow for competitive pricing in the procurement of materials, supplies, equipment, services, construction and construction related services;
 8. encourage competitive selection and allow for all responsible bidders to receive proper consideration;
 9. maintain an open and transparent atmosphere in purchasing and;
 10. ensure that all purchases are done in accordance with applicable ethics laws and ordinances.
- b. To the extent permitted by law, DeKalb County will promote economic development within the County by encouraging the participation of DeKalb County businesses, by providing equal opportunity for minority, veteran and women-owned businesses, and by applying environmentally sound practices in the procurement process.
- c. This ordinance shall be further constituted and applied to promote its underlying purpose and policies as articulated herein.

2. APPLICATION

- a. The DeKalb County Purchasing Ordinance applies to contracts for procurement of Materials, Services, Supplies, Equipment, Construction, Construction related Services and Professional Services, which are entered into by DeKalb County and its departments after the effective date of this Ordinance.
- b. The Ordinance shall apply to every expenditure of public funds by any and all DeKalb County departments for purchasing, irrespective of its source, except as may otherwise be provided for by Federal or State law, Federal or State regulation, County of DeKalb Ordinance (such as the Procurement Policy for Federal & State Grants) or administrative policy.
- c. This Ordinance shall not be mandatorily applied to purchases by elected officials who are not statutorily required to purchase in compliance with County policies which may affect control of the internal operations of his/her office or for whom purchases are not made by the County itself, as may be dictated within the Illinois Counties Code (55 ILCS 5/1 *et seq.*). To that end, the following elected officials, pursuant to statute, shall control the internal operations of their office and procure equipment, materials and services necessary to perform the duties of their office, without being subject to this purchasing ordinance:
 1. The County Clerk (See 55 ILCS 5/3-2003.2)
 2. The State's Attorney (See 55 ILCS 5/3-9006)
 3. The County Treasurer (See 55 ILCS 5/3-10005.1)
 4. The County Auditor (See 55 ILCS 5/3-1004)
 5. The County Recorder (See 55 ILCS 5/3-5005.2)
 6. The County Coroner (See 55 ILCS 5/3-3003)
 7. The County Sheriff (See 55 ILCS 5/3-6018)However, the County encourages all elected officials named above to utilize this policy for the benefit of the County and to provide for an equally balanced purchasing structure.
- d. When procurement involves the expenditure of State or Federal assistance or contract funds, the procurement shall be conducted in accordance with any applicable mandatory State and/or Federal laws and the DeKalb County Government Procurement Policy for Federal & State Grants, as applicable.
- e. Nothing in this Ordinance shall prevent any County agency from complying with the terms and conditions of any grant, gift, bequest or cooperative purchasing agreement that is otherwise consistent with law.
- f. Nothing in this Ordinance shall be construed as to restrict purchasing during response to emergencies or disasters as outlined and authorized pursuant to the Illinois Emergency Management Agency Act (20 ILCS 3305/1 *et seq.*).

- g. This Ordinance shall upon passage replace and repeal the Purchasing and Award of Contract Policy, previously approved on August 21, 2013 and thereafter modified as needed.
- h. Nothing in this Ordinance shall be interpreted so as to conflict or diminish the DeKalb County Government Financial Policy, The Procurement Policy for Federal & State Grants or the DeKalb County Bidders Preference Policy, which shall each individually control in the event of any conflict.
- i. The County may adopt administrative procedures to ensure compliance with all bidding requirements including procedures that may be more restrictive than required by State statute.
- j. This Ordinance does not apply to the procurement of legal services, with the exception of Article II (a) (7) below.

3. REQUIREMENT OF GOOD FAITH

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

4. SEVERABILITY

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

5. SINGULAR – PLURAL AND GENDER RULES

Words in the singular number include the plural, and those in the plural include the singular. Words of a particular gender include any gender and the neuter, and when the senses indicate, words of the neuter gender may refer to any gender.

6. PROPERTY RIGHTS

Receipt of a Solicitation or other Procurement document, or submission of any response thereto, or other offer, confers no right to receive an award or Contract, nor does it obligate DeKalb County in any manner.

PART B - DEFINITIONS

The word(s) defined in this section shall have the meanings set forth below whenever they appear in this ordinance. Otherwise, words shall have their common meaning as defined in the Merriam-Webster dictionary.

- 1. **Competitive Selection:** A process whereby public solicitation is used to select the most qualified and lowest responsible provider of Materials, Equipment, Supplies, Services, Construction, and Construction related Services. Methods of

Competitive Selection include Invitation for Bids, Requests for Proposals (RFP's), Request for Qualifications and Multiple Price Quotations.

2. **Construction:** The process of building, altering, repairing, improving, or demolishing any structure or building or other improvements of any kind to any real property.
3. **Contract:** Any and all types of County agreements regardless of what they may be called, which entail the procurement of materials, supplies, equipment, services, construction and construction related services. Such contracts include, but are not limited to, payment vouchers, purchase orders, task orders, maintenance contracts, service contracts, systems contracts, oral agreements, etc.
4. **Contractor:** Any person or entity who is a party or beneficiary of a contract with the County or through a using agency thereof.
5. **Cooperative Purchasing:** Cooperative purchasing may include, but is not limited to, joint or multi-party contracts between government procurement units and open-ended state/national government procurement unit contracts, which are made available to other government procurement units after having been bid by another government procurement unit(s) where required. Where a bid by one using department has established a purchase price, other departments may enter into a contract based on that bid, but only to the extent that the combined purchases are within the limits of the original bid amount or the estimate provided in the original bid.
6. **County Contracting Authority:** The person authorized, pursuant to this Ordinance or designation by vote of the DeKalb County Board, to enter into a contract or agreement, which shall bind the County to the purchase of any materials, services, supplies, equipment, construction, construction related services and professional services.
7. **County Department:** A County officer, employee, department, office of, or agency whose purchasing authority is subject to the DeKalb County Board.
8. **Elected Official:** For purposes of this ordinance, Elected Official may include: Clerk of the Circuit Court, County Auditor, County Board Members, County Clerk, County Coroner, County Treasurer, County Recorder, County Sheriff, and States Attorney.
9. **Employee:** Individuals, including elected and appointed officials, providing services for the County and drawing a salary from the County.
10. **Equipment:** Goods that are purchased or used by a County department that are not materials or supplies that are not expendable except through depreciation or

wear and tear, and do not lose their identity or become integral parts of other items or installations.

11. **Invitation for Bid:** The process by which the County requests information from bidders, including all documents, whether attached or incorporated by reference, used for soliciting bids.
12. **Multi-Year Contracts:** Procurement contracts extending more than one year.
13. **Nepotism:** The practice of showing favoritism to individuals based on relationship rather than ability.
14. **Parent committee:** The Committee established by the DeKalb County Board and which is charged with the oversight of the requesting County Department.
15. **Person:** Any individual or group of individuals, business, union, firm, corporation, trustee, partnership association, joint venture, committee, or other entity.
16. **Procurement:** The purchasing, renting, leasing or otherwise acquiring of materials, supplies, equipment, services, construction and construction related services. This includes all functions that pertain to obtaining any material, equipment, supplies, services, construction or construction related services, including description of requirements, selection and solicitation of sources, preparation and award of Contract, and all phases of contract administration. Procurement shall include without limitation the entering into of all contracts or agreements, whether the same are oral or written.
17. **Professional Services.** Those Services requiring special knowledge, education or skill whereby the qualifications of Persons rendering the Services are of primary importance. These services are excluded from the competitive bidding selection process. Contracts for architectural, engineering and land surveying services shall be issued on the basis of demonstrated competence and qualifications for the type of services required and at fair and reasonable compensation as specified in *50 ILCS 510/1 et seq.*
18. **Public Works Contract:** A contract for public works as defined in the Illinois Prevailing Wage Act. (*820 ILCS 130/1 et seq.*). Public works means all fixed works constructed or demolished by any public body, other than work done directly by any public utility company, whether or not done under public supervision or direction.
19. **Purchase Order:** A contract for the purchase of materials, supplies, equipment, services, construction and construction related services.
20. **Request for Proposals:** All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

21. **Responsible Bidder or Offeror:** A person who has the capability in all respects to fully perform the contract requirements, and the experience, personnel, integrity, reliability, facilities capacity, equipment, acceptable past performance and credit which will assure good faith performance.
22. **Responsive Bidder:** A person who has submitted a bid that conforms in all material respects to the requirements set forth in the invitation to bid.
23. **Services:** The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance.
24. **Shall:** Denotes the imperative. For purposes of this Ordinance it directs mandatory action.
25. **Specifications:** Any description of the physical or functional characteristics or of the nature of a good, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing goods, services or construction projects.
26. **String Purchasing:** For purposes of this ordinance, splitting or stringing purchases is the practice of issuing multiple purchase orders or requests for purchasing like items or services, with the willful intent to circumvent the procurement ordinance's rules and/or bidding requirements. Splitting or stringing purchases will be dealt with as an impropriety and may result in withdrawal of delegated purchase authority. In addition, the person(s) responsible may be subject to disciplinary actions, and may be personally obligated to pay for the items or services.
27. **Used Equipment:** Equipment that: a) Has been in service for at least one-half its commercially reasonable life, or if life is less than 24 months, is at least one year old; or b) Is a floor or demonstration model that is offered at a price at least 25% below current market price; or c) Is otherwise determined by the appropriate County department head on a case by case basis to be a bona fide used item.

PART C – BIDDING PROCESS

1. COMMUNICATION WITH BIDDER/OFFERORS

County Officers and employees shall take care to limit communication with bidders/offerors during the solicitation process so that the integrity of the competitive solicitation process is maintained. All representatives of the County shall avoid any activity that would constitute interference with contract submission and award under the Criminal Code, *720 ILCS 5/33E-6*. If it is determined that a bidder/offeror received an unfair advantage from information obtained through prohibited sources or under prohibited circumstances, the solicitation may be canceled, or the bidder/offeror disqualified from participation in that solicitation request.

**2. INVITATION FOR BID AND/OR REQUEST FOR PROPOSAL DOCUMENT
ADDENDA AND QUESTIONS**

Once the invitation for bid/request for proposal has been issued, all questions regarding that document shall be submitted in writing to the Department Head/Committee Chairperson/Board Chairperson who is responsible for seeking the services/materials. Any and all addenda shall be issued by the Department Head/Committee Chairperson /Board Chairperson by posting the same to the respective dekalbcounty.org bid postings, so the addenda is available to all prospective responders. Otherwise, if it is determined that a bidder/offeror received an unfair advantage from information obtained through other departments or agencies, the invitation for bid or request for proposal may be canceled.

3. BID SECURITY/BONDING REQUIREMENTS

Bid security and bonding shall conform to State law at all times and the following shall be applied unless state law dictates further/alternate bonding requirements:

- a. Requirement for Bid Security: Bid security may be required for contracts when provided by statute or when the appropriate County contracting authority determines it is in the County’s best interests. Bid security shall be a bond provided by a surety company authorized to do business in the State of Illinois, or a certified bank instrument, or otherwise supplied in a form satisfactory to the County. A letter of credit, as defined by state statute, may also be accepted.
- b. Amount of Bid Security: Bid security shall be in an amount not to exceed ten percent (10%) of the amount of the bid. Terms of forfeiture shall be expressed in the bid document.
- c. Contract Performance and Payment Bonds: When a contract is awarded, the required bonds or security in the amount stated in the bid document (and in compliance with the Illinois Public Construction Bond Act, 30 ILCS 550/0.01, *et seq.*) shall be delivered to the County and shall become binding on the parties upon the execution of the contract.

4. INSURANCE REQUIREMENTS

For all contracts, the contractor and all sub-contractors shall be required to maintain adequate insurance coverage for the duration of the contract. The Department Head/Committee Chairperson/Board Chairperson who is charged with oversight of the purchasing or bidding shall determine, in consultation with the States Attorney’s Office, the types and amounts of coverage that shall be required. The contractor, and all subcontractors, shall have DeKalb County named as an additional insured and furnish the County with satisfactory evidence of said insurance. Further, each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to DeKalb County and DeKalb County shall be designated as the certificate holder.

5. INDEMNIFICATION REQUIREMENTS

For all contracts, the contractor, and all sub-contractors, shall be required to indemnify, hold harmless and defend with counsel of DeKalb County's own choosing, DeKalb County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or damage to property (collectively, the "Claims"), to the extent such Claims result from work covered by the contract awarded or the contractor, and/or sub-contractor's negligent, intentional or willful acts, errors or omissions in their performance under the contract. However, there is no requirement that contractors or subcontractors indemnify DeKalb County for the County's own negligence in relation to construction contracts, pursuant to the requirements of 740 ILCS 35/1 *et seq.*

For all contracts, the contractor and all sub-contractors understand and agree that DeKalb County shall not offer indemnification to private corporations, as a unit of local government cannot legally indemnify private third parties. See Ill. Atty. Gen. Opinion No. S-589 (May 22, 1973) (An agreement for a unit of local government to indemnify a third party would constitute an extension of public credit in violation of both section 1(a) and (b) of Article VIII of the Illinois Constitution of 1970).

6. CONTRACTOR RECORD RETENTION

For all contracts, the contractor and all sub-contractors shall be required to maintain records for a minimum of three (3) years from final payment, unless otherwise specified in the solicitation, and to make such records available for inspection by the County upon reasonable terms consistent with state law. For all contracts subject to the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), the contractor and all sub-contractors shall prepare certified payroll affidavits, retain records and make them available as dictated by the Act itself.

7. CONFIDENTIAL INFORMATION

If a Person (firm) believes a bid, proposal, offer, specification or protest submitted to the County contains either trade secrets or proprietary property, a statement should be included in the submission, which describes and supports their claim. The trade secrets or proprietary property must be specifically identified as the information considered confidential. Trade secrets or proprietary property are exempt from inspection and copying under the Illinois Freedom of Information Act (5 ILCS 140/7(1)(g)) when such disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business. However, for such to be confidential under FOIA, the notification of confidentiality must be given at the time of the documents submission or it is waived pursuant to state law.

Entire bid submissions shall not be eligible for consideration as confidential material.

DeKalb County does not represent, warrant or guarantee that any information designated as trade secrets or proprietary property will in fact be so deemed by any Court, and all bidders assume the risk that any and all information contained in a bid or proposal may

not be exempt from disclosure under the Illinois Freedom of Information Act. DeKalb County expressly disclaims all liability for such disclosure.

PART D – PARENT COMMITTEE & COUNTY BOARD AGENDAS

The Department Head seeking that a purchase be made under this ordinance shall be responsible for ensuring that the details of the purchase are properly disclosed pursuant to the Open Meetings Act (5 ILCS 120/1 *et seq.*) for inclusion in the appropriate agenda prior to seeking approval by the respective Parent Committee and/or the County Board. Failure to properly post sufficient information to reasonably advise the public of what the public body will be voting upon (including the contracting parties, dollar amounts, time duration and products/services contracted for) in an agenda shall be grounds for denial of the purchase request until such a time as the Open Meetings Act is properly complied with.

PART E – PUBLIC ACCESS TO PROCUREMENT INFORMATION

Procurement information shall be public records subject to the exceptions of disclosure as provided for in the Illinois Freedom of Information Act (5 ILCS 140/1, *et seq.*). Such records shall be available to the public as provided for by DeKalb County policies implementing said Act.

PART F – UNAUTHORIZED PURCHASES

An unauthorized purchase occurs when materials, supplies, equipment, services, construction and construction related services or any other expense is charged to the County of DeKalb by a person who has sought them without having been given such authority or under circumstances when this ordinance is applicable and not adhered to. The individual making an unauthorized purchase may incur a personal obligation to the vendor or the County for the expense incurred even though the materials or services are used for County business. In addition, the employee/person(s) responsible may be subject to disciplinary actions or civil/criminal penalties as dictated by law.

PART G – CONTRACTS THAT MUST ALWAYS BE PRESENTED TO COUNTY BOARD

Any contract that involves direct communication with the County Board or that involves new construction, or significant alteration to a building or infrastructure, must always be procured by the processes found in II(A)(3) & (4) below. Examples of such contracts would include those for architectural services or auditing services.

PART H – CONTRACTS OBLIGATING BOARDS OTHER THAN THE COUNTY OF DEKALB

No contract of another autonomous board may obligate the County Board to any financial commitments beyond what the County Board has previously approved by Annual Budget or Annual Property Tax Levy, without approval by the County board. Examples would include those contracts for the Department of Health, Mental Health Board, and Veteran's Assistance.

PART I - CONSIDERATIONS UTILIZED IN DETERMINING RESPONSIBLE BIDDER/OFFEROR

In determining responsibility of any bidder/offeree under this Ordinance's procurement methods, the County may take into account:

- bidder/offeree's financial responsibility;
- past performance and integrity of the bidder/offeree;
- experience of the bidder/offeree;
- adequacy of equipment and ability to complete performance within a specific time;
- whether the bidder/offeree is legally qualified to do business with the County;
- the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the county;
- the availability of support services;
- the uniqueness of the service, materials, equipment, or supplies as it applies to networked, integrated computer systems;
- compatibility to existing equipment; and
- the delivery terms.

The County may also consider any and all other factors as set forth by Illinois law, as it may be amended from time to time.

ARTICLE II –SOURCE SELECTION AND CONTRACT EXECUTION

PART A – METHODS OF SOURCE SELECTION & PROCUREMENT PROCESS

1. DEPARTMENT LEVEL PURCHASES AT OR BELOW \$5,000.00

- a. A Department Level Procurement involves the purchase of materials, supplies, equipment, services, construction and construction related services in amount at or below \$5,000.00.
- b. Condition of Use: These purchases are limited in frequency related to individual commodities and services. Contract requirements shall not be artificially divided or done in a string purchasing manner so as to constitute a small procurement or evade the competitive procurement requirements for amounts in excess of \$5,000.00.
- c. Minimum Requirements: Procurements up to \$5,000.00 may be obtained in a way that it is in the best interest of the County as determined by the appropriate department head or Elected Official. The payment of these purchases will be made following their presentment to the Finance Committee.
- d. The department head or Elected Official is authorized to sign any contract or agreement regarding purchases at this procurement level after receipt of all the contractually required documentation.

- e. Department heads are not to enter into any contracts within the last 120 days of the current term in office, nor shall any agreement be entered into that that will extend beyond 120 days after their current term of office.

2. DEPARTMENT LEVEL SMALL PROCUREMENTS (PURCHASES BETWEEN \$5,001.00 AND \$29,999.99)

- a. A Department Level Procurement involves the purchase of materials, supplies, equipment, services, construction and construction related services in amount greater than \$5,000.00 up to the Board Procurement level of \$30,000.00 and above.
- b. Condition of Use: Any Department level procurement shall be made in accordance with the procedures authorized herein. String Purchasing is forbidden and purchases shall not be artificially divided for purposes of evading the competitive sealed bidding requirement or avoiding the necessity to procure through a County Board Level procurement process.
- c. Minimum Quotation Requirements: The requesting Department shall work to validate/create the specifications for quotations and the method appropriate for quote solicitation. The Department shall obtain quotations/proposals from at least three (3) vendors. If it is not feasible to obtain 3 quotes, or a sole source procurement is necessitated, a memorandum must be drafted by the requesting Department Head. Illinois State Bid pricing and any approved Purchasing Cooperative program satisfies the quotation requirements.
- d. Evaluation Factors: Evaluation factors which may justify an award to a vendor who has not provided the lowest quotation include, but are not limited to delivery, quantity, and quality requirements and past vendor performance.
- e. Award: Except as otherwise provided herein, award shall be made to the vendor offering the lowest responsive and responsible quotation/proposal that meets the specifications. The Department Head shall prepare a written memorandum to the County Administrator and Comptroller outlining the selected vendor, price, and any justification for the selection. Whenever it is determined that it is in the County's best interest to award a purchase contract to a vendor who did not submit the lowest acceptable quotation/proposal, the reason for the determination shall be indicated in a memorandum and retained with the contract. The memorandum must document the appropriateness of the utilized procurement process and approval given. Adequate records to document the competition solicited and the award determination made shall be retained with every contract awarded.

- f. The County Administrator or his/her designee is authorized to sign any contract or agreement at this procurement level after receipt of all the contractually required documentation. Appropriate bidding or memorandum procedures must also be followed.

3. COUNTY PARENT COMMITTEE AND BOARD LEVEL PROCUREMENTS - COMPETITIVE SEALED BIDDING (PURCHASES ABOVE \$30,000.00)

- a. A County Board Level Procurement involves the purchase of any materials, supplies, equipment, services, construction and construction related services in an amount at or in excess of \$30,000.00. All such procurements shall be submitted to the appropriate Parent Committee for review prior to approval by the Committee and it shall then be presented for any other approvals as necessitated by the County Board Rules. Thereafter, it shall be submitted to the County Board Chairperson by the parent Committee during the Executive Committee meeting to seek County Board approval. Prior to submission to the County Board, all purchasing requests shall be signed by the appropriate department head or authorized signatory. Appropriate bidding or memorandum procedures must also be followed.
- b. Conditions of Use: Any County Board level procurements (except where otherwise allowed by statute) shall be awarded by competitively sealed bidding except as otherwise provided in Section II(A)(4) through II(A)(10) below, or as provided by State Statute. Illinois State Bid pricing and any approved Purchasing Cooperative program satisfies the bidding requirements, however must still be presented to the Parent Committee and County Board for approval. String Purchasing is forbidden and purchases shall not be artificially divided for purposes of evading the competitive sealed bidding requirement.
- c. Invitation for Bids: An Invitation for Bids shall be issued and include specifications or general descriptions, non-negotiable contractual terms (Including those applicable as contained within the DeKalb County Standard Addendum) and conditions applicable to the procurement.
- d. Public Notice: Adequate public notice of the Invitation for Bids shall be given, by the appropriate department head or County Administration Office, within a reasonable time, no less than fourteen (14) calendar days prior to the date set forth therein for the submittal and opening of bids. For bids with a mandatory pre-bid meeting, the public notice must be published at least seven (7) calendar days prior to the meeting date. Such public notice shall be given via the County website and by advertising for bids in a newspaper published within the county or, if no newspaper is published within the county, then a newspaper having general circulation within the county, or as otherwise statutorily required.

The public notice shall state the project, submittal date, time and location of the bid opening and any other statutory requirements.

- e. Bid Opening: Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The amount of each bid, and such other relevant information as the solicitor of the bid deems appropriate, together with the name of each bidder shall be recorded. The record and each bid shall be open to public inspection in accordance with the Public Access to Procurement Information section of this Ordinance, subject to exemptions from disclosure as established by the Freedom of Information Act.
- f. Bid Acceptance and Bid Evaluation: Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Ordinance. The Department Head or Parent Committee Chairperson shall evaluate bids for responsiveness based on the requirements set forth in the Invitation for Bids. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The Invitation for Bid shall set forth the evaluation criteria to be used. No criteria, other than those necessitated to determine a Responsible Bidder, may be used in the evaluations that are not set forth in the Invitation for Bid. Alternative bids may be considered and accepted only if they are specifically provided for in the Invitation for Bids and meet the evaluation criteria set forth.
- g. Correction or Withdrawal of Bids, Cancellation of Award:
 - 1. Bids Withdrawn Prior to Opening: Bids may be withdrawn prior to the bid opening upon written request of the bidder and in accordance with the terms and conditions contained in the bid document.
 - 2. Correcting/Modifying Bid prior to opening: A bidder may modify its bid at any time before the bid opening, if the sealed modification is received in writing before the due date.
 - 3. Correcting Bid Totals: After the bid opening, no changes in prices or other provisions shall be permitted, except to correct calculations, as stated in the terms and conditions contained in the bid document.
 - 4. Clarifications: The Parent Committee Chairperson or appropriate department head may obtain clarification from any bidder, after opening, if deemed necessary to fully evaluate the bid.
 - 5. Bid Withdrawal after Bid Opening: If the bidder alleges a material error or mistake of fact, they may be permitted to withdraw the bid if the bidder submits evidence, which clearly and convincingly demonstrates that an error was made. The request for withdrawal of the bid, supporting evidence and any written documentation shall be submitted to the appropriate Parent Committee Chairperson or Department Head.

- h. Tie Bids: Should tie bids between equally responsive and responsible bidders be received, the award will be made by a coin toss by the appropriate Department Head, Parent Committee Chairperson or the County Board Chairperson. The subject tie bidders shall be given the opportunity to witness the coin toss. If a tie bidder fails to send a representative to the selection, that bidder shall waive the right to protest the selection.
- i. Right of Rejection: The Parent Committee and/or County Board reserve the right to accept or reject any or all bids/proposals and to waive any technicalities in the document.
- j. Award: The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. After the bid is awarded, the requesting Parent Committee or Department shall issue all notices of awards and notices to proceed. All contractually necessary documentation will be finalized prior to any notice to proceed.
- k. Cancellation of Contracts: All contract cancellations recommended by the Parent Committee Chairperson or appropriate department head will be presented to the County Board for action.
- l. Contract execution: All purchases made at this procurement level must be made in accordance with the DeKalb County Board procedures and such contracts must be signed by the DeKalb County Board Chairperson.

4. BOARD LEVEL PROCUREMENTS - REQUEST FOR PROPOSAL

- a. Condition for Use: In cases where the County seeks to contract for a project or service whose goals, tasks or results are known, but for which the procedure or method of accomplishing same either may not be specified or are otherwise undetermined, a contract may be entered into by use of the Request for Proposal procedure. Reasons for using the Request for Proposal procedure shall be approved by the Parent Committee prior to the commencement of the procedure.
- b. Origination of Request for Proposal: Proposals shall be solicited through the appropriate Parent Committee with the assistance of the requesting Department and shall include specifications or general descriptions of goals, tasks or results, and any material non-negotiable contractual terms and conditions applicable to the procurement.
- c. Public Notice: Adequate public notice of the request for proposal shall be given in the same manner as Public Notice for Invitation for Bids, Section II(A)(3)(d) (Public Notice).

- d. Evaluation Criteria: Criteria, including the weight to be given to each factor, must be developed for evaluation of the proposal prior to notice and included in the Request for Proposal.
- e. Receipt of Proposals: Names of offerors will be acknowledged in the presence of one or more witnesses at the time and place designated in the public notice. Contents of the proposals shall not be disclosed to any of the competition or offerors during the selection or negotiation process. A register of the proposals shall be prepared containing the name of each offeror, and a description sufficient to identify the item/service offered. The register of proposals shall be open for public inspection only after the contract is awarded subject to exemptions from disclosure under the Freedom of Information Act.
- f. Discussions with Responsible Vendor/Offeror and Revisions to Proposals: As provided in the Request for Proposals, discussions may be conducted with the responsible vendors/offerors who submitted proposals determined to be reasonably susceptible of being selected for award. Such discussion may be for the purpose of clarification to ensure there is full understanding and responsiveness to the solicitation requirements. Vendors/Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revision may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.
- g. Award: The County Board shall make the award to the responsible vendor/offeror whose proposal conforms to the solicitation and is determined, in writing, to be the most advantageous to the County taking into consideration price and the evaluation factors set forth in the Request for Proposal. The contract file shall contain the basis on which the award is made.
- h. Contract execution: All purchases made at this procurement level must be made in accordance with the DeKalb County Board procedures and such contracts must be signed by the DeKalb County Board Chairperson.

5. SOLE SOURCE PROCUREMENT

Notwithstanding the above, a contract may be awarded where the County Board determines it is in the best interests of the County to consider only one supplier because the very nature of the procurement makes it not suitable for competitive bids.

A sole source may exist in situations when materials, supplies, equipment or services are available from only a single supplier/contractor or when only one supplier/contractor is deemed economically feasible. If it is determined that sole source procurement must be

utilized, the using department shall prepare supporting documentation for review by the Parent Committee, who shall upon committee approval present the documentation to the County Board for approval. Whenever the County Board determines that it is not economically feasible, or is not in the County's best interest to satisfy the minimum bid requirements, the basis for this determination shall be detailed in writing and retained with the contract.

When sole source procurement has been determined to be appropriate, the requesting department head shall be tasked with the negotiation of price, delivery and other terms as is appropriate.

Each Parent Committee shall maintain a list of all contracts approved by it and then later awarded based upon a sole source determination. Such list shall be submitted to the County Board annually for review.

6. PROCUREMENTS NOT SUITABLE FOR BID

The following types of procurements are determined by the County Board to be not suitable for competitive bidding as defined in *55 ILCS 5/5-1022(c)*: purchases of used equipment; purchases at auction; purchases from the Federal Government; purchases of regulated utility services or other services for which a tariff or set rates are published; and purchases for which there has been a record of no competition, as evidenced by single bids, for three consecutive years.

Any contracts awarded under this section shall be awarded by the County Board exclusively and shall have no more than a one-year term, without an automatic renewal clause, but must be reviewed annually by the Parent Committee for permissive renewal which may then be approved by the County Board.

7. CONTRACTS FOR LEGAL SERVICES

Contracts for legal services will be made through a countersigned engagement letter offered by the State's Attorney, who is the statutorily empowered to provide legal services on behalf of the County pursuant to *55 ILCS 5/3-9005*. No contract for legal services shall be made without the approval of the DeKalb County State's Attorney.

8. CONTRACTS FOR CERTAIN DATA/TELECOMMUNICATION EQUIPMENT

Pursuant to *55 ILCS 5/5-1022(d)*, the county may let without advertising for bids in the case of purchases and contracts, when individual orders do not exceed \$35,000, for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software, and services. As such, Department level and Committee level purchases of such equipment and services shall be handled as set forth in Article II, but Board Level Procurement of such equipment and services shall be allowed without the use of competitive bidding as prescribed by the above cited statute.

9. EMERGENCY PROCUREMENTS

An emergency, allowing for an emergency procurement, shall be defined as an imminent disruption of essential operations or conditions adversely affecting the safety, health or security of persons or property, where it is impractical to remedy such disruption or conditions through the use of normal competitive bidding procedures.

As has been authorized by 55 ILCS 5/5-1022, in emergency situations, the County Board Chairperson shall have the authority to waive the bidding and advertising requirements/procedures otherwise set forth in this Ordinance and to effect procurements in excess of the amount otherwise provided in this section and state statutes, pursuant to the following procedures:

- a. For purchasing emergencies in excess of \$10,000, the department head requiring such purchase shall submit a written and signed request to the County Board Chairperson and Finance Committee Chairperson in a timely manner, and detail the basis to declare that an emergency purchase is necessary.
- b. Emergency purchases shall be limited to those materials, supplies, equipment, services, construction and construction related services necessary to satisfy the emergency.
- c. The County Board Chairperson's determination of an emergency existing and the basis relied upon shall be memorialized in writing.
- d. In such emergency situations, the County Board Chairperson shall be empowered to negotiate and execute contracts without prior approval of the County Board.
- e. Following the negotiating and entry of a contract or other means of emergency purchase, the County Board Chairperson shall submit the documentation to the Finance Committee and then to the County Board for ratification.
- f. Should the County Board Chairperson not be available at the time of the emergency, then the County Board Vice Chairperson shall be authorized to perform the above described functions in his/her place.

10. COOPERATIVE JOINT PURCHASING AUTHORIZED

Subject to applicable state statutes, such as the Governmental Joint Purchasing Act (30 ILCS 525/1 *et seq.*), DeKalb County may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of goods, services, or construction with one or more governmental procurement units in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between such government units and open-ended state procurement contracts, which are made available to other

government procurement units after having been bid by another government procurement unit where required.

When Joint Purchasing is being utilized, Article II (A)(1)-(4) requirements of this Ordinance shall not be applicable. Instead, the requesting department shall follow the statutory requirements of 30 ILCS 525/1 *et seq*, as well as any other statutes that may be applicable. After being determined as appropriate by the department head, purchases over \$30,000 must then be presented to and approved by the appropriate Parent Committee prior to being presented to the County Board for final approval and contract signature.

11. PROFESSIONAL SERVICES SELECTION PROCESS

There will be circumstances where it will be necessary or advisable for DeKalb County to engage the services of independent professionals because of the County's need for such services as determined on a project-specific basis. In such cases, it shall be the goal of the County to negotiate the lowest reasonable fees consistent with obtaining the highest possible quality of service and expertise from the professional service providers. To affect this, the following shall apply:

- a. Types of professional services to be covered include: Engineering, Architects and Land Surveyors. These services require mandatory or essential technical skills provided by accredited professionals or quasi-professionals in connection with a defined assignment, which result in the preparation of a report, specifications or recommendation of a particular course of action, and may include supervision of an activity (such as construction). These services are excluded from the standard competitive bidding selection process and shall instead comply with 50 ILCS 510/1 *et seq*.
- b. Whenever a project requiring architectural, engineering or land surveying services is proposed for the County, it shall proceed to obtain such services as outlined in the Local Government Professional Services Selection Act (50 ILCS 510/1 *et seq.*), unless it already has an existing satisfactory relationship for such services with one or more firms.
- c. Providers of these services shall be selected in accordance with the Local Government Professional Services Selection Act (50 ILCS 510/1 *et seq.*) as it may be amended from time to time. As such, professional service providers shall be selected on the basis of their demonstrated competence and expertise relative to the services to be rendered, their qualifications, their willingness to meet time requirements, their firm's workload, their demonstrated or perceived ability to work with County staff and elected officials and/or the reasonableness of the cost of their services.

- d. The engagement of an independent professional service shall be based on a determination by the requesting Department Head that it is necessary for at least one of the following reasons:
1. The project requires an independent professional as a condition of Federal, State or local law or regulation, or as a condition of a Federal, State or other grant or intergovernmental agreement;
 2. The project requires specialized expertise or multiple areas of expertise not available from existing staff;
 3. County staff is not available for the project due to present or anticipated workload or other time constraints;
 4. The project requires a limited engagement where it is not cost-effective to hire new full-time staff to provide the necessary services or expertise; and/or
 5. An actual emergency exists where existing staff cannot effectively be deployed or mobilized due to the nature of the occurrence or time constraints.

Such determination by the appropriate Department Head shall be in writing and kept with the subsequent contracting documents.

- e. Professional Services agreements not expected to exceed \$9,999.99 may be entered into by the requesting Department Head. Professional Services agreements at or above \$10,000.00 and not expected to exceed \$29,999.99 may be entered into by the requesting department's Parent Committee Chairperson. All professional services agreements for amounts over \$29,999.99 shall only be entered into by the DeKalb County Board.
- f. The DeKalb County Board is authorized to enter into Master Agreements for professional services with those firms that it has a satisfactory relationship with. Following the creation and approval of such Master Agreements, any Task Orders to be issued for services covered by the agreement may be entered into as directed by Article II(A)(11)(e) above.
- g. Performance Criteria: Upon completion of each contract over \$30,000, the department involved shall prepare a written evaluation of the consultant's performance. The details of the evaluation shall be consistent with the cost and complexity of such assignments. For contracts over \$30,000, the County Administration Office will maintain a record of such evaluations for the use of all departments when selecting future professional service/consultants. No consultant shall be awarded subsequent contracts

unless the using department has submitted a satisfactory evaluation to the County Administration Office.

12. COST PLUS PERCENTAGE CONTRACTS

Cost plus percentage of cost (CPPC) contracting shall not be used. Cost plus percentage of cost contracts demand the County to pay a fee that rises as the contractor's costs rise. It has been determined that this type of contract provides no incentive for the contractor to control costs and is thus improper. Any contract entered into utilizing cost plus percentage calculation shall be void.

13. FURTHER AUTHORITY OF COUNTY BOARD CHAIRPERSON

In addition to the purchasing abilities contained within Article II (A) above, the County Board Chairperson, upon advice and consent of the DeKalb County Board, is also authorized to sign any contract or agreement regarding purchases at lower procurement levels after receipt of all the contractually required documentation and proper adherence to bidding/quotation requirements as articulated above.

PART B - CONTRACT ADMINISTRATION

1. CONTRACT MONITORING

A contract administration system is designed to ensure that the contractor is performing in accordance with the terms and conditions of the contract. Contract administration results may be utilized by the Parent Committee Chairperson(s), County Administration Office and County Board for vendor evaluation. To that end:

- a. It is the using department's responsibility to match contract terms and prices with invoices, and to otherwise monitor compliance with the contract terms. The using department is also responsible to determine the imminent need for, and to begin processing, a change order where appropriate.
- b. Payment must be identified and applied to an existing contract, task order or purchase order.

2. COUNTY PROCUREMENT RECORDS

All determinations and other written records, notes of telephone conversations and notes of other oral conversations pertaining to the solicitation, award and performance of a contract shall be maintained for the County in the procurement records of the respective Department for which the procurement is made.

PART C – AUTHORIZATION, REVIEW AND APPROVAL PROCESS

1. AUTHORIZATION TO INITIATE BIDS OR OTHER SOLICITATIONS

Each department head, Elected Official and Parent Committee may initiate bids or other solicitations for any materials, supplies, equipment, services, construction and construction related services for which they deem are necessary.

2. FISCAL RESPONSIBILITY

Monies for contracts to be awarded must already be appropriated in the annual budget. New contracts or existing contracts that will require supplemental appropriations must be

approved by the County Board. Prior to the issuance of any supplemental purchase order, contract, task order, change order or contract modification, the Finance Committee shall certify that sufficient budgeted funds are available.

3. LEGAL REVIEW OF CONTRACTS

Prior to award, the department head, Parent Committee Chairperson or County Board Chairperson may request the State's Attorney's Office to review a contract that is not in a standard form or utilizing the DeKalb County Standard Addendum. This review shall not be required when the form and content of the contract documents have previously been approved by the State's Attorney's Office.

4. MULTI-YEAR CONTRACTS

The County's policy on multi-year contracts includes the following:

- a. All multi-year contracts presented for approval shall contain the total value of the award for the multi-year period.
- b. Only the current fiscal year portion shall be encumbered.
- c. Multi-year contracts that exceed a total term of two (2) years shall not be presented to a Parent Committee or County Board, unless approved in advance by the State's Attorney's Office and the County Board Chairperson.
- d. Multi-year contracts shall not be awarded for a term longer than the term of the present County Board, unless approved by the County Administrator or State's Attorney's Office.
- e. Any such multi-year contract must contain a termination clause stating: "This Agreement may be terminated by DeKalb County upon written notice delivered to Vendor at least thirty (30) calendar days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement."
- f. Any such multi-year contract must contain a non-appropriation clause stating: "In the event DeKalb County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into, which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Vendor. In the event of a default due to non-appropriation of funds, either party has the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon such termination of the Agreement."

5. CONTRACT RENEWALS

Contract Renewal may occur to effectuate a continuation for an additional period under the original terms and conditions of a contract, where the renewal clause is included in the bid document. If the originating contract does not include the terms and conditions of a renewal, any continuation of the contract is considered a new contract, which must be re-bid or otherwise newly approved pursuant to the conditions of this ordinance.

The following rules, as well as those that may arise by statute, govern contract renewals:

- a. All contracts that contain an optional renewal clause shall be presented to the appropriate purchasing authority as outlined above for approval with the total dollar value for the initial period of award.
- b. All subsequent requests for contract renewals shall originate from the using department in the form of a written request indicating the desire for the renewal, the subsequent renewal term and the total dollar value for the renewal period.
- c. The request shall be submitted at least sixty (60) days prior to the expiration date of the current period.
- d. The appropriate county purchasing authority will obtain contractor approval and submit the necessary correspondence/documentation for approval.
- e. All renewals shall be for the time period specified in the original contract document or shorter.
- f. All contracts containing renewal clauses that exceed a total term of two (2) years shall not be presented to the Parent Committee or County Board unless approved in advance by the State's Attorney's Office and the County Board Chairperson.

6. CHANGE ORDERS AND CONTRACT MODIFICATIONS

- a. All change orders and contract modifications will be presented in advance to the appropriate Department, Parent Committee, or County Board; whichever was responsible for the procurement at issue. If no further approval is required, as described below, the originating/requesting department will continue the processing of necessary documentation.
 1. For interim (non-final) change orders and contract modifications where the total purchase amount, including any changes, does not exceed the maximum allowable \$5,000.00 Department Level Procurement amount, processing may continue without further approval.

2. For final change orders processing may continue without further approval where:
 - i. there is a price increase of up to \$2,500 or
 - ii. there is a price increase of no more than 10% of the initial price.

3. Processing may continue subject to County Board ratification for change orders that:
 - i. decrease a contract by \$10,000 or more;
 - ii. increase or decrease the contract term by 30 or more calendar days; or
 - iii. cancel any contract.

- b. Further approval, by the Parent Committee, is required before processing occurs in the following cases:
 1. where department head approval was required for the initial contract and the change order increases the contract to an amount in excess of the maximum \$5,000.00 Department Level Procurement amount.

 2. where Parent Committee approval was required for the initial contract and the change order increases the contract to an amount no greater than the maximum \$14,999.99 Committee Procurement level, or

 3. where Parent Committee approval was required for the initial contract and the change order materially alters the scope of work to be performed.

- c. Further approval, by the Parent Committee and then the County Board, is required before further processing occurs in the following cases:
 1. where department head approval or Parent Committee approval was required for the initial contract and the change order increases the contract to an amount in excess of the maximum \$14,999.99 Committee Procurement level, or

 2. where Parent Committee and County Board approval was required for the initial contract and the change order materially alters the scope of work to be performed.

- d. Where the time required to approve and process a change order necessitated by field conditions would unreasonably interrupt contract work to the financial detriment of the County, the change order may be processed upon the agreement of the department head and Project Manager, subject to ratification by the DeKalb County Board. The Parent Committee Chair

shall be notified of such a field condition change order at the earliest possible opportunity.

- e. In the case of Public Works contracts, no change order, including a field condition change order can be made where the total contract value (or subcontract value) is increased to more than 50% of the initial contract price. In such case, the new or increased value goods or services must be submitted for competitive bidding pursuant to the Public Works Contract Change Order Act (50 ILCS 525/5).
- f. In accordance with 720 ILCS 5/33E-9, should a change order, or a series of change orders to any public contract, result in an increase or decrease in contract cost by a total of more than \$10,000.00 or increase or decrease the time of completion by a total of thirty (30) days or more, then prior to the authorization of such change order(s), the appropriate department head or Committee Chairperson must provide a determination in writing that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the County and authorized by law. Such written determination and the resulting change order(s) shall then be kept in the contract's file.

ARTICLE III – SPECIFICATIONS

PART A – RESPONSIBILITY FOR SPECIFICATIONS

The Parent Committee Chairperson or designee (in general the head of the department utilizing such goods or services) shall prepare, revise, maintain, and monitor specifications for materials, supplies, equipment, services and construction required by the County except that specifications for any public work involving professional engineering shall be prepared by a professional engineer. The Highway Department may prepare specifications for construction and maintenance of highways, bridges, and culverts in accordance with IDOT standards.

Specifications for grant-funded contracts shall include all terms and conditions required by the grant, and it shall be the responsibility of the using department to furnish such terms and conditions to the purchasing authority (whether it be Department Head/Parent Committee/County Board). Such grant funded contracts will be obtained only in compliance with the DeKalb County Government Procurement Policy for Federal & State Grants, as adopted on May 16, 2018 and amended as needed.

PART B - MAXIMUM PRACTICABLE COMPETITION

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the County's needs, and shall not be unduly restrictive. The policy applies to all specifications including but not limited to, those prepared for the County by architects, engineers, designers and draftsmen.

To that end, when specifications refer to one or more brand name products followed by the words “or equal”, submissions will be accepted that contain products with minor differences in design, construction or features, which do not affect the suitability of the product for its intended use.

ARTICLE IV – REMEDIES FOR SOLICITATIONS OR AWARDS IN VIOLATION OF LAW

PART A – PRIOR TO BID OPENING OR CLOSING DATE FOR RECEIPT OF PROPOSALS

If, prior to the bid opening or the closing date for receipt of proposals, the requesting department head, after consultation with the State’s Attorney, determines that a solicitation is in violation of federal, state or local law, then the solicitation shall be canceled or revised to comply with applicable law.

PART B – PRIOR TO AWARD

If after bid opening or the closing date for receipt of proposals, the requesting department head determines that a solicitation or a proposed award of a contract is in violation of federal, state or local law then the solicitation or proposal award shall be canceled in accordance with this Ordinance.

PART C – AFTER AWARD

If, after an award, the requesting department head determines that a solicitation or award of a contract was in violation of applicable law, then:

1. If the person awarded the contract has not acted fraudulently or in bad faith, the contract may be terminated in accordance with the terms and conditions of the contract.
2. If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void.

If a contract must be terminated pursuant to C(1) above, then the Person awarded the contract shall be compensated for the actual costs reasonably incurred performing under the contract prior to notification of its termination. However, no further penalties and/or early termination charges shall be required upon such termination of the Agreement.

ARTICLE V – ETHICS, PROHIBITED INTERESTS, REQUIRED DISCLOSURES & VIOLATIONS

PART A – ETHICS

Any and all actions related to this Purchasing Ordinance shall comply with the DeKalb County Ethics Policy (including any future amendments).

PART B - PROHIBITED INTEREST IN CONTRACTS

Prior to award, every contractor, union, or vendor that is seeking a contract with the County shall affirm that no DeKalb County officer or elected official has a direct or indirect

pecuniary interest in the subject company or the subject contract, or, if any DeKalb County officer or elected official does have a direct or indirect pecuniary interest in the company or the contract, that interest, and the procedure followed to effectuate the contract has and will comply with 50 ILCS 105/3.

PART C – NEPOTISM

The County Board reaffirms its policy relative to the practice of nepotism as adopted by resolution on October 16, 1991 and extends such policy to the obtaining of goods and services.

PART D - VIOLATIONS

Non-conformance with this Ordinance may violate other County rules and State of Illinois civil and criminal laws and may result in appropriate legal action, contract cancellation, discipline and/or sanctions as the law provides.

ARTICLE VI – AMENDMENT

Part A - AMENDMENT & REVIEW OF ORDINANCE

The County Board shall review this Ordinance as appropriate, but at least every five years, to ensure conformance with current statutes and best procurement practices, and to further the interests of the County. No change to this ordinance shall be effective until approved as an amendment by the DeKalb County Board.

Part B – EFFECTIVE DATE

This Ordinance and the regulations contained therein shall be in full force and effect on and after the date signed below.

ADOPTED and APPROVED this 20th day of April, 2022.

John Frieders
DeKalb County Board Chairman

Attest: _____
Douglas J. Johnson
DeKalb County Clerk

Vote total:
Aye: ____
Nay: ____
Abstain: ____