

- (27) Responsible Bidder or Offeror. A person (firm) who has the capability in all respects to perform fully the contract requirements, and the experience, personnel, integrity, reliability, facilities capacity, equipment, acceptable past performance and credit which will assure good faith performance.
- (31) String Purchasing. For purposes of this ordinance, splitting or stringing purchases is the practice of issuing multiple purchase orders, procurement card transactions, or requisitions for purchasing like items or services, with the willful intent to circumvent the purchasing policy. 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.

For the 2006 "offer" from the "offerors" who gave instructions to the Offeror and what did it entail? Where are the instructions to Motorola in the public record? Who authorized Motorola to formulate the bid package pass in Sept 2006? When was that person authorized?

2-101 TERMS AND CONDITIONS

The Purchasing Division is responsible for providing standardized contractual terms, conditions, notices, instructions, etc., for all bid and/or proposal documents except for Road Construction that follow Illinois Department of Transportation standards and regulations. All bid/proposal documents shall include, but not be limited to:

Instruction to Bidders and/or Offerors

General Conditions

Bid and/or Proposal Forms

Special or Supplemental Conditions (prepared by or in conjunction with the using department)

Affidavits or certificates required by statute

Language indicating specific state statutes applicable to the procurement function or contract performance

Bonds and insurance, where required.

Each bid/proposal will be evaluated by the Purchasing Division to determine the specific requirements of each individual bid/proposal document.

2-201 BID AND/OR REQUEST FOR PROPOSAL DOCUMENT ADDENDA AND QUESTIONS

Once the bid/request for proposal document has been issued, all questions regarding this document shall be submitted in writing to the Purchasing Division. Any and all addenda shall be issued by the Purchasing Division pursuant to any alterations required in the bid document. If it is determined that a bidder/offeror received an unfair advantage from information obtained through other departments or agencies, the bid or request for proposal may be canceled.

2-301 PLACEMENT OF PURCHASING ITEMS ON AGENDAS

The Purchasing Division shall review and approve purchasing items for compliance prior to submission for approval by Parent Committee, or Parent Committee and County Board for items over \$5,000, as required by the Purchasing Ordinance. This is all-inclusive except those road construction items that are placed on the agenda directly for the Transportation Committee and County Board. This review is required irrespective of whether the award is low bid/proposal, sole bid/proposal or not low bid/proposal.

4-103 PURCHASES OVER \$15,000 - COMPETITIVE SEALED BIDDING

- (1) Conditions of Use. All purchases by the County (excluding professional services) where the value exceeds \$15,000 (except where allowed by statute) shall be awarded by competitively sealed bidding except as otherwise provided in section 4-104 (Request for Proposals), 4-105 (Emergency Procurements), 4-106 (Cooperative Purchases), or as provided by State Statute. String Purchasing is forbidden and purchases shall not be artificially divided for purposes of evading the competitive sealed bidding requirement.

4-302 COUNTY PROCUREMENT RECORDS

- (1) Procurement Records. All determinations and other written records, notes of telephone conversations and notes for oral conversations pertaining to the solicitation, award and performance of a contract shall be maintained for the County in the procurement records in the Purchasing Division.

4-403 FISCAL RESPONSIBILITY

Prior to the issuance of any purchase order, contract, change order or contract modification, the Finance Department shall certify that sufficient budgeted funds are available.

This next section is VERY delicious:

4.405 CHANGE ORDERS AND CONTRACT MODIFICATIONS

- (1) All change orders and contract modifications except those under section (4) will be presented in advance to the Purchasing Division. If no further approval is required, as described below, the Purchasing Division will continue the processing of necessary documentation.
 - a) For interim (non-final) change orders and contract modifications where the total purchase amount, including any changes, does not exceed \$5,000.00, processing may continue without further approval.
 - b) 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.
 - c) Processing may continue subject to County Board ratification on a consent agenda for change orders that:
 - (i) decrease a contract by \$10,000 or more;
 - (ii) increase or decrease the term by 30 or more calendar days
 - (iii) cancel any contract
- (2) Further approval, by the Parent Committee, is required before further processing occurs in the following cases:
 - a) where Department Head approval was required for the initial contract and the change order increases the contract to an amount in excess of \$5,000,
 - b) where Parent Committee approval was required for the initial contract and the change order increases the contract to an amount up to \$15,000, and
 - c) where Parent Committee approval was required for the initial contract and the change order materially alters the scope of work to be performed.
- (3) Further approval, by the Parent Committee and the County Board, is required before further processing occurs in the following cases:
 - a) 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 \$15,000, and
 - b) 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.
- (4) 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 County Board on the action agenda. The Parent Committee Chair shall be notified of a field condition change order at the earliest possible opportunity.
- (5) No change order, including a field condition change order can be made where the total contract 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 statute.

4-406 MULTI-YEAR CONTRACTS

- (1) 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 shall not be presented to a Parent Committee or Parent Committee and County Board, that exceed a total term of four (4) years unless approved in advance by the Purchasing Manager and the Chief Financial Officer.

5-103 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.

6-101 AUTHORITY TO ISSUE A DECLARATION OF NON RESPONSIBILITY

After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Purchasing Manager is authorized to declare the person non-responsible for purposes of supplying goods, services and construction to the County. The declaration shall be in effect for a period of not more than two years, for all solicitations.

The causes for such a declaration include:

- (1) Conviction for commission of a criminal offence as an incident to obtaining or attempting to obtain public or private contract or subcontract, or in the performance of such contract or subcontract;
- (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offences indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
- (3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Manager to be so serious as to evidence non responsibility:
 - a) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - b) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance is not caused by acts beyond the control of the contractor.
- (5) Any other cause the Purchasing Manager determines to be so serious and compelling as to affect responsibility as a county Contractor, including suspension by another governmental entity for any cause listed in this Ordinance.

6-201 AUTHORITY OF THE PURCHASING MANAGER TO SETTLE BID PROTESTS AND CONTRACT CLAIMS, SUBJECT TO STATUTORY PROVISIONS

- (1) Authority. The Purchasing Manager is authorized to resolve any procedural protest regarding the solicitation or award of any bid under his purview.
- (2) Right to Protest. Any actual or prospective bidder, offeror, or contractor who believes they have been adversely affected in connection with the solicitation or award of a contract may, within seven calendar days of the solicitation, bid opening or award, by mail, fax or have served, a letter of protest to the Purchasing Manager. The Purchasing Manager must submit a response in writing to the protesting entity, within five (5) business days from receipt of the protest.
- (3) Delay of Procurement During Protest. In the event of a timely protest under subsection (2) of this section, the County shall determine whether it is in its best interest to proceed with the solicitation of the bid, bid opening or award of the contract.
- (4) Notice to the Protestor of the Purchasing Manager's Decision. If the protest or claim is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, and it shall be immediately mailed or otherwise furnished to the protesting entity. The decision shall state the reasons for the decision reached, and shall inform the protestor of their option to appeal under subsection (5) of this section.
- (5) Protestor Right to Appeal. The Purchasing Manager's decision shall be final and conclusive unless, within five (5) business days from the date of receipt of the decision, the County Board Chairman receives a written appeal regarding the Purchasing Manager's decision. The County Board Chairman shall, in writing, render a decision within ten (10) business days.
- (6) Failure to Render Timely Decision. In the event the Purchasing Manager does not issue a written decision within the specified time period prescribed under subsection (2) of this section, or within such longer period as may be agreed upon between the parties the protesting entity may proceed as if an adverse decision had been received.

6-202 REMEDIES FOR SOLICITATIONS OR AWARDS IN VIOLATION OF LAW

- (1) 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 Purchasing Manager, 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.

- (2) Prior to Award. If after bid opening or the closing date for receipt of proposals, the Purchasing Manager 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.
- (3) After Award. If, after an award, the Purchasing Manager determines that a solicitation or award of a contract was in violation of applicable law, then:
 - a) If the person awarded the contract has not acted fraudulently or in bad faith, the contract may be terminated in accordance with the terms and conditions of the contract.
 - b) If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void.

**ARTICLE 7
ETHICS**

PART A – ETHICS AND CONFORMANCE

7-101 ETHICS

Any or all actions related to this Purchasing Ordinance shall comply with approved County Ethics and Personnel ordinances. In the event of a conflict, the Ethics Ordinance will control.

7-102 VIOLATIONS

Non-conformance with this ordinance may violate County rules, State of Illinois civil and criminal laws and may result in legal actions and sanctions.

7-103 REPORTING OF ANTI-COMPETITIVE PRACTICES.

When for any reason collusion or other anti-competitive practices are suspected among any bidders or offerors, or by any County employees or officers, an employee with knowledge of such reason shall follow the reporting requirements of the County's Personnel Ordinance. Facts may also be presented to the County Auditor or the State's Attorney for appropriate investigation. Any employee making a good faith report under this section shall have all protections afforded to a whistleblower under the Personnel Ordinance and State statute.