FOREST PRESERVE DISTRICT OF KANE COUNTY
PURCHASING ORDINANCE

REVISED AUGUST, 2025

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PURCHASING ORDINANCE

Approved August, 2025

ARTICLE I – GENERAL PROVISIONS

1.1 PURPOSE

Pursuant to the District's statutory obligation to provide for the purchase of commodities, equipment and services, the purpose of this Ordinance is to manage the procurement process in compliance with all applicable laws and ensure that fair and equitable treatment is provided to all parties involved in the Forest Preserve's purchasing activities as authorized by (70ILCS 805/5.) The intent is to foster a competitive bidding environment to maximize public procurement funds; thereby increasing public confidence in the District's purchasing practices.

1.2 APPLICABILITY

This ordinance applies to procurement of materials, services, supplies, equipment, construction; construction related services and professional services by the District. These provisions shall apply to all expenditures of public funds by the District for purchasing regardless of its source, except as otherwise provided by Federal or State law, or regulations. Procurements involving Federal or State funding will be subject to any applicable law, regulation or grant.

1.3 SEVERABILITY

If any provision of this Ordinance or any application thereof to any person or circumstances is held invalid, such invalidity shall not affect the validity of the remaining provisions or application of this Ordinance.

1.4 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 the District in any manner.

1.5 SINGULAR-PLURAL GENDER RULES

1.5.1 Singular-Plural

Words in the singular include the plural and those in the plural include the singular.

1.5.2 Gender

Words of a particular gender include any gender and the neuter, and when sense so indicates, words of the neuter gender may refer to any gender.

ARTICLE II – DEFINITIONS

2.1 ARCHITECT – ENGINEER AND LAND SURVEYING SERVICES

Those professional services within the fields of architecture, professional engineering, structural engineering or land surveying as defined by the Local Government Professional Services Section Act, 50 ILCS 510/1 et seq.

2.2 BID SECURITY

A guarantee that the bidder will enter into a contract, if an offer is presented within the specified period of time, otherwise failure on the bidder's part will result in forfeiture of the bid Security.

2.3 CHANGE ORDER

Written authorization directing the Contractor to modify or change an existing purchase order or contract.

2.4 COMPETITIVE SELECTION

A process whereby public solicitation is used to select the best provider of materials, equipment, supplies, services, construction and construction related services. Methods of competitive selection include invitation for bids, requests for proposals and requests for qualifications. All contracts involving an expenditure in excess of $60,000 for supplies and materials and in excess of $30,000 for work must be let to the lowest responsible bidder submitting a responsive bid.

2.5 CONFIDENTIAL INFORMATION

Any information which is available to an individual, solely due to his/her status as a District employee, and which is not a matter of public knowledge or accessible to the public on request.

2.6 CONTRACT MODIFICATIONS

Any written alteration in the terms of conditions of any Contract accomplished by mutual action of the parties to the contract.

2.7 CONSTRUCTION

The process of building, altering, repairing, improving or demolishing any structure or building, or other improvements of any kind to any real property.

2.8 CONTRACT

All types of District agreements, including purchase orders, whether oral or written and regardless of what they may be called, for the procurement of materials, services, equipment, supplies or construction and construction related services.

2.9 CONTRACT RENEWAL

Continuation of the contract for an additional period of time, under the original terms and conditions, when allowed by provisions for renewal, which were included in the original bid document. If the bid document does not include provisions for renewal, any continuation of the contract would be considered a new contract and therefore must be re-bid, unless a contract extension is approved by the Forest Preserve District of Kane County Commission.

2.10 CONTRACTOR

Any person or entity that is party to a contract with the District.

2.11 COOPERATIVE JOINT PURCHASING

Procurement conducted by or on behalf of more than one governmental unit.

2.12 DESIGN-BUILD

An approach to the design and construction of a project that provides responsibility within a single contract for the furnishing of architecture, engineering, land surveying, and related services as required and the labor, materials, equipment, and other construction services for the project or, if defined differently in the Design-Build Act, then as defined in such statute. Design-Build Act. The Forest Preserve District and Conservation District Design-Build Authorization Act, 70 ILCS 860/1 et seq.

2.13 DISCUSSIONS

Oral or written negotiations between the District and an offeror during which information is exchanged about specifications, scope of the work, terms, conditions, and price set forth the initial proposal. Communication with an offeror for the sole purpose of clarification does not constitute discussions.

2.14 EMERGENCY PURCHASE

Procurements obtained in circumstances which include, but are not limited to, are: situations threatening public health or safety, where immediate repairs required to District property to protect or prevent against further loss or damage, where immediate action is needed to prevent or minimize disruption of District Services, where immediate action is required to ensure integrity of District records, or where immediate action is necessary to avoid a lapse or loss of federal, state or donated funds.

2.15 EQUIPMENT

Goods that are purchased or used by the District that are not materials or supplies.

2.16 GOVERNMENTAL UNIT

The State of Illinois, any public authority which has the power to tax, or any other public entity created by Federal or State statue.

2.17 INVITATION FOR BIDS

All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

2.18 MATERIALS

Items or supplies required in the performance of day-to-day operations.

2.19 MULTIPLE PRICE QUOTATION

Where competitive selection is not required or cannot be utilized because of an emergency, a process of obtaining price information from at least three (3) sources or vendors prior to purchase.

2.20 PAYMENT SECURITY

A performance bond, cash bond, irrevocable letter of credit, letter of commitment, or other instrument that complies with the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 et seq., that provides security for a contractor's payment of material used in the work and for all labor performed in the work, whether by subcontractor or otherwise and that is (i) in a form satisfactory to the District, (ii) in an amount not less than 100 percent of the contract price of such contract (or such lower amount approved by the Purchasing Manager), (iii) issued by (a) if a performance bond, a surety or insurance company authorized by the Illinois Department of Insurance to sell and issue sureties in Illinois or (b) if a letter of credit or letter of commitment, by a financial institution acceptable to the District.

2.21 PERFORMANCE SECURITY

A performance bond, cash bond, irrevocable letter of credit, letter of commitment, or other instrument that complies with the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 et seq., that provides security for a contractor's performance of a contract and that is (i) in a form satisfactory to the District, (ii) in an amount not less than 100 percent of the contract price of such contract (or such lower amount approved by the Purchasing Manager), (iii) issued by (a) if a performance bond, a surety or insurance company authorized by the Illinois Department of Insurance to sell and issue sureties in Illinois or (b) if a letter of credit or letter of commitment, by a financial institution acceptable to the District.

2.22 PERSON

Any individual or group of individuals, business, union, firm, corporation, trust, sole proprietorship, joint stock company, partnership, association, joint venture, committee, club, or any entity.

2.23 PROCUREMENT

The purchasing, renting, leasing or otherwise acquiring of materials, supplies, equipment, services, construction and construction related services. 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.

2.24 PROFESSIONAL SERVICES

Those services requiring special knowledge, education or skill whereby the qualifications or persons rendering the services are of primary importance. Professional services shall include, but not be limited to, appraisers, attorneys, architects, engineers, accountants and land surveying services. An essential element distinguishing professional services from other services is confidence, trust and belief in not only the ability, but also the judgment and talent of the person performing the service.

2.25 PURCHASING AGENT

The Director of Finance or any staff member of the Finance department authorized to act as a Purchasing Agent.

2.26 REQUEST FOR INFORMATION

All documents issued to vendors for the sole purpose of seeking information about the availability in the commercial marketplace of materials, equipment, supplies, services, construction and construction related services.

2.27 REQUEST FOR PROPOSALS

All documents, whether attached or incorporated by reference, which are used for soliciting proposals in accordance with procedures defined herein.

2.28 REQUEST FOR QUALIFICATIONS

All documents, whether attached or incorporated by reference, which are used for soliciting qualifications in accordance with procedures defined herein.

2.29 RESPONSIBLE BIDDER OR OFFEROR

A person who has the capability, in all respects, to fully perform the contract requirements and who has the facilities, personnel, experience, integrity reliability, equipment, acceptable past performance, financial strength, credit ranking which will assure good faith performance and is a responsive bidder.

2.30 RESPONSIVE BIDDER

A Person who has submitted a bid that conforms, in all material respects, to the requirements set forth in the invitation for bid.

2.31 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. This definition shall not apply to employment agreements, collective bargaining agreements or to the definition of “Professional Services” as provided in subsection 2.21 of this section.

2.32 SOLICITATION

An invitation for bids, a request for proposals, a request for information, or a request for

qualifications.

2.33 SMALL PURCHASE THRESHOLD

The threshold established by the District at which public bids are not required.

2.34 SPECIFICATIONS

Any description of the physical or functional characteristic or nature of materials, services, equipment, supplies or construction and construction related services. It may include a description of any requirement for inspection, testing or preparing materials, services, supplies, equipment, construction and construction related services.

2.35 STRINGING

Dividing or fragmenting procurements in order to circumvent competitive selection process and procedures. For purposes of this Ordinance, "Stringing" is the practice of issuing multiple purchase orders or requisitions for purchasing like items or services, with the willful intent to circumvent purchasing policies.

2.36 SUBCONTRACTOR

A person who contracts to perform work or render service to a contractor or to another subcontractor as a part of a contract with the District.

2.37 SUPPLIES

Materials or items used in day-to-day operations, which are usually stored and dispensed as required.

2.38 USED EQUIPMENT

Equipment that has been in service for at least half of its commercially reasonable life or is otherwise determined by a District Department, on a case-by-case basis, to be a bona fide used item.

2.39 USING DEPARTMENT

Any district department which utilizes any materials, services, supplies, equipment, or construction related services procured under this Ordinance.

2.40 PREVAILING WAGE

The wage, as established by the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq., that must be paid for all public works contracted for, either through public bid or proposals, by the District.

Current prevailing wages are located at https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx.

2.41 RETAINAGE

No construction contract may permit the withholding of retainage from any payment in excess of the amounts permitted in this Section. Retainage of up to 10% of any payment made prior to completion of 50% of contract. When a contract is 50% complete, retainage withheld shall be reduced so that no more than 5% is withheld.

2.42 CREDIT CARDS

The District has approved the use of specific vendor credit cards and one (1) general corporate credit card.

ARTICLE III – PROCUREMENT ORGANIZATION

3.1 PRINCIPAL PUBLIC PURCHASING OFFICIAL

The Director of Finance shall serve as the purchasing agent for the District and shall be responsible for the procurement of materials, supplies, equipment, and services in accordance with this Ordinance.

3.2 DUTIES

In accordance with the Ordinance and subject to the direction of the Forest Preserve District of Kane County Commission, the President and the Executive Director, the Director of Finance shall;

1. Procure or supervise the purchasing of materials, services and supplies required by the District.
2. Process contracts and purchase orders solicited through open competition for materials, equipment, services and supplies required by the District.
3. Create and maintain programs for contract administration, specification preparation, inspection, testing and acceptance, in cooperation with the District Departments using the materials, supplies, services and equipment.
4. Make written determinations as required by this Ordinance, specifying the facts supporting the determination, for retention in the permanent contract file.

3.3 PURCHASING REGULATIONS AND OPERATIONAL PROCEDURES

In conjunction with the approval of the Executive Director, the Director of Finance may adopt purchasing regulations and procedures consistent with all other provisions of this Ordinance, which relate to the execution of his/her duties and the implementation of this Ordinance by the Director of Finance, including the delegation of purchasing authority pursuant to the terms of Section 3.5 hereof.

3.4 PUBLIC ACCESS TO PROCUREMENT INFORMATION

Procurement information is a public record but is subject to certain exemptions from disclosure under the Illinois Freedom of Information Act.

3.5 DELEGATION TO OTHER DISTRICT OFFICIALS

3.5.1 Authority

Pursuant to this Ordinance, the Director of Finance may delegate authority to Department Directors to purchase Supplies, Equipment and Services, The delegate will be limited to a maximum amount of money not to exceed $30,000.00 for work (labor) and $60,000 for all other supplies and materials provided that the rules contained within this document are abided by. A written requisition should be completed for Procurement services over $5,000.00. All contracts for items in excess of $5,000.00 will be let by the Finance Department.

3.5.2 Procurement Authority

When the Director of Finance has delegated procurement authority to a Department Director, delegation of all duties and responsibilities of the Director of Finance under this Ordinance shall transfer to the department director to whom the procurement authority has been delegated, with the exception of review, oversight authority and the letting of any required contracts. This authority shall reside with the Director of Finance.

Purchase Type	Process	Dollar Amount	Forms	Approval Required
1.Goods & Equipment 2.Construction 3.Services	One Quote is Required	All Purchases Under $5,000	Purchase Order Credit Card	Written approval by Department Head and Director of Finance
1.Goods & Equipment 2.Construction 3.Services	Three Written Quotes	Work Labor/Services Over $5,000 Under $30,000 OR Supplies/Materials Over $5,000 Under $60,000	Purchase Order Contract Credit Card	Written approval by Department Head and Director of Finance
1.Goods & Equipment 2.Construction 3.Services	Sealed Bids and Requests for Proposals	Work/Labor Over $30,000 Supplies/Materials Under $60,000	Purchase Order Resolution Contract	Forest Preserve District of Kane County Commission
Emergency Procurement		Work/Labor Over $30,000 Supplies/Materials Under $60,000	Purchase Order Credit Card	Written approval by Director of Finance
Emergency Procurement		Work/Labor Over $30,000 Supplies/Materials Under $60,000	Resolution Contract Purchase Order Contract	Forest Preserve District of Kane County Commission

3.5.3 Purchasing Records

All original records relating to a purchase shall be maintained by the Finance Department when said purchase has been made by the Finance Department or delegate of a District Department.

ARTICLE IV – SOURCE SELECTION AND CONTRACT FORMATION

4.1 ARTIFICIAL DIVISION OR FRAGMENTATION PROHIBITED

Procurements shall not be artificially divided or fragmented (Stringing) so as to circumvent any bidding or competitive selection process and procedures described in this Ordinance.

4.2 COMPETITIVE SEALED BIDDING

4.2.1 Conditions for Use

All contracts involving an expenditure in excess of $60,000 for supplies and materials and in excess of $30,000 for work must be let to the lowest responsible bidder submitting a responsive bid. Exceptions to this requirement are those provided by state statute, federal law, Professional Services (Section 4.5) and Emergency Procurements (Section 4.6). Use of intergovernmental cooperative purchasing through organizations of which the District is a member satisfies the requirement for competitive sealed bidding (Section 4.10).

4.2.2 Invitation for Bids

An invitation for bids shall be issued and include all specifications, terms and conditions applicable to the procurement.

4.2.3 Public Notice

Reasonable time for the required public notice of the invitation for bids shall be given, not less than twenty-one (21) calendar days, prior to the date set forth therein for the submittal and opening of bids. For bids requiring a mandatory pre-bid conference, the public notice must be

published at least five (5) days prior to the conference date. Such notice shall include publication in a newspaper of general circulation within Kane County. The public notice shall state the project place, submittal date and time of bid opening and date, time and location of the pre-bid conference. This public notice will be placed on the District web site.

4.2.4 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 name of each bidder, bid amount and any of the relevant information the Director of Finance deems appropriate shall be read aloud and recorded on an abstract. The abstract shall be available to public inspection in accordance with Section 3.4 (Public Access to Procurement Information).

4.2.5 Late Bids

No bids received after the time specified in the invitation for bids will be considered, as it is the responsibility of the bidder to ensure the bid is delivered according to the requirements stated in the solicitation. All bids received after the specified time will be returned unopened to the bidder.

4.2.6 Acceptance and Evaluation of Bids

Bids shall be unconditionally accepted without alteration or correction, except as authorized by this Ordinance. Bids shall be evaluated to determine which bidder offers the lowest cost to the District in accordance with the evaluation criteria set forth in the Solicitation. The "lowest" bid may be determined by use of the base bid, or by use of the base bid together with any alternates that the District determines to accept as being in its best interests. Only objectively measurable criteria set forth in the Invitation for bids shall be applied in determining the lowest Responsive Bidder or highest overall ranked Design- Build Proposer. Examples of such criteria include, but are not limited to, quality of the product supplied, the product's conformity with the specifications, suitability of the product to the requirements of the District, availability of support services, uniqueness of the service, materials, equipment or supplies as it applies to network integrated computer systems, compatibility to existing equipment, delivery terms, discounts, transportation costs, and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used and no other criteria, not stated in the specifications, shall be used. Alternative bids may be considered and accepted, only if provisions authorizing such offers are specifically stated in the invitation for bids and fulfill the required evaluation criteria set forth therein.

4.2.7 Award

Upon submittal and approval from the authorizing committee, Executive Committee and the Forest Preserve District of Kane County Commission, the contract shall be awarded by appropriate notice to the lowest Responsible Bidder or highest overall ranked Design- Build Proposer whose bid meets the requirements and criteria set forth in the invitation for bids. All contractually required documents will be required prior to any notice to proceed.

4.2.8 Vendor Suspension from Bidding

A Bidder (Vendor/Contractor) may be suspended from bidding on District bids by the Director of Finance, if it is determined that the bidder made false statements in previous bids or proposals, declined to accept an award of bid, failed to perform in a satisfactory manner on previous award of bid or is currently in breach of contract with the District for an outstanding project. A Bidder may be suspended for one year for any of the above adverse actions to the District. During that period, the suspended Bidder will not be solicited by the District for any bids or proposals and any bids or proposals received by the District from a suspended Bidder will be returned to the Bidder unopened.

4.3 MULTI-STEP SEALED BIDS

4.3.1 Conditions for Use

The multi-step sealed bid method may be used if the Director of Finance determines:

- Available specifications or purchase descriptions are not sufficiently complete to permit full competition without technical evaluations and discussions to ensure mutual understanding between the bidder and District.
- Definite criteria exist for evaluation of technical offers
- More than one technically qualified source is expected to be available
- A fixed-price contract will be utilized

4.3.2 Invitation to Submit Technical Offers

In Phase One, multi-step bidding shall be initiated by the issuance of an invitation to submit technical offers and shall be prepared in a form approved by the Director of Finance. The invitation to submit technical offers shall contain the following information:

- Notice that the procurement will be considered in two phases and priced bids shall be considered only in the second phase from bidders whose un-priced technical offers are found acceptable in the first phase
- Instructions and information concerning submission requirements, due date and time, submittal address, time period the offer shall remain open and any other special information
- The best description of the materials, equipment or services requested
- The requirements of the technical offers, such as drawings, descriptive literature, samples, technical date and inspection or testing of a product before award

4.3.3 Public Notice

Reasonable time for the required public notice of the invitation to submit technical offers shall be given, not less than ten (10) calendar days, prior to the date set forth therein for the submittal and opening of bids. For offers requiring a mandatory pre-bid conference, the public notice must be published at least five (5) calendar days prior to the conference date. Such notice shall include publication in a newspaper of general circulation within Kane County. The public notice shall state the project, place, submittal date and time of bid opening, and date, time and location of pre-bid conference.

4.3.4 Public Opening

The name of each offeror and other information deemed appropriate by the Director of Finance shall be read aloud and recorded on an abstract, which will be available for public inspection. The abstract and each technical offer shall be open to public inspection in accordance with Section 3.4 (Public Access to Procurement Information).

4.3.5 Amendments to Technical Offers

The invitation to submit technical offers may be amended after submission of the un- priced technical offers and shall only be distributed to bidders who submitted un-priced technical offers. These bidders will be permitted to submit new un-priced technical offers or to amend the offers previously submitted. If an amendment materially changes the procurement, the invitation to submit technical offers shall be cancelled in accordance with Section 4.21.

4.3.6 Acceptance and Evaluation of Technical Offers

Un-priced technical offers shall be evaluated solely in accordance with the criteria set forth in the invitation to submit technical offers and shall be determined to be acceptable or potentially acceptable for further consideration or unacceptable. A determination that an un-priced technical proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the procurement file. If the Director of Finance determines a bidder's un-priced technical offer is unacceptable, the Director of Finance shall notify the bidder of this determination and that the bidder shall not be afforded an opportunity to amend its technical offer.

4.3.7 Discussions with Vendors

The Director of Finance may hold discussions with any bidder who submits an acceptable or potentially acceptable technical offer, before submission or at any time during the evaluation of

the un-priced technical offers. During discussions, the Director of Finance shall not disclose any information derived from any un-priced technical offer to any other bidder. After discussions, the Director of Finance shall establish a closing date for receipt of final technical offers and shall notify, in writing, bidders submitting acceptable or potentially acceptable offers of the closing date. The Director of Finance shall keep a record of all discussion.

4.3.8 Receipt of Final Technical Offers

After receipt of final technical offers, the Director of Finance shall determine whether the technical offers are acceptable for consideration in Phase Two or are unacceptable.

4.3.9 Withdrawal of Offers in Phase One

At any time during phase one, offers may be withdrawn.

4.3.10 Public Access

Technical offers received shall be open to public inspection after the execution of a contract except to the extent set forth in Section 3.4 (Public Access to Procurement Information).

4.3.11 Phase Two of Multi-Step Sealed Bidding

Upon completion of phase one, the Director of Finance shall conduct phase two by issuing an invitation for bids under Section 4.2 (Competitive Sealed Bidding), except that the invitation for bids shall be issued only to bidders whose technical offers were determined to be acceptable in phase one.

4.4 REQUEST FOR PROPOSALS

4.4.1 Conditions for Use

In cases where the District 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 is 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 Director of Finance prior to the commencement of this procedure and presented for informational review to the appropriate committee and the executive committee at their next scheduled meeting. All professional services shall be subject to a request for proposal if required subject to the procedures as set forth in Section 4.5 of this Ordinance.

4.4.2 Request for Proposal

A Request for Proposal shall be issued and include all specifications, terms, and conditions applicable to procurement.

4.4.3 Public Notice

Reasonable time for the required public notice of the request for proposals shall be in the same manner as provided in Section 4.2.3 Competitive Sealed Bidding, Public Notice.

4.4.4 Receipt of Proposals

Names of offerors will be read aloud in the presence of one or more witnesses and recorded on an abstract. Contents of the sealed proposals shall not be disclosed to any of the competition or offerors during the negotiation process. The abstract shall be open for public inspection only after the contract is awarded in accordance with Section 3.4 Public Access to Procurement Information.

4.4.5 Evaluation Factors

The Request for Proposals shall state the relative importance of price and other evaluation factors.

4.4.6 Discussions with Responsible Offerors and Revisions to Proposals

As provided in the request for proposals, discussions may be conducted with the responsible offerors, who submitted proposals determined to be susceptible of being selected for award for the purpose of clarification to assure full understanding and responsiveness to the solicitation

requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revision may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

4.4.7 Award

Award submission and approvals are by the Forest Preserve District of Kane County Commission. Award will be made to the responsible offeror whose proposal conforms to the solicitation and is determined, in writing, to be in the best interests of the District based on the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made.

4.5 DESIGN-BUILD

1. General Authority. The District may award a contract for Design-Build of a public project in accordance with the Design-Build Act. "Forest Preserve District and Conservation District Design-Build Authorization Act" Public Act 102-0460 (the "Act"). The District is not required to award a contract for Design-Build to the low bidder or pursuant to a competitive bidding process. The provisions of this Policy do not apply to the District's solicitation of Design-Build proposals or to its award of a Design-Build contract.
2. Solicitation, Submission, and Evaluation of Proposals. If a Department Director with supervisory authority over a Large District Purchase for a public project determines that it is in the District's best interest to complete the Large District Purchase through a Design-Build contract, then (i) the Buyer, at least 21 days before issuing a request for proposals, shall issue a notice of intent to receive proposals for the project and cause such notice to be published by (a) posting the notice online on the District website and (b) publishing the notice in one or more construction industry publications or posting the notice on one or more construction industry websites. Thereafter, (i) the Department Director and Buyer shall cause to be prepared and delivered or posted requests for Phase I proposals and Phase II proposals for Design-Build, which Phase II proposals shall include cost submissions and a proposed contract price for the Design- Build contract, (ii) the Department Director and Buyer shall evaluate any such proposals received, and (iii) the Department Director may recommend award of a Design-Build contract for such Large District Purchase to the highest overall ranked proposer, all in accordance with the Design- Build Act.
3. Bid Security and Performance and Payment Bonds.
    a. Bid Security: Each Design-Build proposer for a District Purchase in excess of the Statutory Competitive Bidding Threshold, must submit Bid Security to the District with its Phase II proposal under the Design-Build Act. If the District awards a Design-Build contract to a proposer, but the Competitive Bidder fails to timely enter into a binding contract with the District as provided in the notice of award, then the proposer forfeits its Bid Security.
    b. Performance Security and Payment Security: Each proposer, to which a Design-Build contract for a Public Works Project is awarded, shall deliver to the District, upon the execution of the Design-Build contract, the Performance Security and Payment Security for such contract that is required under the Illinois Public Construction Bond Act, 30 ILCS 550/0.01et seq., if any.
4. Exceptions: Nothing in this Section limits the District's authority to make a District Purchase:
    a. that is necessary to address an Emergency, in which case the District Purchase shall be solicited in accordance with the Section 4.7 of this policy or
    b. that cost the same as or less than the thresholds in accordance with section 3.5.2 of this policy.

4.6 PROFESSIONAL SERVICES SELECTION PROCESS

There will be circumstances where it will be necessary or advisable for the District to engage the services of independent professionals because of the District's requirement or need for such services determined on a project-specific basis. In such cases, it shall be the goal of the District to negotiate the lowest reasonable fees consistent with obtaining the highest possible quality of service and professional expertise from the service providers. Independent professional service providers shall be selected on the basis of their demonstrated competence and expertise relative to the services to be rendered, the cost of the services, and their demonstrated or perceived ability to work with District staff, elected officials, and where applicable, other units of government and members of the public.

The services may require mandatory or essential technical skills as well as, in some cases, professional licenses or certifications and are provided by accredited professionals in connection with defined assignments, which may result in the preparation of a report, the review and analysis of reports prepared by others, preparation of plans or specifications, recommendations of a particular course of action or policy, and include supervision of an activity (such as construction).

4.6.1 Requirements for Engagement of Independent Professionals

The need or requirement of the District for the engagement of independent professional services shall be based on a determination that one or more of the following circumstances exist:

a. 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 of other grant or intergovernmental agreement;
b. The project requires specialized expertise or multiple areas of expertise not available from existing staff;
c. District staff is not available for the project due to present or anticipated workload or other time constraints;
d. 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;
e. An actual emergency exists where existing staff cannot effectively be deployed or mobilized due to the nature of the occurrence or time constraints.

4.6.2 Procedures for Selection of Independent Professionals Not Subject to the Local Government Professional Services Act

Contracts for professional services that are less than $5,000 may be awarded by the Director of Finance pursuant to the recommendation of the user department.

Contracts for professional services that are at least $5,000 and less than $30,000 may be awarded by the Director of Finance where there has been a competitive price quotation process and at least three (3) written quotations for the services have been obtained prior to selection.

Contracts for professional services that equal to or exceed $30,000 shall be awarded after a competitive selection process that includes a request for proposal to provide services, except in cases of actual emergency as set forth in Section 4.6 of this Ordinance. The District may require a uniform request for proposal process to be employed in the case of all contracts subject to the jurisdiction of the District and such other cases where it can be made applicable.

Contracts for professional services shall include or be accompanied by documentation from the Director of Finance referencing the specific provision (s) of Section 4.5.1 of this Ordinance applicable to the particular project.

4.6.3 Procedures for Selection of Independent Professionals Subject to the Local Government Professional Services Selection Act, 50 ILCS 510/1 et seq.

Professional services of architects, engineers and land surveyors are governed by the requirements of the Local government Professional Services Selection Act, 50 ILCS 510 et seq (the "Act"), and by local policy, rules and regulations. All Professional Service Contracts or

agreements for professional services for architectural, engineering or land surveying purposes, which equal or exceed $5,000, shall be subject to the Act.

4.6.4. Waiver of Selection Process (50 ILCS 510.1 et seq.)

Waiver of selection process. The District may waive the requirements, if it determined by resolution that an emergency situation exists and a firm must be selected in an expeditious manner, or the cost of architectural, engineering, and land surveying services for the project is expected to be less than $40,000; or if the District has an existing satisfactory relationship with the Professional Design Firm.

4.6.5 Legal Services

Legal services are subject to the supervision and control of the Forest Preserve District of Kane County Commission, with selection of Attorney's approved by the President, Executive Committee and the Forest Preserve District Commission.

4.7 EMERGENCY PURCHASE

4.7.1 Conditions for Use

An emergency purchase may be authorized without bidding in certain situations including, but not limited to, situations threatening public health or safety, where immediate repairs are required to District property to protect or prevent against further loss or damage, where immediate action is needed to prevent or minimize disruption to District services, where immediate action is required to ensure integrity of District records and where immediate action is necessary to avoid the lapse or loss of federal, state or donated funds. An emergency purchase shall be limited to those materials, supplies, equipment, services, construction and construction related services necessary to satisfy the emergency and these purchases shall be made with such competitive evaluation as is practicable under the circumstances.

4.7.2 Emergency Affidavit

A department seeking an emergency purchase shall prepare an emergency requisition documenting both the existence of the emergency condition and the nature of the emergency. The department head shall sign the requisition and submit it to the Director of Finance requesting authorization to make the emergency purchase. The Director of Finance shall submit said requisition to the Executive Director and President of the District for approval. The approval shall be ratified by the Forest Preserve District of Kane County Commission as soon as practicable.

4.7.3 Cost of Pricing Data

The Director of Finance may require from the requesting Department the submission of cost or pricing data in connection with an award under this section.

4.7.4 Negotiations

The Director of Finance or his/her designee shall negotiate with the supplier, to the extent practical, a contract in the best interest of the District. The price paid must be reasonable considering the circumstances.

4.7.5 Contract Documentation

The emergency requisition must be included in the contract file.

4.7.6 Board Ratification

Any emergency purchase over $30,000 under this section shall be placed on the agenda for ratification at the next regularly scheduled Forest Preserve District of Kane County Commission meeting.

4.8 REQUEST FOR INFORMATION

The Director of Finance may issue a request for information to obtain data about services, equipment, materials, supplies, or construction and construction related services to meet a specific District requirement. Sufficient public notice shall be provided in the same manner as

stipulated in Section 4.2.3 (Competitive Sealed Bidding, Public Notice).

4.9 CHANGE ORDERS

Change orders for a contract obtained pursuant to this Ordinance shall be processed under the following guidelines

- Change orders that are within the contingency amount authorized by the Commission would be processed according to 4.8.1 and 4.8.2.
- Change orders where no contingency is available or the amount exceeds the contingency amount will require the Commission's approval.
- In situations where the time required for processing approval of a change order necessitated by field conditions, whose total change order does not exceed $30,000, would unreasonably interrupt project schedules to the financial detriment of the District, the change order may be processed by the District's Director of Finance after written notification to the Executive Director and President. Change orders over $30,000 made under these conditions shall be placed on the agenda for ratification at the next regularly scheduled Full Commission meeting.

4.9.1 Change Order Documentation

A written request from the vendor outlining specifications required for the change order.

4.9.2 District Approval

Change order Form prepared by vendor must be approved by the Executive Director, Director of Finance and Buyer prior to proceeding with the project.

4.10 SMALL PURCHASES

4.10.1 Small Purchase Threshold

Any procurement that does not exceed the aggregate dollar amount of $29,999.99, as established by the District, shall be made in accordance with the rules adopted by the Director of Finance for small purchases, subject to 4.9.2 (Procedure). Procurements shall not be artificially divided or fragmented so as to constitute a small purchase under this section and circumvent the competitive selection process and procedures.

4.10.2 Procedure

Procurement of materials, services, supplies, equipment, construction or construction related services that are less than $5,000 may be awarded by department heads pursuant to the procedures within this document.

Procurement of materials, services, supplies, equipment, construction or construction related services that are at least $5,000 and less than $30,000 may be awarded by the Director of Finance where there has been a competitive price quotation process and at least three quotations have been obtained prior to selection.

Procurement of materials, services, supplies, equipment, construction or construction related services that equal or exceed $30,000 shall be awarded after a competitive bid process, in accordance with this Ordinance.

4.10.3 Documented Written Quotations

The District may procure materials, services, supplies, equipment, construction or construction related services less than $30,000 by soliciting written specifications and securing documented written quotations which provide (a) the name of the company or firm, (b) the person providing the quotation, (c) the delivery date, (d) FOB information, (e) cash terms, and (f) price (s) of items (s). A minimum of three (3) businesses, if available, handling the particular commodity or services shall be required to provide written quotations. A "No Bid" shall not meet the requirement of a responsible bid. Award shall be made to the business offering the lowest acceptable quotation, delivery and terms being a consideration.

4.10.4 District Vendor Charge Accounts

The District has set up charge accounts at local vendors for the purchase of daily supplies. These purchases are to be for small amounts and must be needed to support the day-to-day activities of the District, i.e. hardware supplies. These purchases can only be made by full-time employees, showing their employee picture identification card as proof of employment. The Finance Department maintains a list of authorized vendors who honor the District's purchasing policy. These are the only vendors authorized for use.

4.10.5 Reimbursement to Employees for Small Purchases

Occasionally, employees may find it necessary to make small purchases at vendors that the District has not setup charge accounts with. These purchases should be for emergencies only and are not the preferred purchase method and should be avoided with better planning. The District will reimburse employees for these purchases. Employees are required to obtain receipts for these purchases and to fill out a District reimbursement form, available from the Finance Department, listing the item purchased and the reason for the purchase. This form must be signed by the employee and approved by their supervisor and submitted to the Director of Finance or designee for review and approval. Once approved, the reimbursement will be submitted to the Forest Preserve District of Kane County Commission, with the District's monthly invoices, for final approval, before payment can be made. Employees are responsible for ensuring that the purchase is exempt from sales tax.

4.11 COOPERATIVE JOINT PURCHASING

The Director of Finance may procure materials, services, supplies, equipment, construction or construction related services, through any governmental agency without complying with the requirements of Section 4.2 (Competitive Sealed Bidding), provided:

- Such procurements are made pursuant to a written agreement between the governmental agency and the District.
- Competitive selection procedures, similar to the requirements of Section 4.2, were used in the application procurement.
- The procurement is based on the State of Illinois Joint Purchasing Agreement and, approved by resolution of the District;
- Procurement through Government Joint Purchasing Alliances where the contract was formally completed by the alliance or group.
- This type of procurement is not employed as a means for circumventing the general intent of this Ordinance.
- The District is authorized by Illinois law or regulation to contract with such governmental agency.

4.12 SOLICITATION AMENDMENTS

4.12.1 Conditions for Use

If necessary, an amendment to a solicitation shall be issued to:

- Make changes in the solicitation
- Correct defects of ambiguities
- To furnish other bidders information provided to one bidder if the information will assist the other bidders in submitting bids or the lack of information will prejudice the other bidders.

4.12.2 Distribution

Amendments to solicitations will be identified as such and shall be sent to all Persons to whom the solicitation was originally sent, and all persons attending the pre-bid conference.

4.12.3 Receipt of Acknowledgement

Amendments shall require the bidder to acknowledge receipt of the amendment by

acknowledging the receipt of the amendment on the submitted bid form.

4.12.4 Timeframe for Vendor Evaluation

Amendments shall be issued a reasonable period before the due date to allow prospective bidders sufficient time to consider the amendment in preparing their bids. If the due date does not allow the bidder sufficient time to review the amendment, the due date may be extended. The Director of Finance shall determine what a reasonable amount of time is from the due date for each bid amendment.

4.13 PRE-BID CONFERENCES

The District may conduct a pre-bid conference within reasonable time, but not less than five (5) days before the scheduled bid opening date, to explain the procurement requirements. Verbal statements made at the pre-bid conference which are not consistent with the written solicitation shall not be binding upon the District unless a written amendment is issued.

4.14 PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS/OFFERS

4.14.1 Invitation for Bid Modification or Withdrawal

A bidder may modify or withdraw its bid at any time before the bid opening, if the sealed modification or withdrawal is received in writing before the due date. A bidder or the bidder's authorized representative may withdraw the bid in person if, before the scheduled opening date, the identity of the individual requesting withdrawal is established and that person signs a receipt for the bid. A bid may not be withdrawn if the bid opening has begun.

4.14.2 Request for Proposal Withdrawal

A proposal may be withdrawn at any time before the scheduled opening date and time. An offeror or the offeror's authorized representative may withdraw the proposal in person if, before the scheduled opening date, the identity of the individual requesting withdrawal is established and that person signs a receipt for the proposal. A proposal may not be withdrawn if the offer opening has begun.

4.14.3 Documentation Retention

All documents concerning a modification or withdrawal of a bid/offer shall be retained in the appropriate procurement file.

4.15 LATE BIDS/OFFERS, LATE WITHDRAWALS AND LATE MODIFICATIONS

4.15.1 Definition of Late Bid/Offer/Withdrawal/Modification

A bid, offer, withdrawal, or modification is considered late by the District if it is received after the date and time set for the submission of such bids/offers.

4.15.2 Conditions for Rejection

A late bid, late offer, late withdrawal, or late modification shall be rejected unless it would have been received on time but for the action or inaction of District personnel. The District shall be the sole judge as to deciding if a rejection applies.

4.15.3 Vendor Notification

Bidders submitting late bids, late offers, late withdrawals, or late modifications shall be notified of the rejection as soon as practicable.

4.15.4 Document Retention

Documentation regarding a late bid, late offer, late withdrawal, or late modification shall be retained in the appropriate procurement file.

4.16 UNIDENTIFIED BIDS/OFFERS

An unmarked envelope that does not identify a bid or bidder may be opened for the purpose of identification. Record shall be made on the envelope regarding the reason for its opening, date

and time it was opened, the solicitation to which the bid applies and the signature of the individual who opened the envelope. The envelope shall then be resealed and retained in the procurement file until the scheduled bid date.

4.17 MISTAKES IN BIDS/OFFERS

4.17.1 Mistake Discovered Prior to Bid/Offer Opening

A bidder/offeror may correct mistakes discovered before the scheduled date and time for the bid/offer opening by withdrawing or correcting the bid/offer as provided in Section 4.14.

4.17.2 Mistake Discovered After Bid/Offer Opening

After bid/offer opening, a bid/offer mistake may not be corrected or withdrawn except in the following situations;

- In the case of a mathematical error, the unit cost shall prevail and any corrections required due to an error of this nature shall be done by the District.
- The Director of Finance may waive any minor (non-price) informalities in a bid/offer or allow the bidder/offeror to correct them if the revision is in the best interests of the District.
- Corrections to a bid/offer shall be permitted only to the extent the bidder/offeror can show by clear and convincing evidence that a mistake of nonjudgmental character was made, the nature of the mistake and the bid/offer price actually intended.
- In lieu of bid/offer correction, a bidder/offeror alleging a material mistake of fact may be permitted to withdraw its bid if:
    - The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident or;
    - The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made.
    - The Director of Finance shall decide if a bid/offer may be corrected or withdrawn.

4.17.3 Mistakes Discovered After Award

Mistakes shall not be corrected after award of a Contract except in cases where the Director of Finance makes a written determination that it would not be in the best interest of the District to not allow a correction of the error and upon approval from the authorizing committee.

4.17.4 Written Determination

If a correction or withdrawal of a bid/offer after the bid opening is permitted or denied under this section, the Director of Finance shall prepare a written determination indicating the basis of the decision to approve or deny the correction or withdrawal.

4.18 ONLY ONE BID/OFFER IS RECEIVED

If only one responsive bid/offer is received to a solicitation, an award may be made to the single bidder/offeror if the Director of Finance determines that the price submitted is fair and reasonable and that other prospective bidders/offerors had reasonable opportunity to respond or that there is not sufficient time for initiating another solicitation. Otherwise, the Director of Finance may exercise the option to reject the bid/offer and seek bids/offers through a new solicitation.

4.19 TIE BIDS

4.19.1 Conditions for Tie Bids

Tie bids are the lowest cost bids from responsive qualified bidders that are identical in price.

4.19.2 Award Determination

Award of tie bids will be determined as follows:

- The date and time the bid/offer is received shall be taken into consideration.

- If the bids are equal in all respects, the award shall be made by a coin toss by the Director of Finance with one or more witnesses upon three (3) days' written notice to the bidders. Tie bidders will be afforded the opportunity to witness the coin toss, however, attendance is voluntary.

4.20 CONFIDENTIAL INFORMATION

If a person believes a bid, proposal, offer, specification or protest submitted to the District contains either trade secrets or propriety property, a statement should be included in the submission, which describes and supports their claim. The trade secrets or propriety property must be specifically identified as the information considered confidential. Entire bid submissions shall not be eligible for consideration as confidential material. Trade secrets or proprietary property are exempt from inspection and copying under Illinois Freedom of Information Act (the "Act").

The District 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 Act. The District expressly disclaims all liability for such disclosure.

4.21 CANCELLATION OF A SOLICITATION

A solicitation may be cancelled or submitted bids/proposals may be rejected in whole or part as specified in the solicitation if it is in the best interest of the District. The reasons for such cancellation or rejection shall be included in the procurement file. Every solicitation issued by the District shall contain language stating the District's right to cancel the solicitation and to reject submitted bids or proposals.

4.22 CANCELLATION OF A SOLICITATION BEFORE THE DUE DATE AND TIME

4.22.1 Authority of Determining Cancellation

The Director of Finance has the authority to cancel a solicitation, in whole or part, before the due date and time if a determination is made that cancellation is in the best interests of the District.

4.22.2 Notification of Cancellation

If a solicitation is cancelled before the required submittal date and time, notice of the cancellation shall be sent to all persons to whom the solicitation had been distributed. The notice shall identify the solicitation and the reason for cancellation.

4.22.3 Handling of Received Bids/Proposals

Any received bids/proposals shall be returned unopened to the vendors.

4.23 CANCELLATION OF A SOLICITATION AFTER RECEIPT OF BIDS OR PROPOSALS

4.23.1 Authority for Determining Cancellation

The Director of Finance has the authority to cancel a solicitation after receipt of bids or proposals, but before award, if a determination is made that cancellation is in the best interests of the District.

4.23.2 Notification of Cancellation

A notice of cancellation shall be sent to all bidders or offerors submitting bids or proposals.

4.23.3 Document Retention and Public Inspection

Bids or proposals received for the cancelled solicitation shall be retained in the appropriate procurement file. If, within a reasonable time, the Director of Finance intends to issue a new solicitation for the same materials, services, equipment, supplies, construction or construction related services the proposals submitted under the cancelled solicitation may be withheld from public inspection upon written determination that this action is in the District's best interest. After

award of the second solicitation, bids or proposals submitted in response to both solicitations shall be open for public inspection to the extent set forth in Section 3.4 (Public Access to Procurement Information).

4.24 REJECTION OF INDIVIDUAL BIDS AND PROPOSALS

4.24.1 Conditions for Rejection

A bid or proposal may be rejected if;

- The bidder is determined to be non-responsible in accordance with Section 4.25.
- The bid is non-responsive pursuant to Section 2.27.
- The proposed price is unreasonable.
- The bid or proposal is not in the best interest of the District.
- The contractor is determined to be unqualified.

4.24.2 Notification of Rejection

Bidders or offerors will be notified in writing of the rejection of their bids or proposals with a copy retained in the appropriate procurement file.

4.24.3 Document Retention and Public Inspection

The determination for rejection will be retained in the procurement file and shall be available for public inspection to the extent set forth in Section 3.4 (Public Access to Procurement Information).

4.25 RESPONSIBILITY OF BIDDERS AND OFFERORS

4.25.1 Determination of Vendor Responsibility

Before awarding a Contract to a bidder or offeror, the Director of Finance will determine whether that bidder or offeror is responsible. The signature of an appropriate official of the bidder authorized to execute the contract award signifies the bidder or offeror is responsible.

4.25.2 Factors in Determining Responsibility

Factor considered in determining whether a bidder or offeror is responsible are;

- The bidder's or offeror's resources in terms of financial, physical and personnel
- The bidder's or offeror's record in terms of past performance and integrity
- Whether the bidder or offeror is legally qualified to do business with the District
- Whether the bidder or offeror complied with requirements for submitting information regarding their responsibility
- Whether the bidder or offeror met specific responsibility criteria established within the solicitation for a particular procurement
- Where the bidder or offeror fails to promptly supply information in connection with any inquiries concerning responsibility
- The qualities of the products supplied, their conformity with the specifications and their suitability to the requirements of the District
- Availability of support services
- Uniqueness of services, materials, equipment or supplies as it applies to networked, integrated computer systems
- Compatibility to existing equipment
- Delivery terms

4.25.3 Determination of a Non-Responsible Bidder/Offeror

A determination of a non-responsible bidder or offeror shall be in writing by the Director of Finance outlining the basis of the determination and a copy shall be included in the procurement file.

4.25.4 Notification to Non-Responsible Bidder/Offeror

A notice shall be sent to the non-responsible bidder or offeror stating the basis of the

determination. The decision may be appealed as provided in Article VI of this Ordinance.

4.25.5 Dissemination of Bidder/Offeror Information

Information furnished by a bidder or offeror pursuant to this section shall not be disclosed outside of the Finance Department without the prior written consent by the bidder or offeror except in accordance with Section 3.4 (Public Access to Procurement Information).

4.25.6 Bidder/Offeror Rights

A finding of non-responsibility shall not be construed as a violation of the rights of any person.

4.26 BID SECURITY AND PERFORMANCE/PAYMENT BONDS

Bid security may be required for contracts when provided by statute or when the Director of Finance determines it is in the best interest of the District.

Acceptable forms of security which may be submitted are: an executed bid bond issued by a firm licensed and registered to transact such business with the State of Illinois; cash, certified check or cashier's check payable to the Forest Preserve District of Kane County (personal or company checks are not acceptable); an irrevocable letter of credit; or any other form of deposit issued by a financial institution and acceptable to the District. Acceptability shall be determined by the Director of Finance.

Bid security shall be in an amount not to exceed ten (10) percent of the amount of the bid/offer.

Contract performance and payment bonds: When a contract is awarded the required performance bonds or payment bonds, in the amount stated in the bid document, shall be delivered to the District and shall become binding on the parties upon the execution of the contract.

Performance and Payment Bonds are required by statute for all public works construction contracts in excess of $150,000.00.

Bid security, performance bonds or payment bonds shall not serve as a substitute for determining bidder responsibility.

4.27 BID DOCUMENTS REQUIRED FOR AWARD OF BID

The following documents are required to be submitted by any bidder that is awarded a bid:

- A signed statement of prevailing wage as described in Article II, Section 2.37 of this Ordinance.
- A signed contract, as required, stating the terms and conditions of the bid project, supplied by the District.
- A signed statement acknowledging the bidder has a substance abuse policy in place and a copy of said policy.
- A signed statement by the bidder acknowledging the bidder will supply the District with certified payroll for each payout request submitted by the bidder, before payment can be made.
- A signed statement by the bidder acknowledging the bidder will provide contractor lien waivers for each payout request by the bidder before payment can be made.
- Any other documents deemed necessary by the Director of Finance for the District to proceed with the award of any bid or proposal.

4.28 MULTI-YEAR CONTRACTS

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

- All multi-year contracts presented for approval shall contain the total value of the award for the multi-year period.
- Multi-year contracts shall not be presented to a Committee or the Forest Preserve District of Kane County Commission where the terms of the contract exceed two (2) years without prior approval by the Director of Finance.

4.29 EXTENSION OF BID/OFFER ACCEPTANCE TIME

Before opening of bids or offers, the Director of Finance may allow, in writing, an extension of time during which the District may accept the bids or offers.

Subsequent to receipt of the District's extension of time, the bidder or offeror may withdraw their bid or offer, without penalty, through written notification to the Director of Finance. No other modifications shall be allowed.

ARTICLE V – SPECIFICATIONS

5.1 RESPONSIBILITY FOR SPECIFICATIONS

The Director of Finance or delegated department head shall prepare, revise, maintain and monitor specifications for materials, supplies, services, equipment and construction or construction related services required by the District, under the direction and instruction and authority of the Director of Finance.

5.2 RELATIONSHIP WITH USING DEPARTMENTS

The Director of Finance shall obtain expert advice and assistance from personnel of using department in the development of specifications and may delegate to a using department the request to submit its own specifications. The Director of Finance shall retain authority to approve or disapprove all specifications.

5.3 MAXIMUM PRACTICABLE COMPETITION

All specifications shall be drafted to promote overall economy for the purposes intended and encourage competition in satisfying the District's requirements and shall not be unduly restrictive. This policy applies to all specifications including but not limited to, those prepared for the District by architects, engineers, designers and draftsman.

ARTICLE VI – APPEALS AND REMEDIES

6.1 BID PROTESTS

6.1.1 Right to Protest

Any actual or prospective bidder, offeror, or contractor who is engaged in connection with any solicitation or award of a contract may protest to the Director of Finance. Any protest must be submitted in writing within three (3) business days from the issuance of the solicitation, addendum, notice of award, or other decision by the Director of Finance or authorized official.

6.1.2 Stay of Procurement During Protest

In the event of a timely protest under Section 6.1.1, the Director of Finance or the authorized official, after consulting with the District's Attorney, shall determine whether it is in the best interests of the District to proceed with the solicitation or award of the contract.

6.2 CLAIMS AFTER CONTRACT IS AWARDED

Unless otherwise provided by the terms of the contract, all claims by a contractor against the District relating to a contract shall be submitted in writing to the Director of Finance within the three (3) day time-frame in Section 6.1.1 above. The contractor may request a conference with the Director of Finance on the claim. Claims include, without limitation, disputes arising under a contract and based upon breach of contract, mistake, or misrepresentation. In the case of a contract-based dispute, the provisions of this ordinance shall prevail over any inconsistent provision in the contract, unless the Forest Preserve District of Kane County Commission has expressly waived such protection.

6.3 AUTHORITY OF THE DIRECTOR OF FINANCE TO SETTLE BID PROTESTS AND CONTRACT CLAIMS, SUBJECT TO STATUTORY PROVISIONS

6.3.1 Authority

The Director of Finance authorized to settle any procedural protest regarding the solicitation or award of a District contract so long as all affected or interested parties are in Agreement. The Director of Finance, after consulting with the District's Attorney, shall make recommendations on the resolution of any unresolved protest to the Executive Director, who shall review the matter and render a decision within five (5) calendar days of receipt of the recommendation of the Director of Finance on the matter.

6.3.2 Notice to the Contractor of the Director of Finance's Decision

If the protest or claim is not resolved by mutual agreement, the Director of Finance shall issue a recommendation in writing within five (5) calendar days and it shall be mailed or otherwise furnished to the aggrieved party by other expeditious means, such as email or fax, if available. The recommendation shall state the reasons for the recommendation reached and shall inform the aggrieved party of its appeal rights under Section 6.3.3.

6.3.3 Finality of the Director of Finance's Decision and Contractor's Rights to Appeal

The Director of Finance's recommendation shall be final, conclusive and binding for all purposes, unless, within five (5) calendar days from the date of receipt of the recommendation, the Executive Director of the District receives a written appeal from the aggrieved party.

6.3.4 Failure to Render Timely Decision

If the Director of Finance does not issue a written recommendation regarding any protest or claim within five (5) calendar days or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

6.4 ACCESS TO ADMINISTRATIVE FORUM, SUBJECT TO STATUTORY PROVISIONS

6.4.1 Appeal Process

Any actual or prospective bidder, offeror, or contractor may appeal a recommendation by the Director of Finance regarding bid protests or contract claims to the Executive Director of the District. Said appeal shall be made in writing within five (5) calendar days from the date of receipt of the recommendation by the Director of Finance. The protester shall be notified of the time and date when the appeal shall be considered by the Executive Director and afforded a reasonable opportunity to state their position in writing to the Executive Director. Any party whose interests may be adversely affected by a protest or appeal shall be notified and have the right to file a written argument for the purpose of protecting those interests.

6.4.2 Decision

The Executive Director shall issue a decision based on review of the recommendation of the Director of Finance and any written materials submitted by the party appealing the Director of Finance's recommendation:

- If made prior to award of the bid in question, said decision shall be referred with the Resolution for award of the contract for consideration by the authorizing Committee.
- If made after award of the bid in question, the decision of the Executive Director shall be scheduled for discussion and decision as expeditiously as possible by two or more of the following persons who may be available: (a) the President of the District; (b) the chairperson of the Finance and Administration Committee; and (c) the chairperson of the Planning & Utilization Committee. The discussion and decision may be conducted by phone or video conference.
- The decision of the majority of the foregoing persons is final.

6.4.3 Elected Officials

Decisions and determinations made under this Section and Section 6.3 (Authority of the Executive

Director of the District to Settle Bid Protests and Contract Claims, Subject to Statutory Provisions) are subject to the review and prior approval of the President of the District as may be further provided by the internal control ordinances or statutes or as otherwise provided by law.

ARTICLE VII – CREDIT CARDS

7.1 DISTRICT CREDIT CARDS

The District has authorized the use of different types of credit cards. Vendor authorized credit cards are approved for use for supplies that must be purchased in the field for convenience and necessity, when in the best interest of the District.

7.2 RULES FOR THE USE OF DISTRICT CREDIT CARDS

7.2.1 General Rules/Issuance

The Forest Preserve District of Kane County provides District-issued credit cards to authorized employees for business-use purchases. The District Credit Card Program is a credit card purchasing program that authorizes the use of a credit card with a credit limit for business purchases.

The Credit Card Purchasing Program is designed to assist the organization in reducing its reliance on requisitions, purchase orders, petty cash funds, employee advances, paper checks and reduce the need to use personal funds for business purposes. The program should help increase turn-around time in the fulfillment of orders, provide greater flexibility and reduce paperwork.

The Finance Department is responsible for the implementation, program compliance, issuance, auditing, processing payment, and bank relations to solve customer service issues and card cancellations. The Finance Department reconciles all statements and maintains the statements/receipts for the Credit Card Program. The Finance Department shall also be responsible for notifying the appropriate department staff and department head for any irregularities that occur.

Only employees of the organization are allowed to participate in the program. Each cardholder has the responsibility to review, reconcile and submit their monthly account statement with the appropriate receipts and signatures for processing.

Credit Card Statements arrive about the 7th of each month and are due to the Finance Department by the end of the month. The Finance Department is the original recipient of the master credit card statement and the other employees will receive their individual statements directly from the credit card company.

All policies outlined in this manual and the District's financial and operational policies must be adhered to and any failure to comply can result in the suspension from the Credit Card Purchasing Program and also include disciplinary actions that may include termination of employment. The Credit Card issued to the cardholder is the property of the District and can be canceled at any time. Periodic audits will be performed to ensure the cardholder is in compliance with the policies and procedures.

7.2.2 Cardholder Setup/De-Activation

A new participant in the Credit Card Purchasing program must complete the Credit Card Application and obtain the appropriate authorization of the Executive Director. The application must be submitted to the Finance Department by the Executive Director.

Once the application has been approved by the Executive Director and Finance Department and the bank has processed the request, an account for the cardholder may be established.

The new participant must also sign the User Agreement Form that outlines the responsibility of the cardholder while in possession and use of the Credit Card. Both of these documents must be completed and signed prior to the release of the Credit Card to the cardholder from the Finance Department.

When an employee separates from the Forest Preserve District of Kane County, the Credit Card must be turned into the Finance Department (through the appropriate Department Head) on or before the employee's separation date. The Finance Department will terminate the card.

7.2.3 Recordkeeping & Reconciliation

The cardholder is responsible for maintaining adequate receipts for goods and services purchased with the Credit Card. The cardholder must contact the vendor directly to resolve any discrepancies or incomplete orders. The documentation retained should include sales receipts, packing lists (if applicable) and credit card transaction receipts. Any incorrect charges, duplicate transactions or missing credits must be addressed directly between the cardholder and the vendor. Upon completion of the reconciliation, the cardholder and his/her department head must sign the statement documenting their agreement with the transactions appearing on their account statement.

Employees are responsible for ensuring that the credit card purchase is exempt from sales tax.

7.2.4 Items Not Allowed

1. Cash Advances
2. Liquor or Tobacco Products
3. Personal Use

If the employee inadvertently uses the District's credit card, the employee MUST notify the Finance Department and write a check or pay cash to reimburse the Forest Preserve District of Kane County IMMEDIATELY.

7.2.5 Missing Receipts

If the cardholder is missing receipts, the cardholder should attempt to contact the vendor to request a copy of the receipt. If the request cannot be honored, the cardholder must then submit a Missing Receipt Form documenting the pertinent transaction information. This documentation must be reviewed and approved by the cardholder's Department Head.

7.2.6 Disputed Transactions

At times there might be disputed transactions appearing on a cardholder's account statement. The dispute may arise but are not limited to the following: due to non- delivery of the goods or services, incorrect billing, duplicate billing, missing a valid credit not processed to the account for a return, altered charges or defective merchandise.

When this occurs the cardholder must contact the credit card company and the Finance Department stating the reason for the disputed item and any other transaction details available. The cardholder is responsible for resolving the disputed item with the vendor.

If an employee has a dispute that cannot be resolved by the cardholder, the employee MUST contact the Finance Department for assistance.

Note on Returned Items: Items should be returned directly to the vendor by whichever means the vendor requires. It is the cardholder's responsibility to determine that proper credit is posted for any returned item.

7.2.7 Lost or Stolen Cards

If a card is lost or stolen, the cardholder must immediately contact the credit card company and the Finance Department. Upon notification, the card will be suspended immediately and any charges posted to the account after the "missing date" will be denied. A new card will be issued.

ARTICLE VIII – MISCELLANEOUS

8.1 CONFLICT

All District ordinances and parts of ordinances and all resolutions and order, or any parts thereof, in conflict with this ordinance, or any parts thereof, are hereby repealed. In the event that any conflict between this ordinance and the statutes of case decision of the State of Illinois, then the statutes and case decisions of the State of Illinois control.

8.2 AMENDMENT

By adoption of the Purchase Ordinance, the Forest Preserve District of Kane County Commission recognizes that the purchasing guidelines and rules herein provided may require revision and adjustment as experience will dictate, the implementation of new processes or procedures, and the passage of new state legislation. Revisions of this ordinance shall be made by recommending changes to the Finance Committee and Executive Committee, which shall review the proposed change and make recommendations to the Commission. Two-thirds vote of all elected Commissioners is required to amend this ordinance.

8.3 ORDINANCES, ORDERS AND RESOLUTIONS – PUBLICATION – EVIDENCE

All ordinances imposing any fine or penalty or making any appropriation of money shall, within ten (10) days after passage, be published at least once in a newspaper published in the District or having a general circulation therein to be designated by the Commission, and no such ordinance shall take effect until ten (10) days after it is so published. All other ordinances and all orders or resolutions shall take effect from and after the passage, unless otherwise provided therein. All ordinances, orders and resolutions and the date of publication thereof may be proved by the certificate of the Secretary of such District, under the seal of the corporation and, when printed in book or pamphlet form and published by authority of such commission, such book or pamphlet shall be received as evidence of the passage and publication of such ordinances, orders and resolutions as of the date mentioned in such book or pamphlet in all courts and places without further proof.

8.4 COPIES

The Secretary of the District is authorized and directed to transmit a copy of this ordinance to the President, Commissioners, Secretary, Treasurer, Executive Director and Attorney of the District.

8.5 CAPTIONS AND HEADINGS

The captions and headings used herein are for convenience of reference only and do not define of limit the contents of each paragraph.

8.6 SURPLUS

Property of the District that has an estimated value of at least $100 and, is not foreseeable as a need or longer having any use to the District will be auctioned on a Governmental Public Auction site per the direction of the Director of Finance once the Commission has approved the items as surplus.