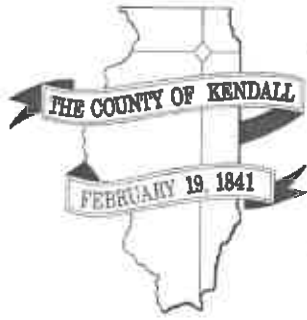




**COUNTY OF KENDALL, ILLINOIS  
COMMITTEE OF THE WHOLE  
COUNTY OFFICE BUILDING  
County Board Room 210  
Thursday, January 16, 2020 at 4:00 PM  
AGENDA**

- 1. Call to Order and Pledge of Allegiance**
- 2. Roll Call:** Scott Gryder, Amy Cesich, Matt Kellogg, Scott Gengler, Judy Gilmour, Audra Hendrix, Matthew Prochaska, Robyn Vickers, Elizabeth Flowers, Tony Giles
- 3. Approval of Agenda**
- 4. Forwarding for Approval of Supplemental Claims**
- 5. Old Business**
- 6. New Business**
  - *Discussion of Petition 20-01 Request from the Planning, Building and Zoning Committee for Amendments to the Kendall County Recreational Vehicle and Campground Regulations*
  - *Discussion of Kendall County Procurement Policy*
- 7. Public Comment**
- 8. Questions from the Media**
- 9. Chairman's Report**
- 10. Review Board Action Items**
- 11. Executive Session**
- 12. Adjournment**

*If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630- 553-4171, a minimum of 24-hours prior to the meeting time*



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**DEPARTMENT OF PLANNING, BUILDING & ZONING**

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

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**MEMORANDUM**

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**To:** Kendall County Committee of the Whole

**From:** Matthew H. Asselmeier, AICP, Senior Planner

**Date:** 1/14/2020

**Subject:** Petition 20-01 Amendment to the Kendall County Recreational Vehicle Park and Campground Regulations

For the past several months, the Planning, Building and Zoning Committee has reviewed the existing Recreational Vehicle Park and Campground Regulations, which were adopted in 1983.

At their meeting on January 13, 2020, the Committee voted 4-0 to forward the attached proposal to the Committee of the Whole.

In summary the proposed changes are as follows:

1. The purpose of the ordinance was expanded to include the protection and maintenance of commercial and industrial lands in addition to agricultural lands because recreational vehicle parks and campgrounds are special uses in certain business and manufacturing zoning districts (Section 1.1).
2. The reference to the Kendall County ACSC office was changed to the Soil and Water Conservation District (Section 2.1.f.15).
3. Throughout the regulation, reference to the Zoning Department was changed to the Planning, Building and Zoning Department.
4. The reference to the Kendall County Soil and Erosion Ordinance was changed to Stormwater Management Ordinance (Section 3.2.e).
5. The requirement that campgrounds and parks not cause demands that increase additional public funds to be expended for fire or police services was deleted because this requirement was difficult to quantify (Section 3.4.b). The subsequent sections of would be re-lettered to reflect this deletion.
6. The requirement that no permanent resident is allowed to live at a campground or recreational vehicle park was added to the final sub-section of Section 3.4.
7. The requirement that recreational vehicle parks and campgrounds provide their registers within two (2) business days of request was added to Section 5.3.
8. The definitions of accessory buildings and collector roads were clarified to include additional terms found in the regulations.

9. The definitions of daily user, group camping, and health authority were deleted because these terms were not found in the remainder of the regulation.
10. The definitions of business day, permanent resident, and register were added.
11. The definition of recreational vehicle was amended to include the definition of this term contained in the Zoning Ordinance.
12. A variance procedure was added as Section 7.00.

A redlined version of this proposal is attached.

If you have any questions, please let me know.

Thanks,

MHA

Enc.

KENDALL COUNTY  
RECREATIONAL VEHICLE PARK  
AND CAMPGROUND REGULATIONS

1.0 PURPOSE

This ordinance is designed to:

- 1.1 Protect and maintain productive agricultural, **commercial, and industrial** lands;
- 1.2 Protect and maintain the future development of agricultural operations by protecting existing agricultural operations from incompatible uses;
- 1.3 Prevent excessive increases in public service costs by directing proposed campgrounds to areas served by or adjacent to public service facilities;
- 1.4 Protect the County's high quality recreational resource areas including wooded areas, natural watercourses, ponds, wetlands, unique topographic features, and slopes exceeding 10%, and,
- 1.5 Insure that Recreational Vehicle Parks and Campgrounds maintain the high quality of the County's recreational resource areas.

2.0 DEVELOPMENT APPLICATION AND SITE PLAN REQUIREMENTS

- 2.1 All applications for a permit to operate a recreational vehicle park or campground shall contain the following:
- a. Name, address and telephone number of applicant.
  - b. Percentage of interest of the applicant and/or owners in the proposed campground.
  - c. Name and address of all persons holding an interest or having an interest in the proposed campground.
  - d. Location, address and legal description of the entire proposed campground.
  - e. Existing zoning of subject property and all adjacent properties.
  - f. Complete engineering plans and specifications of the proposed campground showing:
    1. The area and dimensions of the entire tract of land;
    2. The number, location and size of all lots intended for use by recreational vehicles or tents;
    3. The number, location and size of all unimproved, partially improved and fully improved lots;
    4. The location, right-of-way and surfaced roadway width and surfacing materials of roadways and walkways;
    5. The location of proposed interior vehicular and pedestrian circulation patterns;
    6. The location of service buildings, sanitary stations and any other existing or proposed structures;
    7. The location of water and sewer lines;
    8. Plans and specifications of all buildings constructed or to be constructed within the campground;
    9. Plans and specifications of the water supply, refuse and sewage disposal facilities, pet exercise and sanitation areas;

## Kendall County Recreational Vehicle Park and Campground Regulations

10. The location and details of lighting and electrical systems;
11. The location of fire hydrants, if provided;
12. Location of all drainage easements to comply with County drainage plans.
13. Quantity and point or area of departure of storm water runoff prior to and subsequent to construction of the proposed RV park.
14. Erosion control and landscaping plans;
15. Kendall County **ASCS Soil and Water Conservation District** soils report;
16. The calendar months of the year during which the applicant will operate the proposed campground.

Where a campground development is proposed for construction in a series of stages, a master plan for the development of the entire tract of land shall be submitted along with the detailed plans and specifications for the initial stage, as well as any subsequent stages.

2.2 Every application for the construction, operation, maintenance and occupancy for a campground shall be accompanied with plans and specifications, fully setting out the trailer spaces, the position of each RV, motor vehicle parking spaces, the driveway giving access thereto and a plan of landscaping. Before any permit is issued for a campground and the use thereof, the plans and specifications shall first be approved by the Kendall County **Planning**, Building and Zoning Department and the Kendall County Health Department, taking into account all the provisions as set out herein, as well as such special conditions as may be imposed by the Kendall County Board or its specified subcommittee, and provided further that said plans and specifications are in accordance with State regulations governing campgrounds.

2.3 After completing the necessary zoning requirements and when upon review of the application, the **Planning**, Building and Zoning Department has determined that the proposed plan meets all requirements of this Ordinance, a permit shall be issued.

### 3.0 CRITERIA TO BE USED IN EVALUATING RECREATIONAL VEHICLE PARKS

- 3.1 Compatibility with nearby agricultural and other land uses;
  - a. The park or campground must be screened from nearby agricultural and other land uses by a vegetative buffer other than multiflora rose or Honeysuckle. The width of the buffer should vary in proportion to the maximum campground or park population up to a maximum of 300 feet.
  - b. The periphery of the park or campground, except at designated access roads, must be completely enclosed and maintained by a fence which will not permit people or farm animals to pass through it;
  - c. The park or campground must maintain litter control and refuse collection so as to prevent litter or refuse from blowing onto or otherwise being deposited on nearby lands;
  - d. Traffic from the park or campground must not seriously impair the movement of or cause hazard to agricultural and vehicular traffic.
- 3.2 Maintaining and protecting high quality recreational resource areas;
  - a. All lands classified as floodplains shall remain in permanent open space;
  - b. No more than 20% of any forest shall be cleared or developed and the remaining 80% shall be retained in permanent open space;
  - c. All ponds, wetlands, and watercourses shall be left in permanent open space and no dredging, filling, or diversion of water shall be permitted;

## Kendall County Recreational Vehicle Park and Campground Regulations

- d. Storm water runoff shall be limited to the rate which would occur under natural conditions;
  - e. All ponds, wetlands, and watercourses are to be protected from erosion and sedimentation in accordance with the ~~Kendall County Soil and Erosion Ordinance~~ Stormwater Management Ordinance;
  - f. Areas with slopes greater than 15% are to be retained in permanent open space;
  - g. Scenic views from public highways or adjoining lands must be maintained.
- 3.3 Insuring high quality recreational vehicle parks or campgrounds.
- a. The park or campground should provide separate circulation systems for vehicles and pedestrians;
  - b. Access to the park must be safe and convenient;
  - c. To insure adequate open space and protection of resource areas, lots within the park or campground should be clustered;
  - d. Internal roads, except one main collector road, should be one way and no wider than 18';
  - e. Collector roads should be no wider than 24' ;
  - f. Recreation facilities within the park should be in proportion to the maximum park population;
  - g. Recreational space within the park should be in proportion to the maximum park population and may include up to 60% of the park or campground;
  - h. Water supply and waste disposal facilities shall be designed, constructed and maintained in accordance with Health Department regulations.
  - i. The storage, collection and disposal of refuse shall be performed as to minimize accidents, fire hazards, air pollution, odors, insects, rodents or other nuisance conditions;
  - j. No parking is permitted on interior roads;
  - k. All outdoor cooking facilities shall be located, constructed, and maintained to minimize fire hazard and smoke nuisance;
  - l. All accessory uses should be limited to park residents;
  - m. There shall be no indication of retail accessory uses visible from any public road or street;
  - n. Lots in the park or campground must be at least 1500 square feet;
  - o. Trailers and accessory structures must be separated from one another by at least 10 feet in all directions;
  - p. Off street parking is to be provided at the rate of 2.25 parking spaces per lot.
- 3.4 Prevent excessive increases in Public Service Costs. **(Relettered after b)**
- a. Traffic generated by the maximum park or campground population must not exceed capacities of the local traffic network or cause public funds to be used for traffic safety or control improvements;
  - ~~b. Demands produced by the park or campground for fire or police service must not cause additional public funds to be used to maintain current service levels;~~
  - c. Demands for public water or sanitary waste disposal must not overburden current facilities;
  - d. No recreational vehicle or trailer shall be used as a permanent place of abode. Continuous occupancy beyond three months is considered to be permanent. **No permanent resident is allowed to live at a campground or recreational vehicle park, see definition of permanent resident for more information.**

### 4.00 PENALTIES

Any person who violates any provision of this Ordinance shall upon conviction be punished by a fine of not less than \$200 nor more than \$500; each day's failure of compliance with any such provision shall constitute a separate violation.

Kendall County Recreational Vehicle Park and Campground Regulations

5.0 INSPECTION OF RECREATIONAL VEHICLE PARK OR CAMPGROUND

5.1 The **Planning, Building and Zoning Department** and the Health Department are hereby authorized and directed to make such inspections as are necessary to determine satisfactory compliance with this Ordinance, but in no case shall such inspection take place less than once per year.

5.2 The **Planning, Building and Zoning Department** and the Health Department shall have the power to enter at reasonable times upon any private or public property for the purpose of inspecting and investigating conditions relating to the enforcement of this Ordinance.

5.3 The **Planning, Building and Zoning Department** and the Health Department shall have the power to inspect the register containing a record of all campers and picnickers of the park. **The register shall be provided within two (2) business days of request.**

5.4 It shall be the duty of the park management to give the **Planning, Building and Zoning Department** and the Health Department free access to all lots and other areas at reasonable times for the purpose of inspection.

5.5 It shall be the duty of every camper or picnicker in the park to give the owner thereof or his agent or employee access to any part of such recreational vehicle park at reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with this Ordinance and to facilitate inspections.

6.00 DEFINITIONS

**ACCESSORY BUILDINGS OR ACCESSORY STRUCTURES.** Those buildings which house facilities or services relating to recreational uses at the park or campground.

**Business Day.** A day when the Kendall County Planning, Building and Zoning Department is open for business.

**CAMPER.** Any person or persons occupying a recreational vehicle and/or tent for recreational purposes.

**COLLECTOR STREETS OR COLLECTOR ROADS.** Any park street which extends from a park entrance street and intersects with three or more other streets or any street which intersects with five or more other streets or any street which extends for more than 1200 feet.

~~**DAILY USER.** Any person or persons using the park for recreational purposes on a daily basis.~~

~~**GROUP CAMPING.** The assembly of not more than 30 recreational vehicles and/or tents when registered as a group in advance with the park management. Normally, these groups are youth, scouting and clubs in an approved designated area for the purpose of recreational camping.~~

~~**HEALTH AUTHORITY.** The Kendall County Health Department or the Illinois Department of Public Health.~~

**LOT.** A parcel of land designated on the official plot plan for the placement of a single recreational vehicle or tent and for the exclusive use of its occupants.

**MINOR STREETS.** Any park street which is not a collector street.

## Kendall County Recreational Vehicle Park and Campground Regulations

**PERMANENT RESIDENT.** A person who lists the address of a recreational vehicle park or campground as their address or the address of their spouse or dependent children on any government issued document, including, but not limited to, any government role or registry, or any application or enrollment information for a public, private, or parochial educational institution. If the address of a recreational vehicle park or campground is used as stated previously, then that recreational vehicle park or campground shall be considered the permanent place of abode for the person(s) using the address of the recreational vehicle park or campground.

**RECREATIONAL AREA.** Area which is set aside for non-camping use. Recreational areas may include space for service buildings and/or accessory buildings as well as natural open space, children's playgrounds and other recreational facilities.

**RECREATIONAL VEHICLE (RV).** A vehicular portable structure designed as a temporary dwelling for travel, recreational or vacation uses, and to be used without a permanent foundation. A vehicle that is built on a single chassis, designed to be self-propelled or permanently towable by a light duty vehicle, and designed primarily for recreation, camping, travel or seasonal use. For purposes of regulation in this code, pickup campers, jet skis, boats, snowmobiles, or similar vehicles shall also be considered to be recreational vehicles (Definition from Zoning Ordinance)

**RECREATIONAL VEHICLE PARK OR CAMPGROUND.** A contiguous parcel of land which has been developed for the non-permanent placement of recreational vehicles and/or tents. Recreational Vehicle Parks may not be operated in whole or in part for the lease or rent of such vehicles by the park owner (s) or operator (s), nor can any such vehicle be inhabited for purposes of permanent year-round dwelling units.

**REGISTER.** A listing of the names, make of car, and license plate number of all campers and picnickers. Said list shall identify each person as a camper or a picnicker, the date the person arrived on the property, and the date that the person left the property. In the case of campers, the register shall also list which lot(s) the person camped.

**SANITARY STATION.** Facility used for removing and disposing of wastes from RV holding tanks.

**SERVICE BUILDINGS.** Those required in all parks or campground, including those which house sanitary facilities, shelters.

**TENT.** Collapsible shelter of canvas or other material stretched and sustained by poles fixed in the ground and used for a temporary outdoor camping shelter.

### **7.00 VARIANCE PROCEDURE**

Variances to this regulation may be granted using the variance procedure outlined in the Kendall County Zoning Ordinance.



## KENDALL COUNTY PROCUREMENT ORDINANCE

### ARTICLE I - GENERAL PROVISIONS

#### PART A - PURPOSE AND APPLICATION

##### 1. PURPOSE

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

##### 2. APPLICATION

- a. The Kendall County Purchasing Ordinance applies to contracts for procurement of Materials, Services, Supplies, Equipment, Construction, Construction related Services and Professional Services, which are entered into by Kendall County and its departments after the effective date of this Ordinance.
- b. The Ordinance shall apply to every expenditure of public funds by any and all Kendall County departments for public purchasing irrespective of its source, except as may otherwise be provided for by Federal or State law, Federal or State regulation, County of Kendall Ordinance or administrative policy.

- c. This Ordinance shall not be mandatorily applied to purchases by elected officials who are not statutorily required to purchase in compliance with County policies which may affect the control of the internal operations of his/her office or for whom purchases are not made by the County itself, as may be dictated within the Illinois Counties Code (55 ILCS 5/1 *et seq.*). To that end, the following elected officials, pursuant to statute, shall control the internal operations of their office and procure equipment, materials and services necessary to perform the duties of their office, without being subject to this purchasing ordinance:
1. The County Clerk (See 55 ILCS 5/3-2003.2)
  2. The State's Attorney (See 55 ILCS 5/3-9006)
  3. The County Treasurer (See 55 ILCS 5/3-10005.1)
  4. The County Auditor (See 55 ILCS 5/3-1004)
  5. The County Recorder (See 55 ILCS 5/3-5005.2)
  6. The County Coroner (See 55 ILCS 5/3-3003)
  7. The County Sheriff (See 55 ILCS 5/3-6018)
- d. When procurement involves the expenditure of State or Federal assistance or contract funds, the procurement shall be conducted in accordance with any applicable mandatory State and/or Federal laws.
- e. Nothing in this Ordinance shall prevent any County agency from complying with the terms and conditions of any grant, gift, bequest or cooperative purchasing agreement that is otherwise consistent with law.
- f. Nothing in this Ordinance shall be construed as to restrict purchasing by the Emergency Management Agency of Kendall County during response to emergencies or disasters as outlined and authorized pursuant to Kendall County Ordinance 05-40 and the Illinois Emergency Management Agency Act (20 ILCS 3305/1 *et seq.*).
- g. The County may adopt administrative procedures to ensure compliance with all bidding requirements including procedures that may be more restrictive than required by State statute.
- h. This Ordinance does not apply to the procurement of legal services, with the exception of Article II (a) (7) below.

### **3. REQUIREMENT OF GOOD FAITH**

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

### **4. SEVERABILITY**

If any provisions of this Ordinance or application thereof to any person or circumstances are held invalid by the Courts, such invalidity shall not affect the other provisions or

application of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

#### **5. SINGULAR – PLURAL AND GENDER RULES**

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

#### **6. PROPERTY RIGHTS**

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

### **PART B - DEFINITIONS**

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

1. **Competitive Selection:** A process whereby public solicitation is used to select the most qualified and lowest responsible provider of Materials, Equipment, Supplies, Services, Construction, and Construction related Services. Methods of Competitive Selection include Invitation for Bids, Requests for Proposals (RFP's), Request for Qualifications and Multiple Price Quotations.
2. **Construction:** The process of building, altering, repairing, improving, or demolishing any structure or building or other improvements of any kind to any real property.
3. **Contract:** Any and all types of County agreements regardless of what they may be called, which entail the procurement of materials, supplies, equipment, services, construction and construction related services. Such contracts include, but are not limited to, payment vouchers, purchase orders, task orders, maintenance contracts, service contracts, systems contracts, oral agreements, etc.
4. **Contractor:** Any person or entity who is a party or beneficiary of a contract with the County or through a using agency thereof.
5. **Cooperative Purchasing:** Cooperative purchasing may include, but is not limited to, joint or multi-party contracts between government procurement units and open-ended state/national government procurement unit contracts, which are made available to other government procurement units after having been bid by another government procurement unit(s) where required. Where a bid by one using department has established a purchase price, other departments may enter into a contract based on that bid, but only to the extent that the combined purchases are

within the limits of the original bid amount or the estimate provided in the original bid.

6. **County Contracting Authority:** The person authorized, pursuant to this Ordinance or designation by vote of the Kendall County Board, to enter into a contract or agreement, which shall bind the County to the purchase of any materials, services, supplies, equipment, construction, construction related services and professional services.
7. **County Department:** A County officer, employee, department, office of, or agency whose purchasing authority is subject to the Kendall County Board.
8. **Elected Official:** For purposes of this ordinance, Elected Official may include: Clerk of the Circuit Court, County Auditor, County Board Members, County Clerk, County Coroner, County Treasurer, County Recorder, County Sheriff, and States Attorney.
9. **Employee:** Individuals, including elected and appointed officials, providing services for the County and drawing a salary from the County.
10. **Equipment:** Goods that are purchased or used by a County department that are not materials or supplies that are not expendable except through depreciation or wear and tear, and do not lose their identity or become integral parts of other items or installations.
11. **Invitation For Bid:** The process by which the County requests information from bidders, including all documents, whether attached or incorporated by reference, used for soliciting bids.
12. **Multi-Year Contracts:** Procurement contracts extending more than one year.
13. **Parent committee:** The Committee established by the Kendall County Board and which is charged with the oversight of the requesting County Department.
14. **Person:** Any individual or group of individuals, business, union, firm, corporation, trustee, partnership association, joint venture, committee, or other entity.
15. **Procurement:** The purchasing, renting, leasing or otherwise acquiring of materials, supplies, equipment, services, construction and construction related services. This includes all functions that pertain to obtaining any material, equipment, supplies, services, construction or construction related services, including description of requirements, selection and solicitation of sources, preparation and award of Contract, and all phases of contract administration. Procurement shall include without limitation the entering into of all contracts or agreements, whether the same are oral or written.

16. **Professional Services.** Those Services requiring special knowledge, education or skill whereby the qualifications of Persons rendering the Services are of primary importance. Contracts for architectural, engineering and land surveying services shall be issued on the basis of demonstrated competence and qualifications for the type of services required and at fair and reasonable compensation as specified in 50 ILCS 510/1 et seq. These services are excluded from the competitive bidding selection process.
17. **Public Works Contract:** A contract for public works as defined in the Illinois Prevailing Wage Act. (820 ILCS 130/1 et seq.). Public works means all fixed works constructed or demolished by any public body, other than work done directly by any public utility company, whether or not done under public supervision or direction.
18. **Purchase Order:** A contract for the purchase of materials, supplies, equipment, services, construction and construction related services.
19. **Request for Proposals:** All documents, whether attached or incorporated by reference, utilized for soliciting proposals.
20. **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.
21. **Responsive Bidder:** A person who has submitted a bid that conforms in all material respects to the requirements set forth in the Invitation to bid.
22. **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.
23. **Shall:** Denotes the imperative. For purposes of this Ordinance it directs mandatory action.
24. **Specifications:** Any description of the physical or functional characteristics or of the nature of a good, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing goods, services or construction projects.
25. **String Purchasing:** For purposes of this ordinance, splitting or stringing purchases is the practice of issuing multiple purchase orders or requests for purchasing like items or services, with the willful intent to circumvent the procurement ordinance's rules and/or bidding requirements. Splitting or stringing purchases will be dealt with as an impropriety and may result in withdrawal of delegated purchase authority. In addition, the person(s) responsible may be

subject to disciplinary actions, and may be personally obligated to pay for the items or services.

26. **Used Equipment:** Equipment that: a) Has been in service for at least one-half its commercially reasonable life, or if life is less than 24 months, is at least one year old; or b) Is a floor or demonstration model that is offered at a price at least 25% below current market price; or c) Is otherwise determined by the appropriate County department head on a case by case basis to be a bona fide used item.

## **PART C – BIDDING PROCESS**

### **1. COMMUNICATION WITH BIDDER/OFFERORS**

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

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

Once the invitation for bid/request for proposal has been issued, all questions regarding that document shall be submitted in writing to the Department Head/Committee Chairperson/Board Chairperson (SK) who is responsible for seeking the services/materials. Any and all addenda shall be issued by the Department Head/Committee Chairperson/Board Chairperson 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 invitation for bid or request for proposal may be canceled.

### **3. BID SECURITY/BONDING REQUIREMENTS**

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

- a. **Requirement for Bid Security:** Bid security may be required for contracts when provided by statute or when the appropriate County contracting authority determines it is in the County's best interests. Bid security shall be a bond provided by a surety company authorized to do business in the State of Illinois, or a certified bank instrument, or otherwise supplied in a form satisfactory to the County. A letter of credit, as defined by state statute, may also be accepted.
- b. **Amount of Bid Security:** Bid security shall be in an amount not to exceed ten percent (10%) of the amount of the bid. Terms of forfeiture shall be expressed in the bid document.

c. Contract Performance and Payment Bonds: When a contract is awarded, the required bonds or security in the amount stated in the bid document shall be delivered to the County and shall become binding on the parties upon the execution of the contract.

e.d. Any Bid or RFP that requires a bid bond shall include a request for a bid bond in the Bid document or RFP.

#### 4. INSURANCE REQUIREMENTS

For all contracts, the contractor and all sub-contractors shall be required to maintain adequate insurance coverage for the duration of the contract. ~~Department Head/Committee Chairperson/Board Chairperson~~ (SK2) who is charged with oversight of the purchasing or bidding shall determine, in consultation with the States Attorney's Office & ~~County Administration~~ (SK3), the types and amounts of coverage that shall be required. The contractor, and all subcontractors, shall have Kendall County named as an additional insured and furnish the County with satisfactory evidence of said insurance. Further, each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County and Kendall County shall be designated as the certificate holder.

#### 5. INDEMNIFICATION REQUIREMENTS

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

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

#### 6. CONTRACTOR RECORD RETENTION

For all contracts, the contractor and all sub-contractors shall be required to maintain records for a minimum of three (3) years from final payment, unless otherwise specified in the solicitation, and to make such records available for inspection by the County upon reasonable terms consistent with state law. For all contracts subject to the Illinois

Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), the contractor and all sub-contractors shall prepare certified payroll affidavits, retain records and make them available as dictated by the Act itself.

#### **7. CONFIDENTIAL INFORMATION**

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

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

Kendall County does not represent, warrant or guarantee that any information designated as trade secrets or proprietary property will in fact be so deemed by any Court, and all bidders assume the risk that any and all information contained in a bid or proposal may not be exempt from disclosure under the Illinois Freedom of Information Act. Kendall County expressly disclaims all liability for such disclosure.

#### **PART D – PARENT COMMITTEE & COUNTY BOARD AGENDAS**

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

#### **PART E – PUBLIC ACCESS TO PROCUREMENT INFORMATION**

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

#### **PART F – UNAUTHORIZED PURCHASES**

An unauthorized purchase occurs when materials, supplies, equipment, services, construction and construction related services or any other expense is charged to the County of Kendall by a person who has not been given such authority or under circumstances when this ordinance is applicable and not adhered to. The individual making an unauthorized purchase may incur a personal obligation to the vendor or the County for the expense incurred even though the materials or services are used for



County business. In addition, the employee/person(s) responsible may be subject to disciplinary actions or civil/criminal penalties as dictated by law.

## ARTICLE II –SOURCE SELECTION AND CONTRACT EXECUTION

### PART A – METHODS OF SOURCE SELECTION & PROCUREMENT PROCESS

#### 1. DEPARTMENT LEVEL SMALL PROCUREMENTS (PURCHASES AT OR BELOW \$105,000.00)

- a. A Department Level Procurement involves the purchase of materials, supplies, equipment, services, construction and construction related services in amount at or below \$105,000.00.
- b. Condition of Use: These purchases are limited in frequency related to individual commodities and services. Contract requirements shall not be artificially divided or done in a string purchasing manner so as to constitute a small procurement or evade the competitive procurement requirements for amounts in excess of \$105,000.00.
- c. Minimum Requirements: Procurements up to \$105,000.00 may be obtained in a way that it is in the best interest of the County as determined by the appropriate department head or Elected Official. The payment of these purchases will be made following their presentation to the Finance Committee.
- d. The department head or Elected Official is authorized to sign any contract or agreement regarding purchases at this procurement level after receipt of all the contractually required documentation.

#### 2. COMMITTEE LEVEL COUNTY ADMINISTRATOR & ENGINEER APPROVED PROCUREMENTS (PURCHASES BETWEEN \$105,001.00 AND \$2944,999.99)

- a. A Committee Level County Administrator & Engineer Approved Procurement involves the purchase of materials, supplies, equipment, services, construction and construction related services in amount greater than \$105,000.00 up to the Board Procurement level of \$3045,000.00 and above. Prior to submission to the County Administrator or Engineer/Parent Committee Chairperson, all such purchasing requests shall be in writing and signed by the appropriate department head or authorized signatory.
- b. Condition of Use: Any County Administrator & Engineer Approved Committee level procurement shall be made in accordance with the procedures authorized herein. String Purchasing is forbidden and purchases shall not be artificially divided for purposes of evading the competitive sealed bidding requirement or avoiding the necessity to procure through a County Board Level procurement process.

- c. **Minimum Quotation Requirements:** The requesting Department shall work with the County Administrator or Engineer ~~County Board Parent Committee above them~~ to validate/create the specifications for quotations and the method appropriate for quote solicitation. The ~~Committee~~ Department Head shall obtain quotations/proposals from at least three (3) vendors. If it is not feasible to obtain 3 quotes, or a sole source procurement is necessitated, a memorandum must be drafted by the requesting department's head explaining the reasoning and then submitted to the County Administrator or Engineer ~~Committee Chairperson~~ for review.
- d. **Evaluation Factors:** Evaluation factors which may justify an award to a vendor who has not provided the lowest quotation include, but are not limited to delivery, quantity, and quality requirements and past vendor performance.
- e. **Award:** Except as otherwise provided herein, award shall be made to the vendor offering the lowest responsive and responsible quotation/proposal that meets the specifications. ~~Whenever it is determined that it is in the County's best interest to award a purchase contract to a vendor who did not submit the lowest acceptable responsible quotation/proposal, the reason for the determination shall be indicated in a memorandum and retained with the contract. The memorandum must document the appropriateness of the requested procurement process and approval given. Adequate records to document the competition solicited and the award determination made shall be retained with every contract awarded.~~
- f. ~~The County Administrator or Engineer~~ Parent Committee Chairperson is then authorized to sign any contract or agreement at this procurement level, once approved by the Committee Administrator, and after receipt of all the contractually required documentation. Appropriate bidding or memorandum procedures must also be followed.
- g. Department Heads shall submit a monthly report to their Parent Committee that includes all procurements between \$10,000 and \$30,000.

**3. COUNTY BOARD LEVEL PROCUREMENTS - COMPETITIVE SEALED BIDDING (PURCHASES ABOVE \$3045,000.00)**

- a. A County Board Level Procurement involves the purchase of any materials, supplies, equipment, services, construction and construction related services in an amount at or in excess of \$3045,000.00. All such procurements shall be submitted to the appropriate Parent Committee for review prior to approval by the Committee and it shall then be presented for any other approvals as defined in the County Board Rules. Thereafter, it shall be submitted to the County Board Chairperson ~~Chairperson~~ Chairperson to seek

County Board approval. Prior to submission to the County Board, all purchasing requests shall be signed by the appropriate department head or authorized signatory. Appropriate bidding or memorandum procedures must also be followed.

- b. **Conditions of Use:** Any County Board level procurements (except where otherwise allowed by statute) shall be awarded by competitively sealed bidding except as otherwise provided in Section II(A)(4) through II(A)(10) below, or as provided by State Statute. String Purchasing is forbidden and purchases shall not be artificially divided for purposes of evading the competitive sealed bidding requirement. [SKS]
- c. **Invitation for Bids:** An Invitation for Bids shall be issued and include specifications or general descriptions, non-negotiable contractual terms and conditions applicable to the procurement.
- d. **Public Notice:** Adequate public notice of the Invitation for Bids shall be given, by the appropriate department head or County Administration Office, within a reasonable time, no less than fourteen (14) calendar days prior to the date set forth therein for the submittal and opening of bids. For bids with a mandatory pre-bid meeting, the public notice must be published at least seven (7) calendar days prior to the meeting date. Such public notice shall be given via the County website and by advertising for bids in a newspaper published within the county or, if no newspaper is published within the county, then a newspaper having general circulation within the county, or as otherwise statutorily required.  
  
The public notice shall state the project, submittal date, time and location of the bid opening and any other statutory requirements.
- e. **Bid Opening:** Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The amount of each bid, and such other relevant information as the solicitor of the bid deems appropriate, together with the name of each bidder shall be recorded. The record and each bid shall be open to public inspection in accordance with the Public Access to Procurement Information section of this Ordinance, subject to exemptions from disclosure under the Freedom of Information Act.
- f. **Bid Acceptance and Bid Evaluation:** Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Ordinance. The department head or ~~Parent Committee Chairperson~~ County Administrator shall evaluate bids for responsiveness based on the requirements set forth in the Invitation for Bids. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The Invitation

for Bid shall set forth the evaluation criteria to be used. No criteria, other than those necessitated to determine a Responsible Bidder, may be used in the evaluations that are not set forth in the Invitation for Bid. Alternative bids may be considered and accepted only if they are specifically provided for in the Invitation for Bids and meet the evaluation criteria set forth.

- g. **Correction or Withdrawal of Bids, Cancellation of Award:**
1. **Bids Withdrawn Prior to Opening:** Bids may be withdrawn prior to the bid opening upon written request of the bidder and in accordance with the terms and conditions contained in the bid document.
  2. **Correcting/Modifying Bid prior to opening:** A bidder may modify its bid at any time before the bid opening, if the sealed modification is received in writing before the due date.
  3. **Correcting Bid Totals:** After the bid opening, no changes in prices or other provisions shall be permitted, except to correct calculations, as stated in the terms and conditions contained in the bid document.
  4. **Clarifications:** The ~~Parent Committee Chairperson~~Chair or appropriate department head may obtain clarification from any bidder, after opening, if deemed necessary to fully evaluate the bid.
  5. **Bid Withdrawal after Bid Opening:** If the bidder alleges a material error or mistake of fact, they may be permitted to withdraw the bid if the bidder submits evidence, which clearly and convincingly demonstrates that an error was made. The request for withdrawal of the bid, supporting evidence and any written documentation shall be submitted to the appropriate department head or County Administrator~~Parent Committee Chairperson or department head~~.
- h. **Tie Bids:** Should tie bids between equally responsive and responsible bidders be received, the award will be made by a coin toss by the appropriate department head, ~~Parent Committee Chairperson~~County Administrator, County Engineer or the County Board ChairpersonChair. The subject tie bidders shall be given the opportunity to witness the coin toss. If a tie bidder fails to send a representative to the selection, that bidder shall waive the right to protest the selection.<sup>[SK6]</sup>
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- i. **Right of Rejection:** The ~~Parent Committee~~County Administrator, County Engineer, and/or County Board reserve the right to accept or reject any or all bids/proposals and to waive any technicalities in the document.
- j. **Award:** The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. After the bid is awarded, the requesting ~~Parent Committee~~County Administrator or Department Head shall issue all notices of awards and notices to proceed. All contractually necessary documentation will be required prior to any notice to proceed.

- k. **Cancellation of Contracts:** All contract cancellations recommended by the ~~Parent Committee Chairperson~~ County Administrator or appropriate department head will be presented to the County Board for action.
- l. **Contract execution:** All purchases made at this procurement level must be made in accordance with the Kendall County Board procedures and such contracts must be signed by the Kendall County Board ~~Chairperson~~ Chair.

**4. BOARD LEVEL PROCUREMENTS - REQUEST FOR PROPOSAL**

- a. **Condition for Use:** In cases where the County seeks to contract for a project or service whose goals, tasks or results are known, but for which the procedure or method of accomplishing same either may not be specified or are otherwise undetermined, a contract may be entered into by use of the Request for Proposal procedure. Reasons for using the Request for Proposal procedure shall be approved by the Parent Committee prior to the commencement of the procedure.
- b. **Origination of Request for Proposal:** Proposals shall be solicited through the appropriate Parent Committee with the assistance of the requesting Department and shall include specifications or general descriptions of goals, tasks or results, and any material non-negotiable contractual terms and conditions applicable to the procurement.
- c. **Public Notice:** Adequate public notice of the request for proposal shall be given in the same manner as Public Notice for Invitation for Bids, Section 11(A)(3)(d) (Public Notice).
- d. **Evaluation Criteria:** Criteria, including the weight to be given to each factor, must be developed for evaluation of the proposal prior to notice and included in the Request for Proposal.
- e. **Receipt of Proposals:** Names of offerors will be acknowledged in the presence of one or more witnesses at the time and place designated in the public notice. Contents of the proposals shall not be disclosed to any of the competition or offerors during the selection or negotiation process. A register of the proposals shall be prepared containing the name of each offeror, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after the contract is awarded subject to exemptions from disclosure under the Freedom of Information Act.
- f. **Discussions with Responsible Vendor/Offeror and Revisions to Proposals:** As provided in the Request for Proposals, discussions may be conducted

with the responsible vendors/offers who submitted proposals determined to be reasonably susceptible of being selected for award, for the purpose of clarification to ensure there is full understanding and responsiveness to the solicitation requirements. Vendors/Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revision may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

- g. Award: The County Board shall make the award to the responsible vendor/offers whose proposal conforms to the solicitation and is determined, in writing, to be the most advantageous to the County taking into consideration price and the evaluation factors set forth in the Request for Proposal. The contract file shall contain the basis on which the award is made.
- h. Contract execution: All purchases made at this procurement level must be made in accordance with the Kendall County Board procedures and such contracts must be signed by the Kendall County Board Chairperson Chair.

#### **5. SOLE SOURCE PROCUREMENT**

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

A sole source may exist in situations when materials, supplies, equipment or services are available from only a single supplier/contractor or when only one supplier/contractor is deemed economically feasible. If it is determined that sole source procurement must be utilized, the using department shall prepare supporting documentation for review by the Parent Committee, who shall upon committee approval present the documentation to the County Board for approval. Whenever the County Board determines that it is not economically feasible, or is not in the County's best interest to satisfy the minimum bid requirements, the basis for this determination shall be detailed in writing and retained with the contract.

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

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

#### **6. PROCUREMENTS NOT SUITABLE FOR BID**

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

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

#### **7. CONTRACTS FOR LEGAL SERVICES**

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

#### **8. CONTRACTS FOR CERTAIN DATA/TELECOMMUNICATION EQUIPMENT**

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

#### **9. EMERGENCY PROCUREMENTS**

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

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

- a. For purchasing emergencies in excess of \$105,000, the department head requiring such purchase shall submit a written and signed request to the County Board Chairperson Chair and County Administrator and Finance Committee Chairperson ~~[SKA]~~ in a timely manner, and detail the basis to declare that an emergency purchase is necessary.

- b. Emergency purchases shall be limited to those materials, supplies, equipment, services, construction and construction related services necessary to satisfy the emergency.
- c. The County Board Chairperson~~Chair~~'s determination of an emergency existing and the basis relied upon shall be memorialized in writing.
- d. In such emergency situations, the County Board Chairperson~~Chair~~ shall be empowered to negotiate and execute contracts without prior approval of the County Board.
- e. Following the negotiating and entry of a contract or other means of emergency purchase, the County Board Chairperson~~Chair~~ shall submit the documentation to the Finance Committee and then to the County Board for ratification.
- f. Should the County Board Chairperson~~Chair~~ not be available at the time of the emergency, then the County Board Vice Chairperson~~Chair~~ shall be authorized to perform the above described functions in his/her place.

#### **10. COOPERATIVE JOINT PURCHASING AUTHORIZED**

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

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

#### **11. PROFESSIONAL SERVICES SELECTION PROCESS**

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



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

  - 1. The project requires an independent professional as a condition of Federal, State or local law or regulation, or as a condition of a Federal, State or other grant or Intergovernmental agreement;**
  - 2. The project requires specialized expertise or multiple areas of expertise not available from existing staff;**
  - 3. County staff is not available for the project due to present or anticipated workload or other time constraints;**
  - 4. The project requires a limited engagement where it is not cost-effective to hire new full-time staff to provide the necessary services or expertise;**
  - 5. An actual emergency exists where existing staff cannot effectively be deployed or mobilized due to the nature of the occurrence or time constraints.**

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

- e. Professional Services agreements not expected to exceed \$49,999.99 may be entered into by the requesting department head. Professional Services agreements at or above \$105,000.00 and not expected to exceed \$2914,999.99 may be entered into by the requesting department's Parent Committee Chairperson County Administrator & Engineer. All professional services agreements for amounts over \$2914,999.99 shall only be entered into by the Kendall County Board.
- f. The Kendall County Board is authorized to enter into Master Agreements for professional services with those firms that it has a satisfactory relationship with. Following the creation and approval of such Master Agreements, any Task Orders to be issued for services covered by the agreement may be entered into as directed by Article II(A)(11)(e) above.
- g. Performance Criteria: Upon completion of each contract over \$25,000, the department involved shall prepare a written evaluation of the consultant's performance. The details of the evaluation shall be consistent with the cost and complexity of such assignments. For contracts over \$25,000, the County Administration Office will maintain a record of such evaluations for the use of all departments when selecting future professional service/consultants. No consultant shall be awarded subsequent contracts unless the using department has submitted a satisfactory evaluation to the County Administration Office. [SK10]

## 12. COST PLUS PERCENTAGE CONTRACTS

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

## 13. FURTHER AUTHORITY OF COUNTY BOARD CHAIRPERSON CHAIR

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

## PART B – RESPONSIBILITY OF BIDDERS AND OFFERORS

### 1. CONSIDERATIONS IN DETERMINING RESPONSIBLE BIDDER/OFFEROR

In determining responsibility of any bidder/offeror, the County may take into account:

- bidder/offeror's financial responsibility;
- past performance and integrity of the bidder/offeror;

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

## **2. PROCESS OF DETERMINING RESPONSIBLE BIDDER/OFFEROR**

If a bidder, designee or offeror who otherwise would have been awarded a contract is found non-responsible, a detailed written determination of non-responsibility, setting forth the basis of the findings shall be prepared by the using department's head.

The explanation shall be sent promptly to the non-responsible bidder/offeree who shall then have three (3) days to provide the requesting department any evidence to defeat the determination. Thereafter, the department's written determination and any evidence provided by the non-responsible bidder/offeree shall be provided to the Parent Committee Chairperson/Chair within five (5) days, who shall then determine whether the non-responsible determination shall be final or not.

The final determination shall be made part of the contract file. The unreasonable failure of a bidder/offeree to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for such final determination.

## **3. DECISION TO DECLARE NON RESPONSIBLE**

The Parent Committee Chairperson/Chair shall issue a written determination within ten (10) days of receiving the objection materials from the responsible department head. Such determination shall state the reasons for the action taken, and inform the affected bidder/offeree involved of his rights concerning administrative review.

## **4. NOTICE OF DECISION**

A copy of the decision required by Section 3 above shall be mailed by certified mail with return receipt.

## **5. FINALITY OF DECISION**

A decision under the above section shall be final and conclusive, unless the affected person within ten (10) business days after receipt of the decision by certified mail makes an appeal to the County Board Chairperson/Chair. (See Article IV below regarding Appeals to the Kendall County Board).

## **PART C - CONTRACT ADMINISTRATION**

### **1. CONTRACT ADMINISTRATION**

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

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

## 2. COUNTY PROCUREMENT RECORDS

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

## PART D – AUTHORIZATION, REVIEW AND APPROVAL PROCESS

### 1. AUTHORIZATION TO INITIATE BIDS OR OTHER SOLICITATIONS

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

### 2. FISCAL RESPONSIBILITY

Prior to the issuance of any purchase order, contract, task order, change order or contract modification, the Finance Committee Department Head shall certify that sufficient budgeted funds are available. [SK11]

### 3. LEGAL REVIEW OF CONTRACTS

Prior to award, the department head, Parent Committee Chairperson Chair or County Board Chairperson Chair may request the State's Attorney's Office to review a contract that is not in a standard form. This review shall not be required when the form and content of the contract documents have previously been approved by the State's Attorney's Office. [SK12]

### 4. MULTI-YEAR CONTRACTS

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

- a. When possible [SK13], All multi-year contracts presented for approval shall contain the total value of the award for the multi-year period.
- b. Only the current fiscal year portion shall be encumbered.
- c. Multi-year contracts that exceed a total term of two (2) years shall not be presented to a Parent Committee or County Board, unless approved in

advance by the State's Attorney's Office and the County Board Chairperson Chair. (SK14)

## 5. CONTRACT RENEWALS

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

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

- a. All contracts that contain an optional renewal clause shall be presented to the appropriate purchasing authority as outlined above for approval with the total dollar value for the initial period of award.
- b. All subsequent requests for contract renewals shall originate from the using department in the form of a written request indicating the desire for the renewal, the subsequent renewal term and the total dollar value for the renewal period.
- c. The request shall be submitted at least sixty (60) days prior to the expiration date of the current period.
- d. The appropriate purchasing authority will obtain contractor approval and submit the necessary correspondence for approval.
- e. All renewals shall be for the time period specified in the original contract document or shorter.
- f. All contracts containing renewal clauses that exceed a total term of two (2) years shall not be presented to the Parent Committee or County Board unless approved in advance by the State's Attorney's Office and the County Board Chairperson Chair. (SK15)

## 6. CHANGE ORDERS AND CONTRACT MODIFICATIONS

- a. All change orders and contract modifications will be presented in advance to the appropriate Department, Parent Committee County Administrator, or County Board; whichever was responsible for the procurement at issue. If no further approval is required, as described below, the originating/requesting department will continue the processing of necessary documentation.
  1. For interim (non-final) change orders and contract modifications where the total purchase amount, including any changes, does not exceed the maximum allowable \$105,000.00 Department Level Procurement amount, processing may continue without further approval.

2. For final change orders processing may continue without further approval where:
  - i. there is a price increase of up to \$2,500 or
  - ii. there is a price increase of no more than 10% of the initial price and.
  - iii. within approved project budget.
  
3. Processing may continue subject to County Board ratification for change orders that:
  - i. decrease a contract by \$10,000 or more;
  - ii. increase or decrease the contract term by 30 or more calendar days; or
  - iii. cancel any contract.
  
- b. Further approval, by the ~~Parent Committee~~ County Administrator, is required before processing occurs in the following cases:
  1. where department head approval was required for the initial contract and the change order increases the contract to an amount in excess of the maximum \$510,000.00 Department Level Procurement amount.
  2. where ~~Parent Committee~~ County Administrator or Engineer approval was required for the initial contract and the change order increases the contract to an amount no greater than the maximum \$2914,999.99 Committee Procurement level, or
  3. where ~~Parent Committee~~ County Administrator or Engineer approval was required for the initial contract and the change order materially alters the scope of work to be performed.
  
- c. Further approval, by the ~~Parent Committee~~ County Administrator or Engineer and the County Board, is required before further processing occurs in the following cases:
  1. where department head approval or ~~Parent Committee~~ County Administrator or Engineer approval was required for the initial contract and the change order increases the contract to an amount in excess of the maximum \$2914,999.99 Committee County Administrator Procurement level, or
  2. where ~~Parent Committee~~ County Administrator and County Board approval was required for the initial contract and the change order materially alters the scope of work to be performed.

- d. Where the time required to approve and process a change order necessitated by field conditions would unreasonably interrupt contract work to the financial detriment of the County, the change order may be processed upon the agreement of the department head and Project Manager, subject to ratification by the Kendall County Board. The Parent Committee Chair shall be notified of such a field condition change order at the earliest possible opportunity.
- e. ~~e.~~—In the case of Public Works contracts, no change order, including a field condition change order can be made where the total contract value (or subcontract value) is increased to more than 50% of the initial contract price. In such case, the new or increased value goods or services must be submitted for competitive bidding pursuant to the Public Works Contract Change Order Act (50 ILCS 525/5).
- ff. In accordance with 720 ILCS 5/33E-9, should a change order, or a series of change orders to any public contract, result in an increase or decrease in contract cost by a total of more than \$10,000.00 or increase or decrease the time of completion by a total of thirty (30) days or more, then prior to the authorization of such change order(s), the appropriate department head or ~~Committee Chairperson~~ Chair must provide a determination in writing that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the County and authorized by law. Such written determination and the resulting change order(s) shall then be kept in the contract's file.

### ARTICLE III – SPECIFICATIONS

#### PART A – RESPONSIBILITY FOR SPECIFICATIONS

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

Specifications for grant-funded contracts shall include all terms and conditions required by the grant, and it shall be the responsibility of the using department to furnish such terms and conditions to the purchasing authority (whether it be Department Head/Parent Committee/County Board).

#### PART B - MAXIMUM PRACTICABLE COMPETITION

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

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

## ARTICLE IV – APPEAL OF DECISIONS

### PART A – APPEALS AND REMEDIES

#### 1. **AUTHORITY OF THE PARENT COMMITTEE CHAIRPERSON CHAIR TO SETTLE BID PROTESTS, SUBJECT TO STATUTORY PROVISIONS**

The Parent Committee Chairperson Chair of the requesting (contracting) department is authorized to resolve and settle any procedural protest regarding the solicitation or award of any bid under his/her purview prior to an appeal being made to the County Board.

#### 2. **BID PROTEST PROCEDURE**

a. 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 ten (10) business days of the solicitation, bid opening or award being protested, serve by mail, fax or personally, a letter of protest to the appropriate Parent Committee Chairperson Chair.

b. If the protest or claim is not resolved by mutual agreement, the Parent Committee Chairperson Chair must submit a decision in writing to the protesting entity via U.S. Certified Mail, Return Receipt Requested within ten (10) business days from receipt of the protest, unless a longer period is agreed to by the parties. The decision shall state the reasoning for the decision reached and shall inform the claimant of his further appeal rights under Article IV(A)(4) in this ordinance.

c. In the event the Parent Committee Chairperson Chair does not issue a written decision within the specified time period described in Section b above, 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.

#### 3. **AUTHORITY OF THE FINANCE COMMITTEE CHAIR TO SETTLE CONTRACT CLAIMS, SUBJECT TO STATUTORY PROVISIONS**

a. All claims by a contractor against the county relating to a contract, except bid protests, shall be submitted in writing to the Finance Committee Chairperson Chair. Such claims include, without limitation, disputes arising



under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

- b. The contractor may request a conference with the Finance Committee ~~Chairperson~~Chair on the claim.
- c. The Finance Committee ~~Chairperson~~Chair is authorized to attempt to settle any such dispute. If the dispute or claim is not resolved by mutual agreement, the Finance Committee ~~Chairperson~~Chair shall issue a decision in writing to the protesting entity via U.S. Certified Mail, Return Receipt Requested within ten (10) business days from receipt of the protest, unless a longer period is agreed to by the parties. The decision shall state the reasoning for the decision reached and shall inform the claimant of his further appeal rights under Article IV(A)(4) in this ordinance.
- d. In the event the Finance Committee ~~Chairperson~~Chair does not issue a written decision within the specified time period described in Section c above, 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.
- e. The Finance Committee ~~Chairperson~~Chair shall have authority, following consultation with the State's Attorney's Office, to make recommendations as to the settlement of any monetary claims to the appropriate Kendall County Board committees for their consideration and action.

#### 4. **PROTESTOR RIGHT TO APPEAL TO KENDALL COUNTY BOARD**

- a. The Finance Committee ~~Chairperson~~Chair or Parent Committee ~~Chairperson~~Chair's decision(s) shall be final and conclusive unless, within ten (10) business days from the date of receipt of the decision, the County Board ~~Chairperson~~Chair receives a written appeal regarding the subject decision.
- b. The County Board ~~Chairperson~~Chair shall then, within ten (10) business days, notify the appellant in writing of the date and time that his appeal shall be heard before the County Board, and he shall be afforded a reasonable opportunity to state his position. The County shall also notify any other party whose interests may be affected by the appeal so they may appear and be given the opportunity to protect their interests.
- c. The County Board shall then render a final decision by the next regularly scheduled Board Meeting following the hearing for such appeal and issue same to appellant. The decision of the County Board shall be final and conclusive.

#### 5. **STAY OF PROCUREMENT DURING PROTEST**

In the event of a timely protest this under Section, the appropriate Parent Committee Chairperson Chair, after consulting with the State's Attorney, shall determine whether it is in the best interests of the County to proceed with the solicitation or award of the contract or to stay the process until the protest is resolved.

**PART B – 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 requesting department head, after consultation with the State's Attorney, determines that a solicitation is in violation of federal, state or local law, then the solicitation shall be canceled or revised to comply with applicable law.

**2. PRIOR TO AWARD:**

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

**3. AFTER AWARD:**

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

- 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.

4. If a contract must be terminated pursuant to 3(a) above, then the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract prior to notification of its termination. However, no further penalties and/or early termination charges shall be required upon such termination of the Agreement.

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

**PART A – ETHICS**

Any or all actions related to this Purchasing Ordinance shall comply with the Kendall County Ethics Ordinance (Kendall County Ordinance No. 12-18, including any future amendments).

**PART B – REQUIRED DISCLOSURES OF CONTRACTORS AND VENDORS**

In furtherance of this procurement ordinance's purpose to protect against fraud and favoritism, the following disclosures must be made:

1. Prior to award, every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at, or in excess of, the amount required for a board level procurement, shall provide to the Finance Committee a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent County Board member or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the County Board.
2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid and shall update such disclosure with any changes that may occur.
3. For purposes of the disclosure requirements set forth in this Section, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.
4. Any contractor or vendor that knowingly violates the disclosure requirements set forth in this Section is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

#### **PART C - PROHIBITED INTEREST IN CONTRACTS**

Prior to award, every contractor, union, or vendor that is seeking a contract with the County shall affirm that no Kendall County officer or elected official has a direct or indirect pecuniary interest in the subject company or the subject contract, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in the company or the contract, that interest, and the procedure followed to effectuate the contract has and will comply with 50 ILCS 105/3.

#### **PART D - VIOLATIONS**

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

### **ARTICLE VI – AMENDMENT**

**Part A - AMENDMENT & REVIEW OF ORDINANCE**

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

**Part B – EFFECTIVE DATE**

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

ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Scott Gryder, County Board Chairman

Attest: \_\_\_\_\_  
Debbie Gillette, County Clerk

Vote total:  
Aye: \_\_\_\_  
Nay: \_\_\_\_  
Abstain: \_\_\_\_