



ADOPTED JUNE 22, 2011

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ARTICLE 1 - GENERAL PROVISIONS

1-101 POLICIES AND PROCEDURES

It shall be the policy of the Lake County Health Department and Community Health Center (hereinafter "Health Department") to provide for purchases and enter into contracts for goods, services, supplies, equipment, construction, construction related services, or professional services at fair and reasonable compensation for the work performed. Procedures shall be developed to manage the procurement process in accordance with all applicable laws; foster a competitive bidding environment to maximize public procurement funds; spend the taxpayers money wisely and fairly; to invite competition to guard against fraud, favoritism, negligence, extravagance, corruption and to secure the best work or supplies at the lowest price possible; to best meet the needs of the Health Department departments and Service Areas through continuous improvement of purchasing systems and procedures; to strengthen the markets for materials collected in local recycling collection systems; to encourage the reduction of discarded materials; to encourage economic development through attraction and retention of recycled and source reduction product manufacturers and distributors; and to support markets for recycled and other environmentally preferable products and encourage Health Department agencies and contractors to buy such products whenever practicable.

1-102 APPLICABILITY

These Policies and Procedures apply to contracts for the procurement of equipment, goods, services, supplies, equipment, construction, construction related services, or professional services, to the extent permitted by law, entered into by the Health Department. It shall apply to the expenditure of public funds by a Health Department for public purchasing irrespective of its source, except as otherwise provided by state law, state regulation, Health Department Policies and Procedures or administrative policy. When the 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 law. Nothing in these Policies and Procedures shall prevent any Health Department agency from complying with the terms and conditions of any grant, gift, bequest, or cooperative purchasing agreement that is otherwise consistent with law. These Policies and Procedures do not apply to the procurement of legal services or employment contracts with physicians.

1-103 CORRESPONDENCE WITH SUPPLIERS

All correspondence with suppliers relating to the purchasing functions shall originate from the Purchasing Manager or their designee. Correspondence concerning matters which precede actual purchasing, such as specification development, conceptual ideas, general industry and product application information, may be between the supplier, Service Area Director or their designee, and the Purchasing Manager or their designee, provided copies of such correspondence are sent to the Purchasing Manager or their designee.

1-104 PUBLIC ACCESS TO PROCUREMENT INFORMATION

Procurement information shall be a public record to the extent provided in the Illinois Freedom of Information Act (5 ILCS 140/1 et. seq.).

1-105 AUTHORIZATION

Service Area Directors, or their designee, shall forward requisitions or a request to advertise to the Purchasing Department for the purchase of goods, services, supplies, equipment, construction, construction related services, or professional services in accordance with funds appropriated within their budget. The Purchasing Manager may issue bids or other solicitations for any goods, services, supplies, equipment, construction, construction related services, or professional services for which funds have been budgeted. Approval of the Director of Administrative Services is required prior to any solicitation for any goods, services, supplies, equipment, construction, construction related services, or professional services not specifically authorized in the budget, except for Small Purchases.

1-106 REQUIREMENTS OF GOOD FAITH

These Policies and Procedures require all parties involved in the procurement, negotiation, performance, or administration of Health Department contracts to act in good faith.

1-107 PROPERTY RIGHTS

Receipt of a solicitation or other procurement documents, or submission of any response thereto, or other offer, confers no right to receive an award or contract, nor does it obligate the Health Department in any manner.

Article 1 – General Provisions

The Health Department is the owner and has the right to all work, property, and materials created or developed in the performance of any contract, to include software, forms, data, and documents. The Health Department shall own the copyright to any work, property, and materials created or developed in the performance of any contract. The Supplier shall not copy or release any documents created in the performance of a contract without the express written consent of the Health Department.

1-108 DEFINITIONS

The words defined in this Section shall have the meanings set forth below whenever they appear in these Policies and Procedures or regulations promulgated there under:

- (1) Architect, Engineer, and Land Surveying Services. Those professional services within the scope of practice of architecture, professional engineering, structural engineering or land surveying, as defined by the state of Illinois Professional Services Selection Act (50 ILCS 510/1 et.seq.).
- (2) Bid. An advertised, open, competitive solicitation for prices which are opened publicly.
- (3) Bid Security. A guarantee 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.
- (4) Board of Health. The members of the Lake County Board of Health, duly appointed by the Chairman of the Lake County Board, with the advice and consent of the Lake County Board to be the legislative body for the Health Department and to represent the Health Department.
- (5) Business. Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
- (6) Change Order. A written change order signed and issued by authorized individuals of the Health Department acceding, accepting, or directing the contractor to make changes to the purchase order or original contract specifications which authorizes or necessitates any increase or decrease in the cost of the contract or the time for completion.
- (7) Competitive Selection. A process whereby public solicitation is used to select the most qualified and responsible provider of goods, services, supplies, equipment, construction, construction related services or professional services. Methods of Competitive Selections include Invitation for Bids, Requests for Proposals, Requests for Qualifications, and Multiple Price Quotations.
- (8) Confidential Information. Any information which is available to an employee only because of the employee's status as an employee of the Health Department and is not a matter of public knowledge or subject to disclosure to the public via request pursuant to the Freedom of Information Act (5 ILCS 140/1 et. seq.).
- (9) Construction. The process of building, altering, repairing, improving, demolishing, making structural repairs or other capital improvements, to public real property of the Health Department.
- (10) Contract. All types of Health Department agreements; including purchase orders, whether oral or written and regardless of what they may be called, for the procurement of goods, services, supplies, equipment, construction, construction related services, or professional services that are legally binding promises enforceable by law – for example, payment vouchers, purchase orders, maintenance contracts, service contracts, systems contracts, oral agreements, etc.
- (11) Contract File. A record maintained in the Purchasing Department which may include a requisition, purchase order, contract documents and/or related correspondence.
- (12) Contract Modification. Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any Contract accomplished by mutual action of the parties to the Contract.
- (13) Contract Renewal. Continuation of the Contract for an additional period of time, under the original terms and conditions, where the renewal clause is included in the original solicitation documents. If the solicitation document does not include provisions for renewal, any continuation of the Contract would be considered a new Contract and therefore must be re-solicited.

Article 1 – General Provisions

- (14) Contractor. Any person or entity who is a party or beneficiary of a contract with the Health Department.
- (15) Cooperative Purchasing. Procurement conducted by or on behalf of more than one Public Procurement Unit.
- (16) Cost Analysis. The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.
- (17) Cost Data. Factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by the supplier in performing the contract. Costs in this definition refer to offered or proposed costs, historical costs, and current costs.
- (18) Direct or Indirect Participation. Involvement, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
- (19) Emergency Procurement. An emergency situation shall be defined where immediate action is required due to imminent disruption of essential operations or conditions adversely affecting the safety, health or security of persons or property, where immediate repairs to Health Department property to protect or prevent against further loss or damage, where immediate action is needed to prevent or minimize disruption to Health Department Services, where immediate action is required to ensure integrity of Health Department records, where it is unfeasible to remedy such disruption or conditions through the use of competitive solicitations, or where immediate action is necessary to avoid a lapse or loss of federal, state, or donated funds.
- (20) Employee. An individual drawing a salary or wages from the Health Department or the County, whether elected or not.
- (21) Environmentally Preferable Products and Services. Commodities or services that is less detrimental to the environment or human health than competing commodities or services serving the same purpose. Includes commodities or services that minimize waste, use recycled materials, conserve energy or water, or reduce the consumption or disposal of toxic materials.
- (22) Equipment. Goods that are purchased or used by the Health Department that are not materials or supplies which 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.
- (23) Financial Interest.
 - (a) Ownership of any interest or involvement in any relationship from which, or as a result of which, an individual within the past year has received, or is currently or in the future entitled to receive, more than \$1,200 per year, or its equivalent; or
 - (b) Ownership of 5% of any property or business; or
 - (c) Holding a position in a business such as officer, director, trustee, partner, employee, or holding any position of management.
- (24) Goods. All maintenance, repairs, operating supplies, and equipment necessary to sustain day-to-day Health Department operations.
- (25) 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 statutes.
- (26) Gratuity. A payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- (27) Immediate Family. Husband, wife, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, son-in-law, daughter-in-law, uncle, aunt, brother-in-law, and sister-in-law.
- (28) Invitation for Bids (IFB). A written request to prospective suppliers soliciting sealed price quotations or bids; contains or incorporates by reference, the specifications or scope of work and all contractual terms and conditions.

Article 1 – General Provisions

- (29) Invoice. An itemized statement of money owed for goods or services furnished by a seller to a buyer.
- (30) Joint Purchasing Act. The Governmental Joint Purchasing Act (30 ILCS 525/1 et. seq.), as amended from time to time.
- (31) Materials. Items or Suppliers required in the performance of day-to-day operations.
- (32) 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 suppliers prior to purchase.
- (33) Performance Bond. The purpose of a Performance Bond is insurance that the successful supplier completes the job or service as outlined in the bid specifications for the price quoted and for the length of the Contract. If the supplier should default on the said Contract for any reason the Health Department would at that time, exercise the right to use that Performance Bond to complete the Contract. A Performance Bond may be required from the successful Bidder and shall be valid throughout the term of the Contract. The Performance Bond will be returned at the completion of the Contract.
- (34) Person. Any individual or group of individuals, business, union, firm, corporation, trustee, partnership, association, joint venture, committee, club, or other entity.
- (35) Price Analysis. The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.
- (36) Pricing Data. Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and subcontract prices.
- (37) Procurement. The buying, purchasing, renting, leasing, or otherwise acquiring of any goods, services, supplies, equipment, construction, construction related services, or professional services. It also includes all functions that pertain to the obtaining of any goods, services, supplies, equipment, construction, construction related services, or professional services, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of Contract administration.
- (38) Procurement Card. A payment method whereby requisitioners are empowered to deal directly with suppliers for low-dollar, high frequency type purchases by using a card issued by a bank or major credit card provider. The cards reduce paperwork and enable purchasing and accounts payable personnel to focus on more value-added activities.
- (39) Professional Service. Those services requiring special knowledge, education or a high degree of intellectual skill whereby the qualifications of persons rendering the services are of primary importance. Professional services shall include, but not be limited to, appraisers, attorneys, architects, engineers, accountants, land surveying services, clergy, psychologists, physicians and other health professionals.
- (40) Public Procurement Unit. The State of Illinois, any county, city, town, and any other subdivision of the state, or public agency of any such subdivision, public authority, educational, health, or other institution, any agency of the United States, and to the extent provided by law, any other entity which expends public funds for the procurement of goods, services, supplies, equipment, construction, construction related services, or professional services.
- (41) Purchase Order. A written Document signed and issued by Purchasing Department directing a business to provide goods, services, supplies, equipment, construction, construction related services, or professional services on behalf of the Health Department.
- (42) Purchasing Agent. The Purchasing Manager or any staff member of the Purchasing Department authorized to act as a Purchasing Agent for the Health Department and shall be responsible for the procurement of goods, services, supplies, equipment, construction, construction related services or professional services.
- (43) Quote/Quotation. Pricing obtained for the purchase of goods or services.

Article 1 – General Provisions

- (44) Request for Information (RFI). All Documents issued to suppliers for the sole purpose of seeking information about the availability in the commercial marketplace of goods, services, supplies, equipment, construction, or construction related services.
- (45) Request for Proposals (RFP). All Documents, whether attached or incorporated by reference, utilized for soliciting proposals containing the specifications, scope of work and all contractual terms and conditions.
- (46) Request for Qualifications (RFQ). All Documents requested for Professional Services including but not limited to a list of professional reference and similar work performed.
- (47) Requisition. An electronic request issued by a Health Department Service Area designee, against available, approved funds authorizing the Purchasing Department to issue a Purchase Order on the Service Areas behalf.
- (48) Responsible Bidder or Offeror. A Person responding to an Invitation to Bid who has the capability in all respects to fully perform the Contract requirements, as determined by the Health Department in it's sole discretion. The following factors may be considered, include but are not limited to, tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, personnel, financial strength, acceptable past performance, and credit which will assure good faith performance. Responsible Bidder or Offeror must conform to the following five elements:
- (a) comply with all laws pre-requisite to doing business in Illinois; and
 - (b) produce evidence of a federal employer tax number or social security number; and
 - (c) comply with Equal Employment Opportunity requirements; and
 - (d) provide evidence of all specified insurance coverage; and
 - (e) comply with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et. seq.).
- (49) Responsive Bidder. A person who has submitted a bid, which conforms in all material respects to the requirements set forth in the Invitation for Bid.
- (50) Reverse Auction. A real-time bidding process taking place at a scheduled time and Internet location, in which suppliers, anonymous to each other, submit bids to provide the designated goods and/or services specified in the Invitation to Bid.
- (51) Services. The furnishing of labor, time, or effort by a Supplier, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance.
- (52) Solicitation. An Invitation to Bid or Request for Proposals to provide goods, supplies, services, equipment, construction, construction related services or professional services.
- (53) Specification. Any description of the physical or functional characteristics or of the nature of goods, services, supplies, equipment, construction, construction related services, or professional services. It may include a description of any requirement for inspecting, testing, or preparing the goods, services, supplies or construction related items, or professional services as per the specifications.
- (54) Surplus Property. Property in excess of the needs of the Health Department and not required for its foreseeable need or no longer having any use to the Health Department.
- (55) Unauthorized Purchases. When goods, services, supplies, equipment, construction, construction related services, professional services, or any expense agreed to or is charged to the Health Department by a person or employee without authorization or authority, as may be provided by the Board of Health or the Executive Director.
- (56) Using Department or Using Agency. Any Health Department Service Area or agency requiring goods, services, supplies, equipment, construction, construction related services, or professional services procured pursuant to these Policies and Procedures.

ARTICLE 2 - OFFICE OF THE PURCHASING AGENT

2-101 AUTHORITY AND DUTIES

Illinois Compiled Statutes Counties Code (55 ILCS 5/5-25013 through 5-25016) provide for the Lake County Health Department to enter into contracts for goods, services, supplies, equipment, construction, construction related services, or professional services.

(1) Principal Public Purchasing Official. The Purchasing Manager shall serve as the Purchasing Agent for the Health Department, and shall be responsible for the procurement of goods, services, supplies, equipment, construction, construction related services or professional services, in accordance with these Policies and Procedures, as well as the management and disposal of surplus property.

(2) Duties. In accordance with these Policies and Procedures, and subject to the supervision of the Board of Health, the Executive Director and the Director of Administrative Services, the Purchasing Manager shall:

- (a) procure or supervise the purchasing of goods, services, supplies, equipment, construction, construction related services, or professional services required by the Health Department;
- (b) execute contracts and purchase orders, as authorized, based upon open competition for all goods, services, supplies, equipment, construction, construction related services, or professional services needed by the Health Department;
- (c) sell, trade, transfer, or otherwise dispose of surplus Health Department property;
- (d) establish and maintain programs for specifications development, contract administration, inspection and acceptance, in cooperation with the Service Areas using the goods, services, supplies, equipment, construction, construction related services, or professional services;
- (e) exercise general supervision over inventories of goods belonging to the Health Department;
- (f) establish procedures for contract management, specification preparation, inspection, testing, acceptance, including the monitoring of compliance and payments in cooperation with the Service Areas using the goods, services, supplies, equipment, construction, construction related services, or professional services;
- (g) provide maximum service to all Service Areas of the Health Department in the areas of contracts, negotiation, placement of orders, expediting delivery, and follow-up on orders in such a manner that the maximum value will be obtained per dollar expended;
- (h) at the request of and in cooperation with the requesting Health Department Service Area, prepare, revise, maintain and monitor specifications and issue Invitations for Bids, Requests for Proposals, Requests for Information, and Requests for Qualifications, Purchase Orders and addenda or corrections thereto;
- (i) obtain expert advice and assistance from personnel of Health Department Service Areas in the development of specifications for Invitations for Bids, Requests for Proposals, Requests for Information and Requests for Qualification to promote overall economy for the purposes intended to encourage competition in satisfying the Health Department's needs, and shall not be unduly restrictive. This applies to all specifications including, but not limited to, those prepared for the Health Department by architects, engineers, designers, and draftsmen;
- (j) conduct pre-bid, pre-award, and pre-proposal conferences as necessary, in cooperation with the requesting Service Area;
- (k) evaluate supplier's bids, proposals, qualifications, and present written recommendations for award in cooperation with requesting Service Area;
- (l) utilize all known contacts and sources to expedite deliveries of needed supplies, services, and equipment;
- (m) develop and maintain current bidders list of suppliers;
- (n) maintain, where possible, supplier and product performance records;
- (o) maintain, where possible, current prices through study of published price lists, information from salesmen, published market data, or through negotiations or competitive bids;
- (p) coordinate and control inventory systems kept in the Health Department storerooms;
- (q) function as the Health Department's representative on all matters pertaining to purchasing, in cooperation with the requesting Service Area; and
- (r) periodically review systems and procedures to determine improved methods which result in efficiencies in performance.

(3) Purchasing Records. All records relating to a purchase shall be maintained by any Health Department Service Area to which Procurement Authority has been delegated and a copy of all such records shall be provided to the Purchasing Department upon selection of a supplier.

Article 2 – Office of the Purchasing Agent

- (4) Purchasing Determinations. The Purchasing Manager shall work cooperatively with Service Areas in making determinations relative to the purchase of goods, services, supplies, equipment, construction, construction related services, or professional services.
- (5) Supply Management Regulations. The Purchasing Manager shall be responsible for developing and executing policies and procedures for:
- (a) the management of supplies during their entire life cycle; and
 - (b) the sale, lease, or disposal of surplus supplies by public auction, competitive sealed bidding, or other appropriate method designated; and
 - (c) transfer of excess property.
- (6) Allocation of the Proceeds from Sale of Disposal of Surplus Goods. The Purchasing Manager shall allocate net proceeds from the sale, lease, or disposal of surplus goods back to the Health Department Finance Department, unless state or federal Law requires or mandates otherwise.

ARTICLE 3 – PURCHASE ORDERS

3-101 GENERAL

Purchase Orders shall be the basis to authorize all procurement of equipment, goods, services, supplies, equipment, construction, construction related services, or professional services. Purchases authorized by Board of Health Resolution satisfy the requirements as set forth under these Policies and Procedures for the Purchasing Department to issue a Purchase Order.

3-102 PROCEDURES

(1) Department Requisitions. The department shall approve and issue a Health Department Requisition for purchases requiring a Purchase Order. Purchases shall be made in accordance with Health Department, Lake County, or other government contracts whenever feasible or possible.

(2) Health Department Purchase Orders. Except as stated in 3-102 (1), the department shall forward a requisition to the Purchasing Department requesting equipment, goods, services, supplies, equipment, construction, construction related services, or professional services. The Purchasing Department shall issue purchase orders for these transactions. For purchases greater than \$30,000 and professional services greater than \$50,000, the department shall also forward a Request to Solicit Bids or Proposals and suggested specifications to initiate the purchase of goods, services, supplies, equipment, construction, construction related services, or professional services, except as provided for in Sections 6-102 (Purchases Exempt from Bidding) and 6-103 (Emergency Procurement).

3-103 ARTIFICIAL DIVISION OR FRAGMENTATION PROHIBITED (STRINGING)

Procurement shall not be artificially divided or fragmented to avoid the competitive selection unless there has been prior authorization.

3-104 AUCTION PURCHASES

Purchases may be made at auction in accordance with the procedures and requirements applicable to that particular auction. Notice and competitive selection is not a requirement and the amount paid shall be the amount bid and accepted, plus any required buyer's premium. Prior to the auction, the Health Department's Finance Office must authorize in writing an upper expenditure limit for the item(s) under consideration at auction.

ARTICLE 4 – COMPETITIVE BIDDING

4-101 GENERAL

An openly publicized competitive process for procurement of goods, services, supplies, equipment, construction, and construction related services is the most effective means of determining the lowest cost from a responsible source and shall be utilized whenever possible. Purchases of goods, services, supplies, equipment, construction, and construction related services in excess of \$30,000 or where multiple purchases within a year are likely to exceed \$30,000 shall be subject to the competitive sealed bidding process or electronic reverse auction in accordance with Section 4-103 (Electronic Reverse Auction Bidding). However for data processing and telecommunications goods and services, these provisions shall apply for purchases in excess of \$35,000 or where multiple purchases within a year are likely to exceed \$35,000. Professional Services Proposals refer to Article 5.

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

4-102 PROCEDURES

(1) **Invitation for Bids.** An Invitation for Bids shall be issued and include all Specifications, Scope of Work, and contractual terms and conditions applicable to the Procurement.

(2) **Public Notice.** Adequate public notice of the Invitation for Bids shall be given a reasonable time, not less than twelve (12) calendar days prior to the date set forth therein for the opening of bids. Such notice shall include publication in a newspaper of general circulation within the County and Internet posting on the Health Department website, at least twelve (12) calendar days prior to the date set forth therein for the opening of the bids. The public notice shall state the project, place, submittal date, and time of bid opening.

(3) **Requirement for Bid Security.** Bid Security in the amount of 10% of the amount of the bid, shall be required for all competitive sealed bidding for construction contracts when the price is estimated to exceed \$30,000. Bid security shall be a bond provided by a surety company authorized to do business in the State of Illinois, or a certified check, bank draft, or cashier's check, or otherwise supplied in a form satisfactory to the Health Department. Nothing herein shall prevent the requirement of such bonds or other security in addition to or in lieu of those bonds, on construction contracts under \$30,000 or other contracts when the circumstances warrant.

(4) **Bid and Performance Bonds on Construction or Construction Related Contracts.** Bid and performance bonds or other security may be requested for supply or service contracts as the Executive Director, Director of Administrative Services, or Purchasing Manager deems advisable to protect the Health Department's interests. Any such bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility. When a construction contract is awarded in excess of \$30,000, the following bonds or security shall be delivered to the Health Department and shall become binding on the parties upon the execution of the contract:

- (a) a performance bond satisfactory to the Health Department, executed by a surety company authorized to do business in the state, or otherwise security in a manner satisfactory to the Health Department, in an amount equal to one-hundred percent (100%) of the price specified in the contract; and
- (b) a payment bond satisfactory to the Health Department, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the Health Department, in an amount equal to one-hundred percent (100%) of the price specified in the contract, for the protection of all persons supplying labor or material to the contractor or its subcontractors for the performance of the work provided in the contract; and

(5) **Authority to Require Additional Bonds.** Nothing in this Section shall be construed to limit the authority of the Health Department to require a performance bond or other security in addition to those bonds, or in circumstances other than specified in subsection (4) of this Section.

(6) **Rejection of Bids for Noncompliance with Bid Security Requirements.** When the Invitation for Bids requires security, noncompliance requires that the Bid be rejected unless it is determined the Bid fails to comply only in a non-substantial manner with the security requirements.

Article 4 – Competitive Bidding

(7) **Insurance Requirements on Goods or Service Contracts.** The Purchasing Manager shall determine, in consultation with the Risk Manager, whether insurance coverage by the supplier shall be required, and, if so, the types and amounts of coverage that shall be required. The supplier shall have the Health Department named as an additional insured as its interest may appear and furnish the Purchasing Manager with satisfactory evidence of said insurance.

(8) **Bid Opening.** Sealed 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, amount of each bid, and relevant information the Purchasing Manager deems appropriate, shall be read aloud and recorded; the record and each bid shall be open to public inspection in accordance to Section 1-103 (Correspondence with Suppliers).

(9) **Late Bids.** Bids received after the time specified in the Bid information will not be considered. It is the bidder's responsibility to see the bid is delivered by the time and at the place specified. All Bids received after the specified time will be marked "Received too late for consideration", signed by the Purchasing official and returned unopened

(10) **Period of Firm Bid.** Unless otherwise provided in bid information, the price of each bid must be kept firm for at least ninety (90) days after the bid opening date. A bidder may specify the price will remain firm for a longer period than required by the bid information or this rule. If the bidder has not specified an expiration date for the price, the price will continue to remain firm until the bidder gives notice of intent to terminate the price. After such notice the Health Department will have ten (10) days to accept the bid at the original price.

(11) **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 Purchasing Manager determines in writing the price submitted is fair and reasonable, and other prospective bidders/offerors had reasonable opportunity to respond or there is not sufficient time for initiating another Solicitation. Otherwise the Purchasing Manager may exercise the option to reject the bid/offer and see bids/offers through a new solicitation.

(12) **Bid Acceptance and Bid Evaluation.** Bids shall be unconditionally accepted without alteration or correction, except as authorized by these Policies and Procedures. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids to which may include criteria to determine acceptability such as inspection, testing, quality and suitability for a particular purpose. Criteria set forth in the Invitation for Bids shall be applied in determining the lowest Responsive Bidder. 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 Health Department, availability of support services, uniqueness of the service, materials, equipment or supplies as it applies to networked 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. The evaluation criteria chosen for inclusion in a Bid or Proposal cannot exceed the minimum requirements necessary to meet the need of the Health Department.

(13) **Cancellation or Rejection of Invitations for Bids or Requests.** An Invitation for Bids, a Request for Proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part when it is in the best interest of the Health Department. Each solicitation issued by the Health Department shall state that the solicitation may be canceled by the Purchasing Manager and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the Health Department. The reasons therefor shall be made part of the contract file. The Notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain an opportunity will be given to compete on any re-solicitation or any future procurement of similar items. Where notice of cancellation is noted, any received bids/proposals shall be returned unopened to the bidder.

(14) **Correction or Withdrawal of Bids: Cancellation of Awards.** A bidder may modify or withdraw its bid at any time before the bid opening, if the sealed modification is received in writing before the due date. A bidder or 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.

Article 4 – Competitive Bidding

After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Health Department or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if the:

- (a) mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
- (b) bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Manager who shall consult with the Service Area Director or designee and the Director of Administrative Services prior to allowing the correction.

In the event of a discrepancy between the unit price and the extended total, the Bid unit price shall prevail.

(15) Non-Responsible Bidder and Determinations. Failure to perform, or unsatisfactory performance, on one or more Health Department, or any other contracts, within a 2 year period shall be cause for the Purchasing Manager to recommend or determine, if applicable, non-responsibility. The unreasonable failure of a bidder or offeror to promptly supply information or samples in connection with an inquiry with respect to responsibility, or unacceptable performance on prior contracts, may be grounds for a determination of nonresponsibility with respect to such bidder or offeror. If a bidder or offeror who otherwise would have been awarded a contract is found nonresponsible, a written determination of nonresponsibility, setting forth the basis of the finding, shall be prepared by the Purchasing Manager. A copy of the determination shall be sent promptly to the non responsible bidder or offeror. The final determination shall be made part of the contract file.

(16) Award. The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsive and responsible bidder whose bid best meets the requirements and criteria set forth in the Invitation for Bids, if the bid is within the amount of funds appropriated. The Purchasing Manager is authorized to negotiate an adjustment in the bid price with the low responsive and responsible bidder, without changing the specifications of the bid.

- (a) The Purchasing Manager may request the State's Attorney's Office to review, prior to award of, all contracts. This review shall not be required when the form and content of the contract documents has previously been approved by the State's Attorney's Office.
- (b) The Health Department's Director of Administrative Services shall present a recommendation on the award of a contract of \$30,000 or more, by Resolution, to the Board of Health for its consideration at its next meeting. After award by the Board of Health, contracts shall be signed by the Executive Director or other designated person.
- (c) The Director of Administrative Services is authorized to enter into and to sign contracts, other than sole source or emergency contracts, for the purchase of goods or capital equipment within the amount specifically authorized or appropriated in the annual budget, without submitting said contracts for Board of Health approval.

(17) Tie bids. If two or more bids meeting the specifications and other requirements of the bid information are tied for low price, the bids will be treated as follows:

- (a) if there is a significant difference in the responsibility of the bidders (including ability to deliver in the quantity and at the time required), the award will be made to the bidder who is deemed to be the most responsible; or
- (b) if there is no significant difference in the responsibility of the bidders, but there is a difference in the quality of the commodities of services offered, the bid offering the best quality of services will be accepted; or
- (c) if there is no significant difference in the responsibility of the bidders and no difference in the quality of the items and service offered, the bid offering the earliest delivery time will be accepted in any case in which the bid information specified that the needs of the Health Department require as early delivery as possible. In all other cases, delivery time will not be considered in making awards so long as the bidder states delivery will occur not later than time specified in the bid information as the latest acceptable delivery time; or
- (d) if the bids quoting the same price are equal in every respect, the award may be split or made by lot as determined by the Health Department in its sole discretion.

Article 4 – Competitive Bidding

(18) **Right to Inspect Plant.** The Health Department may, at reasonable times, inspect the part of the plant, place of business, or worksite of a contractor or subcontractor at any tier which is pertinent to the performance of any contract awarded or to be awarded by the Health Department.

(19) **Right to Audit Records.**

(a) **Audit of Contract Costs.** The Health Department may at reasonable times and places, audit the books and records of any contractor to the extent that such books, documents, papers, and records are pertinent to a Health Department contract. Any person, who receives a contract, change order, or contract modification for which cost or pricing data is required, shall maintain such books, documents, papers, and records that are pertinent to the contract costs for three years from the date of final payment under the contract.

(b) **Contract Audit.** The Health Department shall be entitled to audit the books and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed price contract to the extent that such books, documents, papers, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor or subcontractor for a period of three years from the date of final payment.

(20) **Reporting of Anti-Competitive Practices.** When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, or by any officers, or Health Department employees, a notice of the relevant facts shall be transmitted to the State’s Attorney’s Office.

(21) **Health Department Procurement Records.**

(a) **Contract File.** All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the Health Department in a contract file in the Purchasing Department.

(b) **Retention of Procurement Records.** All procurement records shall be retained and disposed of by the Health Department in accordance with records retention guidelines and schedules approved by the State of Illinois Local Records Commission.

(22) **Multi-Step Sealed Bidding.** When it is considered impractical to prepare initially a purchase description to support an award based on price, an Invitation for Bids may be issued requesting the submission of unpriced offers to be followed by an Invitation for Bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

(23) **Bid Results.** No information pertaining to pending bids will be discussed or distributed by the Purchasing Department or Health Department employees until after a bid has been awarded. Bid summary sheets will be provided only after award has taken place.

(24) **Contract Renewal Option.** Solicitations may be made and contracts issued with renewal clauses to bind the contractor to a renewal period at the sole option of the Health Department. In such cases, bidders will be asked to bid a firm price to be applicable during the renewal period, or, in the alternative, to bid prices geared to pertinent consumer price indexes to be applicable in renewal periods, if the Health Department chooses to renew. In all cases where the renewal option is involved, the bid information will state the Health Department reserves the right to renew the contract, if awarded, in accord with prices (firm or geared to pertinent price indexes) included in bids received and that renewal on such terms is at its sole option.

No contract may be issued for periods greater than two (2) years, into the initial contract term of two (2) years. However a contract may be renewed for a total of three (3) separate one (1) year renewal terms.

(25) **Cancellation of Contracts.** All contract cancellations recommended by the Purchasing Manager shall be presented to the Director of Administrative Services.

4-103 ELECTRONIC REVERSE AUCTION BIDDING

The Purchasing Manager may procure goods, services, supplies, equipment, construction, construction related services, or professional services with an electronic reverse auction company, in accordance with the Illinois Procurement Code, when deemed to provide the best value or all purchasing methods provide equal value to the Health Department.

Article 4 – Competitive Bidding

(1) Soliciting Reverse Auction Bids. Reverse auction bids will be solicited in the same manner as other Invitation for Bids in Section 4-102 (Competitive Bidding, Procedures) with the exception the bids will be performed electronically with an Internet company. During the auction, a bidder's price shall be disclosed to other bidders. Bidders shall have an opportunity to reduce their bid prices during the auction. At the conclusion of the auction, the record of bid prices received and the name of each bidder shall be open to public inspection.

4-104 REQUEST FOR INFORMATION

The Purchasing Manager may issue a Request for Information to obtain data about goods, services, supplies, equipment, construction, and construction related services to meet a specific Health Department requirement. Sufficient public notice shall be provided in the same manner as stipulated in Section 4-102 (2) (Competitive Bidding, Public Notice).

ARTICLE 5– PROFESSIONAL SERVICES AND COMPETITIVE SEALED PROPOSALS

5-101 GENERAL

Employment contracts with physicians are not governed by these Policies and Procedures. Retention of legal counsel is a matter solely with the authority of the State’s Attorney’s Office. There will be circumstances where it will be necessary or advisable for the Health Department to engage the services of independent professionals because of the Health Department’s requirement or need for such services determined on a project-specific basis. In such cases, it shall be the goal of the Health Department 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 the Health Department staff and where applicable, other units of government and members of the public.

5-102 REQUIREMENTS FOR ENGAGEMENT OF INDEPENDENT PROFESSIONALS

The need or requirement of the Health Department 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 or other grant or intergovernmental agreement; or
- (b) the project requires specialized expertise or multiple areas of expertise not available from existing staff; or
- (c) Health Department staff are not available for the project due to present or anticipated workload or other time constraints; or
- (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; or
- (e) an actual emergency exists where existing staff cannot effectively be deployed or mobilized due to the nature of the occurrence or time constraints.

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).

(1) Service Area Directors, or their designee, in conjunction with the Purchasing Department, shall have the authority to award Professional Services Contracts of less than \$50,000.00 (fifty thousand dollars) and may determine, in their discretion, whether such contracts will be awarded on the basis of competitive sealed proposals. All Professional Services contracts will be signed by the Director of Administrative Services.

Professional Services Contracts for \$50,000.00 (fifty thousand dollars) or greater or where multiple Professional Services Contracts within a year are likely to exceed \$50,000.00 will be subject to the competitive sealed proposals provisions pursuant to Article 5-102, unless they meet one of the exceptions and/or requirements enumerated in Article 6 (Purchases Exempt from Bidding and Emergency Procurement), or unless they fall within the scope of subparagraph (3) of this Article. All Contracts that fall within the scope of subparagraph (3) of this Article shall be awarded on the basis of qualification-based factors rather than price and will follow the Statement of Interest procedures according to the Local Government Professional Services Selection Act (50 ILCS 510/1 et. seq.) rather than a competitive bid or a competitive sealed proposal.

(2) For Professional Services Contracts for \$50,000.00 (fifty thousand dollars) or greater, the respective Service Area Director or designee and the Purchasing Manager shall present a joint recommendation to the Board of Health for consideration and approval.

(3) All Professional Services Contracts relative to engineering, architectural and land surveying services will be governed by the requirements of the Local Government Professional Services Selection Act (50 ILCS 510/1 et. seq.). In the event the Health Department does not have a satisfactory relationship with one or more firms, a Statement of Interest shall be issued for the initial selection of engineering, architectural or land surveying services with evaluation based on qualifications, such as ability of professional personnel, past record and

Article 5 – Professional Services and Competitive Sealed Proposals

experience, performance data on file, willingness to meet requirements, location, workload of the firm, work on similar projects, past performance and other applicable qualification-based factors but excluding consideration of price or compensation. Responders are then ranked in order of preference and contract negotiations are initiated with the firms individually in order of preference.

(4) A Request for Statement of Interest is not required for contracts up to \$30,000 regardless of the existence or nonexistence of a satisfactory relationship with one or more firms. In all cases, a written description of Scope of Services to be provided shall be prepared and used as the basis of contract negotiations.

(5) Contracts, other than Professional Services Contracts, in which the Purchasing Manager determines that competitive sealed bidding is neither practical nor advantageous, may be entered into by a competitive sealed proposal.

5-103 PROCEDURES

Competitive Sealed Proposals shall be initiated and created in accordance with the procedures for Competitive Bidding as enumerated in Article 4 except as follows:

(1) Proposals shall not be publicly opened and the register of proposals shall be available for public inspection only after contract execution.

(2) Fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

ARTICLE 6 – PURCHASES EXEMPT FROM BIDDING AND EMERGENCY PROCUREMENT

6-101 GENERAL

Competitive pricing shall be encouraged or a cost or price analysis shall be conducted prior to award of contracts under this Section whenever possible.

6-102 PURCHASES EXEMPT FROM BIDDING

Pursuant to the dollar thresholds in Section 4-101 (Competitive Bidding, General), whereas a Service Area Director, or their designee, conducts a good faith review of available sources and determines the contract by its very nature is not suitable to competitive bids or proposals, and is not required by law, they shall forward an Exempt request to the Purchasing Manager. The Purchasing Manager will review and approve all Exempt requests. The Purchasing Manager may consult with the Director of Administrative Services and the State's Attorney's Office in making a determination with regard to a particular procurement. If the Purchasing Manager reviews and approves the Service Area Director's recommendation that the procurement is exempt from competitive bids or proposals, the department is not required to employ the competitive proposal or bidding process to enter into a contract. Examples of contracts which may not be suitable for competitive bids or proposals are;

- (a) there is only one source for the required goods, services, supplies, equipment or construction items; or
- (b) a sole supplier's item is needed for trial use or testing; or
- (c) purchases of used equipment; or
- (d) purchases at auctions.

6-103 EMERGENCY PROCUREMENT

Notwithstanding any other provisions of these Policies and Procedures, the Executive Director or their designee may make emergency procurement of goods, services, supplies, equipment, construction, or construction related services without bidding, in certain situations including, but not limited to, situations threatening public health, welfare, or safety, where immediate action is needed to prevent or minimize serious disruption of government services, where immediate repairs are required to Health Department property to protect or prevent against further loss or damage, to ensure integrity of Health Department records and where immediate action is necessary to avoid the lapse or loss of federal, state, or donated funds; provided that each emergency procurement shall be made with such competition as is practicable under the circumstances. A written justification of the basis for the emergency and for the selection of the particular contractor shall be certified by the Facilities Manager or Service Area Director, as may be appropriate, and shall be forwarded to the Purchasing Manager, and included in the contract file. A confirming Resolution, along with the written justification, shall be submitted to the Board of Health for all emergency procurements of \$30,000 or more. The Purchasing Manager may require from the Service Area Director the submission of cost or pricing data in connection with an award under this Section. The Purchasing Manager reserves the right to negotiate with the supplier, to the extent practical, a Contract in the best interest of the Health Department.

ARTICLE 7 – SPECIFICATIONS, CONTRACT TERM, AND TYPES OF CONTRACTS

7-101 GENERAL

Service Areas shall forward to the Purchasing Department suggested specifications for goods, services, supplies, equipment, construction, construction related services, or professional services. The Purchasing Manager shall finalize issue, revise, maintain, and monitor the use of specifications required by the Health Department except that specifications for any public work involving professional engineering shall be prepared by a professional engineer. All specifications, including those prepared for the Health Department by architects, engineers, designers and draftsmen, shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the Health Department's needs, and shall not be unduly restrictive.

7-102 CONTRACT TERM

(1) Specified Period. Unless otherwise provided by law, a contract for goods, services, supplies, equipment, construction, construction related services or professional services may be entered into for any specified period of time deemed to be in the best interests of the Health Department, not to exceed two (2) years, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. However, the total contract term for any contract, except leases, including the time periods by which the contract is extended due to renewal, shall not exceed a maximum of five (5) years, unless a unique capital investment or other extenuating factors necessitate a longer contract period and it is approved by a Board of Health Resolution. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.

- (a) Determination Prior to Use. Prior to the utilization of a multi-term contract, it shall be determined in writing that:
- (1) estimated requirements cover the period of the contract and are reasonably firm and continuing; and
 - (2) such a contract will serve the best interests of the Health Department by encouraging effective competition or otherwise promoting economies in Health Department procurement.
- (b) Cancellation Due to Unavailability of Funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled.

(2) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled.

7-103 TYPES OF CONTRACTS

(1) General Authority. Subject to the limitations of this Section, any type of contract which is appropriate to the procurement of and which will promote the best interests of the Health Department may be used, provided that the use of a cost-plus-a percentage-of cost contract is prohibited, unless otherwise required by law.

(2) Multiple Source Contracting.

- (a) General. A multiple source award is an award of an indefinite quantity for one or more similar supplies or services to more than one bidder.
- (b) Limitations on Use. A multiple source award may be made when award to two or more bidders for similar products is necessary for adequate economic delivery, service, or product compatibility.

Any multiple source awards shall be made in accordance with the provisions of Article 4 (Competitive Bidding), Article 5(Professional Services and Competitive Sealed Proposals), and Section 6-103 (Emergency Procurement), as applicable. Multiple Source awards shall not be made when a single award will meet the Health Department's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements of the Health Department without sacrificing economy and service.

- (a) Contract and Solicitation Provisions. All eligible users of the contract shall be named in the solicitation, and it shall be mandatory that the actual requirements of such users included in the contract be obtained in accordance with the contract, provided that: the Health Department shall reserve the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the contract.

Article 7 – Specifications, Contract Term, and Types of Contracts

- (b) Intent to Use. If a multiple source award is anticipated prior to issuing a solicitation, the Health Department shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.
- (c) Determination Required. The Purchasing Manager or his designee shall make a written determination setting forth the reasons for a multiple source award, which shall be made a part of the contract file.

ARTICLE 8 – CHANGE ORDERS AND CONTRACT MODIFICATIONS

8-101 CHANGE ORDERS AND CONTRACT MODIFICATIONS

(1) When the total of change orders, contract modifications or price adjustments on any contract approved by Resolution of the Board of Health, exceeds ten percent (10%) of the original contract amount.

(2) When a change order or series of change orders authorize or necessitate an increase or decrease in either the cost of a contract by a total of \$10,000 or more, or the time of completion by a total of 30 days or more, the authorized employee or official shall make a determination in writing that the;

- (a) circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or
- (b) change is germane to the original contract as signed, or
- (c) change order is in the best interests of the Health Department and authorized by law.

The written determination and the written change order resulting from that determination shall be retained in the contract file which shall be open to the public for inspection.

The Director of Administrative Services is authorized to sign all change orders and to consent to contract assignments. Additionally, the Facilities Manager is authorized, subject to approval by the Director of Administrative Services, to sign change orders for projects relating to planning, design, and construction.

ARTICLE 9 - APPEALS AND REMEDIES

9-101 BID PROTESTS

(1) Right to Protest. Any actual or prospective bidder, offeror, or contractor who believes they have been adversely affected in connection with the solicitation or award of a contract may protest to the Purchasing Manager. Any protest must be submitted in writing within ten (10) calendar days from the issuance of the solicitation, bid opening, notice of award or other decision by the Purchasing Department. The Purchasing Manager must submit a response in writing to the protesting entity, within five (5) business days from receipt of the protest.

(2) Stay of Procurement During Protest. In the event of a timely protest under subsection (1) of this Section, the Purchasing Manager or Director of Administrative Services, after consulting with the State's Attorney's Office, shall determine whether it is in the best interest of the Health Department to proceed.

9-102 CONTRACT CLAIMS

All claims by a contractor against the Health Department relating to a contract, except bid protests, shall be submitted in writing to the Purchasing Manager. The contractor may request a conference with the Purchasing Manager on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon an alleged breach of contract, mistake, misrepresentation, or other cause for contract modification or revision.

9-103 AUTHORITY OF THE PURCHASING MANAGER TO SETTLE

(1) Authority. The Purchasing Manager is authorized to resolve or settle any protest regarding the solicitation or award of a Health Department contract, with appropriate approval, prior to an appeal to the Director of Administrative Services.

(2) Notice to the Contractor of the Purchasing Manager's Decision. If the protest or claim is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, and it shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights under subsection (3) of this Section.

(3) Finality of Purchasing Manager's Contractors Right to Appeal. The Purchasing Manager's decision shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the Director of Administrative Services receives a written appeal from the contractor. The Director of Administrative Services shall, in writing, render a decision with ten (10) business days.

(4) Failure to Render a Timely Decision. If the Purchasing Manager does not issue a written decision regarding any protest or claim within ten (10) calendar days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the protesting entity may proceed as if an adverse decision had been received.

9-104 ACCESS TO ADMINISTRATIVE FORUM, SUBJECT TO STATUTORY PROVISIONS

(1) Appeal Process. Any actual or prospective bidder, offeror or contractor may appeal a decision of the Purchasing Manager regarding bid protests or contract claims to the Director of Administrative Services. Said appeal shall be made in writing within ten (10) calendar days from the date of receipt of the decision. The protestor shall be notified of the time and date when the appeal shall be considered and afforded a reasonable opportunity to state its position. Any party whose interest may be adversely affected by a protest or appeal shall also be notified and have the right to appear for the purpose of protecting those interests.

(2) Decision. The Director of Administrative Services shall promptly issue a decision:

- (a) prior to award, said decision shall be referred with the Resolution for award of the contract for consideration by the Board of Health; or
- (b) after award, the decision of the Director of Administrative Services shall be final and conclusive.

9-105 REMEDIES FOR SOLICITATIONS OR AWARDS IN VIOLATION OF LAW

(1) Prior to Bid Opening or Closing Date for Receipt of Bids/Proposals. If prior to the bid opening or the closing date for receipt of proposals, the Purchasing Manager, after consultation with the State's Attorney's Office, determines a solicitation is in violation of federal, state or local law, then the solicitation shall be canceled or revised to comply with applicable law.

Article 9 – Appeals and Remedies

(2) Prior to Award. If after bid opening or closing date for receipt of proposals, the Purchasing Manager determines, after consultation with the State's Attorney's Office, 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 these Policies and Procedures.

(3) After an Award. If, after an award, the Purchasing Manager, after consultation with the State's Attorney's Office, determines that a solicitation or award of a contract was in violation of applicable law, then the contract may be:

- (a) modified to comply with the law, provided it is determined that doing so is in the best interests of the Health Department; or
- (b) terminated and the contractor shall be entitled to any remedies under applicable law.

ARTICLE 10 - COOPERATIVE PURCHASING

10-101 COOPERATIVE PURCHASING AUTHORIZED

Subject to applicable State statutes, Government Joint Purchasing Act (30 ILCS 525/1 et. seq.), the Health Department may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of goods, services, supplies, equipment, construction, construction related services, or professional services with one or more public 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 public procurement units and open-ended state public procurement unit contracts, which are made available to other public procurement units after having been bid by another public procurement unit where required by law.

10-102 SALE, ACQUISITION, OR USE OF GOODS

The Health Department may sell to, acquire from, or use any goods belonging to another public procurement unit independent of the requirements stated herein.

10-103 COOPERATIVE USE OF GOODS AND SERVICES

The Health Department may enter into an agreement independent of the requirements stated herein with any other public procurement unit for the cooperative use of goods or services under the terms agreed upon between the parties, and as authorized by law.

10-104 JOINT USE OF FACILITIES

The Health Department may enter into agreements for the common use or lease of warehousing facilities, capital equipment, and other facilities with another public procurement unit under the terms agreed upon between the parties, and as authorized by law.

ARTICLE 11 – DEBARMENT

11-101 AUTHORITY TO DEBAR

After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Purchasing Manager, after consulting with the State’s Attorney’s Office, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. The causes for debarment include:

- (a) criminal conviction for an incident related to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- (b) State or federal conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Health Department Contractor;
- (c) conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- (d) violation of contract provisions, of a character which is regarded by the Purchasing Manager to be so serious as to justify debarment actions as follows:
 - (1) deliberate failure to perform the specifications of or within the time limit provided in the contract; or
 - (2) a recent record of failure to perform or to unsatisfactorily perform the terms of one or more contracts, excluding situations in which the lack of performance is caused by acts beyond the control of the contractor.
- (e) any other cause the Purchasing Manager determines to be as serious and compelling as to affect responsibility as a Health Department contractor, including debarment by any other governmental entity for any cause listed in these Policies and Procedures.

11-102 DECISION TO DEBAR

The Purchasing Manager shall issue a written decision to debar. The decision shall state the reasons for the action taken, and inform the debarred person involved of its rights concerning appeal pursuant to Article 9 (Appeals and Remedies) and a copy of the decision required by this Section shall be mailed or otherwise furnished immediately to the debarred person.

ARTICLE 12 – SEVERABILITY

12-101 SEVERABILITY

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