REPORT OF THE FOREST PRESERVE DISTRICT COMMITTEE ON FINANCE

OCTOBER 3, 2012

The Honorable,
The Forest Preserve District
Board of Commissioners of Cook County

ATTENDANCE

Present: President Preckwinkle and Chairman Goslin, Vice Chairman Steele, Commissioners Beavers, Butler, Collins, Daley, Gainer, Garcia, Gorman, Murphy, Schneider, Silvestri, Sims, Suffredin and Tobolski (15)

Absent: Commissioners Fritchey and Reyes (2)

Ladies and Gentlemen:

SECTION 1

Your Committee has considered the following disbursements submitted by the Administration of the Forest Preserve for payments.

Your Committee, therefore, recommends that the Forest Preserve District Comptroller and Forest Preserve District Treasurer be, and by the adoption of this report, authorized and directed to issue checks to said vendors in the amounts recommended.

12FINA0174 **RELIABLE AND ASSOCIATES,** Chicago, Illinois, submitting invoice totaling $80,581.06 for Contract Number: 10-80-62B. Total Contract Awarded: $924,886.00. Capital Improvement Account Number: 090200-670061. Purchase Order Number: 038983. Original Board Approval Date: December 15, 2011. Description: Thatcher Woods Pavilion Renovation.

District: 9

12FINA0175 **FORTY 7 CONSTRUCTION,** Orland Park, Illinois, submitting invoice totaling $118,522.30 for Contract Number: 12-80-06. Total Contract Awarded: $143,006.00. Capital Improvement Account Number: 091000-670061. Purchase Order Number: 039431. Original Board Approval Date: July 11, 2012. Description: Resurfacing Parking Lots at White Oak Woods, Buffalo Woods South #4, Columbia Woods and Tampier Lake Boat Center.

Districts: 16 & 17

12FINA0176 **CSR ROOFING CONTRACTORS,** Oak Park, Illinois, submitting invoice totaling $44,378.50 for Contract Number: 10-80-88. Total Contract Awarded: $245,985.00. Capital Improvement Account Number: 091000-670045. Purchase Order Number: 038908. Original Board Approval Date: October 5, 2011. Description: Rehabilitation of Two Roof Structures at White Eagle #1 and Sauk Trail #7.

Districts: 6 & 16

12FINA0177 **PUBLIC BUILDING COMMISSION,** Chicago, Illinois, submitting invoice totaling $276,926.32 for Contract Number: N/A . Total Contract Awarded: $400,000.00. Capital Improvement Account Number: 090200-670061. Purchase Order Number: 039478 . Original Board Approval Date: March 8, 2012, Amended: May 2, 2012. Description: Intergovernmental Agreement with the PBC to Manage the Assessment of the Existing Condition of approximately 166 Buildings.

Districts: Districtwide

12FINA0178 **ACCU-PAVING,** Broadview, Illinois, submitting invoice totaling $301,333.40 **(FINAL PAYMENT)** for Contract Number: 12-80-04. Total Contract Awarded: $388,307.00. Construction & Development Account Number: 528000-670057. Purchase Order Number: 039329. Original Board Approval Date: June 2, 2012. Description: Resurfacing Parking Lots at Deer Grove East and Elk Pen.

Districts: 14 & 15

12FINA1079 **CUSTOM BUILT COMMERCIAL FENCE,** Park Ridge, Illinois, submitting invoice totaling $58,118.11 for Contract Number: 12-80-22. Total Contract Awarded: $77,108.70. Construction & Development Account Number: 598000-670256. Purchase Order Number: 039378. Original Board Approval Date: July 11, 2012. Description: Bremen Grove Dog Friendly Area.

Districts: 5

12FINA0180 **ENCAP, INC,** Sycamore, Illinois, submitting invoice totaling $75,928.00 for Contract Number: 11-31-111C. Total Combined Contract Awarded: $2,100,000.00. Capital Improvement, Restoration Landscape Account Number: 090200-670055. Purchase Order Number: 039037. Original Board Approval Date: January 19, 2012. Description: Prescribed Burning & Vegetation Management – Central.

Districts: 16

12FINA0181 **ENCAP, INC,** Sycamore, Illinois, submitting invoice totaling $85,574.90 for Contract Number: 11-31-112S. Total Combined Contract Awarded: $2,100,000.00. Capital Improvement, Restoration Landscape Account Number: 090200-670055. Purchase Order Number: 039030. Original Board Approval Date: January 19, 2012. Description: Prescribed Burning & Vegetation Management – South.

District: 17

12FINA0182 **PIZZO AND ASSOCIATES,** Leland, Illinois, submitting invoice totaling $31,372.73 for Contract Number: 11-31-110N. Total Combined Contract Awarded: $2,100,000.00. Capital Improvement, Restoration Landscape Account Number: 090200-670055. Purchase Order Number: 039017. Original Board Approval Date: December 15, 2011. Description: Habitat Enhancement & Maintenance – North.

Districts: 12, 14, 15 & 17

12FINA0183 **USDA APHIS,** Springfield, Illinois, submitting invoice totaling $124,116.25 for Contract Number: N/A. Total Contract Awarded: $496,465.00. Restoration Landscape Account Number: 091000-670055. Purchase Order Number: 038905. Original Board Approval Date: November 2, 2011. Description: Intergraded Wildlife Services.

Districts: Districtwide

12FINA0184 **AUDUBON OF THE CHICAGO REGION,** Evanston, Illinois, submitting invoice totaling $52,823.66 for Contract Number: N/A Total Contract Awarded: $160,000.00. Restoration Intern Program Account Number: 013100-620053. Purchase Order Number: 039439. Original Board Approval Date: April 4, 2012. Description: Program to Carry Out Ecological Restoration Activities Districtwide.

Districts: Districtwide

12FINA0185 **FREEWAY FORD TRUCK SALES.,** Lyons, Illinois, submitting invoice totaling $330,093.00 for Contract Number: M12910. Total Contract Awarded: $400,000.00. Vehicles and Trucks Account Number: 090200-660051. Purchase Order Number: 039288. Original Board Approval Date: June 6, 2012. Description: Eighteen (18) 2012 F150 Pick Up Trucks

Districts: Districtwide.

12FINA0186 **SASAFRASNET, LLC,** Chicago, Illinois, submitting invoice totaling $103,049.09 for Contract Number: 11-53-063R. Total Contract Awarded: $4,708,095.00. Corporate Gasoline and Oil Account Number: 015100-640170. Purchase Order Number: 039124 & 039046. Original Board Approval Date: December 15, 2011. Description: Motor Fuel for Vehicles and Trucks.

Districts: Districtwide

VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER MURPHY, MOVED APPROVAL OF THE DISBURSEMENTS. THE MOTION CARRIED.

SECTION 2

Your Committee has considered the following communications with reference to the proposed settlements.

Your Committee, concurring in the recommendations of the District Counsel, recommends that the Forest Preserve District Comptroller and Forest Preserve District Treasurer prepare checks in the amounts recommended by the District Counsel in order that the payments may be set in accordance with the request of the upon proper release from the District Counsel.

12FINA0187

Finance Subcommittee on Workers' Compensation
of the Forest Preserve District.....October 2, 2012

Workers' Compensation Claims Approved Fiscal Year 2012 To Present: **$153,931.70**

Workers' Compensation Claims To Be Approved: **$6,080.21**

***For details on payment approvals by the Workers' Compensation Subcommittee, refer to the Workers' Compensation Subcommittee Report for October 2, 2012.**

COMMISSIONER SCHNEIDER, SECONDED BY COMMISSIONER TOBOLSKI, MOVED APPROVAL OF THE WORKERS' COMPENSATION CLAIMS. THE MOTION CARRIED.

SECTION 3

12FINA0188

Your Committee was presented with the Revenue Report for the period ended August 31, 2012 for the Corporate Fund, as presented by the Finance and Administration Department.

VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER SIIVESTRI, MOVED TO RECEIVE AND FILE THE REVENUE REPORT. THE MOTION CARRIED.

SECTION 4

Your Committee has considered the following item and upon adoption of this report, the recommendation is as follows:

12FINA0173

Submitting a Proposed Ordinance Amendment sponsored by

TONI PRECKWINKLE, President, Forest Preserve District Board

making various changes to the Forest Preserve District of Cook County (the "District") procurement code including, but not limited to, removing the requirement to advertise bids in the newspaper, streamlining the vendor disqualification process, eliminating the requirement to request permission to go out to bid, and providing the purchasing agent the option of utilizing various innovative purchasing methods similar to those utilized by the County.

PROPOSED ORDINANCE AMENDMENT

NOW, THEREFORE, BE IT ORDAINED that section 1-8-2 of the Forest Preserve District of Cook County Code of Ordinances is hereby amended as follows:

TITLE 1 - ADMINISTRATIVE
CHAPTER 8 - DISTRICT FINANCES

CHAPTER 8 - DISTRICT FINANCES

1-8-1: - RECEIPTS OF MONEY.
1-8-2: - CONTRACTS AND PURCHASES.
1-8-3: - WAGE RATES FOR PUBLIC WORKS EMPLOYEES.
1-8-4: - PROPERTY TAX RELIEF.

1-8-1: - RECEIPTS OF MONEY.

The heads of departments shall transmit all moneys of the Forest Preserve District received by them to the Comptroller and take his receipt therefor.

(1989 Code; Ord. No. 07-O-09-05-02, 9-5-07)

1-8-2: - CONTRACTS AND PURCHASES.

A. *Conditions and Restrictions on Awarding a Contract:*

1. *Definition of Business Entity:* Business entity as used in this subsection means a corporation, partnership, trust, association, unincorporated business or individually owned business.

a. Definition of Local Business: A local business authorized to do and doing business within the corporate limits of the County of Cook, which has the majority of its regular full-time work force located within the County.

2. *Restrictions on Awarding a Contract:* No person or business entity shall be awarded a contract or subcontract with the Forest Preserve District, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity:

   a. Has been convicted of an act committed, within the State, of bribery or attempting to bribe an officer or employee of a unit of State or local government or school district in the State in that officer's or employee's official capacity;

   b. Has been convicted of an act committed, within the State, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act;

   c. Has been convicted of bid-rigging or attempting to rig bids under the laws of the State;

   d. Has been convicted of an act committed, within the State of Illinois, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act;

   e. Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois;

   f. Has been convicted of defrauding or attempting to defraud any unit of State or local government or school district within the State of Illinois;

   g. Has made an admission of guilt of such conduct as set forth in subparagraphs a through f above, which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;

   h. Has entered a plea of nolo contendere to charges of bribery, price- fixing, bid-rigging or fraud, as set forth in subparagraphs a through f above.

3. *Disqualification of Business Entity:* A person or business entity shall be disqualified if:

   a. It is convicted, or enters a plea of nolo contendere, or makes an admission of guilt to any act described in subparagraphs 2a through 2h above.

   b. It employs as an officer any individual who was an officer, with the power to direct or cause the direction of the management and policies of the firm (including the making of obligations or the disbursing of funds), of another business entity at the time the latter committed a disqualifying act. The President, Vice President, Secretary and Treasurer of any business entity each shall be presumed, individually, to have the requisite power to direct or cause the direction of the management and policies of a business entity unless he or she is otherwise restricted through corporate charter provisions, by-law provisions, contracts, or any other formal or informal devises.

   c. Any owner who controls directly or indirectly twenty (20) percent or more of the business was an owner who directly or indirectly controlled twenty (20) percent of another business entity at the time the latter committed a disqualifying act.

4. *Voiding Contracts:* Any contract or subcontract found to have been awarded in violation of this subsection shall be voidable at discretion of the Forest Preserve District Board of Commissioners. Payment for work completed at the time of any such voiding shall be at a quantum merit rate less a twenty five (25) percent liquidated damage reserve.

5. *Hearing:* ~~When information shall come to the attention of the Purchasing Agent of the Forest Preserve District that a person or business entity has been convicted, made an admission of guilt or plea of nolo contendere or otherwise falls within this subsection, he shall send a notice of hearing to the person or business entity by certified mail, return receipt requested. The notice shall advise the person or business entity that an administrative hearing will be held at a specified time and place for the purpose of determining whether or not that person or business entity should be disqualified pursuant to this subsection. The hearing officer will be the Purchasing Agent or other person designated by the Superintendent or the President of the Board of Forest Preserve District Commissioners.~~

   ~~Evidence will be limited to the factual issue(s) raised by the notice. Persons with relevant information will testify under oath before a certified reporter.~~

   ~~The hearing officer may refuse to hear cumulative evidence and he will moderate the hearing. Strict rules of evidence will not apply to the proceedings but the hearing officer will strive to elicit the facts fully and in credible form. The affected person or business entity may be represented by an attorney.~~

   ~~At the conclusion of the testimony, the hearing officer will make a finding of whether or not the person or business entity falls within this subsection based upon a greater weight of evidence. Disqualification shall be ordered upon a finding that the person or business entity falls within this subsection. The hearing officer will mail a written copy of the finding to the person or business entity affected by certified mail, return receipt requested.~~ The determination as to whether a Person is disqualified under any provision of this Section 1-8-2 of the District's Code or has made a false statement, shall be made pursuant to the Cook County Department of Administrative Hearings pursuant to Chapter 2, Article IX, of the Cook County Code.

6. *Appeals:* ~~A person or business entity disqualified by the hearing officer may appeal such finding to a Review Board nominated by the President of the Board of Commissioners with the consent of the Board of Commissioners. A notice of appeal must be filed with the Secretary of the Board of Commissioners of the Forest Preserve District within fourteen (14) days from the date the finding was mailed to the person or business entity. Enforcement of the order of disqualification will be stayed pending a review by the Review Board. The person or business entity affected by the disqualification order may file with the Secretary of the Board of Commissioners written exceptions to the hearing officer's findings. Exceptions must be filed within ten (10) days of the notice of appeal. No oral presentation will be made to the Review Board.~~

   ~~The Review Board will review the written record, tangible evidence, the hearing officer's finding and the written exceptions and will expeditiously vote to recommend affirmance or reversal of the hearing officer's finding to the Board of Commissioners. The Board of Commissioners' decision will be mailed to the affected person or business entity by certified mail, return receipt requested.~~

Decisions of the Cook County Administrative Hearing Department shall be subject to review pursuant to the Illinois Administrative Review Act (735 ILCS 5/3-101 et. seq.).

7. *Bids to Contain Information Herein:* Specifications for all bids shall contain the information contained in this subsection and bidders shall certify that they have read the information contained herein and are not in violation thereof.

B. *Signatures Required on Contracts:* All contracts for supplies, material or work, over $25,000, shall be signed by the President of the Board of Commissioners and by any such other officer as the Board in its discretion may designate.

C. *Purchases Requisitions:* All purchases shall be made on requisition only, except in cases of emergency, and then upon the authority of the General Superintendent. A requisition number will be given for the order and the requisition will be made out after the purchase price has been determined. All requisitions shall be signed or approved in writing by the head of the proper department. The accounting of each department shall be separate and distinct, and all requisitions and vouchers shall be listed and show authority for incurring the liability.

D. *Effect of Tax or Fee Delinquency:*

1. *Disqualification for Tax and Fee Delinquency:* No person or business entity shall be awarded a contract or subcontract for goods or services with the District if such person or business entity is delinquent in the payment of any tax levied by or fee charged by the District. No person or business entity will be prohibited from entering into a contract or subcontract with the District, pursuant to the foregoing sentence, if such individual or entity is contesting, in accordance with the appropriate procedures, its liability for the tax or fee or the amount of the tax or fee, and if such person or business entity shows proof of the contest to the District.

2. *Statement Under Oath:* Before awarding a contract or subcontract for goods or services, the District shall obtain a statement under oath from the person or business entity that none of the taxes or fees contested, or other taxes or fees, are delinquent. The statement shall agree in substance with the following form:

Verification of Payment of Forest Preserve District of Cook County Taxes and Fees

[Name of Person or Entity] is/are not an owner(s) of real property in Cook County, or a party responsible for the payment of any tax or fee owed to the Forest Preserve District of Cook County, for which such tax or fee is delinquent.

[Name of Person or Entity] represents that the following is a complete list of real estate owned by [Name of Person or Entity] in Cook County: [List by Permanent Index Number]

3. *False Statements:* The effect of any person or entity making a false statement under oath shall be to entitle the District to set off a portion of the contract sum equal to the amount of the tax or fee delinquency. In addition, a twenty-five (25) percent penalty on the amount of the tax or fee delinquency shall be imposed. Making a false statement under oath regarding delinquency shall be a misdemeanor, punishable by a fine of one hundred dollars ($100.00).

4. *Delinquency During Pendency of Contract:* If during the existence of any contract or subcontract for goods or services between the District and any person or business entity such person or business entity shall become delinquent for nonpayment of taxes levied by or fees charged by the District, the District shall be entitled to set off a portion of the contract sum equal to the amount of the tax and fee delinquency, and impose a twenty-five (25) percent penalty on the amount of the delinquent tax or fee.

5. *Applicability:* This subsection D applies to all contracts and subcontracts for goods and services, including: personal services contracts; contracts which are awarded on the basis of a bidding process; contracts which are not awarded on the basis of a bidding process; contracts which originate under the authority of the Purchasing Agent of the District; and contracts which originate from any other office or department of the District. For purposes of this

   subsection D, "taxes levied and fees imposed" by the District shall mean any and all taxes or fees which are levied, imposed or collected by or on behalf of the District, its officials, or departments, including but not limited to taxes levied on real estate, and fees and charges imposed by ordinance or by law which are payable to the District, or an officer or department of the District, for any permit, license, service or any other purpose. Taxes and fees shall be construed to include any and all interest and penalties authorized or imposed by law or by ordinance for a late payment or nonpayment of taxes or fees.

   Taxes or fees shall be considered delinquent if a claim, notice or demand for payment has been made for such taxes or fees by or on behalf of the District or the County, or any of their officers or agencies, boards, commissions or departments without timely payment, except in those cases where authorized procedures for protesting or contesting such taxes or fees have been timely and properly initiated and where such protest or contest remains pending.

E. *Bids by Local Business:*

1. The Purchasing Agent shall, in the purchase of all supplies, service and construction by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two (2) percent.

2. In this section the term "local business" means a person authorized to transact business in this State and having a bona fide establishment for transacting business located within the County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full-time work force within the County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within the County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, fulltime work force within the County. The Purchasing Agent shall be responsible for the implementation and enforcement of this section.

F. *Recycled Product Procurement Policy:*

1. *Purpose.* This subsection shall be known as the "Cook County Forest Preserve District Recycled Product Procurement Policy." Its purpose is to promote market development of recycled products, recyclable products, and equipment capable of using such materials by establishing preferential purchasing programs applicable to all Forest Preserve District departments and contractors, thereby diverting materials from the solid waste stream.

2. *Policies.* All departments shall whenever practicable use recycled products and recyclable products to meet their demands.

   a. The Forest Preserve District shall whenever practicable require its contractors and consultants to use recycled products and recyclable products in fulfilling contractual obligations to the Forest Preserve District.

   b. In procuring designated products pursuant to this subsection, the Forest Preserve District Board of Commissioners shall require recovered material and/or post-consumer material content to be factors in determining the lowest responsive bid in any competitive bidding procurement process.

3. *Definitions.* The following terms shall have the assigned definitions for all purposes under this subsection.

   a. "Contractor" means any person, group of persons, association, partnership, corporation or other type of business entity which has a contract with the Forest Preserve District or which serves in a subcontracting capacity with an entity having a contract with the Forest Preserve District for the provision of goods and/or services;

   b. "Designated products" means all products that have been or may be identified pursuant to Section 1-8-2.F.4. of this section as products that can be procured with significant levels of recovered materials;

   c. "Purchasing Agent" means the director of the Forest Preserve District's purchasing department or his/her designee;

   d. "Minimum content standards" means standards set by the Forest Preserve District Board of Commissioners, or in their absence, standards or guidelines currently promulgated by the United States Environmental Protection Agency, specifying the minimum level of recovered materials and/or post-consumer material necessary for designated products to qualify as recycled products;

   e. "Paper and paper products" means all items manufactured from paper or paperboard;

   f. "Post-consumer paper material" means paper, paperboard, and fibrous waste including corrugated boxes, newspapers, magazines, mixed waste paper, tabulating cards and used cordage after the point at which they have passed through their end use as consumer items;

g. "Post-consumer material" means only those products generated by a business or consumer which have served their intended end uses, and which have been separated or

diverted from the solid waste stream for the purposes of collection, recycling, and disposition;

h. "Practicable" means 1) able to perform in accordance with applicable specifications; 2) offered as the low bid under the procedures in Section 1-8-2.F.5.b.; 3) available within a reasonable period of time; and 4) maintaining a satisfactory level of competition;

i. "Recovered material" means material and byproducts which have been recovered or diverted from solid waste, but does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process (such as mill broke or home scrap);

j. "Recovered paper material" means paper waste generated after the completion of a paper making process, such as post-consumer material, envelope cuttings, bindery trimmings, printing waste, cutting and other converting waste, butt rolls, and mill wrappers, obsolete inventories, and rejected unused stock. Recovered paper material, however, shall not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls (mill broke), or fibrous byproducts of harvesting, extractive or woodcutting processes, or forest residue such as bark;

k. "Recycled designated product" means a product designated in or pursuant to Section 1-8-2.F.4. of this subsection that meets or surpasses the Forest Preserve District's minimum content standards, and all other criteria for qualification as specified in this subsection;

l. "Reusable product" means a product that can be used several times for an intended end use before being discarded, such as a washable food or beverage container or a refillable ball point pen;

m. "Recycle" or "recycling" means any process by which materials that would otherwise become municipal waste are collected, separated or processed and returned to the economic mainstream in the form of new, reused or reconstituted products, but does not include the recovery of materials for fuel in combustion or energy production processes. For lubricating oil, the term recycling is to be synonymous with re-refining. For toner cartridges, the term recycling is to be synonymous with remanufacture;

n. "Recyclable" means that the product is technically capable of being recycled, and that economic markets for collecting and recycling the product exist within a reasonable distance, including steel and plastic;

o. "Chlorine-free paper or paper products" means recycled paper in which the virgin content is unbleached or bleached without chlorine or chlorine derivatives, or virgin paper which is unbleached or processed with a sequence that includes no chlorine or chlorine derivatives.

4. *Designated products and recycled designated products.* For all purposes of this section, the products listed in this section or added pursuant to it are designated as products that can be readily procured with significant levels of recovered materials. Designated products shall qualify as recycled designated products if they meet minimum content standards established in this chapter. Designated products shall include:

   a. Paper and paper products;

   b. Compost products;

   c. Horticultural mulch made with recycled land-clearing and other wood debris;

   d. Construction aggregates made with recycled cement concrete, tire rubber, glass or asphalt;

   e. Cement and asphalt concrete containing glass cullet, recycled fiber or plastic, or tire rubber;

   f. Antifreeze;

   g. Recycled plastic products, including lumber shapes, refuse carts, traffic cones, insulation, receptacle liners and recycling bins, traffic barriers and office products;

   h. Retreaded tires and products made from recycled tire rubber, including rubber mats and playfield surfaces;

   i. Toner cartridges for computer printers;

   j. Lubricating oil and hydraulic oil with re-refined oil content;

   k. Insulation products;

   l. Paint

   m. Wood products containing 50 percent or more reused or deconstructed wood;

   n. Carpeting made from recycled fibers;

   o. Office furniture;

   p. All steel products;

   q. Other products as designated by the purchasing agent.

5. *Requirements for purchasing contracts.*

   a. Invitations to bid issued by the Forest Preserve District after June 1, 2005, for the purchase of tangible goods shall contain no terms, requirements or specifications prohibiting or discouraging post-consumer or recovered material content, unless a user department provides the purchasing agent with satisfactory evidence that, for technical reasons and for a particular end use, a product containing such materials will not meet reasonable performance standards. In determining the lowest responsive and responsible bid for the purchase of designated products pursuant to invitations to bid issued after

June 1, 2005, the purchasing agent shall use the procedures and evaluation criteria specified in this subsection. If the lowest price offered for a recycled designated product is not more than the specified percentage higher than the lowest offered price for that same designated product that is not recycled, the offered price for the recycled designated product shall be considered the low bid if such bidder is otherwise responsive and responsible. The specified percentage will not be less than 10 percent. However, nothing contained in this subsection shall preclude user departments from requiring post-consumer or recovered material content as a bid specification.

b. Each contractor supplying the Forest Preserve District with recycled designated products pursuant to an invitation to bid process initiated after June 1, 2005, shall provide acceptable certification from all product manufacturers that the products being supplied meet or surpass Forest Preserve District minimum content standards, and shall agree to reasonable verification procedures specified by the purchasing agent.

c. Invitations to bid issued after June 1, 2005, for designated products, whether recycled or not, shall require the bidders, if awarded a purchasing contract, to provide quarterly summaries of the quantities purchased by user departments, unless the purchasing agent determines that this requirement would significantly reduce the number of bids received by the Forest Preserve District.

d. Invitations to bid issued after June 1, 2005, for designated products, whether recycled or not, shall require the bidders, if awarded a purchasing contract, to provide quarterly summaries of the quantities purchased by user departments, unless the purchasing agent determines that this requirement would significantly reduce the number of bids received by the Forest Preserve District.

e. The Forest Preserve District shall not purchase any item whose original manufacturer places restrictions on the remanufacturing of such item by other businesses.

6. *Rules and regulations for procurement of paper and paper products.*

a. The Forest Preserve District recycled paper procurement goal for user departments (expressed as percentage of the total volume of paper purchased) shall be not less than 60 percent by 2006 and thereafter. Each department shall be responsible for making its best effort to meet or surpass these goals.

b. The purchasing agent shall adopt minimum content standards for recycled paper products by June 1, 2005. Minimum content standards shall, at minimum, be consistent with standards presently promulgated by the United States Environmental Protection Agency, unless the purchasing agent determines that a different standard would significantly increase recycled product availability or competition.

c. The purchasing agent shall use a percentage factor of at least 10 percent in the process of determining the lowest responsive and responsible bidder for paper and paper products. For paper or paper products which are both recycled and chlorine-free, the percentage factor will not be less than 15 percent. The purchasing agent may elect to establish higher percentages to meet the goals set forth in subsection (a) herein.

d. All imprinted letterhead paper, copy paper, computer printer paper, and note pads used by Forest Preserve District departments shall be recycled paper containing at least 30 percent post-consumer content.

e. Printing press services provided by the Forest Preserve District or purchased by the Forest Preserve District from an outside vendor shall utilize soy or other vegetable-based inks. If lithographic ink is used in printing performed by the Forest Preserve District or in printing services purchased by the Forest Preserve District from an outside vendor, the ink shall contain not less than the following percentages of vegetable oil:

1. News ink, 40 percent;

2. Sheet-fed and forms ink, 20 percent;

3. Heat-set ink, 10 percent.

High quality color process printing on high speed heat-set presses is excepted when slow drying time significantly increases production costs.

f. Departments shall publicize the Forest Preserve District's use of recycled paper by printing the words "Printed on Recycled Paper" on all letterhead paper and on the title page of all reports printed on recycled paper.

g. To reduce the volume of paper purchased, departments shall use both sides of paper sheets whenever practicable.

h. The purchasing agent may enter into joint purchasing with other local and state agencies to reduce the cost of recycled paper product purchases.

i. All bids for new equipment and services shall include language that will encourage the use of recycled paper and paper products, wherever practicable.

j. The Forest Preserve District shall phase in equipment to facilitate the use of recycled paper products, wherever practicable.

k. In instances where recycled paper and paper products may void existing warranties, service agreements, or contracts, recycled paper and paper products shall not be specified.

l. Requests for proposal issued by the Forest Preserve District after June 1, 2005, shall require all proposed contractors or consultants submitting proposals to agree to the following as a precondition to contract awards:

1. All reports submitted to the Forest Preserve District or its departments by a contractor or consultant in fulfillment of contract obligations shall use recycled paper when it is available at a reasonable price. For the purpose of this paragraph, the price of recycled paper shall be considered "reasonable" if its cost is no more than ten percent higher than the lowest price offered for non-recycled paper.

2. Reports submitted to the Forest Preserve District or its departments shall use both sides of paper sheets whenever practicable.

3. The contractor or consultant shall maintain records of purchased paper and paper products, including product description, supplier, and amount purchased, unit prices, and justifications for any use of non-recycled paper. This information shall be submitted to the user department before contract expiration, according to procedures to be established by the purchasing department. The contractor or consultant shall be responsible for maintaining records and submitting the aforementioned information for all of its subcontractors or sub-consultants.

m. Printing services purchased by the Forest Preserve District from outside vendors shall be on recycled paper containing at least 30 percent post-consumer content.

7. *Annual report.* The purchasing agent shall submit to the Forest Preserve District Board of Commissioners by each year on June 1 a report evaluating the results of the procurement program for the preceding fiscal year, including the following components:

a. Quantities of designated products purchased by departments;

b. Quantities and types of recycled products purchased;

c. Prices and relative quantities purchased of recycled and non-recycled designated products;

d. A determination as to whether minimum content standards should be changed or remain the same;

e. An assessment of the effectiveness of the procurement program and an evaluation of program goals;

f. Recommendations for changes in procurement policy, including designation of additional products.

8. *Responsibilities and reporting requirements of departments.* All user departments are responsible for:

a. Purchasing and using recycled products whenever practicable;

b. Documenting any technical problems that preclude the use of recycled products;

c. Providing written explanations to the purchasing agent for not purchasing recycled products;

d. Conducting comparative tests of the performance of recycled products and non-recycled products, as requested by the purchasing agent;

e. Transmitting to contractors, upon their request, information about their recycled products and vendors;

f. Collecting information from contractors about their designated product purchases before contract expiration dates;

g. Informing the purchasing department of potential uses of recycled products by contractors.

9. *Responsibilities of the Purchasing Department.* The purchasing department is responsible for:

   a. Disseminating recycled product information to departments;

   b. Assisting departments in resolving problems and complaints concerning recycled product performance or availability;

   c. Revising or amending standard bid documents and contract language where necessary to implement this subsection;

   d. Collecting data on departmental purchases of designated products on Forest Preserve District purchase orders;

   e. Preparing bid invitations for recycled products;

   f. Adopting and updating minimum content standards for designated recycled products.

10. *Exemptions.* Nothing in this subsection shall be construed as requiring a department or contractor to procure products that do not perform adequately for their intended end use or are not available at a reasonable price in a reasonable period of time.

11. *Effective date of subsection.* This subsection shall apply to all Forest Preserve District procurement processes, including invitations to bid and requests for proposals, initiated after June 1, 2005.

12. *Severability.* Should any section, subsection, paragraph, clause or phrase of this subsection be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portion of this subsection.

13. *Third Party Rights.* Nothing herein shall entitle any third party to challenge the award of any contract by the Forest Preserve District to any contractor or subcontractor, nor otherwise create rights in any bidder or prospective contractor.

G. *Cook County Resident Employment Requirement:* For any construction project advertised, or if not advertised, awarded, after the effective date of this ordinance having an estimated contract value of $100,000.00 or more, funded solely with Forest Preserve District of Cook County funds, and where not otherwise prohibited by federal or state law, the total hours worked by persons on the site of the construction project by employees of the contractor or subcontractors shall be performed at least 50 percent by actual residents of the County of Cook. The Purchasing Agent shall be responsible for the implementation and enforcement of this section.

H. *Contracts for Supplies, Material and Work:* All contracts for supplies, materials and equipment and contractual services for the District shall be let as herein provided. All contracts for supplies, materials and equipment and contractual services for the District which involve an expenditure of

more than $25,000.00 shall be approved by the Board of Commissioners and signed by the President of the Board or his/her designee.

I. *Powers and duties of Purchasing Agent:* The District Purchasing Agent shall, subject to the control and supervision of the President and Board of Commissioners:

1. Purchase or contract for all supplies, materials and equipment, and contractual services

required by any Office, department, institution or agency of the District subject to the provisions, restrictions and limitations of this Subsection;

2. Establish and enforce standard and non-standard specifications established in accordance with this Subsection which shall apply to all supplies, materials and equipment purchased for the use of any Office, department, institution or agency of the District;

3. Transfer to or between the various Offices, departments, institutions or agencies of the District and trade in and sell supplies, materials and equipment which are surplus, obsolete or unusable;

4. Have charge of such other purchasing activities as the Board of Commissioners may assign from time to time;

5. Distribute or cause to be distributed to the various Offices, departments, institutions or agencies of the District all supplies, materials and equipment purchased by the Office of the Purchasing Agent;

6. Require all vendors to submit a notarized certification or affidavit of their compliance with all requirements imposed by this Subsection on forms promulgated by the Purchasing Agent, which shall include, but shall not be limited to: an affirmation that the vendor is a registered business in good standing with the State of Illinois and, in the case of a contractor operating under an assumed name, with the County Clerk, and an affirmation with respect to Section 1-8-2(U) of this Ordinance (Child Support), Section 1-8-2(D) of this Ordinance (Taxes and Fees) and that said vendor is in compliance with the District's Ethics Act including the provisions regarding receiving and soliciting gifts and favors as well as the limitations of contributions to candidates and elected officials and an economic disclosure statement disclosing all persons or entities who have made lobbying contacts on behalf of the vendor with respect to the contract.

Except as otherwise expressly provided by law, no supplies, materials or equipment or contractual services shall be purchased or contracted for by any Elected Official, department, institution or agency of the District, or by any officer or employee thereof, but all such supplies, materials, equipment or contractual services shall be purchased or contracted for by such Purchasing Agent in

accordance with this Subsection.

J. *Rules and Regulations:* The Purchasing Agent, shall adopt, promulgate, and from time to time amend the rules and regulations for the proper conduct of his/her office. The Purchasing Agent is hereby authorized to adopt appropriate forms and procedures.

K. *No Delegation of Power to Act for Expenditure Exceeding $25,000.00:* The Board of Forest Preserve Commissioners shall have no power or authority to delegate to any committee or other person or persons the "power to act," when such "power to act" shall involve the letting of any contract or the expenditure of public money exceeding the sum of $25,000.00 except in the following instances: the payment of public utility bills and the payment of rent, pursuant to the provisions of a lease previously approved by the District Board, payment of insurance premiums, agreements and other documents necessary to carry out grant-funded projects or other board authorized transactions. Any action of the Board, or of any committee thereof, or of any other person or persons in violation of this section shall be null and void. No money shall be appropriated or ordered paid by the District Board, beyond the sum of $25,000.00 unless such appropriation shall

have been authorized by a vote of the majority of the members elected to the District Board. No officer of the District, or other person shall incur any indebtedness on behalf of the District, unless first authorized by the District Board. The Purchasing Agent shall have the authority to approve purchase requisitions in an amount not exceeding $25,000.00 without Board approval.

L. *Contracts for a Period Exceeding One Year:*

1. The Purchasing Agent of the District is hereby empowered and authorized to enter into contracts for the purchase of goods and services for a period to exceed one (1) year or more, subject to the approval of the Board of Commissioners of the District.

2. Any such contract approved by the District Board and entered into by the District which is in excess of one (1) year or more, shall be a valid and binding obligation of the District.

3. The Purchasing Agent shall have authority to enter into contracts for a period authorized by the Board, and may establish the commencement and expiration dates of any contract as necessary to permit the contract to commence upon the date of execution of the contract unless another date is specified in the contract documents. The Purchasing Agent may approve amendments to the contract provided that such amendment does not increase the amount of the contract by more than five thousand dollars ($5,000.00) or extend the contract by more than sixty (60) days.

M. *Competitive Bidding Contracts:* The purchases of contracts for supplies, materials, equipment and contractual services over $25,000.00 shall be based on competitive bids or shall be based on competitive requests for proposals or requests for qualifications as provided in Section 1-8-2(N).

1. ~~*Authorization to*~~ *Aadvertisinge for bids:* ~~The Using Department shall be responsible for requesting that the District Board authorize the advertisement of a competitive bid. The Purchasing Agent shall thereafter publish the advertisement in a secular newspaper of general circulation within the County.~~ The Purchasing Agent shall ~~also~~ post notification of the competitive bid on the Purchasing Agent's page of the District's web-site, located at www.fpdcc.com.

2. *Development and approval of specifications and contract terms:* The Using Department shall provide to the Purchasing Agent draft contract documents which shall include a description of the services or supplies to be procured, any minimum bidder qualifications, a description of the environment within which a successful bidder may be required to perform a site inspection, cost proposal information and any other information requested by the Purchasing Agent in order to prepare and finalize the bid specifications and contract documents. The Purchasing Agent may revise the draft documents prior to finalizing and issuing the contract documents.

3. *Pre-bid conferences.* The Using Department shall include the details of any pre-bid conferences in the draft contract documents submitted to the Purchasing Agent. Any changes to the date, time or place of a pre-bid conference must be communicated in writing, not less than three (3) business days prior to the originally scheduled Bid Opening, to the Office of the Purchasing Agent. The Purchasing Agent will issue an Addendum to all entities or persons registered as having picked up a Bid Package by the Office of the Purchasing Agent.

4. *Requests for information, clarifications or exceptions to contract documents:* As provided in the Instructions to Bidders, all requests for information, clarification or exceptions submitted by bidders must be directed in writing only to the Purchasing Agent, not less than 3 business days prior to the Bid Opening. Upon receipt of such a request, the Purchasing Agent's Office will determine if a response will be provided. If a Using Department receives a written inquiry, it shall be forwarded to the Purchasing Agent immediately. If the Using Department receives an oral inquiry, the prospective bidder shall be referred to the Instructions to Bidders which require that all inquiries be submitted in writing to the Purchasing Agent.

5. *Communications with bidders during bid process:* From the time a Bid Package is made available until the recommendation for award of the contract is approved by the Board, all communications from bidders must be directed in writing to the Purchasing Agent. All responses to inquiries regarding the status of a bid evaluation or award shall be provided by the Office of the Purchasing Agent in accordance with approved procedures.

6. *Bids to conform to conditions in advertisements:*

   a. The District Board will not entertain or consider any bid:

      (1) Received after the exact time for submission of bids specified in the advertisement for bids, except as may be extended in an Addendum issued to all bidders by the Purchasing Agent;

      (2) Not accompanied by the required certified check; bid deposit; or bid, performance or payment bond (which bond requirement may be satisfied by a Surety's Statement of Qualifications for Bonding, with the actual Bond to be provided within fourteen (14) days of the award of the Bid);

      (3) Not accompanied by the affidavits, certifications or economic disclosure statements required to be submitted pursuant to this Ordinance; or

      (4) Which in any other way fails to fully comply with the terms and conditions of stated in the advertisement for bids.

   b. No bid may be changed, amended, or supplemented in any way after the exact time for submission of bids specified in the advertisement for bids. Any bidder that cancels, withdraws or modifies its bid after the bid opening will result in the bidder being deemed unqualified and will prohibit said bidder from receiving a District contract for a period of one (1) year from the date of bid opening. No certified check; bid deposit; or bid, performance or payment bond (which bond requirement may be satisfied by a Surety's Statement of Qualifications for Bonding, with the actual Bond to be provided within fourteen (14) days of the award of the Bid) may be accepted after the exact time for submission of bids specified in the advertisement for bids;

7. *Examination and tallying of bids:* All bids shall be opened and tallied at a time predetermined by the President. The bids shall then be reported to the District Board at the next meeting after the opening thereof. If it is evident that only one qualified bid has been submitted with respect to a particular contract, no bid envelope is opened and any sealed bid(s) shall be returned to the bidder(s) via mail unopened. The Purchasing Agent announces this fact and that the Purchasing Agent will thereafter determine whether to re-issue the solicitation of competitive bids as a result. The Purchasing Agent will then schedule a second bid opening date to allow

for the contract to be re-bid. If it is determined that an error was made in announcing the Bid or there was a failure to read all bids into the record, the Purchasing Agent shall notify the Secretary of the Board of the need to reconvene the Bid Opening to correct the record. As soon as reasonably possible, the Bid Opening is reconvened for the purpose of correcting the record.

8. *Evaluation of Bids:* Immediately after the Bid Opening, a post bid meeting shall be scheduled wherein the Using Department reviews bids for technical specifications and other requirements. The time intervals required to evaluate bids are not always predictable. Bidders

   are responsible for monitoring the web-site or, if they lack web access, for calling the Office of Purchasing Agent in order to ascertain to whom the bid has been awarded.

9. *Contract award and execution:* The final recommendation for award shall be transmitted to the Board, through its Finance Committee, for approval of the recommendation for award and execution of a contract with the approved bidder. The Purchasing Agent shall ensure that all required certifications are executed and all due diligence is performed prior to the request to award and execute the contract.

10. *Right to reject bids reserved:* The District Board reserves the right to reject any bid for cause.

N. *Requests for Proposals or Requests for Qualifications:*

1. Contracts over $25,000.00 which by their nature are not adaptable to award by competitive bidding, such as contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part; contracts for printing of Finance Committee pamphlets, controllers estimates, and departmental reports; contracts for the printing or engraving of bonds, tax warrants and other evidence of indebtedness; contracts for utility services such as water, light, heat, telephone, or telegraph; and contracts for the purchase of magazines, books, periodicals, and similar articles of an educational or instructional nature, and the binding of such magazines, books, periodicals, pamphlets, reports, and similar articles shall not be subject to the competitive bidding requirements of this Section.

2. Criteria for use of requests for proposals or requests for qualifications: Proposals for contracts over $25,000.00 not adaptable to competitive bidding shall be solicited through the issuance of requests for proposals ("RFP") or requests for qualifications ("RFQ") unless otherwise approved by the District Board. RFPs and RFQs are appropriate when competitive bidding is not practicable or advantageous to the District. RFPs and/or RFQs may result in the negotiation of a contract with one or more proposers selected as the result of an evaluation process which includes the simultaneous consideration of multiple evaluation factors.

3. Notification: In order to issue an RFP or RFQ, the Using Department must notify the Purchasing Agent in writing that it intends to issue a RFP or RFQ.

4. Prescribed content of RFPs and RFQs: All RFPs and/or RFQs shall include such forms and provisions as shall be issued from time to time by the Office of the Purchasing Agent. These forms shall include, but not be limited to: Instructions to Proposers; General Conditions; Forest Preserve District Certification and Execution Forms and a Proposer Registration Form and all additional documents as required. The Using Department shall be responsible for developing appropriate special conditions, a proposer questionnaire and a cost proposal form.

5. Review prior to issuance: RFPs and/or RFQs shall be submitted to the Office of the

Purchasing Agent and Legal Department for review prior to their issuance. In addition to the direct transmittal of the RFP or RFQ to potential firms or individuals, all RFPs and RFQs shall be posted on the District's web-site.

6. Opening of RFPs and RFQs: The RFPs or RFQs shall be opened in the presence of one or more witnesses after the designated date for submission. A list of firms or individuals offering proposals or responding to RFQ's shall be submitted to the Purchasing Agent within twenty-four hours of RFP or RFQ opening. The contents of the RFP or RFQ shall not be disclosed to competing offerors during the process of negotiation. Any proposer that cancels, withdraws or modifies its proposal after the proposal due date without District approval will result in the proposer being deemed unqualified and will prohibit said proposer from receiving a District contract for a period of one (1) year. A record of proposals shall be prepared and shall be open for public inspection after contract award.

7. Evaluation: The Using Department shall identify the factors to be used in evaluating proposals, which information shall be set forth in the RFP or RFQ. These factors include, but are not limited to, price, experience and qualifications of the proposer, the quality and cost effectiveness of the proposal, and the demonstrated willingness and ability of the proposer to satisfy the requirements of the District as described in the request. The Using Department shall evaluate proposals and shall conduct any negotiations of a possible contract with one or more proposers.

8. Discussions. As provided in the RFP or RFQ, discussions may be conducted with responsible offerors who submit proposals determined to have the greatest likelihood of being selected for a contract for the purpose of clarifying and assuring full understanding of and responsiveness to the District's requirements. All offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions to proposals may be permitted after submission and before a recommendation is made to the Board of Commissioners 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. Once an offer has been recommended to the Board of Commissioners, the Using Department, Purchasing and Legal Department shall finalize the contract terms for the Board's execution consideration.

9. Recommendations. The Using Department shall recommend that the District enter into a contract with the responsible proposer whose proposal or qualifications is determined in writing to be the most advantageous to the District, taking into consideration price, qualifications and the evaluation factors set forth in the request for proposals. The Using

   Department shall document the results of its evaluation and the reasons for its recommendation to the Purchasing Agent. The Using Department shall be responsible for requesting the Board of Commissioners authorize a contract with the recommended proposer. The authorization of the District Board of Commissioners to enter into a contract shall not result in a contract unless and until the Board has authorized the execution of the final contract documents upon the request of the Purchasing Agent. The Purchasing Agent's request to the Board for contract execution shall be subject to the proposed contractor's compliance with all applicable laws and District procedures and to the Purchasing Agent's review of the subject contract.

10. The Purchasing Agent is expressly authorized to procure from any Federal, State or local government unit or agency thereof such surplus materials, supplies, commodities, or equipment as may be made available through the operation of any legislation heretofore or hereinafter enacted without conforming to the competitive bidding requirements of this article. Regular employment contracts in the District service, whether with respect to the classified services or otherwise, shall not be subject to the provisions of this article, nor shall this article be applicable to the granting or issuance pursuant to powers conferred by laws, ordinances, or resolutions or license, permits, or other authorization by the District Board, or by departments, offices, institutions, boards, commissions, agencies or other instrumentalities of the District, nor to contracts or transactions, other than the sale or lease of personal property pursuant to which the District is the recipient of money.

O. *Purchase Procedure:*

1. *Purchases exceeding $25,000.00:* The purchases of and contracts for supplies, materials, equipment and contractual services and all sales of personal property, equipment or other property which has become obsolete or unusable shall be based on competitive bids, except as provided in Subsection 5a and (6) of this section. If the amount involved is estimated to exceed $25,000.00, sealed bids shall be solicited by public notice on the District's web-site. Such notices shall include a general description of the commodities or contractual services to be purchased or personal property, equipment or other property to be sold and shall state where all blanks and specifications may be obtained and the time and place for the opening of bids.

2. *Purchases of $750.00 or less:* Purchases, excluding professional services, having a cost of $750.00 or less may be made with "direct pay voucher" in the open market.

3. *Purchases greater than $750.00 and less than $25,000.00:* All purchases greater than $750.00 and less than $25,000.00 may be made in the open market without publication in a newspaper as above provided, but whenever practical shall be based on at least three competitive bids.

4. *Authorization for purchases over $25,000.00:* No purchases, orders or contracts of $25,000.00 or more shall be made unless authorized by the District Board. All sales of obsolete or unusable material, property, or equipment shall be made to the highest bidder, except as provided for in Subsection 5a and 6 of this section.

5. *Determination of award:* All purchases, orders, or contracts, except those which by their nature are not adaptable to award by competitive bidding, shall be awarded to the lowest responsible bidder, taking into consideration the qualities of the articles supplied, their conformity with the specifications, their suitability to the requirements of the District and the delivery terms. In the determination of the award to the lowest responsible bidder, nothing herein shall be interpreted to preclude an award to a bidder other than the lowest actual bidder if such an award is made in furtherance of affirmative action policies adopted by the District Purchasing Agent for the promotion of nondiscriminatory hiring practices and equal employment opportunity. Provided, however, that the award of all contracts shall be responsible and reasonable. Any bid may be rejected and new bids may be solicited if the public interest is served thereby. Each bid, with the name of the bidder, shall be entered on a record with the successful bid indicated thereon. After the award of the purchase, order, or contract, said record shall be open to public inspection. A copy of all contracts shall be filed with the District Legal Department and Purchasing Agent.

6. *Distribution of assets:*

   a. Notwithstanding the provisions of Subsections (a) and (b) of this section, the District Board reserves the right to designate certain unusable, surplus and/or obsolete personal property, equipment or other property (hereinafter referred to collectively as "assets") for distribution as charitable donations. Assets may be designated for distribution as charitable donations, if:

      (1) A determination has been made that the assets are not needed by any department or division of the District;

      (2) The assets are of a type that would provide a beneficial service in either the medical or education fields to a another entity; and

      (3) The recipient of the assets is a legitimate nonprofit organization, local or foreign governmental entity.

   b. The assets shall be transferred by an appropriate instrument of transfer, which shall include:

      (1) A provision that requires the recipient to use the property in a manner that

      primarily promotes the implementation or improvement of educational services available to the public; and

      (2) A provision that indicates that ownership of the assets automatically reverts to the District if the entity at any time fails to use the property in that manner.

The responsibility for determining the recipient of the donation, pursuant to the above guidelines shall reside in the Office of the President of the District Board, with approval by the District Board.

P. *Sole Source Procurements:* Contracts may be awarded without use of competitive sealed bidding, RFP or RFQ process when there is only one economically feasible source for the item. Sole source contracts must be indicated clearly and certified as sole source by both the Using Department and Purchasing Agent prior to District Board approval. Q. *Emergency Purchases:* The Purchasing Agent may make emergency procurements without competitive sealed bidding, RFP or RFQ process, or prior approval of the Board when there exists a threat to public health or public safety, or when immediate expenditure is necessary for repairs to District property in order to protect against further loss of or damage to District property, to prevent, or minimize serious disruption in District services, or to ensure the integrity of District records. Emergency procurements shall be made with as much competition as is practicable under the circumstances. A written description of the basis for the emergency and reasons for the selection of the particular contractor shall be included in the contract file. Said emergency purchases shall be communicated to the Board within five (5) business days of procuring said emergency purchases provided such purchases exceed $25,000.00.

R. *Preference to Citizens on Public Works Projects:* The Purchasing Agent shall specify in the call for bids in any contract for public works that such contractors bidding on public works contracts of the District shall conform to the Public Works Preference Act (30 ILCS 560/0.01 et seq.). The Purchasing Agent in awarding the contract shall cause to be inserted in the contract a stipulation to the effect that the contractor shall conform to such Act.

S. *Responsible bidder for bids for construction, maintenance, and repair of public works* shall mean a bidder who meets all of the job specifications, the following applicable criteria, and submits evidence of such compliance:

1. All applicable laws prerequisite to doing business in the State of Illinois.

2. Evidence of compliance with:

   (a) Federal Employer Tax Identification Number or Social Security Number (for individuals);

   (b) Provision of Section 2000 (E) of Chapter 21, Title 42 of the United States Code and

   Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer Provisions).

3. Certificates of insurance indicating the following coverage; general liability, workers compensation, completed operation, automobile, hazardous occupation, product liability and professional liability insurance.

4. Compliance with all provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance, and retirement for those trades covered in the Act.

5. Active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the awarded contract for all bidders and subcontractors.

6. Certified payrolls as specified in 820 ILCS 130/5 for all contractors and subcontractors.

For purposes of this Section 1-8-2 S., the terms "public works" and "construction" shall have the meanings set forth in the Illinois Prevailing Wage Act, 820 ILCS 130/2. Moreover, it is expressly understood that the term "public works" shall not include snow removal, landscaping, tree trimming, and tree removal unless such activities are done in conjunction with, or in preparation for, new construction or the repair, maintenance, assembly or disassembly of equipment owned or leased by the District.

T. *Living Wage:*

1. Unless expressly waived by the District Board, not less than a living wage shall be paid to each employee of any employer that is awarded a contract or subcontract with the District.

2. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

   Contract means any written agreement requiring Board approval whereby the District is committed to expend or does expend funds in connection with any contract or subcontract which requires in the performance thereof the employment of any number of full time non-District employees, including, but not limited to, the following classifications: cashier, clerical, custodial, day laborer, elevator operator, and security guard. The term "contract" shall not include contracts with not-for-profit organizations or community development block grants.

   Contracting agency means the Forest Preserve District of Cook County.

Eligible contractors means any person or business entity awarded a contract or subcontract by

the District which requires in the performance thereof the employment of any number of full time non-District employees, including, but not limited to, the following classifications: cashier, clerical, custodial, day laborer, elevator operator, leased employee, parking attendant, and security guard.

Employee means any individual permitted to work on a full-time basis by an employer in an occupation pursuant either to work performed under a specific District contract. The term "employee" does not include an individual who is the employer's parent, spouse or child or other members of the employer's immediate family. This definition of employee may be further defined by the Cook County Bureau of Human Resources.

Employer means any person or business entity that employs one or more full-time employees, excluding the parent, spouse, child or other members of the employer's immediate family. Employer does not include not-for-profit organizations.

Living wage means a minimum wage of no less than $9.43 per hour if employee health benefits are provided, or $11.78 per hour without health benefits. The employee health benefit contribution shall not exceed twenty-five (25) percent of the health insurance premium. As of January 1, 2006, and each January 1 thereafter, the living wage shall be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the United States Department of Health and Human Services, to constitute the following: there will be an annual adjustment calculated as one hundred (100) percent of the federal poverty line for a family of four (4) (as defined by the U.S. Department of Health and Human Services) with health benefits and one hundred twenty-five (125) percent of the federal poverty line for a family of four (4) without health benefits.

Not-for profit organization means a corporation having tax exempt status under Section 501(C)(3) of the United States Internal Revenue Code and recognized under State not-for-profit law.

3. Every contract shall contain a provision or provisions stipulating that they are currently paying the living wage required to be paid to the employees listed under the definition of living wage set forth in this section and each such contract shall further contain provisions obligating the eligible contractor, or subcontractor of such eligible contractor, to pay its employees for work at not less than the living wage.

4. The Purchasing Agent shall require as part of the bidding and sole source procedure that any covered contractor provide the District certification of its compliance with this section.

5. Any contract that violates the provisions contained in this section shall be subject to cancellation by the District Board.

6. Any contractor disqualified from eligibility by the District Board shall be ineligible for two (2) years following violation of this section.

7. This section shall not apply to any contract with the District entered into prior to the effective date of the ordinance from which this section is derived.

U. *Disqualification for Non-Compliance with Child Support Orders:*

1. For purposes of this section, the following words and phrases shall have the following meanings:

   Court ordered child support arrearage means that the Circuit Court of Cook County has issued an order declaring the respondent in arrearage on his or her child support obligations in a specific amount as of the date of that order or, that another Illinois court of competent jurisdiction has issued such an order.

   Child support withholding notice means any income withholding notice which pursuant to the applicable governing law, directs the payor:

   (a) To withhold a dollar amount equal to the order of child support; and/or

   (b) To withhold a dollar amount equal to or towards paying off any unpaid child support obligations; and/or

   (c) To enroll a child as a beneficiary of a health insurance plan and withhold or cause to be withheld any required premiums, and also includes any order issued by the Circuit Court of Cook County or another Illinois court of competent jurisdiction which similarly directs the payor.

2. No person or substantial owner shall be authorized to enter into a contract or awarded a contract for supplies, materials, equipment or contractual services with the District that is delinquent in the payment of a court-ordered child support arrearage.

3. Once a contract is awarded to a person or substantial owner subject to such an order, then after notice from the District of such noncompliance and a 30 day opportunity to cure, such delinquency shall be an event of default. Compliance shall be evidenced by canceled checks paid to obligee or official clerk's records that payments were received on behalf of obligee.

4. The Purchasing Agent is hereby authorized to do the following:

   (a) Investigate the child support payment records of any contractor to determine court ordered support arrearages;

   (b) Investigate all contractors' compliance with child support withholding notices;

   (c) Provide information on contractors to the appropriate County and State of Illinois entities, to the extent allowed by law; to assist those offices in the enforcement of child support obligations;

   (d) Provide the names and business addresses of contractors to persons seeking to enforce court ordered child support arrearages and child support withholding notices, and their legal representatives, to the extent allowed by law, on the condition that such information be used solely for the purpose of assisting in child support enforcement; provided that the names and identifying information of persons seeking to enforce child support orders shall be deemed confidential; and

   (e) To promulgate regulations relating to the operation of this section.

V. *Disqualification due to Prior Default or Termination:*

1. No person or business entity shall be awarded a contract or subcontract if that person or business entity has had an awarded contract terminated for cause by the District Board. The period of ineligibility shall continue for twenty-four (24) months from the date the District Board terminates the contract. In addition, the District Board may at its sole discretion terminate any and all currently existing contracts by, between, or with the District and such person or business entity.

2. Persons or business entities may apply to the District Board or persons designated by the District Board for a reduction or waiver of the ineligibility period. The application shall be in writing and shall include documentation that one or all of the following conditions have occurred:

   (a) There has been a bona fide change in ownership or control of the business entity;

   (b) Disciplinary action has been taken against the person responsible for the acts giving rise to the ineligibility;

   (c) Remedial action has been taken to prevent a recurrence of the acts giving rise to the ineligibility; or

   (d) The District Board determines that the conduct of the entity does not constitute a pattern of behavior.

3. At the request of a District department head, the District Board may suspend the ineligibility of a person or business entity in order to allow for the award of a contract. The department head shall provide sufficient facts to establish that the public health, safety or welfare of the District requires the goods and services at a comparable price and quality from other sources is not feasible. In the event the District Board grants a suspension, the period of ineligibility for the award of a new contract shall recommence from the date of completion of the contract awarded pursuant to the suspension of the ineligibility period, and shall continue for the remainder of the twenty-four (24) month period of ineligibility.

4. The determination to reduce or waive the period of ineligibility, or to suspend ineligibility for a specific contract, shall be made in writing and shall specify the reasons for the decision.

5. In addition to the ineligibility provided in this Section, the Purchasing Agent may reject a specific bid or proposal, or a subcontractor proposed to be used in connection with that bid or proposal, submitted by any person or business entity if that person or business entity is in arrears upon any debt to the District or is in default of any Contract with the District, or is a defaulter, as surety or otherwise upon any obligation to the District, or is otherwise prohibited by law or Ordinance from entering into the Contract. In addition, the Purchasing Agent may reject a bid or proposal, or a subcontractor proposed to be used in connection with that bid or proposal, submitted by any person or business entity deemed unqualified due to insufficient or unsatisfactory history of creditworthiness or experience in performing other contracts, including those involving the types of responsibilities required under the Contract Documents.

W. *False Statements:* Any person, substantial owner or business entity who knowingly makes a false statement of material fact to the District in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the District for a penalty of $500.00. Additionally, all District contracts shall provide for up to three times the amount of damages which the District sustains because of the person's violation of this section and the District's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the District Code.

X. *Comparative government procurement:* If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the District, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in the Procurement Code.

Y. *Innovative procurement:* (a) the Purchasing Agent may make a Procurement using innovative methods of procurement, including but not limited to electronic procurement, reverse auctions, electronic bidding, electronic auctions, prequalification, and pilot procurement programs that have no cost to the District. In order to implement innovative methods of procurement, either directly or through a service provider, the Purchasing Agent must make a determination that such process is competitive and in the best interest of the District.

Z. *Joint Procurements:* Procurements may be made pursuant to the Governmental Joint Purchasing Act, 30 ILCS § 525.

ZZ. *Consortium and group procurements*: Procurements may be made pursuant to the District's membership or participation in a purchasing consortium, provided that the Board has approved such membership or participation, for, at least in part, the purpose of obtaining advantageous pricing and other efficiencies for the District. Procurements made through a purchasing consortium shall be approved and executed as set forth in this Procurement Code.

(Ord. of 4-6-93; Ord. of 3-6-97, §§ 1—4; Ord. No. 04-O-03-10-02, § 1, 6-8-05; Ord. of 6-8-05; Ord. No. 07-O-09-05-02, 9-5-07; Ord. No. 08-O-03, 6-4-08; Ord. of 6-4-08; Ord. No. 11-O-02, 2-9-11; Ord. No. 11-O-07, 7-13-11; Ord. No. 11-O-13, 11-2-11)

1-8-3: - WAGE RATES FOR PUBLIC WORKS EMPLOYEES.

A. *Wage Rates Provided:* To the extent and as required by "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works", approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of this District is hereby ascertained to be the same as the prevailing rate of wages for construction work in the District area as determined by the Department of Labor of the State as of June 1992, a copy of that determination being attached to Ordinance dated July 7, 1992, and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination

and apply to any and all public works construction undertaken by the District. The definition of any terms appearing in this Section which are also used in the aforesaid Act shall be the same as in said Act.

B. *Applied to Public Works Employment:* Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of this District to the extent required by the aforesaid Act.

C. *Rates to be Posted:* The Bureau of Human Resources (County) shall publicly post or keep available for inspection by an interested party in the main office of this Bureau of Human Resources (County) this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

D. *Rates to be Furnished to Employees:* The Bureau of Human Resources (County) shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

E. *Filing With State:* The Bureau of Human Resources (County) shall promptly file a certified copy of this Section with both the Secretary of State and the Department of Labor of the State of Illinois.

F. *Publication:* The Bureau of Human Resources (County) shall cause to be published in a newspaper of general circulation within the area a copy of this Section, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

G. *Rates Included in Calling for Bids in Contracts:* The Purchasing Agent of the Forest Preserve District of Cook County shall specify in the call for bids in any contract for public works that the general prevailing rate of wages in the locality for each craft or type of laborer or mechanic needed to execute the contract to perform such work, also the general prevailing rate for legal holiday and overtime work as ascertained by the Bureau of Human Resources (County), shall be paid for each craft or type of work needed to execute the contract or to perform such work. The Purchasing Agent, in awarding the contract, shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing rate of wages, as found by the Bureau of Human Resources (County) shall be paid to all laborers, workers and mechanics performing work under the contract, and the Purchasing Agent shall also require in all such contractor's bonds that the contract include such provision as will guarantee the faithful performance of such prevailing wage clause as provided by the contract.

H. *Underpayment of Wages; Penalty:* In the case of any underpayment of the prevailing wage, a penalty of twenty (20) percent of the underpayment shall be assessed against the contractor or subcontractor; and the twenty (20) percent penalty shall be payable to the Illinois Department of Labor. Any underpayment that has not been repaid to a worker within thirty (30) days of violation is subject to an additional two (2) percent of the underpayment as a punitive damage assessment. This is payable to the worker.

I. *Debarment of Contractor:* There is an automatic two (2) year debarment of any contractor or subcontractor found to have violated the Act on two (2) separate occasions. An affected contractor or subcontractor may request the Department to hold a hearing on the alleged violations within ten (10) days notification of the second violation. (Ord. of 7-7-92; Ord. No. 07-O-09-05-02, 9-5-07)

1-8-4: - PROPERTY TAX RELIEF.

A. Except as otherwise provided in Subsections B and C of this Section, beginning with the real estate tax levy for 1995 for real estate taxes paid in 1996 and for all subsequent years, the Board of Commissioners of the District shall not increase the aggregate real estate tax levy for the Corporate Fund, the Construction and Development Fund, the Zoological Fund and the Botanic Garden Fund (for purposes of this Section, the "Aggregate Levy") for any year over the prior year's Aggregate Levy by an amount greater than 5% or the percentage increase in the Consumer Price Index during the 12 month calendar year preceding the levy year, whichever is less. For purposes of this Section, "Consumer Price Index" means the Consumer Price Index for all Urban Consumers for all items published by the United State Department of Labor.

B. The Board of Commissioners of the District may adopt an Aggregate Levy for any year in excess of the limitation set forth in Section A if approved by a two-thirds (2/3) vote of the Commissioners then holding office.

C. The Board of Commissioners of the District may increase the Aggregate Levy for any year in excess of the limitation set forth in Section A to include the following pursuant to the procedure set forth in Section 18-185 of the Property Tax Code, 35 ILCS 200/18-185:

(1) Any property annexed into the County of Cook during the levy year; and

(2) Any new property created in the County of Cook during the levy year.

For purposes of this Section, "new property created" means the assessed value, after final Board of Appeals action, of new improvements or additions to existing improvements on any parcel of real property that increase the assessed value of that real property during the levy year.

(Ord. of 3-1-94)

***Referred to the Committee on Finance on 9/11/12.**

VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER SIIVESTRI, MOVED TO APPROVE COMMUNICATION NO. 12FINA0173. THE MOTION CARRIED.

VICE CHAIRMAN STEELE, SECONDED BY COMMISSIONER DALEY, MOVED TO ADJOURN. THE MOTION CARRIED AND THE MEETING WAS ADJOURNED.

Respectfully submitted,
Forest Preserve District
Committee on Finance

Gregg Goslin, Chairman

Attest:

Matthew B. DeLeon, Secretary