Chicago Park District Code
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CHAPTER XI. - PURCHASING AND CONTRACTING[1]

Section A. - General Provisions

A. 1. Application

This Chapter of the Code of the Chicago Park District applies to contracts for the procurement of goods, services, and construction entered into by the Park District after the effective date of this Chapter, as amended, unless the parties agree to its application to contracts entered into prior to the effective date. It shall apply to every expenditure of public funds by the Park District for public purchasing irrespective of its source. When the procurement involves the expenditure of Federal or State assistance or contract funds, the procurement shall be conducted in accordance with any applicable mandatory Federal or State laws and regulations, which are not reflected in this Chapter. Nothing in this Chapter shall prevent the Park District from complying with the terms and conditions of a cooperative purchasing agreement that is otherwise consistent with law.

A. 2. Exemptions[2]

The following items need not be procured by the Director of Purchasing and are exempt from the requirements of this Chapter and may be authorized by the General Superintendent or their designee:

a. real property;

b. permit agreements, pursuant to Chapter IX of this Code;

c. purchase of electricity, water, gas, telecommunications service, or other rate regulated public utility[3]

d. works of art for public display; and

e. artistic services.[4]

A. 3. Definitions[5]

The following words, terms, phrases and their derivatives shall have the meanings set forth in this Section. When consistent with the context, the present tense shall include the future tense; the plural shall include the singular number and the singular number shall include

[1] Complete Chapter Amended 1-28-1991; 1-10-1995; 11-10-1999; 01-25-2023
[2] Amended 01-25-2023; amendments introduced 09-09-2026
[3] Added 01-25-2023
[4] Added 12-11-2013
[5] Amended 12-18-1991; 2-8-2012; 01-25-2023

the plural number.

"Affiliate" of a person or entity means a person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity specified.

"Artistic Services" means those services requiring advanced or specialized training, education, creativity, or professional skill where the ability or fitness of the individual or individuals plays an important part including without limitation artists, dancers, musicians, performance artists, sculptors, and theatrical companies.[6]

"Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third-party supplier rather than out of its own existing inventory and provides no commercially useful service other than acting as a conduit between their supplier and their customer.

"Business" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.

"Certified" or "Certification" means official recognition of the MBE or WBE status of a business by a public or private entity such as the City of Chicago and/or the Certified Minority/Woman Business Development Council.

"Change Order" means any changes in the contract with regard to the contract value or time to perform because of the following: (1) The circumstances that necessitate the change were not reasonably foreseeable at the time that the contract was signed, or (2) The change is germane to the original contract as signed, or (3) The change order is in the best interest of the project and the Chicago Park District as authorized by law.

"Concession Contract" means an agreement between the Chicago Park District and a provider of goods or services that such provider will offer those goods or services for sale to park patrons at park locations.

"Construction" means the process of building, altering, repairing, improving, or demolishing any public structure or building, bridge, roadway, sidewalk, or any site work grading or planting, or other public improvements of any kind to any public real property.

"Construction Contract" means a Contract for the construction, repair, improvement or demolition of any building, bridge, roadway, sidewalk, or other structure or infrastructure, or any site work, grading, or planting.

[6] Added 12/11/2013

"Construction Project Program" means the program provided for in Section F.5. of this Chapter.

"Contract" means Park District agreements, for the procurements of goods, services, or construction, including but not limited to: purchase orders, construction contracts, design contracts, leases, and personnel agreements whose cost is to be paid from funds belonging to or administered by the Chicago Park District, regardless of source.

"Contract Value" means the dollar amount to be paid for the initial term of a contract.[7]

"Contractor" means any Business having a contract with the Chicago Park District.

"Cooperative Purchasing"[8] means a procurement between a vendor for goods or services and a governmental entity (including federal, state or local entity) other than the Park District, or a group or consortium of the same, as a result of a public procurement process followed by such governmental entity or entities.

"Cost Data" means 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 contractor in performing the contract.

"Cost-Reimbursement Contract" means a contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this Chapter, and a fee or profit, if any.

"Credit Program" means the program provided for in Section F.8. of this Chapter.

"Delegate Agency Contract" means a contract with a not-for-profit or for-profit organization which provides services including, but not limited to, job training and placement, education, day care, emergency shelter, home-delivery meals and health care to targeted communities under agreements with the Chicago Park District which are funded by federal, state or local grants and paid on a pass-through basis.

"Disadvantaged Business Enterprise" or "DBE", in connection with a Contract which is funded in whole or in part from State or federal governmental sources, means a business entity which is a Disadvantaged Business Enterprise pursuant to the rules and regulations of such governmental source.

[7] Added 01-25-2023
[8] Amended 2-8-2012

"Established Business" means a business entity which, by virtue of its size and capacity for competing in the markets in which it operates, does not need to be a participant in the Minority and Women-Owned Business Enterprise Program in order to effectuate the purposes of the program, as determined by the General Superintendent, pursuant to regulations to be adopted. Prior to the promulgation of such regulations, a business entity shall be presumed to be an Established business if the business entity and its affiliates have had annual average gross receipts in excess of $17 million over the previous three fiscal years.

"Excess Supplies" means any tangible personal property, owned by the Park District, having a remaining useful life but that the user department in possession of the supplies no longer requires.

"Goal" means a target percentage participation for a minority-owned business or woman-owned business in the total dollar value of a Park District contract that serves as a guide to the contractor in undertaking its good faith efforts to ensure the full and equitable participation of minority-owned business enterprises and women-owned business enterprises.

"Government Unit" means any unit or association of units of federal, state or local government, any municipal corporation, any political subdivision and any other entity which expends public funds for the procurement of goods, services or construction.

"Invitation for Bids" means all documents inclusive of advertisement and the detailed plans and/or specifications, whether attached or incorporated by reference, utilized for soliciting sealed bids.

"Joint Venture" means an association of two or more businesses formed to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skills and knowledge.

"Local Business" means a business entity located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six-County Region") which has the majority of its regular, full-time work force located within the Six-County Region.

"Lowest Responsible Bidder" means that bidder who submits the lowest price and meets all other bid specifications, including the stated MBE and WBE percentages.

"Minority Group" means any of the following racial or ethnic groups[9]:

[9] Amended 01-25-2023

1. African-Americans or Blacks (persons having origins in any of the Black racial groups of Africa);

2. Hispanic Americans or Hispanics (persons who are Mexican, Puerto Rican, Cuban, Caribbean, Dominican, Central or South American, regardless of race);

3. Asian Americans (persons having origins in any of the original peoples of Far East Asia, Southeast Asia, the Indian subcontinent, or the Pacific Islands);

4. Native Americans (persons who are Alaska Natives, Native Hawaiians, American Indian, or enrolled members of a Federally or State recognized Indian Tribe);

5. Other groups found by the General Superintendent to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets or to do business with the Chicago Park District; and

6. For purposes of contracts funded by State or federal governmental sources, groups found to be eligible for the designation of DBE by such governmental sources.

"Minority-owned Business" or "MBE" means a Certified Local Business which is at least 51% owned by one or more members of one or more Minority groups, or, in the case of a publicity held corporation, at least 51% or the stock of which is owned by one or more members of one or more Minority Groups, whose management and daily business operations are controlled by one or more members of one or more Minority Groups, and which is not an Established Business.

"MBE Percentage" means the goal set forth in Section F.2. of this Chapter.

"Not-Profit Corporation" has the same meaning as a "not-for-profit corporation" defined in 805 ILCS 105/103.10.

"Owned" means having all the customary incidents of ownership, including the right of disposition, and the sharing in all risks and profits commensurate with the degree of ownership interest.

"Offerors" includes only those businesses submitting proposals that are acceptable or potentially acceptable. The terms shall not include businesses who submitted unacceptable proposals.

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"Opening" means the date set for opening of bids, or receipt of proposals in competitive sealed proposals.

"Pricing Data" means 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.

"Procurement" means the buying, purchasing, renting, leasing, or other methods of acquiring any goods, services, or construction. It also includes all functions that pertain to the obtaining of any goods, services, or construction, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

"Professional Services" means services in any occupation requiring advanced or specialized education, training, scientific knowledge or professional skill including without limitation law, accounting, insurance, real estate, engineering, medicine, architecture, dentistry, banking, finance, public relations, education, artists, management, engineering or consulting.

"Program" means the Minority-and Women-owned Business Enterprise Procurement Program established in Section F. of this Chapter.

"Responsive bidder" is a person who has submitted a bid which conforms in all material respects to the invitation for bids.

"Services" means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports that are merely incidental to the required performance. This definition shall not apply to employment agreements or collective bargaining agreements.

"Specification" means any description of the physical or functional characteristics or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

"Supplies" means all tangible personal property, including but not limited to equipment and materials.

"Surplus Supplies" means any tangible personal property, owned by the Park District, but no longer having any use to the Park District. This includes obsolete supplies, scrap materials, and non-expendable supplies that have completed their useful life cycle. Surplus supplies shall not include impounded boats.

"Target Market Contract" means a Contract designated for competition limited

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to MBEs or WBEs on either a negotiated or competitive bid process pursuant to Section F.4. of this Chapter.

"User Department" means any office, department or division with the Park District requiring supplies, services, or construction procured pursuant to this Chapter.

"Utilization Plan" means the plan which must be submitted by a bidder listing the MBEs or WBEs which the contractor intends to use in the performance of a contract or any components of the contract which the contractor intends MBEs or WBEs to perform.[10]

"Women-owned Business" or "WBE" means a Certified Local Business which is at least 51% owned by one or more women, or, in the case of a publicly held corporation, 51% of the stock of which is owned by one or more women, whose management and daily business operations are controlled by one or more women, and which is not an Established Business.

"WBE Percentage" means the goal set forth in Section F.2. of this Chapter.

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[10] Added 5-8-1990

Section B. - Director of Purchasing[11]

B. 1. Authority and Duties

a. Director of Purchasing.

Except as otherwise provided herein, the Director of Purchasing shall serve as the principal public purchasing officer for the Park District, and shall be responsible for the procurement of supplies, services, and construction in accordance with this Chapter, as well as the management and disposal of supplies.

b. Duties.

In accordance with this Chapter, and subject to the supervision of their Chief Officer, the Director of Purchasing shall:

(1) act as the director for the Park District in procuring or supervising the procurement of all supplies, services, and construction needed by the Park District;

(2) sell, trade, transfer, or otherwise dispose of surplus supplies belonging to the Park District;

(3) assure that purchases are negotiated in such a manner to assure the best overall value consistent with quality and character of the services and supplies required in accordance with the requirements of this Chapter and the specifications thereof; and

(4) perform such duties and be subject to such other rules and regulations as their Chief Officer, the General Superintendent, or the Board may from time to time prescribe.

c. Purchasing Regulations and Operational Procedures.

Consistent with this Chapter, and subject to the approval of the General Superintendent, their Chief Officer, the Director of Purchasing shall adopt purchasing regulations and operational procedures.

B. 2. Delegations to Other Park District Officials[12]

The Director of Purchasing, with the approval of the General Superintendent or their Chief Officer, may delegate their authority to purchase certain supplies, services, or construction

[11] Amended 12-30-47; 11-10-1999; 01-25-2023
[12] Amended 01-25-2023

items to other Park District officials, if such delegation is deemed necessary for the effective procurement of these items.

The General Superintendent may delegate their authority to purchase certain supplies, services, or construction items to other Park District officials, if such delegation is deemed necessary for the effective procurement of these items.

B. 3. Maximum Practicable Competition

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the Park District's needs, and shall not be unduly restrictive.

B. 4. Bond of Director of Purchasing

The Director of Purchasing, before entering upon the duties of their office, shall execute a bond payable to the Park District in the penal sum of $50,000 with good and sufficient sureties to be approved by the Board conditioned for the faithful performance of the duties of their office; provided, however, that the Board may at any time, by resolution, require that such bond be in a larger penal sum.

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Section C. - Power to Contract[13]

C. 1. Director of Purchasing[14]

a. Contract Values and Change Orders Not to Exceed $520,000.

The Director of Purchasing shall have the duty, responsibility and power to enter into contracts and approve all change orders and contract modifications, for goods, services, and construction for use by the Park District, where the contract value or change order does not exceed $520,000.

C. 2. General Superintendent[15]

a. Contract Values and Change Orders Not to Exceed $200,000.

Upon the recommendation of the Director of Purchasing, the General Superintendent shall have the duty, responsibility and power to enter into contracts and approve all change orders and contract modifications for goods, services, and construction for use by the Park District, where the contract value or change order does not exceed $200,000.

b. Interim Payments.

The General Superintendent or their designee shall have the duty, responsibility, and power to approve all interim payments on all contracts.

c. Emergency Powers.[16]

The General Superintendent or their designee due to the emergency circumstances shall have the duty, responsibility and power to enter into and make expenditures, not exceeding $200,000, on contracts for labor, services, work, property, material and supplies for the use of the Park District required by emergencies, where the emergency expenditures are necessary as a result of circumstances that call for immediate action and which are necessary to (1) prevent material loss or damage to property, bodily injury, loss of life, or to protect the health, safety, security, or well-being of the Park District's patrons, staff, or third-parties present in Park District buildings or on Park District property, (2) to or protect against further loss or damage, (3) prevent or minimize serious disruption in Park District services, (4) ensure the integrity of Park District records, or (5) . Emergency procurements may be negotiated with one source or on a limited competition basis, depending upon

[13] Amended 11-10-1999; 01-25-2023
[14] Amended 01-25-2023; amendments introduced 09-09-2026
[15] Amended 9-8-1992; 01-25-2023
[16] Amended 01-25-2023

the circumstances.

For emergency expenditures exceeding $200,000, the General Superintendent shall obtain written approval of the President of the Board or their designee due to the emergency circumstances. Where practicable, and as soon as possible, the President and/or General Superintendent shall inform all members of the Board on the nature of the emergency, its consequences and the proposed action. No expenditure under this Section, either singly or in aggregate, shall exceed $500,000.

d. Insurance Contracts.

The General Superintendent shall have the duty, responsibility and power to make all expenditures for, enter into and approve all contracts for insurance, including, but not limited to health, general liability and property damage insurance.

e. Legal Services.[17]

The General Counsel, with the approval of the General Superintendent, has the authority to retain outside counsel to provide legal services in connection with specific litigation (actual or threatened) or other specified legal tasks, retain experts, and take all action required to fulfill the duties and obligations imposed upon the General Counsel pursuant to Chapter 6, Section A of the Code, subject to appropriation. The Board, by resolution, may, in any specific instance, override this subsection and require Board approval before attorneys are retained for a particular matter.

f. Contingent Contracts.[18]

The General Superintendent shall have the duty, responsibility and power to enter into any contract in which the fees earned by the Contractor are contingent upon revenue generated by the Contractor, a transaction or processing fee associated with revenue generated by the Park District, or any cost savings to the Park District.

C. 3. Board of Commissioners[19]

Except where the Director of Purchasing or General Superintendent has been given the authority to enter into contracts, approve change orders and contract modifications and approve expenditures, as set forth in Sections C.1. and C.2., the Board shall have the duty, responsibility and power to enter into all contracts, approve all change orders, and reject bids. All contracts approved by the Board shall be executed by the General Superintendent.

[17] Amended 01-25-2023
[18] Amended 12-18-1991; 01-25-2023
[19] Amended 01-25-2023

a. Contract Values and Change Orders Exceeding $200,000.[20]

The Board shall have the duty, responsibility and power to enter into contracts for goods, services, and construction for use by the Park District, where the contract value or change order exceeds $200,000.

With regard to contracts approved by the Board under this Section, the ~~Board shall separately approve the exercise of an extension option provided for in the original contract.~~General Superintendent or their designee has authority to authorize any extension options provided in the Board's initial authorization. Provided however that the Board may specifically retain authority to exercise extension options where specified in the Board's authorization of the original contract.

b. Pre-Qualified Contractor Pools.

The Board may authorize the General Superintendent to enter into individual contracts with contractors included in approved pre-qualified pools of contractors, subject to the terms and procedures set forth in the request for qualifications and further subject to caps set by the Board. In the event that a project award or expenditure to the pre-qualified pool is in excess of the cap, it must be presented to the Board for approval before the project is awarded to a contractor or a contractor is issued a notice to proceed.

C. 4. Reports to the Board[21]

a. Contracts: All contracts approved by the Director of Purchasing pursuant to Section C.1.a. or the General Superintendent pursuant to Section C.2.a. and f. and extension options exercised or not exercised pursuant to Section C.3.a must be reported by the Director of Purchasing to the Board on a quarterly basis.

b. Change Orders:

(1) All change orders approved by the Director of Purchasing pursuant to Section C.1.a. or the General Superintendent pursuant to Section C.2.a. must be reported by the Director of Purchasing to the Board on a quarterly basis. The quarterly report shall include a brief description of the change; the original contract amount and MBE/WBE percentages; the net change by previous Change Orders in dollar amount and by percentage and the MBE/WBE percentages; the total contract amount prior to the current Change Order being submitted and the MBE/WBE percentages; the net increase/decrease in contract amount with the current Change Order in

[20] Amendments introduced 09-09-2026

[21] Amended 01-25-2023 (~~the Amendments to this Section have an~~ effective date ~~of~~ 03-01-2023); amendments introduced 09-09-2026

dollar amount and by percentage and the MBE/WBE percentages; and the revised contract amount with the MBE/WBE percentages.

(2) If a Change Order, either singular or in the aggregate, exceeds 20% of the original contract value, a report or memorandum must be submitted to the Board to explain the aggregate changes. The Board may require the Director of Purchasing and/or the contracting department to provide a public presentation at a subsequent Board Meeting to explain the aggregate Change Orders.

c. **Payments for Professional Services:** All persons providing professional services to the Park District pursuant to this chapter shall be paid upon submitting documentation of services performed and expenses incurred, acceptable in form and in substance to the General Superintendent or their designee, and upon preparation of a voucher complying with Chapter VI., Section C.4.(i) and (j). The General Superintendent or their designee shall submit, upon request from the Board, a report identifying each Business/Consultant who has been paid for performing professional services for the Park District.

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Section D. - Selection of Contractors[22]

D. 1. Competitive Bids[23]

a. Purchases or Contract Values Between $2015,000 and $520,000.

All purchases or contract values involving an expenditure between $2015,000 and $520,000 shall be awarded pursuant to a procurement process whereby three competitive written quotations are obtained. Good faith competitive solicitations that do not yield three legitimate written quotations may be deemed to satisfy the procurement process requirements of this section at the discretion of the Director of Purchasing. Award shall be made to the person offering the lowest acceptable quotation. The names of the businesses submitting written quotations and the date and amount of each written quotation shall be recorded and maintained as a public record.

b. Contract Values Exceeding $520,000.

(1) Competitive Sealed Bids Required.[24]

All contracts for labor, services, work, property, materials and supplies for the use of the Park District, the expense of which will exceed $520,000, except as otherwise provided by this Section, shall be awarded, upon advertisement for sealed bids, to the bidder regarded as being the Lowest Responsible and Responsive Bidder.

~~**(2) Competitive Sealed Bids Not Required.**[25]~~

~~The provisions of this Section requiring advertisement and competitive bidding may be suspended if the General Superintendent finds that the public interest will be better served. The provisions of this Section requiring advertisement and competitive bidding shall not in any event apply to contracts in any of the following cases:~~

~~**(a)** for emergency expenditures pursuant to Section C.2.c.;~~

~~**(a)** for real property, personal property, or items that are unique or of such type that are available from only one source, including but not limited to, the purchase of magazines, books, periodicals, and~~

[22] Amended 9-8-1992; 11-10-1999; 01-25-2023
[23] Amended 01-25-2023; amendments introduced 09-09-2026
[24] Amended 5-28-1991; 01-25-2023
[25] ~~Amended 12-30-1946; 10-28-1946; 01-25-2023~~

~~similar articles of educational or instructional nature;~~

~~**(a)** where a sole supplier's item is needed for trial use or testing;~~

~~**(a)** where the General Superintendent has determined, in cases involving contracts with contract value not exceeding $200,000, that competitive sealed bidding is not practicable or not advantageous to the Park District or competitive sealed proposals or competitive sealed qualifications are solicited pursuant to this Chapter, Section D. 2.;~~

~~**(a)** where the Board or, in cases involving contracts to be approved by the Director of Purchasing pursuant to this Section C.1. or by the General Superintendent pursuant to Section C.2., is retaining a contractor to provide professional services and has determined that:~~

~~**(0)(1)** the cost or delay associated with competitive sealed bids makes them not in the interest of the Park District;~~
~~**(0)(1)** it unlikely that multiple proposals would be submitted in response to requests for proposals;~~
~~**(0)(1)** a particular contractor's specialized experience or skill in dealing with the matter under consideration makes it appropriate to retain that contractor without recourse to competitive procedures; or~~
~~**(0)(1)** where, because of other special circumstances, the advantages to the Park District of selecting a particular consultant on a noncompetitive basis outweigh the likely benefits of selecting by competitive procedures; provided, however when the Board retains a contractor to provide professional services without competitive procedures, the Board shall state, the identity of the contractor and the reasons for dispensing with competitive procedures in selecting that contractor;~~

~~**(a)** for legal and audit services;~~

~~**(a)** for the purchase of insurance, including but not limited to health, general liability and property damage insurance;~~

~~**(a)** for professional financial services and training;~~

~~**(a)** for professional services to be rendered in connection with debt issuance;~~

~~**(a)** catering services; and~~

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~~**(a)** for goods or services procured from another government entity or agency.~~

(2~~3~~) Invitation for Bids.

In each case the invitation for bids shall be in such form as shall be prescribed by the Purchasing Director. The invitation for bids shall be published once at least ten days excluding Sundays and legal holidays before the day set for receiving bids, in one or more newspapers of general circulation in the metropolitan Chicago area; but, when deemed expedient, further publications may be ordered by the Purchasing Director in technical publications. The invitation for bids shall include the following:

(a) instructions and information to bidders concerning the bid submission requirements, including the time and date set for receipt of bids, the address (which may be a physical or virtual location including a website) ~~of the office~~ to which bids are to be delivered, a description of the proposed contract or agreement in sufficient detail to enable prospective bidders to know what their obligations will be either in the advertisement or by reference to the specification and/or detailed plans on file at the time of the publication of the first announcement, and any other special information;

(b) the purchase price, description, evaluation factors, delivery or performance schedule, and such inspection and acceptance requirements as are not included in the purchase description; and

(c) the contract terms and conditions, including warranty and bonding or other security requirements, as applicable.

An extension of time may be granted for the opening of such bids upon publication in a newspaper of general circulation in the metropolitan Chicago area. The extension of time shall not be less than 5 days after the publication, thereof, Sundays and legal holidays excluded.

(34) Evaluation Criteria.

The invitation for bids shall set forth either in the advertisement or by reference to the specifications and/or detailed plans, any evaluation criterion to be used in determining product acceptability. It may require the submission of bid samples, descriptive literature, technical data, or other material. The invitation for bids may also provide for accomplishing any of the following:

(a) inspection or testing of a product prior to award for such characteristics as quality or workmanship;

(b) examination of such elements as appearance, finish, taste, or feel; or

(c) other examinations to determine whether the product conforms with any other purchase description requirements.

(45) Pre-Bid Conferences.

Pre-bid conferences may be conducted to explain the procurement requirements. Such conferences shall be announced in the advertisement or by written amendment to all prospective bidders known to have received an invitation for bids shall be notified of the pre-bid conference. Nothing stated at the pre-bid conference shall change the invitation for bids unless a change is made by written amendment. If a transcript is made, it shall be a public record and provided to all prospective bidders known to have received an invitation for bids.

(56) Amendments to Invitations for Bids.

Amendments to invitations for bids shall be identified as such and shall require that the bidder acknowledge receipt of all amendments issued. The amendment shall reference the portions of the invitation for bids it amends. Amendments shall be used to:

(a) make any changes in the invitation for bids such as changes in quantity, purchase descriptions, delivery schedules, and opening dates;

(b) correct defects or ambiguities; or

(c) furnish to other bidders information given to one bidder if such information will assist the other bidders in submitting bids or if the lack of such information would prejudice the other bidders.

Amendments shall be sent to all prospective bidders known to have received an invitation for bids. Amendments shall be distributed within a reasonable time no less than five working days prior to the opening to allow prospective bidders to consider them in preparing their bids. If the time and date set for receipt of bids will not permit such preparation, such time shall be increased to the extent possible in the amendment or, if necessary, by ~~facsimile~~ electronic mail or telephone and confirmed in the amendment.

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(67) Modification or Withdrawal of Bid Prior to Opening.

Bids may be modified or withdrawn by written notice received by the Director of Purchasing prior to the time and date set for bid opening. A telegraphic or ~~facsimile~~ electronic mail transmission modifying or withdrawing the bid received by the Director of Purchasing prior to the time and date set for bid opening will be effective. If a bid is withdrawn in accordance with this Section, the bid deposit, if any, shall be returned to the bidder. All documents relating to the modification or withdrawal of bids shall be made a part of the appropriate procurement file.

(78) Bid Deposits ~~Required~~.[26]

In each case, bids may be accompanied by deposits in accordance with the following scale:

(a) If the estimated cost of the improvement or work to be done or the materials or supplies to be furnished totals an aggregate amount less than five million dollars the amount of the deposit shall not be in excess of five percent of the total aggregate amount and if so required in the advertisement for bid shall so specify.

(b) If the estimated cost of the improvement or work to be done or the material or supplies to be furnished totals an aggregate amount of more than five million dollars, but less than fifteen million dollars, then the amount of the deposit shall not be in excess of four percent of the total aggregate amount and if so required in the advertisement for bid shall so specify.

(c) If the estimated cost of the improvement or work to be done or the material or supplies to be furnished totals an aggregate amount in excess of fifteen million dollars then the amount of the deposit shall not be in excess of three percent of the total aggregate amount and if so required in the advertisement for bid shall so specify.

Such bid deposit shall be in the form of money order, cashier's check issued by a bank in good standing, a certified check drawn on a bank in good standing payable to the order of the Park District, or a bid bond executed by a surety satisfactory to the Director of Risk Management of the Park District, and shall be forfeited to the Park District in the event the bidder shall neglect or refuse to enter into a contract and give bond, as hereinafter

[26] Amended 7-8-1969

required, to execute the work or furnish the materials or supplies for the price mentioned in their bid and according to the plans and specifications in case the contract shall be awarded him/her.

(89) Bid Opening.

All bids shall be received by the Director of Purchasing. Bids shall be opened publicly by the Director of Purchasing or their designee in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as may be specified by regulation, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection.

(910) Late Bids, Modification and Withdrawals After Bid Opening.

After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Park District or fair competition shall be permitted. Except as otherwise provided by regulation, 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 Director of Purchasing. Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late. No late bid, late modification, or late withdrawal will be considered. Bidders submitting late bids that will not be considered for award shall be so notified as soon as practicable. Records shall be made and kept for each late bid, late modification, or late withdrawal.

(a) Minor Informalities.

Minor informalities are matters of form rather than material changes in the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. The Director of Purchasing may waive such informalities or allow the bidder to correct them depending on which is in the best interest of the Park District. Such information may include the failure of a bidder (i) to return the number of signed bids required by the invitation for bids; (ii) sign the bid, but only if the unsigned bid is accompanied by other documents which shall be signed by an authorized officer of the company indicating the bidder's intent to be bound; or (iii) acknowledge receipt of an amendment to the invitation for bids, but only if it is clear from the bid that the bidder received the amendment and intended to be bound by its terms.

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(b) Mistakes Where Intended Correct Bid is Evident.

If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of the bid document are typographical errors, extending unit prices, transposition errors, and arithmetical errors.

(101) Award of Contract.

The contract is to be awarded to the Lowest Responsible Responsive Bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids or has not been debarred pursuant to this Chapter. In determining the past performance and responsibility of bidders, the Board, or the General Superintendent in contracts involving expenditures not exceeding $200,000 shall consider not only pecuniary ability but also integrity, past performance, fitness, capacity, capability and skill necessary to fulfill the terms of the contract faithfully and conscientiously, and to furnish the materials and do the work considered best to meet the requirements of the Park District. In any case in which the Board or, in cases involving contracts not exceeding $200,000, the General Superintendent shall make a finding that one of several bidders is the lowest responsible and responsive bidder there need be no distinct finding or record against any other bidder. Pursuant to this Chapter, bids shall be unconditionally accepted without alteration or correction, except as authorized in this Chapter. Bids shall be evaluated based on the requirements set forth in the invitation for bids. No criteria may be used in bid evaluation that are not set forth in the invitation for bids.

(112) Single Bid Response.

If only one bidder who is determined to be a Responsible Bidder responds to an invitation for bid, an award may be made to that bidder only if the Board or, in cases involving contracts not exceeding $200,000, the General Superintendent, finds that the price submitted is fair and reasonable; and

(a) other prospective bidders had reasonable opportunity to respond;

(b) there is not adequate time for re-advertisement for bid, or

(c) the equipment is available only from one source.

(123) Tie Bids.

If two or more bids meeting the specifications and all other requirements of the Invitation for Bids are tied for low price, the bids will be evaluated based on the following criteria in addition to the criteria described in this Chapter, Section D.1.b.(12).

(a) If the tied bidders include a bidder or bidders whose principal place of business is located in the City, the City bidder shall be preferred over bidders with their place of business not in the City.

(b) If the contract cannot be awarded based on Section D.1.b.(123)(a) ~~of this Chapter~~, the award shall be made by lot to one of the tied bidders unless the Board or, in cases involving contracts to be approved pursuant to this Chapter, Section C.2., the General Superintendent determines that splitting the award among two or more of the tied bidders is in the best interest of the Park District. Awards shall be split if such language has been stated in the Invitation for Bids, if splitting is feasible given the type of good or service requested, and if overall pricing would be significantly lowered balanced against costs of administering multiple contracts or if delivery would be better ensured, or if necessary or desirable to promote future competition.

(134) Mistakes Discovered After Award.

Mistakes shall not be corrected after award of the contract except when the Board, or, in cases involving contracts to be approved pursuant to this Chapter, Section C.2., the General Superintendent, upon recommendation of the Director of Purchasing, makes a determination that it would be unconscionable not to allow the mistake to be corrected. When a bid is corrected or withdrawn, or correction or withdrawal is denied, the Director of Purchasing shall prepare a written determination showing that the relief was granted or denied in accordance with this Chapter.

(145) Return of Bid Deposits After Bid Opening or Award of Contract.

Bid deposits shall not be returned after bid opening or after award of contract except that the Board, or in the cases involving contracts to be approved pursuant to this Chapter, Section C, the Director of Purchasing, may approve the return of a bid deposit where a clear and obvious error has been made by the Lowest Responsible Bidder and a written determination is made that it would be unconscionable not to allow the return of the bid deposit. The Director of Purchasing shall prepare a written determination showing that the relief was granted or denied in accordance with this Chapter.

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D. 2. Competitive Proposals

a. Conditions for Use - Generally.[27]

When the ~~General Superintendent~~Director of Purchasing determines ~~in writing~~ that the use of competitive sealed bidding is either not practicable or not advantageous to the Park District ~~pursuant to Section D.1.b.(2)(e)~~, a contract may be entered into by competitive sealed proposals. In making such determination, the ~~General Superintendent~~Director of Purchasing ~~shall~~ may consider the following:

(1) whether the primary consideration in determination award may not be price alone or the contract needs to be other than a fixed-price type;

(2) whether oral or written discussions may need to be conducted with offerors to further determine their relevant experience, technical and performance capability, and/or the qualitative technical and pricing aspects of their proposals;

(3) whether offerors may need to be afforded the opportunity to revise their proposals including price;

(4) whether the award may need to be based upon a comparative evaluation of differing price, quality and contractual factors in order to determine the most advantageous offering to the Park District. Quality factors include technical and performance capability and the content of the technical proposal;

~~(4)~~(5) if prior procurement of similar goods or services indicates that competitive sealed proposals may not result in a more beneficial contract for the Park District; and

~~(5)~~(6) whether the proposed contract involves the selection of a consultant to provide professional services.

b. Request for Proposals.

Proposals shall be solicited through a request for proposals. The request for proposal shall include the following:

(1) instructions and information to offerors concerning the submission

[27] Amended 01-25-2023; amendments introduced 09-09-2026

requirements, including the time and date set for receipt of proposals, the address (which may be a physical or virtual location including a website) ~~of the office~~ to which proposals are to be delivered;

(2) the purchase description, evaluation factors, including price, delivery or performance schedule, and such inspection and acceptance requirements as are not included in the purchase description;

(3) Guidelines pursuant to Section D.1.b.(3)(a)-(c) of the Invitation for Bids of this Chapter;

(4) the certain necessary contract terms and conditions, including warranty and bonding or other security requirements, as applicable;

(5) a statement that discussions may be conducted with offerors who submit proposals being selected for award, but that proposals may be accepted without such discussions; and

(6) a statement of when and how price should be submitted.

c. Public Notice.

(1) Generally.

Adequate public notice of the request for proposal shall be given within a reasonable time, not less than ten calendar days prior to the date set forth therein for the opening of proposals. The public notice shall state the place, date, and maximum time for proposal submission.

(a) in a newspaper of general circulation; and

(b) in a newspaper of general circulation in the Chicago metropolitan area pertinent to the procurement, or in a newspaper or other publication directed to a special audience if appropriate.

(2) Limited Public Notice to Pre-Qualified Prospective Offerors.[28]

When the Director of Purchasing determines in writing that because of the complexity of, the need for an expedited bid and award process, or the specialized experience or skill required for work or activities for which the Park District may need for the proposed work for which proposals are to be requested, it is more practical or more advantageous to the Park District to limit the number of proposals to be received and considered by the Park

[28] Amended 01-25-2023

District, the Director of Purchasing may give public notice of a request for proposals using an existing pre-qualified listing or pool. Publications in a newspaper shall not be required. The selection of prospective offerors to receive public notice shall be based on:

d. Pre-Proposal Conference.

Pre-proposal conferences may be conducted to explain the procurement requirements. The conference shall be announced to all prospective offerors known to have received a request for proposal. The conference should be held long enough after the request for proposal has been issued to allow offerors to become familiar with it, but sufficiently before opening to allow consideration by the offerors of the conference results in preparing their offers. Nothing stated at the pre-proposal conference shall change the request for proposals unless a change is made by written amendment, if a pre-proposal conference was required therein, or the notice of pre-proposal conference shall so provide. If a transcript is made it shall be a public record and provided to all those prospective offerors known to have received a requested proposal.

e. Amendments.

Amendments to request for proposals shall be identified as such and shall require that the offeror acknowledge receipt of all amendments issued. The amendment shall reference the portions of the request for proposal it amends. Amendments shall be sent to all prospective offerors known to have received a request for proposal. Amendments shall be distributed within a reasonable time to allow prospective offerors to consider them in preparing their proposals. If the time and date set for receipt of proposals will not permit such preparation, such time shall be increased to the extent possible in the amendment pursuant to this Chapter and shall be provided to all those prospective offerors known to have received a request for proposal or, if necessary, by ~~facsimile~~ electronic mail or telephone and confirmed by prospective in their proposal.

f. Modification.

Proposals may be modified or withdrawn prior to the established due date. For the purposes of this Chapter, Section D.2.c., the established due date is either the time and date announced for receipt of proposals or receipt of modifications to proposals, if any; or if discussions have begun, it is the time and date by which best and final offers must be submitted, provided that only offerors who submitted proposals by the time announced for receipt of proposals may submit best and final offers.

g. Late Proposals, Late Withdrawals, and Late Modifications.

Any proposal, withdrawal, or modification received after the established due date

at the place designated for receipt of proposals is late. A late withdrawal or modification may not be accepted except at the discretion of the Director of Purchasing who may determine that such receipt is in the best interest of the Park District.

h. Receipt of Proposals.[29]

Proposals and modifications shall be received by the Department of Purchasing and time-stamped or logged upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a register of proposals shall be prepared in accordance with regulations promulgated by the Purchasing Director, and shall be open for public inspection only after award of the contract. The register of proposals shall include for all proposals, the name of each offeror; the number of modifications received, if any, and a description sufficient to identify the supply, service, or construction item offered. Proposals shall not be opened publicly so as to avoid disclosure of contents to competing offerors during the process of negotiation and shall be opened in the presence of one or more employees of the Purchasing Department and when possible, an employee from the requisitioning office, department or division.

i. Evaluation of Proposals.

The request for proposals shall state all of the evaluation factors, including but not limited to past performance, price, and their relative importance.

(1) Evaluation.

The evaluation shall be based on the evaluation factors set forth in the request for proposals. Numerical rating systems may be used but are not required. Factors not specified in the request for proposals shall not be considered.

(2) Classifying Proposals.

Proposals shall be initially classified as:

(a) acceptable or potentially acceptable; and

(b) non-responsive, non-responsible, incomplete or otherwise unacceptable.

The Director of Purchasing shall ensure that a record is kept regarding the basis for classifying a proposal as acceptable or potentially acceptable and

[29] Amended 01-25-2023

make it part of the procurement file. Offerors whose proposals are nonresponsive, non-responsible, incomplete or otherwise unacceptable shall be so notified promptly.

j. Discussion with Responsible Offerors and Revisions to Proposals.

As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals at the discretion of the Director of Purchasing, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

(1) Purposes of Discussions.

Discussions are held to:

(a) promote understanding the Park District's requirements and the offerors' proposals, and

(b) facilitate arriving at a contract that will be most advantageous to the Park District taking into consideration price and the other evaluation factors set forth in the request for proposals.

(2) Conduct of Discussions.

The Director of Purchasing should establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of the proposals, the request shall be amended to incorporate such clarification or change at the discretion of the Director of Purchasing. Any substantial oral clarification of a proposal shall be reduced to writing by the offeror. The Director of Purchasing shall keep a record of the date, place and purpose of meetings and those attending.

(3) Best and Final Offers.

The Director of Purchasing shall establish a common date and time for the submission of best and final offers. Best and final offers shall be submitted only once; provided, however, the Director of Purchasing may make a written determination that it is in the Park District's best interests and require another submission of best and final offers. Otherwise, no discussion of or

changes in the best and final offers shall be allowed prior to award. Offerors shall also be informed that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

k. Mistakes in Proposals.

(1) Mistakes Discovered After Receipt of Proposals but Before Award.

Where mistakes in proposals are discovered after receipt of proposals but before award, the following procedures shall apply.

(a) During Discussions; Prior to Best and Final Offers of Proposals.

Once discussions are commenced with any offeror or after best and final offers are requested, any offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

(b) Minor Informalities.

Minor informalities, unless otherwise corrected by an offeror as provided in this Section, shall be treated as they are under competitive sealed bidding pursuant to this Chapter, Section D.1.

(c) Correction of Mistakes.

If discussions are not held or if the best and final offers upon which award will be made have been received, mistakes may be corrected and the intended correct offer considered only if the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

(d) Withdrawal of Proposals.

If discussions are not held, or if the best and final offers upon which award will be made have been received, the offeror may be permitted to withdraw the proposal if:

(i) the mistake is clearly evident on the face of the proposal and the intended correct offer is not;

(ii) the offeror submits evidence which clearly and convincingly demonstrates that a mistake was made but does not demonstrate the intended correct offer; or

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(iii) the offeror submits proof of evidentiary value which clearly and convincingly demonstrates the intended correct offer, but to allow correction would be contrary to the fair and equal treatment of the other offerors.

(2) Mistakes Discovered After Award.

Mistakes that are not material may be corrected or withdrawn, except as may be determined at the discretion of the Director of Purchasing or a written determination shall be prepared showing that relief was granted or denied in accordance with these regulations. The Director of Purchasing shall prepare the determination.

l. Award.

Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Park District taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

D. 3. Competitive Qualifications

a. Conditions for Use - Generally.

When the Director of Purchasing determines in writing that because of the complexity of the proposed work, the need for an expedited bid and award process, or the specialized experience or skill required for work or activities for which the Park District may have need from time to time and that it is more practical or more advantageous to the Park District to dispense with competitive bidding and with competitive sealed proposals, the Director of Purchasing may give public notice of a request for qualifications, as provided in Section D.2.c.(2)(a), to be selected to provide services the nature being considered by the Park District within the year following the deadline for submission of qualifications.

b. Request for Qualifications.

Responses shall be solicited through a request for qualifications. The request for qualifications shall include the following:

(1) instructions and information to offerors concerning the submission requirements, including the time and date set for receipt of qualifications, the address (which may be a physical or virtual location including a website) ~~of the office~~ to which qualifications are to be delivered, the maximum time

for qualifications acceptance by the Park District and any other special information;

(2) financial and business references; and

(3) information on experience and areas of expertise.

c. Pre-Submission conference.

Pre-submission conferences may be conducted to explain the submission requirements. The conference shall be announced to all prospective offerors known to have received a request for qualifications. The conference should be held long enough after the request for qualifications has been issued to allow offerors to become familiar with it, but sufficiently before opening to allow consideration of the conference results in preparing their submissions. Nothing stated at the pre-submission conference shall change the request for qualifications unless a change is made by written amendment, if a pre-submission conference was required therein, or the notice of a pre-qualification conference shall so provide. If a transcript is made it shall be a public record and provided to all prospective offerors who attended the pre-submission conference.

d. Amendments.

Amendments to request for qualifications shall be identified as such and shall require that the offeror acknowledge receipt of all amendments issued. The amendment shall reference the portions of the request for qualifications it amends. Amendments shall be sent to all prospective offerors known to have received a request for qualifications. Amendments shall be distributed within a reasonable time to allow prospective offerors to consider them in preparing their submission. If the time and date set for receipt of qualifications will not permit such preparation, such time shall be increased to extent possible in the amendment or, if necessary, by ~~facsimile~~ electronic mail or telephone and confirmed in the amendment.

e. Modification.

Qualifications may be modified or withdrawn prior to the established due date. For the purposes of this Chapter, Section D.3., the established due date is either the time and date announced for receipt of qualifications or receipt of modifications to qualifications, if any.

f. Late Responses, Late Withdrawals, and Late Modifications.

Any responses, withdrawal, or modification received after the established due date at the place designated for receipt of qualification is late. A late withdrawal or modification may not be accepted except at the discretion of the Director of

Purchasing who may determine that such receipt is in the best interest of the Park District.

g. Receipt of Qualification.[30]

Responses and modifications shall be received by the Department of Purchasing and time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of qualification responses, a register of responses shall be prepared in accordance with the regulations promulgated by the Director of Purchasing and shall be open for public inspection. The register of qualification responses shall include for all respondents, the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the service offered. Responses shall be opened in the presence of one or more employees of the Purchasing Department and when possible, an employee from the requisitioning office, department or division.

h. Evaluation of Qualification.

The request for qualifications shall state all of the evaluation factors and their relative importance.

(1) Evaluation.

The evaluation shall be based on the evaluation factors set forth in the request for qualifications. Numerical rating systems may be used but are not required. Factors not specified in the request for qualifications shall not be considered.

(2) Classifying Qualifications.

Qualifications shall be initially classified as:

(a) acceptable or potentially acceptable; and

(b) nonresponsive, nonresponsible, incomplete or otherwise unacceptable.

The Director of Purchasing shall ensure that a record is kept regarding the basis for classifying a proposal as acceptable or potentially acceptable and make it part of the procurement file. Offerors whose responses are non-responsive, non-responsible, incomplete or otherwise unacceptable shall be so notified promptly.

i. Discussion with Responsible Offerors and Revisions to Qualifications.

[30] Amended 01-25-2023

As provided in the request for qualifications, discussions may be conducted with responsible offerors who submit qualification responses determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsibleness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of qualification responses.

(1) Purposes of Discussions.

Discussions are held to:

promote understanding of the Park District's requirements as it relates potential Contract and the offerors' qualifications.

(2) Conduct of Discussions.

The Director of Purchasing should establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the offeror's response, the response at the discretion of the Director of Purchasing, may be amended to incorporate such clarification or change. Any substantial oral clarification of a qualification shall be reduced to writing by the offeror. The Director of Purchasing shall keep a record of the date, place and purpose of meetings and those attending.

j. Award.

The names of offerors determined to be acceptable shall be placed on a list for a period of time as established in the request for qualifications. Awards may be made to the responsible offeror or offerors whose qualifications have been determined in writing to be the most advantageous to the Park District for the particular work involved taking into consideration the evaluation factors set forth in the request for qualifications. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

D. 4. <u>Cancellation or Rejection of Bids/Proposals/Qualifications</u>

An invitation for bids, a request for proposals, a request for qualifications, or other solicitation may be cancelled, or any or all bids or proposals or qualifications may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the Park District in accordance with regulations promulgated by the Director of Purchasing. The reasons for the rejection shall be made part of the contract file. Each solicitation issued by the Park District shall state that the solicitation may be cancelled as provided in this Section.

a. Prior to Opening.

(1) Prior to opening, a solicitation may be cancelled in whole or in part when the Director of Purchasing determines in writing that such action is in the Park District's best interest for reasons including but not limited to:

(a) the Park District no longer requires the supplies, services, or construction;

(b) the Park District no longer can reasonably expect to fund the procurement; or

(c) proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

(2) When a solicitation is cancelled prior to opening, notice of cancellation shall be sent to all persons solicited.

(3) The notice of cancellation shall:

(a) Identify the solicitation;

(b) briefly explain the reason for cancellation; and

(c) where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurements of similar supplies, services, or construction.

b. After Opening.

(1) After opening but prior to award, all bids, proposals, or qualifications may be rejected in whole or in part when the Director of Purchasing determines in writing that such action is in the Park District's best interest for reasons including, but not limited to:

(a) the supplies, services, or construction being procured are no longer required;

(b) ambiguous or otherwise inadequate specifications were part of the solicitation;

(c) the solicitation did not provide for consideration of all factors of significance to the Park District;

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(d) prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;

(e) all otherwise acceptable bids, proposals or qualifications received are at clearly unreasonable prices; or

(f) there is reason to believe that the bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith.

(2) a notice of rejection should be sent to all persons that submitted bids, proposals or qualification responses.

c. Documentation.

The reasons for cancellation or rejection shall be made a part of the procurement file and shall be available for public inspection.

d. Rejection of Individual Bids, Proposals or Qualification Responses.

(1) General.

This Section applies to rejections of individual bids, proposals or qualification responses in whole or in part.

(2) Notice in Solicitation.

Each solicitation issued by the Park District shall provide that any bid, proposal or qualification responses may be rejected in whole or in part when in the best interest of the Park District.

(3) Reasons for Rejection.

(a) Bids.

Reasons for rejecting a bid are not limited to:

(i) the business that submitted the bid is non-responsible.

(ii) the bid is not responsive because it does not conform in all material respects to the invitation for bids; or

(iii) the supply, service, or construction item offered in the bid is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates

or other acceptability criteria set forth in the invitation for bids.

(b) Proposals and Qualification Responses.

Reasons for rejecting proposals or qualification responses include but are not limited to:

(i) the business that submitted the proposal is non-responsible;

(ii) the proposal or qualifications fails to meet the announced requirements of the Park District in some material respect; or

(iii) the proposed price exceeds budgetary constraints or is clearly unreasonable.

(4) Notice of Rejection.

Upon request, unsuccessful bidders or offerors shall be advised of the reasons therefore.

~~**D. 5. "All or None" Bids or Proposals**~~

~~Only when provided by the solicitation may a bid or proposal limit acceptance to the entire bid or proposal offering. Otherwise, such bids or proposals shall be deemed to be non-responsive. If the bid proposal offering is properly so limited, the Park District shall not reject part of such bid or proposal and award on the remainder.~~

~~**D. 6. Electronic Signatures**~~[31]

~~Any proposal for contract, bid, affidavit, certification or form required by or submitted in connection with the conduct of any business, procurement, certification, investigation or other activity by the Director of Purchasing, may be accepted in electronic format subject to compliance with accepted means and methods of verification and authentication of electronic signatures. Nothing herein shall require a vendor to submit any materials electronically.~~

~~**D. 7. Cooperative Purchasing**~~[32]

~~**a.** When it is in the best interest of the Park District, the Director of Purchasing may use Cooperative Purchasing to join in another governmental entity's contract with~~

[31] ~~Added 2-8-2012~~
[32] ~~Added 2-8-2012~~

its respective vendor or contractor. For the purposes of this Section the following terms shall be defined as follows:

(1) "Cooperative Procurement Contract" shall mean a contract entered into by a vendor for goods or services with a governmental entity (including federal, state or local entity) other than the Park District, or a group or consortium of the same, as a result of a public procurement process followed by such governmental entity or entities.

(2) "Park District Contract" shall mean a contract for goods or services entered into with a vendor selected by the Director of Purchasing through Cooperative Purchasing.

b. The terms of the Park District Contract and the Cooperative Procurement Contract shall be the same except that a Park District Contract may contain:

(1) pricing or compensation terms equivalent to, or more favorable to the Park District than, those contained in the Cooperative Procurement Contract. A Park District Contract shall not contain higher pricing than is contained in the Cooperative Procurement Contract;

(2) a period of duration, i.e., a term, which varies from the term of the Cooperative Procurement Contract;

(3) such additional provisions as the Director of Purchasing determines to be in the best interests of the Park District; or

(4) such insertions to or deletions from the Cooperative Procurement Contract as are required by law or ordinance applicable to the Park District.

c. As a condition of entering into a Park District Contract, every vendor shall make such disclosures to the Park District as are required by law or required from other Park District vendors and shall comply with those requirements of the Park District Code providing for the "Minority-Owned and Women-Owned Business Enterprise Program" (Section F of this Chapter).

D. 8. Alternative Procurement Methods[33]

The Director of Purchasing, may purchase or lease goods, equipment, work and services, or auction or otherwise dispose of Park District surplus goods and equipment, and salvage and scrap, using alternative procurement methods including but not limited to electronic procurement, reverse auctions electronic bidding, electronic auctions, and pilot procurement programs that have no cost to the Park District. In order to implement

[33] Added 2-8-2012

~~alternative procurement methods either directly or through a service provider, the Director of Purchasing must make a determination that such process is competitive and most advantageous to the Park District.~~

~~**a.** As an alternative or in addition to directly conducting procurement using alternative procurement methods, the Director of Purchasing may enter into a service contract with a service provider in order for the service provider to conduct reverse auctions, electronic auctions, or provide an on-line or electronic forum for competitive bids, requests for qualifications and proposals and other types of innovative methods of procurement on the Park District's behalf. The service contract may contain such terms as the Director of Purchasing deems necessary and advantageous to the Park District, including, but not limited to, terms that specify the source and amount of the service provider's compensation. The Director of Purchasing, either directly or through a service provider, is authorized to charge the winning bidder a reasonable service fee in order to cover part or all of the Park District's costs associated with the service contract, including the costs of engaging a service provider.~~

~~**b.** Pursuant to the Park District Code and applicable state and federal laws, the Director of Purchasing shall have the power to adopt rules and regulations for the proper administration and enforcement of the provisions of this Section.~~

D.5~~9~~ Competitive Procurement Not Required.[34]

~~(2) Competitive Sealed Bids Not Required.[35]~~

The provisions of this Section requiring advertisement and competitive ~~bidding~~procurement may be suspended if the Director of Purchasing pursuant to Section C.1, the General Superintendent pursuant to Section C.2, or the Board pursuant to Section C.3 finds that the public interest will be better served. The provisions of this Section requiring advertisement and competitive procurement~~bidding~~ shall not in any event apply to contracts in any of the following cases:

a. for emergency expenditures pursuant to Section C.2.c.;

b. for real property, personal property, or items that are unique or of such type that are available from only one source, including but not limited to, the purchase of magazines, books, periodicals, and similar articles of educational or instructional nature;

[34] Amended 12-30-1946; 10-28-1946; 01-25-2023; amendments introduced 09-09-2026 (previously Section D.1.b.(2))

c. where a sole supplier's item is needed for trial use or testing;

d. where competitive procurement is not practical or not advantageous to the Park District, as determined by the Director of Purchasing pursuant to Section C.1, the General Superintendent pursuant to Section C.2 or the Board pursuant to Section C.3 ~~the General Superintendent has determined, in cases involving contracts with contract value not exceeding $200,000, that competitive sealed bidding is not practicable or not advantageous to the Park District or competitive sealed proposals or competitive sealed qualifications are solicited pursuant to this Chapter, Section D. 2.;~~

e. where the ~~Board or, in cases involving contracts to be approved by the Director of Purchasing pursuant to this Section C.1. or by the General Superintendent pursuant to Section C.2.,~~Park District is retaining a contractor to provide professional services and the Director of Purchasing pursuant to Section C.1, the General Superintendent pursuant to Section C.2 or the Board pursuant to Section C.3~~-~~ has determined that:

(1) the cost or delay associated with competitive sealed bids makes them not in the interest of the Park District;

(2) it unlikely that multiple proposals would be submitted in response to requests for proposals;

(3) a particular contractor's specialized experience or skill in dealing with the matter under consideration makes it appropriate to retain that contractor without recourse to competitive procedures; or

(4) where, because of other special circumstances, the advantages to the Park District of selecting a particular consultant on a noncompetitive basis outweigh the likely benefits of selecting by competitive procedures; provided, however when the Board retains a contractor to provide professional services without competitive procedures, the Board shall state, the identity of the contractor and the reasons for dispensing with competitive procedures in selecting that contractor;

~~**e.**~~**f.** for legal and audit services;

~~**f.**~~**g.** for the purchase of insurance, including but not limited to health, general liability and property damage insurance;

~~**g.**~~**h.** for professional financial services and training;

~~**h.**~~**i.** for professional services to be rendered in connection with debt issuance;

~~**i.**~~**j.** catering services; and

k. for goods or services procured from another government entity or agency.

D. ~~7~~6. Cooperative Purchasing[36]

a. When it is in the best interest of the Park District, the Director of Purchasing may use Cooperative Purchasing to join in another governmental entity's contract with its respective vendor or contractor. For the purposes of this Section the following terms shall be defined as follows:

(1) "Cooperative Procurement Contract" shall mean a contract entered into by a vendor for goods or services with a governmental entity (including federal, state or local entity) other than the Park District, or a group or consortium of the same, as a result of a public procurement process followed by such governmental entity or entities.

(2) "Park District Contract" shall mean a contract for goods or services entered into with a vendor selected by the Director of Purchasing through Cooperative Purchasing.

b. The terms of the Park District Contract and the Cooperative Procurement Contract shall be the same except that a Park District Contract may contain:

(1) pricing or compensation terms equivalent to, or more favorable to the Park District than, those contained in the Cooperative Procurement Contract. A Park District Contract shall not contain higher pricing than is contained in the Cooperative Procurement Contract;

(2) a period of duration, i.e., a term, which varies from the term of the Cooperative Procurement Contract;

(3) such additional provisions as the Director of Purchasing determines to be in the best interests of the Park District; or

(4) such insertions to or deletions from the Cooperative Procurement Contract as are required by law or ordinance applicable to the Park District.

c. As a condition of entering into a Park District Contract, every vendor shall make such disclosures to the Park District as are required by law or required from other Park District vendors and shall comply with those requirements of the Park District Code providing for the "Minority-Owned and Women-Owned Business Enterprise Program" (Section F of this Chapter).

D. ~~8~~7. Alternative Procurement Methods[37]

[36] Added 02-08-2012; amendments introduced 09-09-2026 (previously Section D. 7)
[37] Added 2-8-2012; amendments introduced 09-09-2026 (previously Section D.8)

The Director of Purchasing, may purchase or lease goods, equipment, work and services, or auction or otherwise dispose of Park District surplus goods and equipment, and salvage and scrap, using alternative procurement methods including but not limited to electronic procurement, reverse auctions electronic bidding, electronic auctions, and pilot procurement programs that have no cost to the Park District. In order to implement alternative procurement methods either directly or through a service provider, the Director of Purchasing must make a determination that such process is competitive and most advantageous to the Park District.

a. As an alternative or in addition to directly conducting procurement using alternative procurement methods, the Director of Purchasing may enter into a service contract with a service provider in order for the service provider to conduct reverse auctions, electronic auctions, or provide an on-line or electronic forum for competitive bids, requests for qualifications and proposals and other types of innovative methods of procurement on the Park District's behalf. The service contract may contain such terms as the Director of Purchasing deems necessary and advantageous to the Park District, including, but not limited to, terms that specify the source and amount of the service provider's compensation. The Director of Purchasing, either directly or through a service provider, is authorized to charge the winning bidder a reasonable service fee in order to cover part or all of the Park District's costs associated with the service contract, including the costs of engaging a service provider.

b. Pursuant to the Park District Code and applicable state and federal laws, the Director of Purchasing shall have the power to adopt rules and regulations for the proper administration and enforcement of the provisions of this Section.

D. 85. "All or None" Bids or Proposals[38]

Only when provided by the solicitation may a bid or proposal limit acceptance to the entire bid or proposal offering. Otherwise, such bids or proposals shall be deemed to be non-responsive. If the bid proposal offering is properly so limited, the Park District shall not reject part of such bid or proposal and award on the remainder.

D. 96. Electronic Signatures[39]~~40~~

Any proposal for contract, bid, affidavit, certification or form required by or submitted in connection with the conduct of any business, procurement, certification, investigation or other activity by the Director of Purchasing, may be accepted in electronic format subject to compliance with accepted means and methods of verification and authentication of electronic signatures. ~~Nothing herein shall require a vendor to submit any materials~~

[38] Amendments introduced 09-09-2026 (previously Section D. 5)
[39] Amendments introduced 09-09-2026 (previously Section D. 6)

~~electronically.~~

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Section E. - Construction Contracts[41]

E. 1. Performance and Payment Bonds and Indemnity Agreements in Construction Contracts[42]

Whenever any work for construction or improvement is let by contract, the contractor shall furnish a bond with good sufficient sureties or other acceptable guarantee or insurance in an amount equal to the total amount the Park District is obligated to pay under such contract, unless a lower amount is fixed by the Board. The bond shall insure faithful performance and payment of the contract in the time and manner prescribed in the contract which includes all loss, damages, claims, liabilities, judgments, costs and expenses which may in anywise accrue against the Park District in consequence of the granting of the contract, or which may in anywise result there from or the carelessness or neglect of such contractor, their agents, employees or workers in any respect whatsoever. It shall be so conditioned also that when any judgment shall be recovered against the Park District by reason of carelessness or negligence of such contractor, or their agents, employees or workers, and when due notice of the pendency of such suit has been given by the Park District to such contractor, such judgment shall be conclusive against such contractor and their obligees under such contract, not only as to the amount of damages but also as to the liability. The bond shall be conditioned further to provide for the payment of all claims and demands whatsoever which may accrue to it and every person who shall be employed by the contractor, or any assignee or subcontractor of such contractor in or about the performance of such contract. It shall be conditioned, also, for the payment of all claims and demands whatsoever which may accrue to each and every person so employed, or to the beneficiaries of any such person, under any applicable laws relating to compensation to workers for accidental injuries or death; and said contract shall contain a provision that the contractor shall insure his liability to pay the compensation and shall pay all claims and demands for compensation for accidental injuries or death under the provisions of the Illinois Workers' Compensation Act; and also that when any judgment or award of any board of arbitrators shall be rendered against the Park District of any suit or claim arising under the aforementioned act, such judgment or award shall be conclusive against such contractor and their obligees under the contract, not only as to the amount of damages, but as to their liability. Such contracts shall contain such other conditions and provisions as the General Counsel may deem necessary and proper.

E. 2. Performance and Payment Bonds and Indemnity Agreements in Contracts Not Involving Construction

Except in construction contracts, as provided in this Chapter, Section E.1., a bond with sufficient sureties or other acceptable guarantee or insurance in such amount sureties or other acceptable guarantee or insurance in such amount as shall be deemed adequate, not only to insure performance of the contract in the time and manner prescribed in the contract,

[41] Amended 11-10-1999
[42] Amended 10-10-1978; 9-8-1992

but also to save, indemnify and keep harmless the ~~municipality~~ Park District against all loss, damages, claims, liabilities, judgments, costs and expenses which may in accrue against the Park District in consequence of the granting of the contract, or which may in anywise result there from, may be required when, in the opinion of the Director of Purchasing, the public interest will be served thereby. All contracts and obligations so taken shall be in the name of and run to the Park District. It shall be conditioned, also, for the payment of all claims and demands whatsoever which may accrue to each and every person so employed, or to the beneficiaries of any such person, under any applicable laws relating to compensation to workers for accidental injuries or death; and said contract shall contain a provision that the contractor shall insure his liability to pay the compensation and shall pay all claims and demands for compensation for accidental injuries or death under the provisions of the Illinois Workers' Compensation Act; and also that when any judgment or award of any board of arbitrators shall be rendered against the Park District of any suit or claim arising under the aforementioned act, such judgment or award shall be conclusive against such contractor and their obliges under the contract, not only as to the amount of damages, but also as to their liability. All contracts and performance and payment bonds or indemnity agreements shall be approved as to legal form by the General Counsel or and all performance and payment bonds or indemnity agreements shall be approved as to sufficiency and surety by the Director of Risk Management. The provision of this Section requiring performance and payment bonds shall not in any event apply to contracts for the purchase of standard manufactured motor vehicles.

E. 3. Execution of Contracts[43]

All contracts approved by the Board pursuant to this Chapter, Section C.3. shall be executed by the General Superintendent and attested to by the Secretary on the part of the Park District. All contracts approved by the General Superintendent pursuant to this Chapter, Section C.2. shall be executed by the General Superintendent. No contract shall be binding upon the Park District, nor shall any work contracted for, commenced or any materials or supplies be delivered there under, until such contract has been duly executed.

E. 4. Change Orders[44]

All change orders as defined and authorized under this chapter shall be submitted in writing by an authorized representative from the initiating user department. The written documentation indicates (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the unit of the Park District and authorized by law.

Change orders for construction contracts are subject to the requirements set forth in Section C (Power to Contract).

[43] Amended 10-10-1978
[44] Amended 01-25-2023

E. 5. Certain Rights Reserved by Board

In all contracts executed on behalf of the Board, there shall be reserved to the same, or their duly authorized representative, the right to decide all questions as to the proper performance of the work, or the quality or quantity of materials or supplies furnished. In cases of improper construction or the furnishing of defective material, or the noncompliance with any of the terms and conditions of the contract forfeited, the Board reserves the right to exercise any and all legal remedies available to ensure the proper completion of the performance under terms and conditions of the contract. These remedies include but are not limited to: re-advertising to fix the amount of damages, if any, which the contractor or contractors, failing to properly construct such work, in such cases of default, should pay to the Park District according to the just and reasonable interpretation of such contract.

E. 6. Contractor Liability, Covenants and Conditions to be Inserted in Contract[45]

Whenever the Park District shall let any work or improvement which shall require the digging up, use or occupancy of any public way or other public place of the Park District, substantial covenants requiring such contractor to put up and maintain such barriers and lights during the nighttime as will effectually prevent the happening of any accident for which the Park District might be liable in consequence of such digging up, use or occupancy of any public way or other public place, shall be inserted in the contract and also such other covenants and conditions as experience may prove necessary to save the Park District harmless from damages. Such contract shall provide that the party contracting with the Park District shall be liable for all damages occasioned by the digging up, use or occupancy of such public way or other public place, or which may result there from in accordance with all applicable city ordinances, rules and regulations and State and Federal laws.

E. 7. Reservation of Payment and Final Payment[46]

On all construction contracts involving periodic payments, a reserve of ten percent of the contract value shall be retained until final completion of the contract.

a. The reserve may be reduced by the General Superintendent or their designee for construction contracts where the remaining work is solely after-care landscaping, in which case the reserve shall be equal to ten percent of the value of the landscaping portion of the contract.

b. The reserve may be reduced by the General Superintendent or their designee for

[45] Amended 5-12-1992
[46] Amended 7-19-1989; amendments introduced 09-09-2026

construction contracts involving an expenditure exceeding $200,000 where the amount of the value of the remainder work is less than five percent of the whole contract, in which case the reserve may be reduced to an amount equal to double the value of the remaining work, but not less than two percent of the value of the contract.

No such payment shall be made unless the money applicable to the payment of such work or contract is available; and the material and supplies have been provided or the work has been performed in compliance with the terms and conditions of the contract. Final payment shall in no way affect the right of the Park District to enforce the complete performance of the contract against the contractor or any surety, or to sue for the recovery of damages for failure to do so, nor shall it affect the terms of contractor's guarantee.

E. 8. Failure of Contractor to Pay Subcontractors, Workers, and Employees[47]

Every contract shall have a provision allowing the Director of Purchasing to order and direct that no further payments be made upon a contract where the Director of Purchasing has reason to believe that the contractor has neglected or failed to pay any subcontractor, worker, or employee for work performed on or about any public improvement or other work contracted until the Director of Purchasing shall be satisfied that such subcontractor, worker, or employee has been fully paid. Contractors shall pay their subcontractors within a reasonable time period not to exceed thirty days upon satisfactory completion of work and upon receipt by Contractor of payment from the Park District. It shall be further stated that the contractor shall pay the salaries of its employees performing work under the contract unconditionally and not less than once monthly without deduction or rebate on any account except only the payroll deductions that are mandatory or permitted by law or regulations. Contractors shall be required to comply with all applicable Illinois Statutes relating to wages and hours (Prevailing Wage Act, the Employment of Illinois Workers on Public Works Act, the Public Works Preference Act, the Illinois Workers' Compensation Act, and all applicable Anti-Kickback laws and regulations and the Illinois Code of 1961, 720 ILCS 5/33E-1 et seq.).

E. 9. Notice to Contractor that Payments Will Not Be Issued Until Subcontractors, Workers, and Employees Are Paid; Payment of Subcontractors, Workers, and Employees With Monies Due Contractor

Whenever the General Superintendent and/or their designee shall notify the contractor by written notice ~~personally served or by leaving a copy thereof at~~ sent to the contractor at its~~'s~~ last known place of business that no further payments will be made on the contract until the subcontractors, workers, and employees have been paid, and the contractor shall neglect or refuse, for the space of ten days after such notice shall have been sent~~rved~~ to pay such subcontractors, workers, and employees, it shall and may be lawful for the Park

[47] Amended 01-25-2023

District, once determined by the Park District that the services have been performed satisfactorily in accordance with the terms of the contract, to apply any money due or that becomes due under the contract to the payment of such subcontractors, workers, and employees without other or further notice to said contractor. The failure of the Park District, however, to retain and order or direct that no further payments be made, shall not, nor shall the paying over of such reserved percentage without such subcontractors, workers or employees being first paid, in any way affect the liability of the contractor, or their sureties, to the Park District, or to any such subcontractors, workers or employees upon any bond given in connection with such contract.

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Section F. - Minority and Women Owned Business Enterprise Program[48]

F. 1. Policy[49]

The Board hereby establishes a goal of awarding not less than 25% of the annual aggregate dollar value of all contracts to qualified MBEs and 5% of the annual aggregate dollar value of all contracts to qualified WBEs.

The Board and the General Superintendent will retain independent experts to periodically review the Minority and Women Owned Business Enterprise Program to ensure that the Park District continues to have a compelling interest in continuing the Program and not being a passive participant in any discrimination within the Chicago area market for goods, services, and construction and that the Program remains narrowly tailored to accomplish that interest.

F. 2. Implementation of the Program

In order to achieve the goals stated in Section F.1. of this Chapter, in addition to the other measures provided herein the following measures shall be taken:

a. The Director of Purchasing shall insert within the specifications for each contract, except contracts for which the Director of Purchasing, the General Superintendent, or the Board has suspended the need for competitive selection pursuant to Section D.5.~~1.b.(2)~~ of this Chapter, a requirement that the contractor commit to the expenditure of at least 25% of the MBE percentage of the dollar value of the contract with one or more MBEs and at least 5% of the WBE percentage of the dollar value with one or more WBEs, unless the Director of Purchasing, subject to the approval of the General Superintendent, determines that a different percentage commitment should apply based on the availability of MBEs and WBEs in the applicable industry, service or commodity code. A business enterprise owned by a woman, who is a member of a Minority Group, may be counted on a particular contract as a MBE or a WBE but not both. This commitment may be met by the following:

(1) contractor's status as a MBE or WBE;

(2) by a joint venture with one or more MBEs or WBEs as prime contractor to the extent of the MBE or WBE participation in such joint venture;

(3) by subcontracting a portion of the work to one or more MBEs or WBEs;

(4) by the purchase of materials or services for the work from one or

[48] Added Section 9-12-1989; Amended 4-23-1991; 12-18-1991; 01-25-2023
[49] Amended 01-25-2023

more MBEs or WBEs;

(5) by the indirect participation of MBEs or WBEs in other aspects of the contractor's business, but no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor; and

(6) by any combination of the foregoing.

A contractor's bid is non-responsive if it does not identify the MBE and WBE utilization and contain a commitment to at least the MBE and WBE percentage commitment stated in the contract specifications, unless a reduction of that percentage has been granted pursuant to Section F.3. of this Chapter.

b. The Director of Purchasing shall insert within the specifications for each contract a requirement that the contractor include in its bid proposal the following language: "During the performance of this contract, the contractor agrees that it shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, or sexual orientation in the solicitation for or purchase of goods or services, or the subcontracting of work in the performance of this contract."

c. The Director of Purchasing shall review each proposed contract modification request that, by itself or aggregated with previous modification requests, increases the contract value by 10% of the initial contract value or $50,000, whichever is less, for opportunities to increase participation of MBEs or WBEs already involved in the contract.

d. The Director of Purchasing shall consider the extent of each bidder's commitment to MBE and WBE participation as further evidence of the responsibility and responsiveness of the bidder.

e. The Director of Purchasing shall insert in each contract containing a commitment to MBE and WBE participation:

(1) a requirement of periodic reporting by the contractor to the Director of Purchasing on all expenditures made to achieve compliance with the foregoing provisions. Such reports shall include the following:

(a) the name and business address of each MBE and WBE solicited by the contractor to work as a subcontractor or supplier on the contract and the responses received by the contractor to such solicitation;

(b) the name and business address of each MBE and WBE actually

involved in the contract;

(c) a description of the work performed and/or product or service supplied by each MBE or WBE, the date and amount of each expenditure;

(d) and such other information as may assist the Director of Purchasing in determining the contractor's compliance with the foregoing provisions; and

(e) the MBE or WBE status of any contractor performing any portion of the contract.

(2) remedies for a contractor's non-compliance with the commitment to MBE and WBE participation, including an agreement to pay damages to the MBEs and WBEs which were under-utilized due to no fault of the MBE or WBE. The unexcused reduction of MBE and WBE participation in connection with a contract including any modification thereof shall entitle the affected MBEs and WBEs to damages pursuant to such agreement. Such remedies shall include an undertaking by the contractor to submit any dispute concerning such damages to binding arbitration by an independent arbitrator, other than any department or agency of the Park District, with reasonable expenses, including attorneys' fees and costs, being recoverable by a prevailing MBE or WBE. The Purchasing Division shall adopt rules and procedures governing such arbitrations, subject to the approval of the General Superintendent. Nothing herein shall be construed to limit the rights of and remedies available to the Park District, including the right to seek its own liquidated damages pursuant to the contract.

(3) uniform provisions permitting the termination of the contract by the Park District upon the disqualification of the contractor as MBE or WBE, if (a) the contractor's status as MBE or WBE was a factor in the award of the contract, and (b) such status was misrepresented by the contractor.

(4) uniform provisions permitting termination of the contract by the Park District upon the disqualification of any MBE or WBE subcontractor or supplier of goods or services if (a) the subcontractor's or supplier's status as MBE or WBE was a factor in the award of the contract and (b) the status of the subcontractor or supplier was misrepresented by the contractor. In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall discharge the disqualified subcontractor or supplier and, if possible, identify and engage a qualified MBE or WBE as its replacement.

(5) uniform provisions allowing the Director of Purchasing access to the

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contractor's books and records, including without limitation payroll records, tax returns and records, and books of account, on five business days' notice, to allow the Director of Purchasing to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the Park District for any purpose.

f. The Director of Purchasing shall send notices to MBEs and WBEs who have been identified as subcontractors in accordance with Section F.2.e.(1) of this Chapter, including therein notification of the right of arbitration provided in Section F.2.e.(2) of this Chapter.

g. The Director of Purchasing shall include MBEs and WBEs on solicitation mailing lists, and encourage that they be solicited for suitable contracts.

h. The Director of Purchasing shall include with the bid specifications for each contract a list of certified MBEs and WBEs that are available to perform the work required by the specifications or otherwise make such a list available.

i. The Director of Purchasing shall review the bonding and insurance requirements applicable to MBEs, WBEs and small businesses and evaluate methods for reducing the burden imposed by such requirements, consistent with the protection of the Park District's interests.

j. In contracts involving MBEs or WBEs, the General Superintendent may expedite payments, may reduce retainages where appropriate, may pay the contractor a portion of the value of a contract at the time of award as an advance to cover startup and mobilization costs, and may take any other measures not inconsistent with this Chapter.

k. To the extent practicable, the Director of Purchasing shall ensure that MBE, WBE and small business invoices for payment are expeditiously processed.

l. Working with the General Counsel, the Director of Purchasing shall develop and issue regulations and prepare appropriate bid specification documents relating to the program, subject to the approval of the General Superintendent.

m. The Director of Purchasing shall supervise the implementation of the program and report to the General Superintendent and the Board on a quarterly basis the extent of achievement of the goal stated in Section F.1. of this Chapter, and the extent of the Park District's utilization of particular minority groups, along with any recommendations for modification of the goal or of the measures contained herein.

n. The Director of Purchasing shall maintain a copy of the City of Chicago directory of certified MBEs and WBEs, describing them by name, business address, classification and type of business. This directory shall be made available to any interested person during normal business hours.

F. 3. Reductions or Waivers of the MBE and/or WBE Goals

If, in connection with a particular contract, either during the bid or award process, before or during negotiation of the contract, or during the performance of the contract, the Director of Purchasing determines that it is impracticable or excessively costly to obtain qualified MBEs or WBEs to perform sufficient work to fulfill the contractual commitment, the Director of Purchasing shall, with the approval of the General Superintendent, reduce the commitment to MBE and WBE participation in the contract, as may be appropriate. The Director of Purchasing shall issue rules and regulations used in determining whether or not such a reduction or elimination is appropriate, setting forth the standards to be used, subject to the approval of the General Superintendent. Except as otherwise provided in such rules and regulations, a reduction shall be deemed appropriate if a contractor has made a good faith effort and such demonstrated such good faith efforts in the unsuccessfully solicitation of 50% or more of the MBEs or WBEs identified in the MBE and WBE directory in accordance with Section F.2.n. hereof and has documented such effort to the satisfaction of the Director of Purchasing.

F. 4. Target Market Program[50]

To facilitate the achievement of the goals stated in Section F.1. of this Chapter, the Director of Purchasing shall develop and coordinate a target market program for contracts bid pursuant to Sections D.1.a., D.2., and D.3. of this Chapter and/or professional service contracts and contracts which may be exempted to include the following elements:

a. Contracts bid pursuant to Sections D.1.a., D.1.b., D.2., and D.3 of this Chapter shall be eligible for inclusion in the target market program. The Director of Purchasing shall work with the officers and departments of the Park District to recommend for approval by the Board, or the General Superintendent in contracts involving expenditures not exceeding $200,000, the appropriate designation of any contracts as target market contracts. To the extent practicable, the Director of Purchasing shall divide the procurements so designated into contract award units of economically feasible production runs in order to facilitate offers or bids from MBEs and WBEs. The Director of Purchasing shall attempt to include in the target market program contracts requiring a variety of goods and services produced by different MBEs and WBEs and to designate contracts as target market contracts in proportion to MBE and WBE availability for the provision of such goods and services. MBEs and WBEs shall remain eligible to seek the procurement award of contracts which have not been designated as target market contracts.

[50] Amended 5-14-2008; 7-8-2009

b. The Director of Purchasing shall develop a list of MBEs and WBEs who are eligible to participate in the target market program, including the type of contract in which each MBE or WBE is interested in participating. The Director of Purchasing may make participation in the target market program dependent upon submission to stricter compliance audits than are generally applicable to participants in the program. The Director of Purchasing may develop guidelines to regulate the level of participation of individual MBEs and WBEs and may require MBEs and WBEs to participate in training programs offered by the Park District or other agencies as a condition to participation in the target market program.

c. Participation in the target market program shall be limited to MBEs, WBEs and joint ventures consisting exclusively of MBEs, WBEs or both. The prime contractor on a target market contract may subcontract up to 50% of the dollar value of the target market contract to subcontractors who are not MBEs or WBEs.

d. The Director of Purchasing may include in the target market program contracts which are funded by the state or federal government and may vary the standards of eligibility of the target market program (for example, by allowing the participation of DBEs) to the extent necessary to comply with the requirements of the government agency supplying the funding.

e. If no satisfactory bid or response is received with respect to a contract which has been designated as part of the target market program, the Director of Purchasing may delete such a contract from the target market program, in which case the contract shall be subject to the requirements of Sections F.1. and 2. of this Chapter.

F. 5. Construction Project Program

In order to achieve the goals stated in Section F.1. of this Chapter, the Director of Purchasing, together with any appropriate Park District employees so designated by the General Superintendent, shall develop a construction project program to encourage the use of MBEs and WBEs on large Construction contracts. The construction project program may include the following elements:

a. All departments contemplating a construction contract in excess of $250,000 shall notify the Director of Purchasing prior to creating contract specifications. The Director of Purchasing shall notify the General Superintendent upon receipt of such notice, and the General Superintendent shall thereafter designate a project task force to form a working group with the Director of Purchasing, the Director of Engineering, and any other department(s) with respect to such construction contract. In consultation with the working group, the Director of Purchasing shall set project specific mandatory subcontracting goals commensurate with the projected availability of qualified MBEs and WBES.

b. The Director of Purchasing and the project task force shall host one or more pre-bid conferences to acquaint potential prime contractors and MBE and WBE subcontractors with the project and to acquaint prime contractors with potential MBE and WBE subcontractors.

c. The project task force may offer general assistance to MBEs and WBEs concerning the subcontracting process and financial planning related to participation in the construction project program.

F. 6. Brokers

For purposes of determining compliance with any of the requirements of MBE or WBE participation in contracts under the several programs which constitute the program, contracts with MBEs or WBEs that involve performing the duties of a broker shall not be counted towards the MBE percentage or the WBE percentage.

F. 7. Annual Purchasing Plan

Each Department shall, in consultation with the Director of Purchasing and any other appropriate Park District staff, develop an annual purchasing plan to facilitate the inclusion of its procurement or contracting needs in the target market program, the construction project program, and the achievement of the goals contained in Section F.1.

F. 8. Credit Program

The Director of Purchasing shall establish a credit program whereby contractors may receive credit applicable to meeting the requirements set forth in Section F.2.a. and b., based on their utilization of MBEs and WBEs in projects not involving governmental funding. The credit program shall be reviewed annually by the General Superintendent and may be suspended by the General Superintendent upon a finding of substantial evidence of fraud in connection with the application for credits. The credit program shall include the following features:

a. Credits shall be awarded only for the use of MBEs or WBEs in projects which do not have government mandated affirmative action goals or to the extent of use in excess of government mandated affirmative action goals.

b. One dollar of credit shall be earned for each three dollars of eligible use.

c. Credit shall be awarded only to the party responsible for hiring the MBE or WBE and if there is more than one responsible party, credits shall be allocated ratably among such parties in order to prevent duplication.

d. Credits may be applied at the time a contract is awarded against the requirements set forth in Section F.2.a. and b. to reduce the requirements, dollar of requirement

for dollar of credit, up to a maximum credit of 5% of the dollar value of the contract.

e. Credits may not be applied more than one year after being awarded.

F. 9. Indirect Participation

The Director of Purchasing shall consider limited credit for the indirect use of M/WBEs that provide administrative support inclusive of goods and/or services facilitate the performance of the contract but were not purchased directly for purposes of the contract (i.e., purchases of copying or computer equipment, equipment maintenance or legal or financial services). The amount of credit would be calculated on an allocation of the cost of the M/WBEs' goods or services based on the fraction of the prime contractors' contract amount.

F. 10. Concession Permit Agreements

The Director of Concessions shall implement procedures to achieve the goal stated in Section F.1. of this Chapter. Concession permit agreements shall be eligible for inclusion in the target market program.

F. 11. Fraud and Misrepresentations

If the General Superintendent determines, after notice and a hearing before the Director of Purchasing, that a contractor, MBE or WBE has made fraudulent misrepresentations to the Purchasing Director regarding the utilization of MBEs or WBEs, or has colluded with another making such fraudulent misrepresentations, the contractor, MBE or WBE, as the case may be, shall be disqualified from contracting or subcontracting on additional contracts for a period of three years in accordance with Section G: Debarment and Suspension of this Chapter. No MBE or WBE shall be disqualified for collusive misrepresentations unless all parties with which the MBE or WBE was found to have colluded are also disqualified. The Park District shall regard as non-responsive any bid submitted during such three-year period which includes a disqualified entity as a Contractor, subcontractor or member of a joint venture. The Director of Purchasing shall maintain a list of such disqualified entities which shall be available for public inspection. In the event that a contractor submitting a bid is determined by the Director of Purchasing not to have been involved in any misrepresentation of status of a disqualified subcontractor included in the bid, the Director of Purchasing may allow the contractor to discharge the disqualified subcontractor and, if possible, identify and engage a qualified subcontractor as its replacement for inclusion in the bid. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject. The General Superintendent, through the General Counsel, shall inform the appropriate law enforcement officers of instances of fraudulent misrepresentation and collusion.

F. 12. Adoption of Administrative Rules and Regulations

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The Director of Purchasing at the direction of the General Superintendent of the Chief Financial Officer or designee shall promulgate administrative rules and regulations implementing Sections F.1. through 15. of this Chapter.

F. 13. Annual Review

The goals and operations of the program shall be reviewed annually by the Board.

F. 14. Severability

In the event that any Section, subsection, paragraph, clause or provision of Sections F.1. through 15 of this Chapter shall be held invalid by any court, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provision hereof. Notwithstanding anything to the contrary herein, if any section, subsection, paragraph, clause or provision of Sections F.1 through 15. shall be held invalid by any court, the Director of Purchasing shall, if necessary, adjust the percentages within Section F.1. to the extent necessary to comply with applicable law.

F. 15. This Section shall not apply to any of the following:

a. Any Contract publicly advertised prior to the effective date of this Code as amended.

b. Any Contract executed prior to the effective date of this Code as amended.

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Section G. - Debarment and Suspension[51]

G. 1. Policy[52]

The Board hereby establishes a policy and procedures for the debarment of Businesses in procurement transactions. After reasonable notice to the Business involved, and reasonable opportunity to be heard, the Director of Purchasing, after consultation with the Business, User Department, and the Legal Department, shall recommend to the Board a request to debar a Business "for cause" from consideration for award of contracts. The debarment period can be for a stated period of time or permanent. The Director of Purchasing, after consultation with the Business, User Department, and the Legal Department, shall have authority to recommend to the Board a request to suspend a Business from consideration for award of contracts if there is probable cause for debarment. The suspension shall not be for a period exceeding three (3) months.

G. 2. Implementation of the Program[53]

In order to achieve the goals stated in Section G.1. of this Chapter, in addition to the other measures provided herein, the following measures shall be taken:

The Director of Purchasing shall set forth procedures for excluding from participation in its procurement transactions and activities any Business by:

a. setting forth the acts or omissions that are grounds for debarment;

b. setting forth the consequences of a debarment or voluntary exclusion;

c. prescribing procedures providing due process that the Board shall use to debar or suspend any business;

d. providing for the maintenance and updating of a list of debarred participants and participants excluded from participation in covered transactions as defined under the policy; and

e. offering such other guidance as necessary for the effective implementation and administration of the Debarment and Suspension procedure.

[51] Section Added 11-10-1999
[52] Amended 03-09-2011
[53] Amended 03-09-2011