

Authority Purchasing Cards

The DuPage Airport Authority's credit cards may be used for small purchases in accordance with the rules and regulations. Appropriate approvals for purchases should be obtained prior to the purchase whenever possible.

CANCELLATION OR REJECTION OF BIDS OR PROPOSALS

Scope

The provisions of this rule shall govern the cancellation of any solicitation issued by the DuPage Airport Authority under competitive sealed bidding, competitive sealed Proposals, small purchases or any other source selection method and rejection of bids or Proposals, in whole or in part, whether rejected for being non-responsive or not responsible.

Policy

Solicitations should only be issued when there is a valid procurement need. Solicitations should not be issued to obtain estimates or to "test the water". A solicitation is to be canceled only when there are valid and compelling reasons to believe that the cancellation is in the DuPage Airport Authority's best interest.

Cancellation or Rejection of All Bids or Proposals Prior to Opening

Prior to opening of bids, a solicitation may be canceled, in whole or in part, when the Executive Director determines in writing that such action is in the DuPage Airport Authority's best interest for reasons including:

- a. The DuPage Airport Authority no longer requires the supplies, equipment, materials, or services.
- b. The DuPage Airport Authority can no longer reasonably expect to fund the procurement.
- c. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

Notice

When a solicitation is canceled prior to opening, notice of cancellation shall be sent to all businesses solicited and posted on the DuPage Airport Authority's website. The notice of cancellation shall identify the solicitation, explain the reason for the cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation.

After Opening

After opening, but prior to Award, any or all Bids or Proposals may be rejected, in whole or in part, when the Executive Director determines in writing that such action is in the DuPage Airport Authority's best interest for reasons including:

- a. The supplies, equipment, materials, or services being procured are no longer needed.
- 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 DuPage Airport Authority.
- d. Prices exceeded funds available and it would not be appropriate to adjust quantities or qualities to come within available funds.
- e. All otherwise acceptable bids or Proposals received are at clearly unreasonable prices or terms.
- 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.
- g. The bidder or party submitting the Proposal has failed to comply with the Political Contribution Disclosure requirements of this policy.

Documentation

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

Disposition of Documents

When Bids or Proposals are rejected or a solicitation canceled after bids or Proposals are received, the bids or Proposals which have been opened shall be retained in the procurement files or, if unopened, returned to the bidders or offerors upon request or otherwise disposed of.

PART IV - RESPONSIBILITY OF BIDDERS OR OFFERORS

APPLICATION

A determination of responsibility or irresponsibility shall be governed by this rule.

Standards of Responsibility

Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective contractor or vendor has:

- a. Available the appropriate financial, material, equipment, facility and personnel resources and expertise or the ability to obtain them necessary to indicate capability to meet all contractual requirements.
- b. A satisfactory record of past performance, including conduct and cooperation.
- c. A satisfactory record of integrity.

Information Pertaining to Responsibility

The prospective contractor shall supply information requested by the Executive Director concerning the responsibility of such contractor. If the contractor fails to supply the requested information, the Executive Director shall base the determination of responsibility upon any available information or may find the prospective contractor to be not responsible if such failure is unreasonable.

Ability to Meet Standards

The prospective contractor or vendor may demonstrate the availability of necessary financing, equipment, facilities, expertise, and personnel by submitting upon request:

- a. Evidence that such contractor or vendor possesses such necessary items.
- b. Acceptable plans to subcontract for such necessary items.
- c. A documented commitment from, or explicit arrangement with, a satisfactory source to provide the necessary items.

Written Determination of Responsibility Required

If a bidder or offeror who otherwise would have been awarded a Contract is found not responsible, a written determination of no responsibility setting forth the basis of the finding shall be prepared by the Executive Director. A copy of the determination shall be sent promptly to the non-responsible bidder or offeror. The final determination shall be made part of the procurement files.

Pre-Qualification

DuPage Airport Authority construction projects in excess of \$9,999.99 may require that the prospective contractor to be pre-qualified. On such construction projects, prospective contractors may be asked to submit a financial statement in accordance with the general provisions of the construction projects documents. All prospective contractors shall fill out and return a pre-qualification questionnaire. Pre-qualification may be required for other Authority Contracts and shall be determined on an individual basis by the Executive Director.

Protested Solicitations

Any actual or qualified prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or Award of a Contract may protest in writing to the Executive Director. Protests may be submitted anytime prior to Award; however, a Protest of an Award must be submitted in writing to the Executive Director within three (3) business days after the DuPage Airport Authority announces its intention to make the Award.

Subject of Protest

Protesters may file protest on any phase of solicitation, Bid, Proposal, or Award, including, but not limited to, procedure, specification, Award or disclosure of information marked confidential in the Bid or offer.

Form

The written Protest shall include, as a minimum, the following:

- a. The name and address of the protester.
- b. Appropriate identification of the procurement.
- c. A statement of the reasons for the Protest.
- d. Any available exhibit, evidence or documents substantiating the Protest.

Decision

The Executive Director shall provide a written determination to the protester within five (5) business days after receiving all relevant requested information.

Appeals

A written appeal of the decision issued by the Executive Director must be received by the Authority within 3 business days after the protestor's receipt of the decision. The Executive Director prior to making the final decision may elect to:

- a. Render an immediate decision in the matter;
- b. Request additional documentation or meetings with parties involved;
- c. Select a panel of 2 or more Authority employees who are not involved with the protested requirement to jointly conduct a hearing with individuals on either side of the issue; or
- d. Utilize any other method deemed appropriate to bring the matter to timely resolution.

However, the decision, once issued, shall be final and will complete the administrative procedure. The Executive Director shall issue the final decision within 7 calendar days after receiving such an appeal unless extended by mutual agreement by both parties involved.

Stay of Procurement During Protest

In the event of a protest in accordance with this Section, the Executive Director shall not proceed further with solicitation or Award of Contract until administrative remedies have been exhausted or until a written determination is made that Award of a Contract without delay is necessary to protect substantial interests of the DuPage Airport Authority.

Suspension or Debarment

The Executive Director may suspend or debar any vendors or contractors for the following:

- a. Default on awarded Contract. (debarment)
- b. Routinely performing unsatisfactory work (Suspension or debarment)

- c. Violation of Contract terms and conditions without cure or remedy (Suspension or debarment depending on severity)
- d. Have pending litigation against the Authority (may only be suspended pending results of litigation)
- e. Default on the payment of any taxes, license fees or other monies due the DuPage Airport Authority. (Suspension)
- f. Conviction for fraud or criminal acts while performing as a contractor on any Contracts, even those not associated or written by the Authority. (Debarment)
- g. If documentation substantiates a consistent past performance record of habitual or continuous unsatisfactory performance, safety violations, repeated violations of Contract provisions or delinquent performance by a contractor. (Suspension)
- h. Failure to comply with the Political Contribution Disclosure requirements of this policy (Suspension or Debarment)

The Executive Director may debar vendors from bidding on, or performing as a subcontractor on, any DuPage Airport Authority Contracts for a minimum period of 1 year up to a maximum of 3 years. Vendors may be suspended from doing any business with the Authority for a minimum period of 3 months up to a maximum period of 12 months. However, if a vendor under suspension fails to correct or cure the deficiency for which they have been suspended during the suspension period, the Executive Director may convert the suspension into a debarment. Prior to formally suspending or debarring any vendor, the Executive Director shall review and investigate all reasons and evidence supporting such a decision and shall inform the suspended or debarred vendor in writing of such decision.

The suspended or debarred vendor may, at the conclusion of the suspension or debarment period, submit a formal request to be removed from such status. Upon receipt of this request, the Executive Director will be required to investigate current and past performance since the suspension or debarment by the suspended contractor to determine responsibility.

PART V - SPECIFICATIONS

GENERAL PURPOSE AND POLICY

The purpose of a specification is to serve as a basis for obtaining a supply item or service adequate and suitable for the DuPage Airport Authority's needs in a cost-effective manner taking into account, to the extent practicable, the costs of ownership and operation as well as initial acquisition costs. It is the policy of the DuPage Airport Authority that Specifications permit maximum practicable competition consistent with this purpose.

Use of Functional or Performance Descriptions

Specifications shall, to the extent practicable, emphasize functional or performance criteria while limiting design or other detailed physical descriptions to those necessary to meet the need of the DuPage Airport Authority.

Preference for Commercially Available Products

To the extent practicable, preference shall be given to the procurement of standard commercial products. In developing Specifications, accepted commercial standards should be used and unique requirements should be avoided.

Brand Name or Equal Specifications - Conditions for Use

Brand Name or Equal Specifications may be prepared when it is in the best interest of the DuPage Airport Authority and when the item to be procured is best described by the use of such a specification. Brand Name or Equal Specifications shall seek to designate as many different brands as are practicable as "or equal" references and shall further state those substantially equivalent products which will be considered for Award.

Brand Name Specifications - Conditions for Use

Since use of a Brand Name Specification is restrictive, it may be used only when the brand name or items will satisfy the DuPage Airport Authority needs or the item is to be used for resale purposes. The Airport Authority shall seek to identify sources from which the designated brand name or item can be obtained and shall solicit such sources to achieve whatever degree of competition is practicable. If only one source can supply the requirement, the procurement shall be made under provisions herein.

Qualified Products List - Conditions for Use

A Qualified Products List may be developed when testing or examination of the materials or equipment is required prior to the issuance of the solicitation.

Specifications Prepared by Other Than Authority Staff

All Specifications prepared by other than DuPage Airport Authority Staff, including consultants, architects, engineers, and designers, shall not be restrictive but shall, to the extent practicable, allow for maximum competition.

PART VI - BONDS, INSURANCE & CONTRACTS

BID SECURITY - GENERAL

Invitations for Bids for construction, labor, and public improvement Contracts in excess of \$9,999 shall require the submission of bid security in an amount equal to at least five percent (5%) of the Bid, at the time the Bid is submitted. The Executive Director may set bid security requirements, in an amount of not more than 5% of the Contract amount, for other types and dollar amounts of Contracts if deemed necessary. The Executive Director may determine it necessary to require bid security on projects less than \$10,000 . If a bidder fails to accompany the Bid with the required bid security, the Bid shall be rejected as not responsive.

Acceptable Bid Security

Acceptable Bid security shall be limited to:

- a. A one-time Bid Bond underwritten by a company licensed to issue bonds in the State of Illinois.
- b. A bank cashier's check made payable to the DuPage Airport Authority.
- c. A bank certified check made payable to the DuPage Airport Authority.
- d. An irrevocable letter of credit in a form acceptable to the Authority.

The bid security is submitted as a guarantee that the Bid will be maintained in full force and effect for a period of not less than sixty (60) days after opening of the bids or as specified in the Invitation for Bids.

Contract Bonds

For Contracts in excess of \$9,999.99, a separate Performance Bond, Labor and Materials Payment Bond and Maintenance Bond may be required for all construction, labor, and public improvement Contracts each in the amount of 100% of the Contract price. The contractor shall deliver these bond(s) to the DuPage Airport Authority within 10 calendar days after receipt of the Notice of Award, or at the same time the Contract is executed. If the contractor fails to deliver the required Bond(s), the contractor's Bid or Contract may be rejected or terminated for default. The Bond(s) must be submitted on Bond form(s) prepared and approved by the DuPage Airport Authority's attorney and executed by a surety company authorized to do business in the State of Illinois. Performance, Payments and Material and Maintenance Bonds may be required on contracts less than \$10,000 if the Executive Director determines it to be in the Best Interest of the Authority.

Legal Review of Bonds/Insurance Certificates

All Bonds shall be on Bond Forms prepared and approved by the DuPage Airport Authority Attorney, including bonds required on solicitations/Contracts less than \$10,000 . All Contract Bonds or other sureties shall be reviewed with the Contract for legal sufficiency. Deletions or additions to the Bond terms by contractors or sureties shall not be permitted.

Insurance Requirements

The Executive Director may require such insurance as the Executive Director may deem necessary for the protection of the DuPage Airport Authority, or as may be required by the DuPage Airport Authority's Rules and/or Regulations. When a Contract requires contractor insurance, the insurance certificates shall be provided with the Contract, including all exceptions and riders attached to the certificate, and shall be reviewed for legal sufficiency by the DuPage Airport Authority Attorney. All Authority Contracts shall include a requirement for the provision of Worker's Compensation insurance. All contractors shall carry Worker's Compensation insurance. At a minimum, this insurance coverage shall be in the statutory amount. Independent Contractors shall carry Worker's Compensation insurance to cover themselves and any employees or agents working, or who may work, under the Authority Contract. Workers and contractors who are not protected by Worker's Compensation insurance shall not participate in a DuPage Airport Authority Contract.

Additional Bonding

If at any time during the continuance of a Contract a surety on the Contractor's bond or bonds becomes irresponsible, the DuPage Airport Authority shall have the right to require additional and sufficient sureties which the contractor shall furnish within 10 calendar days after written notice to do so. Such surety bond shall cover the entire Contract amount, regardless of changes in total Contract amount.

Exceptions

If it is deemed by the Executive Director to be in the DuPage Airport Authority best interest, the Executive Director may waive or reduce the dollar amounts of any bonds or insurance, except Worker's Compensation Insurance, if the actual Contract price is less than \$10,000 . However, in the event that the price or any construction, labor, or public improvement Contract for which the Executive Director has reduced or waived bonds should reach a value of \$9,999.99 or more, through change orders or otherwise, then the contractor may be required to provide separate bonds, each in the amount of 100% of the new Contract price, and additional insurance as determined by the Executive Director.

Execution of Contracts

All DuPage Airport Authority Contracts shall be procured in accordance with all applicable DuPage Airport Authority rules, ordinances, guidelines and state and federal laws. No DuPage Airport Authority Contract shall be approved or executed unless and until sufficient funds have been appropriated by the DuPage Airport Authority budget and are available for the Contract. All Contracts shall be written on DuPage Airport Authority's Contract forms (not other company's Contracts) and shall include provisions for termination in the event of non-appropriation of funds. The DuPage Airport Authority shall maintain the original of all Contracts.

Legal Review of Contracts

All DuPage Airport Authority Contracts in excess of \$9,999.99, and any other Contracts determined necessary by the Executive Director, shall be reviewed as to legal form by the DuPage Airport Authority attorney, except as may otherwise be provided in these rules or by direction of the DuPage Airport Authority Board of Commissioners. DuPage Airport Authority Contracts shall utilize only those Contract terms and standard forms, including Purchase Orders, which have been approved for use by the Executive Director and/or the DuPage Airport Authority's Attorney.

Legal Notice to Bidders - Required Contract Provisions

All Authority Contracts, regardless of dollar value, shall contain the DuPage Airport Authority appropriation of funds clause and shall contain a clause designating the law governing the Contract to be Illinois law and that the venue and court jurisdiction for all legal actions shall be the Eighteenth Judicial Circuit Court, DuPage County, Illinois, unless otherwise specifically required by federal or state Law.