



Chairman: Frank J. Vala
Members: Ed Bedore, Ricardo Morales, Larry Ivory, Bill Black

Minutes – March 16, 2017

Present in Springfield: Frank Vala
Ed Bedore
Bill Black

Via Telephone: Larry Ivory
Rick Morales

Chairman Vala called the March meeting of the Procurement Policy Board to order. Member Bedore made a motion to allow Member Rick Morales, and Member Larry Ivory to participate by via telephone. All members voting in a favor by saying “aye” and the motion carried.

The first agenda item was the approval of the February 24, 2017 minutes. Member Black made a motion to accept the minutes a printed, Member Bedore seconded the motion. All Members voted by saying “aye” and the motion carried.

The second agenda item was the discussion on the State Wide Licensing RFP. Attorneys John Stevens and Declan Binninger were present on behalf of the Active Network. Mr. Stevens stated that they had submitted a letter have outlined two critical areas of this contract. You will recall we raised some specific objections to the award because the State awarded the selective vendor, the right to engage in private negotiations to determine the scope, and the cost of future work. The state has essentially responded that the RFP required vendors to submit a rate card, they have fulfilled their legal responsibility to bid that contract. The States argument fails on a couple arguments. First and foremost, the process that the State chose in establishing hours with a single vendor for future work is not legally recognized alternative to competitive bidding. In fact, the term rate card doesn't exist in the procurement code or the procurement rules. However, this contract wasn't classified as professional or artistic where prices are a related factor, we had price a weighted factor in this contract, and here the contract was awarded based on that vendor's price even though it will be privately negotiated upwards after award. The last meeting in January the State went so far as to tell this Board the cost of this Project will not be increased without competitive bidding. That doesn't hold water on any level. The State has readily admitted the scope of award for future phases of this contract weren't in the RFP and the State does not plan to advertise subsequent SOW for other vendors to bid. Even assuming the rate cards serves to control the hourly rate, the lack of specificity of the work to be preformed destroys the States argument. The law requires the contract to be based on specification published in a RFP. In order to preserve the integrity of the bidding process you got to maintain the award based on what is contained in the RFP. Here the award is going to take the contract far beyond anything in the RFP. All the subsequent phases will be negotiated with one vendor. The State response when we raise this question, was that if they believe they are being taking advantage of that or that the vendor is being unreasonable, that they could chose to issue a new RFP for that subsequent work down the road. They say there not required to but they could. Their response ignores one really obvious question how will they know the vendor is being unreasonable if they haven't tested it with a competitive selection process without input from other industry participants as to what the project



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will cost. The State cannot know in a vacuum whether their selected vendor is being unreasonable. The only way to prevent this problem is to issue future RFP's or future RFI's for the future phases of this contracts. Even with the initial phase of the work for which a price was solicited, the RFP didn't cover all the mandatory costs. Specifically, the RFP required vendors to propose, and specify a price for point of sell kiosk, and provide us a telephone sales presence. The award of the contract was made even though the vendor didn't respond with a price for those items.

Our estimate is that the kiosk alone is over \$2 million. If this contract is allowed to go forward the State and vendor will necessarily engage in private negotiations to determine how much the State will pay for those kiosks. In conclusion this award the State committed to entering a contract with the vendor who noted the very real possibility the cost increases after contract execution due to the lack of specification in the contract. What that vendor identified is a possibility is now a certainty as the State will be obligated to purchase \$2 million worth of equipment that has not be competitively bid in order to fulfill its obligations of this contract. The issue before the Board is a perfect example of why Illinois Courts have consistently held private negotiations after contract award are prohibited, because only competitive bid can allow and ensure the most efficient use of tax payer's funds. Accordingly, we reiterate our request that you follow the guidance by the Procurement Code and the Illinois Courts.

Member Bedore stated that this is a very technical and unique situation as we all looked at it as our Attorney's looked at it, and I don't know if we have the expertise to adjudicate this. I don't think I can make a determination that is right or wrong on this issue. Member Black stated that this is complicated to figure out. I'm not an attorney I'm not sure we can render an impartial, accurate decision given what we have. I'm not comfortable rendering that decision at this point in time. Jeff Jurgens states the Board is not used to getting into this type of details technicalities but from a legal perspective I think this comes down to a little different issues. So the first question in my opinion is that this Board needs to determine whether or not it wants to conduct a formal review of this contract, and whether or not a clear violation of the code has been established. Here this is more of an issue whether or not the process I think was properly followed, and complied with, and so it's a little but unusual. and I've talked to Matt about it and the first step is to determine whether or not you want to conduct a more formal review with that discretion it does require 3 votes on this floor to do that. If that determinate was made then the next step would be to notify the contractor and do a formal hearing, and if they wanted to do so it would start a series of events that way; but I guess that would be the very high level overview of kind of the analysis as far as getting into some of the more legal specific issues we leave that to my confidential memorandum. Member Ivory asks if we decide not to take any action and stand out on this what happens then. Chairman Vala states that the vendors would go to Circuit Court, and get a clarification on the actual bidding. John Stevens replied that he thinks the important point to know if this Board declines to place this contract under review, then there is nothing stopping the Department from going forward and signing this contract in violation of the law. The Board is the last stop before this contract gets inked unless someone does something else. Jeff Jurgens says you could file an action in Circuit Court. John Stevens states it's always a possibility.

Member Morales asks Mr. Stevens, in your argument and your presentation, a lot of words that indicate an argument that this is actually like this other case. There are a lot of similarities but not necessarily 100% this is the case. For example, you might say moving forward the State would be required to purchase services. Is that in fact the case or is that something that would be negotiable? Can you clarify that for me? That they were required to purchase \$2 million dollars or is there an out where the State can



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say they are looking at some other comparables you will have to wait. John Stevens replies the State has required the vendor to provide point of sale terminals for the hunting and fishing licenses. These would be like a computer terminal at a Kmart Store. So the vendor is going to be responsible for negotiating with the State, on to how much the State is going to pay to reimburse the vendor for that up to \$2 million in equipment basically. Member Morales but the State might not be required to purchase? John Stevens says, I think the State's purpose on doing this is to bring the permitting out to the people and by those kiosks are the way you do that. And without having a bid in place they are at the mercy for what the vendor wants to charge them for the kiosks. It's going to be a mandatory part of the contract, and the States going to have to negotiate its way out of this it's a problem. Member Morales asks, moving forward here this is not a direct accusation by Active Network of NICUSA is it? Johns Stevens replies no this is a question on how the State conducted its procurement. NICUSA did what the State asks them to do and they responded to the RFP as it was written without any pricing, for the future services. But they did include a warning saying, we're giving you a price here it's about \$17 million dollars but it's a big risk because this price is going to get negotiated upwards because we don't know what the future phases hold. Member Morales asked if Active Networks do the same? John Stevens stated no, Active Network did not propose on this contract. We did not feel that the State gave enough time to submitting a competent bid so we did not try to. Member Morales so Active Network felt that the Sate did not give enough time for the State to receive other proposals? John Stevens replies that is correct. Member Morales asks what is the history of Active Networks and the State? John Stevens stated that Active Network has held the contract with the Department of Natural Resources to provide the camping, hunting, and fishing permits registration process for over 10 years. Member Morales and upon the new request they felt that there was not enough time to put forth a proposal correct? Mr. Stevens replies that because the way the RFP was constructed we weren't really comfortable with submitting a bid for future services when, we didn't know what was expected of us. Member Morales says as stated before, this situation has a lot of moving parts, a lot of technicalities, we have options of the Board and responsibilities as a Board but I did feel that I needed to ask a couple of questions. We have a full story and you're not being accused of anything you representing Active is for the sole purpose of arguing the point of a process is that correct? John Stevens replies yes the Procurement process that the State choose is flawed that's why we're here to bring that to your attention, and ask to take a closer look to see what exactly happen here. Because if this is allowed to go forward we may see a significant lack of competition for State contracts if other vendors are excluded from the negation table then the State will never know if they are getting a good value and the integrity of the procurement process will be challenged. Member Morales asks if the last 10 years that Active has been doing business if the State was that was a 10-year contract was that something that was provided after 5 years do you know? John Stevens replies yes; this contract is currently operating under a Sole Source extension as the State has continued to seek a Statewide solution but we have been on hold over sole source extensions for I believe 2 years.

Member Ivory asked was it impossible to determine the number of hours necessary to achieve the objective of the State or we didn't put it in there or was in impossible to do? I just want to make sure I understood how come we couldn't arrive at a number of hours, when we can arrive at the hourly rate. John Stevens replies we sighted to this Board the "Smith Court Case" and it is on all fours with this contract that was a difference purpose it wasn't a camping permitting



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licensing it was a development of a treatment plan. They awarded a contract and the governmental body said it's awfully complex were not going to be able to figure out what the future phases are going to be, and the Court looked at it and said the complexity of the project is no excuse for not bidding. There exist within the legal procurement guidelines to do request for RFI or subsequent RFP's. Where we challenge the State as saying that the phased approach means that the big money in the contract that is phases two through infinity are only going to be negotiated with only a single vendor.

Member Bedore states that he believes Mr. Stevens and his team have presented quite a case. I don't know if we have the expertise to sift through it all. But there are some questions regarding the State's RFP process, and depending on the outcome of all this say NICUSA would go ahead with this contract. I would hope that we would look at this, as we go down the line is there going to be \$2 million worth of equipment and how many hours in that. I'm not saying you're going to lose or they're going to win. But if they happen to win, then I think we should really follow this closely. Chairman Vala again stated that none of us are attorneys we have all been asked here to represent the Legislative body to follow their rules, and their Procurement process. We believe that the legal analyst of the CPO is legally sound and strong arguments are made to support this Procurement.

Next on the agenda was lease review. Lease 6632 in Olney was discussed. Member Bedore stated that one thing sticks out. We're paying \$1.11 per sq ft the inside sq ft for landscaping. Why are we paying for landscaping on somebody property? Susan Florence replies its lawn care; sometimes we do that. It's another negotiating feature and on occasion we do pay for lawn care in a particular facility. Member Bedore stated the lawn care is based on the sq ft of the inside of the building. Susan Florence explained that for our building purposes we have to break it down to some per square foot cost to bill back the agency. Member Bedore asked why would we do landscaping on somebody private property, why should the State of Illinois pay to have this person's lawn cut? Isn't that part of operating the building? We're paying for garbage, janitorial, water, sewer, were paying for electricity, gas, mat service okay all these things are for inside the building. How are we paying a \$1.11 to cut this person's lawn? I don't know why the State of Illinois would ever consider landscaping as a cost to the State. I can't agree on this one. Member Black stated that he has often wondered about lawn care companies putting in shrubbery, flowers, and stuff I always wondered who paid for that. If in fact it is the outside of the building, we don't own that property and we're not responsible for it in a legal sense of the word. So why do we do it here? Susan Florence states well we certainly would not be paying a company to put shrub in but we do mow the grass. If we're not paying it directly through a master contract it's going to be added into the higher cost of the base rent. Ms. Florence states in some leases we pay for snow removal, and some leases we don't. Chairman Vala asked if the State is contracting for all the maintenance on the building? Ms. Florence replies we contract the lawn care company yes. Chairman Vala states so this would be no different if you rent a house from somebody you got to maintain the yard. You're required to do that. If you're renting a whole building then the using agency I think depending on the lease would be responsible for that, snow removal, lawn



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care because you have rules and regulations within the city for the height of the grass that type of maintenance I'm sure we pay for a lot of grass cutting.

Member Morales states that it's a matter of classification in terms of the expensive a couple things. You can either separate the lawn care out or you can roll it into something. If they were to roll it into the base rent, then we would argue that the base rent might be too high. This isn't the first case as mentioned before. We probably do this with other leases, and you can't compare to snow removal, some other things. What I want to know in more detail what is the policy if there is one, for these types of item for the State. Is there a list of things that are negotiated? The purpose of discussing this do we say "oh we disagree" maybe it's in hold over right now I don't know the back story on this, but I agree with Member Bedore it's not something that we see all the time but I bet we have seen it before but we just don't remember. Ms. Florence replies Rick if you have time look at one of the lease look at article 3.01 which eliminates most of the services that are negotiated between the Landlord and the State. So again says Member Morales, nothing new something that went into place so it's not brought out enough.

Chairman Vala asks how large is the yards were cutting, is it acres? Susan Florence states that she doesn't know. Member Bedore asked if this is different because the State is paying directly to do this cutting correct? Susan Florence replies yes. Member Ivory asked do they already have someone in mind, that negotiated this contract with already or is that somebody that the owner has recommend, and here's what the cost would be for them cutting the grass? Susan Florence says we would have put that out for bid. Member Black asked how the State is billed for lawn service, per occurrence? Director von Behren says yes when we we're doing lawn mowing at a facility they are usually a per month price and the contractor actually states actual length that the grass can't go above. Member Black asks Director von Behren, does anyone in the building or CMS assume responsibility to see to it that somebody mows it at least 3 times. Director Von Behren stated that it doesn't matter if they mow it 3 times or 100 we pay a flat monthly rate. Member Black states that's what I'm afraid of each month its X amount of dollars. Chairman Vala stated but if they have to cut it 3 times a month in one month there still not getting any more then the monthly fee. Director Von Behren yes that's usually how the lawn mowing contracts are written; Chairman Vala but there only getting paid during the growing season? Director Von Behren the contract has the months in which they are required to perform work. I think there usually April through September. Member Bedore asks how does this work having it in here for annually monthly sq ft of \$1.11 because we know Grass does not grow all year. Yet this is a monthly cost. Director von Behren stated the he thinks Ms. Florence was saying that's just how they have to break it down in order to charge back to the agency. There just showing you how it would be broken down if it was to be used on monthly bases it's just broken out that way. Susan Florence says yes, for billing purposes.

Chairman Vala stated that he thinks whoever is going to be the contractor on this is taking a chance when he sets a price. He still has to buy the lawn mower, trailer, truck whether the grass is going to grow or not. If we suffer a drought then he's going to make some money, because



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he's not going to spend any labor or gas. If we get monsoons he would be cutting it every week above and beyond what he bid. I think it's like snow removal. You take a chance you bid on it, and if you're the contractor you're praying for snow, and if you're a land owner you're praying it doesn't snow. There is a base price, and \$1,250 a month doesn't seem out of line anymore for me what it costs for somebody just to come, and cut your Grass at anybody house anymore. I don't know what it's like in any other towns, but in Springfield it's not cheap, and they want a guarantee that they're going to get at least one or two cuttings and be able to charge that much.

Member Bedore stated the he doesn't think we should be in that business. I think it's the responsibility of the landlord, and if it cost another couple pennies a sq ft so be it. I think the landlord is responsible for his land of his building, and he is required I assume under most city ordinance have requirements of weeds, and the length of how high the grass. So he is required to do these things, and I think it adds a layer of nonsense. Chairman Vala says you think that the Board should come up with a policy that things like this should not be allowed into the lease anymore as an individual distinct item. We all know that somebody is going to pay to cut that grass. Susan Florence says it's a negotiating point for us, at the end of the day it's a business decision it doesn't have anything to with the procurement process of the lease itself.

Member Bedore stated that there has been a series of letters to the editors in the SJR regarding a lease on South Grand. It was a formal furniture store and the previous owner is upset because all these articles are saying that Barney's Furniture is reaping a sizeable income on this building it is now a very expensive warehouse. \$7.95 a sq ft and its going up to \$8.27 a sq ft; we were just discussing the lease that was in Bloomington, and it was \$7.21 a sq ft for office and it goes up \$7.35 over 5 years. This lease goes from \$7.95 to \$8.27 sq. ft. for warehousing. I have a problem with this lease, and I know it went out for bid. I have a question for the whole idea of why we have to rent warehousing space for these records. When years ago there was a fellow under CMS his name was Walker, and Mr. Walker was fired the first day that this new administration came in because he happens to have a name, and he was related to the former Governor Walker, but this Gentleman was doing a outstanding job of consolidating records, and digitizing the records, and this administration came and the first thing they did was fire him. I don't know of anybody else that is doing that work now, and its obvious there not doing the work here. I know the record had to move from the correctional center. So we consider the Armory? Susan Florence replies the Armory is in worst shape then Dwight Correctional Center. Member Bedore says in has people in there? Susan replies no there are not. Member Bedore asks did you consider any other places instead of a \$8sq ft for warehousing. Normally warehousing goes from anywhere \$2, \$4 a sq ft. Ms. Florence says that we have never had until recently any true climate control, heating and cooled warehousing in Springfield which this is. We don't have any comps in our portfolio for that. Member Bedore says but were paying a lot more than this lease in Bloomington for an office space \$7.21 compared to the \$8. I hope this administration, and Board gets involved with the retention of records. I remember one of the Governor's first speeches saying that this Government is back in the 1900, 1800 century. This is a mandate by this Federal Government to retain these records. But why do we have to have them on hard copy? I



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took the Governor with his word that he was going to modernize this Government. Well here we are I added it all up; you got full time employees, you got the rent, you got everything that goes with it 5 years cost, and I average \$50,000 for employee, and I put \$25,000 for benefits I know it's much more than that it comes out to be after 5 years. \$11 million dollars to retain these records, can we go outside for \$11 million dollars and that doesn't even include the escalators that you built in for real estate taxes. Plus, I'm looking at a million and a half dollars, over 5 years, what would it take to have some company come in and digitize all those records.

Member Bedore says you got to remember this contract, there is not a cancelation clause for 5 years we can't get out of this contract for 5 years plus 180 days. I would assume with the new administration in Washington DC I bet your going to see a lot of these things change. Were locked into this we can't get out of this if we wanted to. Chairman Vala says we just discussed a 5-year firm lease and had no objection to it. Member Bedore says and I'm saying all of them are wrong except that one was a consolidation of three leases.

Member Black asks what the rational was for why didn't we just buy the building. It was listed for sale for \$750,000 so why don't we just buy the building? Susan Florence replies the State has no resources to purchase, or maintain properties. Member Black says but we have the resources to pay three times of what the building is listed for sale? Susan Florence says to purchase a building requires appraisals, requires an appropriation from the Legislature. We can't maintain the buildings we own. Member Black I understand that but I don't understand in the current fiscal situation of the State we can afford to lease a building for one year for about 80% of what we could have purchase the building for.

Chairman Vala says you have to remember in that was major remodeling, and new HVAC and a loading dock that the State would have no money to contract out. It's easy to see why were leasing because we don't pay. If we bought a building we have to put out cash, and what does Springfield need one more empty State Building. The Herndon Building is sitting there, the Armory, that parking lot that was going be a Lincoln Library now were putting more TIF money into. The State Fair Ground needs \$80 million or a \$100 million dollar, and that's why we can't afford to buy, nor maintain anything. The Thompson Center, the Secretary of State gets caught in the elevator not once but multiple times. I could go on with a list of buildings in Springfield that are full of mold. We're not qualified to own anything we're not even qualified to run Government the way it's going right now

Member Bedore says this lease is already in effect, and there's not a darn thing we can do about it. Member Bedore asks do we know whether there is anybody working now with CMS talking about retaining records what needs to be done, what are we doing what is this new administration doing about digitizing records. Before you came here Mr. Chairman we would get quarterly reports about records retention; have we had anything under this new administration? Nobody comes before this Board. It effects this Board because it effects leases, it effects space. We had a working relationship under the past administration but at least they had one good thing that they



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were working on about what they can do about retention of records, and we got reports after reports showing the amount of records that's being digitized. Susan Florence says I know that DHS has a ongoing retention, and disposition process. Khari Hunt, who is there Chief of Staff is in Chicago for DHS if you have any questions for him. Mr. Hunt stated that we do have to hold on to the records in question for 5 and a half years, and we do make effort every time we have an opportunity to move those files, we make an effort to roll off anything that is out dated, and not necessary to move so were not moving files that we don't need to move. Member Bedore says you made a statement you reduce the number every time you move is that a correct statement? Mr. Hunts says when we do a have an opportunity like this when we're moving files from one location to another that's one of times when we take a look at rolling off the files that are outdated. Susan Florence says I know on your Industrial Drive space in Springfield, that you have an ongoing rotating file disposition process there. Mr. Hunt says that is correct.

Chairman Vala says so when a record expires you have a process to eliminate that but you're in turn replacing it with the newer records that have to be kept so is it rotating of the records? Mr. Hunt replies correct; as new records are generated you have to retain those as per records retention policy that we have with the Feds. But our hope also is as we talked about digitizing documents we are in the middle of trying to implement a new IT system for record retention so we hope that we will pick up some of the new records, and reduce the amount of records that we have to retain going forward. Member Bedore says so you don't need hard copy? Mr. Hunt states right now our policy allows for hard copies, or microfilm copies. However, the issue is that time given the current budget situation its cost prohibited to try to figure out how to get those digitized right now in the scale that we need to. Our hope is that limitation of our new IT system that were using to take eligibility information will help to lessen the burden in terms of the number of files we need to retain, but the process is being implemented over the course of the next couple months.

Member Bedore asks so you don't need hard copies, you can digitize, microfilm, but you don't have the funds to do it? Mr. Hunt says that is correct; Member Bedore says then why would we go into a 5 year no cancellation clause and have a 37% increase in the sq ft cause your considering in the next couple months to be switching over, and getting things digitized then why do we need a 37% increase, and why do we need a 5 year no cancellation clause. Mr. Hunt states going forward we hope to have more of our files in a digital form, but we still have retention responsibilities for record that have already been produced and it is cost prohibited to go back and try to digitize those documents that are currently in hard copy so will have a obligation to store those records for at least 5 and half years going forward. Member Bedore says so you need a 37% increase in sq ft when new records are going to be digitized. So every year new records come in there going to be digitized, and the old records will go into an incinerator. So then why do we need an increase? Mr. Hunt says not all of our records will be able to be digitized. We hope that the IT system will take up some of that burden.



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Member Bedore says I would hope we have a real report from DHS, on just what they are doing. I've gotten a couple of answers here that are contrary to what was said ten minutes ago, so I don't know where I'm at. All I know is that we're into a lease with 37% increase in sq ft something we can't get out of for 5 years, and DHS is going to do something, and I really don't know what it is and this point. Susan Florence states as to the sq ft they were utilizing it around 37,000 sq ft at Dwight. The file cabinets were packed to the gills in that facility they had no room to access a lot of them. Member Bedore asks what the sq ft was? Susan Florence says I think it was 37,000. Member Bedore says they are going up to 60,000. Susan Florence states they are now appropriately spaced so that the files can actually be utilize, in addition we are actively moving files out of other FCR locations around the State so that those offices can be consolidated. Were getting rid of files in one office so that the staff can be moved in for another. Chairman Vala asks so this would be a consolidation as much as possible? Susan Florence this is a central consolidation warehouse. Chairman Vala says so the area offices that have file cabinets in conference rooms won't have file Cabinets. Member Bedore says so you're gone from 35,000 sq ft to 60,000 and are we saving any space? Susan Florence says more than you would think. Member Bedore says I think we need somebody from this administration, nobody seems to know who's running anything on records retention, and digitizing records since Mr. Walker got fired. You know that agencies need somebody with backing of the Governor to say "here's what we gotta do" that's what you had until the new Governor came in, and I know why he was fired obviously his name was Walker and he was associated with the formal Governor I understand politics. But there should have been somebody put in there to continue this program. Chairman Vala says that's why we need to reach out to each of the agencies. Member Bedore says or should there be someone over it that has the backing of the Governors' office and this agency we don't know. Chairman Vala asks where do you come with the \$11 million because I'm coming up with \$2 in a half million it's still a lot of money I'm not arguing that. How did you come up with \$11 over 5 years because the news paper article says to \$2.4 million over 5 years? Member Bedore says I don't care what the newspaper said I took the sq ft and then I took 5 full time employees with benefits that have to go physically pull the records, I took the real estate taxes, and I took everything else and it comes out to eleven and a half million dollars. Chairman Vala says but I still don't agree with you on the employee's. The employees got to be somewhere they can't be attributed just to that building. Member Bedore says why wouldn't they be attributed to that building? If these were digitized, Mr. Chairman, an employee sitting in DHS office looks up Charlie Brown's record they don't need to call the Warehouse and say look up Charlie's record that's 10 years old or 5 years old. So I'm not satisfied with it and I would hope our other Board members aren't satisfied either. Because it definitely affects the cost of leasing no question about it.

Next on the agenda was a Legislative report. Director Von Behren says that Seante Bill 8 its part of the Grand Bargain and there was some subject matter hearing in the House both in Springfield, and Chicago. All four CPO's and CDB and some outside contractor's testified on the State of Procurement and the State of Illinois. Member Bedore says so this was part of the big package. Director Von Behren says correct.



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Next Chariman Vala says we all have heard of the loss of Steve Schnorf. He again was a very good loyal State employee who put his heart and soul into this. Member Bedore says it states that he was the first Chairman of the Procurement Policy Board that doesn't say it all. He formulated this committee. Steve and I were the only ones. We put this together, we searched for a Director Steve really appreciated this Board even though he was apart of CMS, even though sometimes things got a little heated towards CMS, he was there. He backed this Board. As government official he gave his whole adult life to State government he will be missed by the people of this State. Member Bedore makes a motion that we pass this resolution. Member Black seconded the motion. All members voted by saying "aye" and the motion carried.

Chairman Vala states that April 20th is the next Board meeting. Member Bedore made motion to adjourn and Member Black seconded. All members voted by saying "aye" and the meeting was adjourned.