

# Procurement Policies and Procedures

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Purchasing Division | 2500 East Lake Avenue, Glenview, IL 60026 | P 847-724-1700

# Introduction



## PROCUREMENT POLICY MISSION STATEMENT

To provide operating departments with goods and services in a professional manner that will meet or exceed their needs, while inspiring public confidence that all contracts are awarded equitably and economically. The Village of Glenview (the "Village") is dedicated to providing services efficiently, courteously and in accordance with applicable laws, regulations and guidelines while protecting the monetary assets of the taxpayers.

Procurement Policy Mission Statement: ***"QUALITY SERVICE, RESPONSIBLE SPENDING"***

In its procurement activities, the Village is committed to:

- Timely acquisition and delivery of quality goods and services at a fair price from qualified contractors and vendors
- Efficient and effective processes that ensure procurement of goods and services when needed by the customer
- Being a leader in best practice trends and new technologies in the purchasing industry
- Excellence in providing quality customer service
- Provide strategic procurement services achieving the greatest value to the Village
- Being exemplary models of ethical leadership in everything we do while following all codes and rules
- Being continually responsive to changes in our customers' needs and in the public procurement environment
- Committed to seeking more efficient and effective ways to do business.

The Village strives to provide quality procurement services. Quality is defined as the continuous improvement of procurement services that understand and meet Village needs and expectations. This is achieved through creativity, teamwork and a commitment to success.

# Table of Contents



<b>Section I:</b>	<b>Responsibility Purpose, Function, &amp; Objectives</b> .....	<b>4</b>
<b>Section II:</b>	<b>General Guidelines</b> .....	<b>6</b>
<b>Section III:</b>	<b>Purchase Requisitions</b> .....	<b>10</b>
<b>Section IV:</b>	<b>Purchase Orders</b> .....	<b>11</b>
<b>Section V:</b>	<b>Change Orders</b> .....	<b>12</b>
<b>Section VI:</b>	<b>Emergency And Sole Source Purchases</b> .....	<b>13</b>
<b>Section VII:</b>	<b>Cooperative Purchasing</b> .....	<b>15</b>
<b>Section VIII:</b>	<b>Request for Quotations (RFQ)</b> .....	<b>17</b>
<b>Section IX:</b>	<b>Request for Bids (RFB)</b> .....	<b>18</b>
<b>Section X:</b>	<b>Request for Information (RFI)</b> .....	<b>22</b>
<b>Section XI:</b>	<b>Request for Proposals (RFP)</b> .....	<b>23</b>
<b>Section XII:</b>	<b>Bonds, Bid Security and Insurance</b> .....	<b>27</b>
<b>Section XIII:</b>	<b>Contract Administration</b> .....	<b>29</b>
<b>Section XIV:</b>	<b>Protest Procedures</b> .....	<b>31</b>
<b>Section XV:</b>	<b>Debarment of Vendors</b> .....	<b>33</b>
<b>Section XVI:</b>	<b>Conflicts of Interest, Ethics in Purchasing</b> .....	<b>35</b>
<b>Section XVII:</b>	<b>Surplus Property</b> .....	<b>37</b>
<b>Section XVIII:</b>	<b>Credit Card Policy</b> .....	<b>38</b>
<b>Section XIX:</b>	<b>Credit Card Procedures and Acceptable Use Guidelines</b> .....	<b>39</b>
<b>Section XX:</b>	<b>Petty Cash Policy</b> .....	<b>43</b>
<b>Section XXI:</b>	<b>Petty Cash Procedures and Acceptable Use Guidelines</b> .....	<b>44</b>
<b>Section XXII:</b>	<b>Exhibits and Forms</b> .....	<b>46</b>

# Responsibility, Purpose, Function & Objectives 1



## I. RESPONSIBILITIES, PURPOSE, FUNCTION, & OBJECTIVES

The Procurement Policy and Procedures (the "Policy") contains procurement policies that are the guiding principles used to set purchasing direction for the Village and the procurement procedures which are the consistent steps to be followed to accomplish purchasing tasks. **The Village Manager has the authority to amend the procedures.**

Subject to the provisions of this Policy, the Purchasing Division shall serve as the principal officer for the procurement of all goods and services required by the Village and the implementation and administration of this Policy.

All changes to the Policy components of this document (not procedures) require approval by the Village of Glenview Board of Trustees (the "Village Board"). This Policy supersedes all previously adopted purchasing policies.

### 1.01 Purpose

This Policy establishes a centralized purchasing system for the Village, the purpose of which is to:

- A. Provide vesting authority for establishing rules governing purchasing by the Village;
- B. Promote public confidence in the integrity and transparency of the procedures followed to procure the goods and services required by the Village;
- C. Ensure fair and equitable treatment of all people who participate in the purchasing system;
- D. Maximize economy in purchasing activities and, to the fullest extent possible, the purchasing value of Village funds.

### 1.02 Purchasing Division Function

- A. Develop purchasing objectives, policies, programs and procedures for the acquisition of materials, equipment, supplies and services.
- B. Ensure all purchases are made as per Federal and State laws, and Village Policy.
- C. Coordinate and supervise purchasing procedures at the department level.
- D. Prepare reports necessary for analysis of purchasing performance.
- E. Assemble specifications in cooperation with user departments that are subsequently included in Request for Information (RFI), Request for Bids (RFB), Request for Proposals (RFP), Request for Quotations (RFQ) and/or Request for Qualifications (RFQual).
- F. Contract for the purchase of supplies and services needed by any department of the Village exceeding the thresholds for formal solicitations.
- G. Support department execution of contract documents.
- H. Manage or support the sale of surplus property.
- I. Promote goodwill and public relations between the Village and its vendors. Encourage full and open competition wherever possible. Assure fair and equitable business dealings with all vendors.
- J. Stay informed about current developments in the field of purchasing, including but not limited to prices, market conditions and new products, and secure for the Village the benefits of research conducted in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations and private business and organizations.

### 1.03 Objectives

- A. To deal fairly and equitably with all vendors wishing to do business with the Village.
- B. Provide professional procurement services for all departments within the Village.
- C. Assure adherence to all laws, regulations and procedures related to Village procurement.
- D. Maximize competition for all procurements of the Village.
- E. Obtain maximum savings through innovative buying and application of value analysis techniques.
- F. Purchase goods and services from capable vendors at the lowest price, consistent with the quality, performance and delivery requirements of the Village.

# General Guidelines 2



## I. GENERAL GUIDELINES

This section is an introduction to the Policy and general guidelines and/or rules for the procurement process. The Policy shall have the force and effect of municipal local law as if fully stated in the Village's Code upon approval and adoption by the Village Board. Additionally, the terms and provisions of the Policy shall be deemed by operation of law to be a part of the terms and conditions of each procurement, purchase order and contract involving the Village as a party, except to the extent that an authorized official has expressly provided for a written exception to one or more of the requirements provided for in the Policy with respect to a particular procurement, purchase order or contract. All purchases are required to follow the Policy, unless otherwise governed.

Items or services shall be ordered, received or paid with a purchase order according to the purchase categories below. (Category One purchases are encouraged to have a purchase order, but it is not required.)

### **CATEGORY ONE: PURCHASES UP TO \$999.99**

Purchases in this category require one verbal quote.

### **CATEGORY TWO: PURCHASES OF \$1,000.00 TO \$4,999.99**

Purchases in this category require multiple quotes.

### **CATEGORY THREE: PURCHASES OF \$5,000.00 TO \$24,999.99**

Purchases in this category require written quotes. Written quote packages shall be submitted to the Purchasing Manager for compliance review prior to issuing the PURCHASE ORDER.

### **CATEGORY FOUR: PURCHASES \$25,000.00 and OVER**

Requires a formal solicitation through the Purchasing Division and Village Board approval.

**The Village Board of Trustees, Village Manager or his/her designee may waive the formal bidding process when it is deemed in the best interest of the Village.**

#### 2.01 Approval Authority

- A. For procurements up to CATEGORY TWO that have been adopted in the current budget, the approval authority is the Department Head or their designee.
- B. For procurements in CATEGORY THREE, the approval authority is the Department Head, Purchasing Division, and Village Manager or his/her designee.
- C. For procurements in CATEGORY FOUR, the approval authority is the Department Head, Purchasing Division staff, Village Manager or their designee and Village Board, with the exception of any exclusions provided for in this Policy.

<b>APPROVAL AUTHORITY TABLE</b>				
	<b>CATEGORY ONE</b>	<b>CATEGORY TWO</b>	<b>CATEGORY THREE</b>	<b>CATEGORY FOUR</b>
<b>DOLLAR AMOUNT LIMIT</b>	Purchases up to \$999.99	Purchases of \$1,000.00 to \$4,999.99	Purchases of \$5,000.00 to \$24,999.99	Purchases \$25,000.00 and over
<b>QUOTES REQUIREMENT*</b>	One verbal quote required	Multiple quotes	Multiple written quotes	Formal solicitation by Purchasing Division and Approval by Board of Trustees
<b>PURCHASE ORDER REQUIREMENT</b>	Encouraged to have a purchase order, but it is not required	Requires a Purchase Order	Requires a Purchase Order	Requires a Purchase Order
<b>APPROVAL LEVELS</b>	-Department Head	- Department Head - Purchasing Division	-Department Head -Purchasing Division -Village Manager	-Department Head -Purchasing Division -Village Manager -Village Clerk on behalf of the Board

\*When possible, staff should always attempt to get multiple quotes for a purchase whether it is required or not.

2.02 Exclusions to the competitive purchasing process

The following purchases are excluded from any of the competitive requirements:

- A. Agreements between the Village Board and non-profit organizations or governmental entities including the procurement, transfer, sale or exchange of goods and/or services.
- B. Procurement of dues and memberships in trade or professional organizations; subscriptions for periodicals; advertisements; postage; used equipment; abstracts of titles for real property; title insurance for real property; real property; water, sewer, electrical, utility services; copyrighted materials; patented materials; art and artistic services; employment agreements; medical services; service required by proprietary ownership such as CSX Railroad carrier, original equipment manufacturers (OEM) and fees and costs of job-related travel, seminars, tuition, registration and training.
- C. Purchases from State of IL as well as other contracts awarded by any local, state, or national government agency, cooperative purchasing organizations or purchasing associations that have been competitively bid do not require separate, individual competitive purchasing requirements conducted by the Village, and are subject to Section VII, herein.

The Policy shall authorize such purchases, transactions and expenditures listed above. Certain procurements within the above categories may be obtained via competitive means when it is determined that adequate sources for the goods or services required are available.

## 2.03 Miscellaneous Guidelines That Are Generally Applicable For All Procurement

These general guidelines are mandatory requirements imposed on all Village staff, consultants, vendors and others who are involved with the Village in any matter involving procurement, purchasing, contracting and purchase orders in which the Village is involved as a party or potentially involved as a party. The following additional requirements apply:

A. The requirements, rules and procedures specified in this Policy shall have the force of law and shall be fully enforceable in the Circuit Court of Cook County as the local law applicable in matters related to procurement involving the Village of Glenview.

B. In all instances in which the Village Manager makes the determination to waive a requirement under this Policy for reasons of emergency, necessity or other circumstances deemed to be in the best interest of the Village of Glenview, the Purchasing Division shall document and justify the reasons in writing. This requirement applies in the case of a decision to allow unbundling or disaggregation of purchases that will result in a lower threshold for bidding or competitive procurement and in the case where a decision is made to waive competitive procurement, and any other waiver of a requirement of this Policy.

C. There shall be no manipulation or separation of items to be purchased separately in order to avoid a competitive procurement threshold. If, in the ordinary course of business or in a commercially reasonable manner items would be purchased together, there will be no separation of those items into separate purchases for the purpose of avoiding a competitive procurement requirement. By way of illustration only and as examples not intended to be exclusive of all examples, the following examples are offered:

A department anticipates purchasing 10,000 units at 3.00 per unit of an item during the fiscal year. 10,000 units will exceed the Category Four threshold of \$25,000.00. It would be improper to avoid competitive procurement under Category Four by dividing the 10,000 units by 12 and procuring the requirements for the units on a monthly basis. Similarly, it would be improper to purchase each unit separately in an effort to reduce the expenditure to less than a Category Four purchase. It is the responsibility of the department to report the complete quantity of product that will be required for use in the department for the fiscal year. Disaggregation or reduction of the anticipated quantity for the purpose of avoiding a competitive procurement threshold or category is improper.

Notwithstanding the above, for unique circumstances presented, the Purchasing Division may, by written memorandum to the Village Manager, justify in the interest of the Village, a reduction in the quantities proposed for purchase by the user department.

It is generally improper to unbundle a purchase of an item or group of items that should, in a commercially reasonable approach, be purchased together to accomplish a specific objective. It is always improper to unbundle the purchase of an item or to take any other action where the primary motivating factor is to reduce the dollar value of the purchase so as to avoid a higher category level of competitive procurement. For example, if a department user requests the purchase of a specialty vehicle, it would generally be improper to purchase integral components that are typically a fixture to the vehicle such as ladders, rigging, hoses, generators and other machines and equipment that are typically appurtenant to or a part of the specialty vehicle when purchased. Notwithstanding the foregoing, if the Purchasing Division can justify to the Village Manager that the separate purchase of equipment will result in a benefit to the Village or a cost savings if such items are purchased from another vendor, then the Village Manager may authorize that approach in the procurement.

## 2.04 Order Splitting Prohibited

Submitting multiple requests within other than a reasonable time period for the same, like or related goods or services to avoid using the appropriate procurement method is prohibited. Order splitting is an inefficient practice, results in higher administrative costs to the Village, and could result in individual criminal liability for bidding improprieties.

## 2.05 Freight Charges – Shipping and Handling

When obtaining a quote, ask the vendor to quote FOB Destination (Free on Board Destination). FOB Destination is the Village's preferred shipping and handling method.

FOB Destination definition: The vendor retains title to the goods until the goods are received by the Village. The vendor pays the shipping costs and is responsible for claims against the carrier. Be sure to specify **inside delivery** if the item needs to be delivered indoors to an office building or worksite.



FOB Plant/Origin definition: The Village accepts title for the goods from the moment it is picked up by the carrier. The Village pays shipping costs and is responsible for claims against the carrier. Occasionally a vendor may want to quote FOB Plant/Origin. FOB Destination should be quoted instead. Accepting a quote of FOB Plant/Origin may result in a lower price, but has financial consequences for the Village if the shipment is lost or damaged.



## I. PURCHASE REQUISITIONS

Requisitions are used to initiate an order and to accurately describe the item(s) or services requested. In addition, the authorized requisition signifies authority to charge a specific account number and verifies there are sufficient budgeted funds available in the account specified.

- A. A requisition is required to start the procurement process for all purchase orders. Requisitions shall be made through the requisition entry process in the Village's financial software system. The requisition consists of completed required data fields and all information necessary in accordance with the requisition threshold.
- B. Requisitions should be prepared far enough in advance to avoid creating an emergency and to allow for competitive pricing when required. Prices must be found to be fair and reasonable.
- C. Exactness in preparing the requisition is essential. Incomplete or improperly completed requisitions will be returned to the department for correction. A member of the Administrative Services Department will contact the person submitting the requisition if the requisition is incomplete; if any changes are made to the requisition; or if the requisition cannot be processed.
- D. If there are insufficient funds for the purchase, staff should review the budget with their Department Head to determine what funds are available to be designated for the purchase. Staff will then request the Budget Manager to perform a budget override through the requisition approval process.
- E. All purchase requisitions shall be authorized and approved by the Department Head. Requisitions not properly authorized will not be accepted. The Purchasing Division, after review of the general notes, price quotes and/or referenced contract information, will process the requisition. The Purchasing Division reserves the right to verify quotations and pricing information and/or seek further competition.



## I. PURCHASE ORDERS

A purchase order(s) is an offer to purchase goods or services to the Village from the seller at a predetermined dollar value. A purchase order authorizes a vendor to ship and invoice the materials and services as specified. Purchase orders shall be clear, concise and complete. This will prevent any unnecessary misunderstanding during correspondence with vendors. Only the Purchasing Division shall issue purchase orders, blanket purchase orders and change orders as outlined in the Policy.

Pre-numbered, computer generated purchase orders shall be issued upon receipt of a properly authorized requisition, and after receipt of competitive bids, proposals or quotations, determination of funding availability and Village Board approval when required.

### 4.01 Vendor Acknowledgement Forms

Some vendors send their own forms acknowledging a purchase order. These forms should be sent back to the supplier without signature. A Village signature on their forms indicates that the Village has accepted the supplier's terms and conditions, thereby making a new contract that supersedes the purchase order conditions. Contact the Purchasing Division directly should the vendor refuse to ship without such a written agreement.

### 4.02 Blanket Purchase Orders

A blanket purchase order is a purchase order issued for the purchase of indeterminable miscellaneous items or materials, supplies, parts, etc., over a certain period of time from a single vendor. The blanket purchase order term may not extend beyond the end of the fiscal year in which it is created. Shipments are made, as requested by the user department, against the blanket purchase order number for the term of the blanket purchase order. The blanket purchase order generally establishes a maximum dollar limit, the period covered and the terms and conditions. However, since the specific items to be purchased are usually unknown at the time of issuance of the blanket purchase order, no line item pricing is generally shown.



## I. CHANGE ORDERS

Certain conditions surrounding purchases may change in the course of a procurement, which necessitates a clarification or modification to the existing procurement document to fulfill legal requirements.

A change order is defined as a change in a contract term other than as specifically provided for in the contract which authorizes or necessitates any increase or decrease in the cost of the contract or the time to completion.

Change orders must be processed for all changes affecting the original purchase order such as quantity increases or decreases that reflect a difference in the original unit price dollar value. Requests for changes in the funding source or vendor are unallowable. Change order requests submitted in an attempt to circumvent the bid process are prohibited. Source justification or competition may be required to approve a change order based on the requested increase amount.

It is inappropriate to request a change order or approve one that results in a 'cardinal change' which is one that materially alters the initial goods or services being purchased. By way of example and illustration only, it would be inappropriate to bid carpet-flooring materials, award that bid, and then request a change order that would supply wood floors instead of carpeting.

### 5.01 Change Order to a Public Contract

Per IL statute, any change order or series of change orders which authorize or necessitate an increase or decrease in either the cost of a public contract by a total of \$10,000 or more or the time of completion by a total of 30 days or more must be in writing. Further, before such a change order is approved, there must be a written determination by an appropriate Village designee that 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 Village and authorized by law. Further, that written determination and the written change order resulting from that determination shall be preserved in the contract file and open to public inspection.

### 5.02 Change Order to a Public Works Contract

A Public Works Contract is subject to the Public Contract Change Order laws above. Additionally, a Public Works Contract is also subject to the Public Works Contract Change Order Act which states, if there is a change order for a Village public works contract that authorizes or necessitates any increase in the contract price that is 50% or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price, then the portion of the contract that is covered by the change order must be resubmitted for bidding in the same manner for which the original contract was bid.

### 5.03 Change Order Approval Authority

For the purposes of this Section 5 the approving authority is in accordance with Section 2.01. unless the contract board approval limit is going to be exceeded.

# Emergency And Sole Source Purchases 6



## I. EMERGENCY PURCHASES

An emergency purchase is the purchase of goods and/or services made with or without formal bid, proposal or quote solicitation when such purchase is necessary to remedy or lessen the harmful effects of any actual or threatened occurrence which may interfere with the conduct of normal business operations. It may also remedy or correct conditions which may pose an imminent or existing threat to the health, safety or welfare of persons or property with the Village of Glenview. Departments shall strictly follow the procedure outlined below.

All emergency purchases of CATEGORY TWO and THREE must be approved by the Village Manager or his/her designee in writing (memo, email or approved contract is acceptable). For emergency purchases of CATEGORY FOUR, the Village Manager will notify the Village President or his/her designated trustee of the emergency situation within 24 hours after the purchase for informational purposes. The purchase must later be ratified by the Village Board at its next available board meeting.

### 6.01 Procedure

Department Heads will approve purchases for CATEGORY ONE AND TWO emergencies.

For emergency purchases in excess of CATEGORY TWO, departments must follow the procedure below:

If an emergency occurs during regular Village business hours (M-F, 8am to 5pm), the Department Head or in his/her absence another department member shall immediately contact the Village Manager or his/her designee to explain the nature of the emergency. The department will provide the Village Manager and Purchasing Division a full written explanation of the emergency purchase signed by the Department Head as soon as practicable.

If an emergency occurs at a time other than during regular Village business hours (M-F, 8am to 5pm) the department will make every attempt to contact the Village Manager as described above and will complete the remaining notification procedure the following business day.

### 6.02 General Information

Emergency purchases can be costly and should be kept within the definition above. When emergency purchases are made, the department will make the purchase at the best possible price. Lack of planning or funding does not constitute an emergency.

## II. SOLE SOURCE PURCHASES

Sole source purchases are defined as purchases of supplies, equipment and contractual services that generally meets **both** of the following criteria:

- A. The only item that will produce the desired results or possess a unique performance capability; and
- B. Available from only one source

Sole source services must be available only from vendors (firms or individuals) who are uniquely qualified to perform such services.

### 6.03 Procedure

Sole source and proprietary source (as defined in Section 2.02) purchases are exempt from competitive requirements upon certification to the Village Manager stating the conditions and circumstances necessitating the purchase via the **Sole Source Procurement Authorization "Authorization" (See Exhibit G)**. This certification shall set forth the purpose and need in addition to why the item is the only one that will produce the desired results.

For supplies and equipment, the department shall attempt to locate competition. If no other sources are found, departments must forward a completed **Authorization** signed by the Department Head and Village Manager or his/her designee to the Purchasing Division along with a letter from the recommended vendor, signed and on company letterhead stating they are the sole supplier for the item.

For services, the department shall attempt to locate competition. If no other sources are found, departments must forward a completed **Authorization** signed by the Department Head and Village Manager to the Purchasing Division. If the service has recently been competitively procured, and the vendor offers a unique service, departments do not need to seek other vendors and can forward a completed **Authorization** signed by the Department Head and Village Manager or his/her designee to the Purchasing Division and follow the normal award procedures.



## I. COOPERATIVE OR JOINT PURCHASING

The Village may participate in, sponsor, conduct or administer a cooperative or joint procurement agreement with one or more public bodies or agencies for the purpose of combining requirements to achieve economies of scale, increase efficiency or reduce administrative expenses.

This procedure applies to the acquisition and/or disposition of all goods and/or services by pooling common requirements; preparing common specifications and purchasing supplies from contracts awarded by/available to other governmental entities.

### 7.01 Cooperative Purchasing Procedures

- A. The Purchasing Division shall be responsible for identifying requirements in common with other government agencies; for standardizing/modifying requirements to meet common goals and for developing specifications suitable for solicitation and award of competitive, cooperative contracts.
- B. Purchasing shall provide technical assistance during requirements planning and specification preparation relating to cooperative purchases.
- C. All purchasing should include standard Joint Purchasing language to limit the liability of the Village.

## II. PIGGYBACK CONTRACTS

The Village may opt to fulfill its requirements by purchasing goods and services from contracts made available by Federal, State or other governmental agencies. The types of governmental entities that may be used for piggyback contracts includes, but is not limited to, state government, municipalities, counties, state agencies, agencies that facilitate governmental joint purchasing and any agency of the United States government that were competitively bid. If it is in the best interest of the Village of Glenview as determined by the Purchasing Division or Village Manager or his/her designee, a qualifying governmental entity from outside the State of Illinois may be used. Further, such purchases may be made without bidding, again, provided they are in the best interest of the Village.

- A. State Contracts – prior to requisitioning services or equipment using a state contract, the department must evaluate whether the contract includes **all** of their requirements. If all service requirements are not covered, the department must decide whether the entire purchase will be made on the open market or whether to use the state contract for the covered items only.
- B. Piggyback purchases may also be made using contracts from other governmental entities provided they have been awarded through a competitive process and the following criteria are met:
  1. The work/services/commodities must be specifically within the scope of the contract and the contract must be **active**. A purchase cannot be made utilizing a contract that has expired.
  2. None of the material or substantive requirements, terms and conditions may be modified from the original contract that is being piggybacked. Therefore, the product, price and any other material term of the contract being piggybacked may not be changed. However, notwithstanding the foregoing, minor changes may be allowed on a case-by-case basis.
  3. The contract must include language that authorizes outside agencies to piggyback off the contract.
  4. A bid tabulation, if solicited by a RFB, or scoring matrix, if an RFP was issued, proof of award and a copy of the contract must be obtained and provided to the Purchasing Division for review.

Insurance and/or bonds, as applicable, in accordance with the Village's standard procedures and state law shall be obtained from the contractor for contracts involving professional and construction services performed at a Village facility or on Village property, or services performed for the Village in which liability may be an issue.

### C. Piggyback Contract Procedure

1. Requesting department must obtain a complete hard copy of the contracting agency's bid document and fully executed contract, including awarded pricing. Upon receipt, a thorough review of both documents must occur to ensure that the contract can fulfill the user department's requirements and meets the above criteria.
2. All requests to piggyback off a contract with a projected annual spend in excess of CATEGORY FOUR unless it meets the exclusions outlined in Section 2.02 must be granted authorization by the Village Board. Requests to piggyback a contract with a projected annual spend under CATEGORY FOUR may be authorized by the Village Manager or his/her designee.





## I. REQUEST FOR QUOTATIONS

The Village requires quotes for CATEGORY ONE, TWO and THREE purchases in accordance with Section II of this Policy. A quote is either an informal verbal or formal written estimated price for the good or service. An informal quote shall be sought by verbal or electronic submission when the department knows the product or service and does not require a specific scope of work. A formal quote shall be sought by a formal RFQ document when the department knows the product or service and requires a specific scope of work with terms and conditions that need to be met by the vendor. The Purchasing Division shall supply the department with an RFQ document.

### 8.01 Informal Competitive Quote Process

The department contacts the vendor with the request for a good or service. The vendor provides a price verbally or in writing. The lowest responsible and responsive quote is selected. Once the good or service has been agreed upon, terms and conditions of the purchase are discussed with the vendor. A requisition is entered for the amount of the purchase and routed through the appropriate approval process. A PO is issued and the order is placed for the good or service by the department.

### 8.02 Formal Competitive Quote Process

The department works with the Purchasing Division to create an RFQ document. This document has specific terms and conditions that must be met by the vendor. Vendor(s) then provide a price by responding to the RFQ document. The lowest responsible and responsive quote is selected. Once the good or service has been agreed upon, a requisition is entered for the amount of the purchase and routed through the appropriate approval process. A PO is issued and order is placed for the good or service by the department.

### 8.03 Quote Documentation

Upon attempting to obtain quotes if a price is not fair and reasonable, the department shall seek additional quotes. It is important to document the name and address of vendors contacted, item description or service offered, price quoted including shipping/freight, delivery dates, shipping point, names of persons giving and receiving the prices and the date the information was obtained. **Do not share quotes from one vendor with other vendors before the quote process is complete and all the quotes have been received.** When negotiating a quote, ask all responsible and responsive vendors for a best and final offer (BAFO).

# Request for Bids (RFB) 9



## I. REQUESTS FOR BID

Request for Bid (RFB), also known as sealed competitive bidding, is the preferred method of procuring a good or service. Award is made to the lowest responsive and responsible bidder and is based solely on the specifications set forth without negotiation or discussion with the vendor.

### 9.01 Definitions

*Responsive bidder:* a contractor, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects (form and substance) to the RFB and all of its requirements.

*Responsible bidder:* A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. The bidder must possess the full capability, including financial and technical, to perform as contractually required. The bidder must be able to fully document the ability to provide good faith performance.

### 9.02 Procedure

Purchasing Division shall request formal sealed bids on purchases CATEGORY FOUR. In cases where a purchase or contract may extend over multiple periods or years, the total cumulative amount to be paid over the duration of the contract term will be the determining amount of the requirement for requesting formal sealed bids.

The Purchasing Division is responsible for publishing the legal notice on a public forum. Purchasing shall issue the RFB. The Purchasing Division will facilitate all contact with vendors during the bidding process. A pre bid meeting may be held which may or may not be mandatory. Prospective bidders will have an opportunity to request clarification and ask questions. Bids will be received by the Purchasing Division and shall be date/time stamped. Bids will be received until the date and time specified in the RFB document. Bids received after the deadline will be returned unopened and not considered for award. Bids will be awarded by the Village Manager or his/her designee per Section II.

These same bidding requirements shall apply to all purchases, including leases and non-professional services.

### 9.03 Specifications

The preparation of technical specifications is the responsibility of the department with review by the Purchasing Division. Specifications shall permit competition except on proprietary materials or services (see Section II).

In general, specifications should define the level of performance required rather than specific design or brand name. For the benefit of vendors and the division, specifications must be clear and concise. The Purchasing Division reserves the right to challenge specifications to allow open competition.

All bid documents should contain at least the following information:

- Cover Letter
- Notice of Bid
- Bid Pricing Sheet
- Bid Affidavit Forms
- References
- General Terms, Conditions and Instructions
- Specifications of the item or service

Refer to Section XII on Contract Administration for information on contract execution.

Once the formal RFB has been issued, communication with a prospective bidder is prohibited, whether direct or indirect, regarding the subject matter or the specifications by any means whatsoever (whether oral or written), with any Village employee, elected official, selection committee member, or representative of the Village of Glenview, from the issuance of the specifications until the bid is awarded, aka "blackout period". Communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the bid or any future bid. The only exceptions to the foregoing rule are as follows: (1) an invitation to give an oral presentation to the selection committee is received; or (2) any questions relative to interpretation of specifications or the formal solicitation process shall be addressed to the Purchasing Division, in writing as identified within the RFB. Questions submitted by the date set forth in the RFB will be answered.

The blackout period will not prohibit contact with Village staff where the vendor is doing business with the Village on another contract and the communication is regarding that contract that is already let, or where the vendor meets with staff in connection with other matters unrelated to the contract or procurement at issue.

The RFB will be deemed to be issued within the meaning of this provision at the earliest date and time upon its posting or electronic publication. The form of issuance is in the discretion of Purchasing Division.

The provisions herein concerning the blackout period and procedures related to this shall be deemed incorporated in the other sections of the Policy related to other methods of procurement, including requests for proposals.

#### 9.04 Bid Invitations

Upon request, the Request for Bid is provided to prospective bidders. Public notice of bids shall be advertised in a public forum. The public forum advertising may include without limitation, publications, trade journals and websites.

#### 9.05 Pre-Bid Meeting

A Pre-Bid Meeting shall be held whenever deemed appropriate by the Purchasing Division in coordination with the department. The meeting may be mandatory or non-mandatory based on the specific bid type and will be determined by the department and the Purchasing Division. In attendance shall be the Purchasing Division representative (who chairs the meeting unless delegated), a representative of the department (who shall be prepared to answer technical questions), staff with special expertise and any other Village staff member as deemed appropriate.

#### 9.06 Issuance of Addenda

An addendum is a revision or amendment to the bid documents. If a revision to the specification or solicitation documents is required to clarify questions raised by prospective bidders or for other reasons, the revision is made in a written addendum. Verbal changes shall not be made and interpretations of a material consequence shall not be made verbally to potential bidders. Any such prohibited verbal changes or interpretations will not be considered valid. The following requirements must be met for issuance of an addendum:

- A. Issues for clarification will be received in writing by Purchasing Division who will draft an addendum and submit to the department for additional information.
- B. The Purchasing Division shall process the addendum promptly upon completion of department review and distribute electronically.

Prior to issuing an addendum, the Purchasing Division and the department must consider the period of time remaining until the bid opening. If additional time is likely to be required by the bidder, the addendum should extend the opening date for a reasonable period of time to obtain the greatest level of competition and fairness to the potential vendor(s).

Bidders must acknowledge receipt of all addenda in their bid response at the designated time, date and location. Bids may be rejected due to failure of vendors to acknowledge receipt of addenda. The Purchasing Division, however, has discretion to not consider an addendum material to a bid process and may consider a bid responsive without an addendum acknowledgement when circumstances warrant.

#### 9.07 Disposition of Bids

Bids shall be opened in public at the time and place stated in the public notice. No bids shall be accepted after the designated due date and time. Bids received after the specified date and time will be returned to the vendor unopened.

Offers by telephone, fax or email shall not be accepted. Bidders are responsible for delivery of bid documents directly to the Village of Glenview Administrative Services Department. If the bid is delivered by an express mail carrier or by any other means, it is the bidder's responsibility to ensure delivery to the required address.

#### 9.08 Site Visits

It may be a requirement for bidders to inspect the proposed work location prior to bidding. The department will be available to direct bidders to the general work areas by appointment. Bidders are required to contact the Purchasing Division and set up a site visit for each location listed if afforded this opportunity in the bid documents.

#### 9.09 Award of Bids

The Village shall consider other factors, in addition to price, when determining the lowest responsive and responsible bidder. These factors include but are not limited to:

1. The ability, capacity, equipment and skill of the bidder to perform the contract;
2. Whether the bidder can perform the contract within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
4. The quality of performance on previous contracts, as described by the bidders's references and/or the Village's own experience with the bidder or by any other means;
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract;
6. The sufficiency of the bidder's financial resources to perform the contract or to provide the service;
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
8. The ability of the bidder to provide future maintenance and service and the financial impact upon the Village to receive such future maintenance and service; and
9. The number and scope of conditions attached to the bid.
10. The bidder has not been barred from bidding on the contract under applicable law.

The RFB award is to the lowest priced, responsive and responsible bidder. The Purchasing Division coordinates with the department to determine if the lowest priced bidder is responsive and responsible. A review of the bid is required to determine if it conforms to the requirements stated in the RFB. If the lowest priced bidder is found non-responsive and/or not responsible, then the next low bidder will be evaluated and so on until a responsive and responsible bidder is found.

In conjunction with the department, the Village Manager shall have the right to cancel a CATEGORY FOUR or below RFB and/or reject all bids and authorize the entire project to be rebid. For purchases of CATEGORY FOUR, the Village Manager shall present such bids to the Village Board for approval or rejection.

An award shall not be final until issuance of a purchase order or contract.

#### 9.10 Waiver of Informalities

In the process of determining which bidders are responsive and responsible, the evaluation team may take non-material variances into account and waive them as part of the recommendation process.

#### 9.11 Tie Bids

Award of all tie bids under the Village Board's approval limit of CATEGORY FOUR shall be made by the Village Manager or his/her designee.

All tie bids in excess of the Village Manager's approval limit shall be awarded by the Village Board . At the discretion of the Village Manager or his/her designee, preference may be given to the firm closest in proximity to the Village.



## I. REQUESTS FOR INFORMATION

An RFI is a process used to determine details about a specific good or service when the department does not have sufficient expertise or to obtain detailed technical specifications about the good or service that is sought. This process can be conducted and used as a source to develop an RFP. This process can also qualify vendors to participate in the RFP. The Purchasing Division will work with the department to develop an RFI.

The RFI shall be advertised and may be sent to vendors or other responsible prospective suppliers whose names and addresses are obtained from publications and various other sources. The RFI requests information on the specific goods or services sought or the desired results of a project if the specific process has not been determined. Minimum qualifications for proposers may be included in the RFI along with a general time line or other pertinent information. Additionally, request for "estimated" pricing elements may be included in the RFI, however, the vendors must be advised that the solicitation is for "informational purposes only" and no contract will be awarded as a result of their participation.

The RFI process should be considered if any or all of the following statements are true:

1. Time is not an issue;
2. The overall cost of the project warrants the additional time and expense of the RFI;
3. The department does not have sufficient information to develop definite specifications for the RFP.

# Request for Proposals (RFP) 11



## I. REQUESTS FOR PROPOSALS

An RFP is utilized when professional services are being sought such as engineering, legal, audit or consulting services for purchases CATEGORY FOUR and higher. The RFP process emphasizes defining the work or service needed and evaluating the capability of those vendors interested in performing the service based on the established evaluation criteria stated in the RFP. The RFP process also takes into consideration the potential need for presentations, discussions or negotiations and uses evaluation factors in addition to price to determine what is in the best interest of the Village. The RFP process differs from the RFB process as negotiations and discussions can be conducted with all proposers or minor changes can be made to the scope. To finalize these negotiations and clarifications a Best and Final Offer (BAFO) request may be issued to all proposers remaining in the competitive range as opposed to selecting the lowest responsive and responsible bid.

### 11.01 Specifications

The department shall develop the specifications and/or scope of work for the RFP. The department shall submit the specifications and/or scope of work along with the optional weighted evaluation criteria (ranked by its relative importance, with the total weights equaling 100) and draft pricing sheet to be completed by the proposer. The Purchasing Division will work with the department to finalize the document.

Once the formal solicitation has been issued, communication with a prospective proposer is prohibited, whether direct or indirect, regarding the subject matter or the specifications by any means whatsoever (whether oral or written), with any Village employee, elected official, selection committee member, or representative of the Village of Glenview, from the issuance of the specifications until the proposal is awarded, aka "blackout period". Communications initiated by a proposer may be grounds for disqualifying the offending bidder from consideration for award of the proposal or potentially any future proposal. The only exceptions to the foregoing rule are as follows: (1) an invitation to give an oral presentation to the selection committee is received; or (2) any questions relative to interpretation of specifications or the formal solicitation process shall be addressed to the Purchasing Division, in writing as identified within the solicitation. Questions submitted by the date set forth in the RFP will be answered.

### 11.02 Procedure

Once the RFP document is complete then the Purchasing Division will issue the formal solicitation.

A pre-proposal meeting may or may not be mandatory and it shall be specified within the RFP document. If a pre-proposal meeting is required, it should be specified within the RFP document. At the pre-proposal meeting prospective bidders will have an opportunity to request clarifications and ask questions. Answers to inquiries will be compiled in the form of an addendum. Proposals will be received by the Administrative Services Department and date/time stamped in until the date and time specified in the RFP document. Proposals received after the deadline will be returned unopened and not considered for further evaluation.

After the public proposal opening, the Purchasing Division and the department will review the responses to ensure compliance with the requirements detailed within the RFP document. Responsive proposals will be distributed to each of the selection committee members. The members of a selection committee can include representatives from the department, and other department (s) involved, as well as any other individual(s) with specialized expertise.

The Purchasing Division, with approval of the Village Manager or their designee, shall have the right to cancel a solicitation and/or reject all proposals and authorize the entire transaction to be re-solicited.

In any procurement that involves an interview, the person conducting the interview will request the interviewee and other staff to identify any contact after the blackout period commenced. The Purchasing Division or Village Manager may waive disqualification, in writing, for any communication that was inadvertent and was otherwise immaterial and resulted in no prejudice to another bidder.

### 11.03 Evaluation Criteria

Evaluation criteria can include without limitation, past projects of comparable size, number of years in the profession, number of qualified and/or licensed staff on the project team, references of past clients, cost of services, financial position, ability to complete the project in a timely manner, oral presentation (if applicable), and Village staff site visits or hosted site tours.

#### 11.04 Oral Presentations

Oral presentations may be included as part of the evaluation process. Once the short listed vendors have been identified, the Purchasing Division will ensure compliance with the following process, if applicable:

- a. Notify the vendors of the Village's invitation for an interview. The notification shall include details of the oral presentations including but not limited to the following:
  - i. Date and time of the oral presentations
  - ii. Location of the meeting
  - iii. Time allotted for each vendor
  - iv. Additional information if requested by the selection committee
- b. Purchasing Division will coordinate the schedule of the oral presentations with the selection committee and confirm attendance of members.
- c. Once the oral presentations are completed, the Selection Committee will conduct a post-presentation ranking and determine the overall top ranked vendor.
- d. The Selection Committee can also recommend to reject all proposals, and/or reissue the formal solicitation with revised specifications after the appropriate rejection/approval process has been followed.

#### 11.05 Award Recommendation

The department shall draft a recommendation for award and present to the Department Head, Village Manager, or Village Board based on the purchase CATEGORY (see Section II). Award shall not be final until execution of an agreement/contract and all required documentation (certificate of insurance, bonds, etc.) has been received by the Purchasing Division.

#### 11.06 Qualifications Based Selection (QBS) Policy - Federally Funded Consultant Services

The Village has adopted a Qualifications Based Selection Policy. The following policy will be used when the Village has to procure, through a Request for Proposal (RFP), architectural, engineering, land surveying, and construction management services in an amount greater than \$25,000 that is federally funded. QBS is not required for state funded projects because IDOT allows for home rule exemption.

The Village of Glenview (the "Village") receives federal funds, which may be used to fund the architectural, engineering, land surveying, and construction management services of specific projects. For any phase of a project utilizing federal funding or funding from an agency with a mandated QBS policy, this section of the Policy must be followed. The Village's written policies and procedures as described herein for QBS meet the requirements of 23 CFR 172 and the Brooks Act.

1. Initial Administration – The Village QBS policy assigns responsibilities to the following staff members: the Purchasing Agent, Director of Community Development, and Civil Engineers/Project Managers for the procurement, management, and administration for consultant services.

2. Written Policy – The Village's adopted QBS written policies and procedures substantially follow Section 5-5 of the BLRS Manual and specifically Section 5-5.06(e); therefore, approval from IDOT is not required.

3. Project Description – The Village will use the following five (5) items when developing the project description and may include additional items when unique circumstances exist:

- a) Describe in general terms the need, purpose, and objective of the project;
- b) Identify the various project components;
- c) Establish the desired timetable;
- d) Identify any expected or potential issues or obstacles;



e) Determine the estimated total project budget.

4. Public Notice – The Village will post an announcement for professional services on the Village website ([www.glenview.il.us](http://www.glenview.il.us)) and/or on a public forum. The item will be advertised for at least 14 days prior to the acceptance of proposals. The Village will include in the Request for Proposal whether an interview will be required, which will be determined by the evaluation committee.

5. Conflict of Interest – The Village will require consultants to submit a disclosure statement with their proposals. The Village will require the use of the IDOT BDE DISC 2 form as the conflict-of-interest form.

6. Suspension and Debarment – The Village will use the following websites to verify suspensions and debarment actions to ensure the eligibility of firms short-listed and selected for projects:

- System for Award Management (SAM.GOV) website
- Illinois Department of Transportation (IDOT's) Chief Procurement Officer (CPO's) website

7. Evaluation Factors – The Village allows the Purchasing Agent and Director of Community Development or designees to set the evaluation factors for each project, but must include a minimum of four (4) criteria and stay within the established weighting range shown below.

The following project specific evaluation factors ("Criteria") will be included in the Request for Proposals:

- a) Technical Approach (10 - 30%)
  - Project Understanding
  - Quality Control Procedures
  - Innovative Concepts
  - Other Items as Pertinent to Project
- b) Firm Qualifications & Experience (10 - 30%)
- c) Specialized Expertise (10 - 30%)
- d) Staff References and Resumes (Prime/Sub) (10 - 30%)
- e) Work Load Capacity (10 - 30%)
- f) Past Performance on Municipal Projects (10 - 30%)

The following shall not be used as a factor in the evaluation, ranking and selection:

- a) All pricing and cost-related items including: cost proposals, direct salaries/wage rates, indirect costs (overhead), and other direct costs.
- b) In-State or Local Presence.

8. Selection – The Village will require a selection committee made up of no less than three (3) persons. The selection committee members may include members of the Community Development Department, Public Works Department, and Administrative Services Department, as selected by the department directors. The selection committee members must certify that they do not have a conflict of interest. The selection committee will determine the criteria and weighting for the evaluation before the proposals are opened. The Village requires each member of the selection committee to provide an independent score for each proposal using a form substantially similar to that shown below prior to the selection committee meeting.

Criteria	Weighting	Points	Firm 1	Firm 2
<b>Total</b>	100%			

The selection committee members' scores are averaged for a committee score, which is used to establish a short list of up to three (3) firms. The committee score is adjusted by the committee based on group discussion and information gained from presentations and interviews, if conducted, to develop a final ranking.

9. Independent Estimate – The Village will prepare an independent in-house estimate for the project prior to contract negotiation. The estimate is to be used in the negotiation process.

10. Contract Negotiation – The Village requires a one- or two-person team to negotiate with the top-ranked firm. The team consists of the Purchasing Division and/or the Community Development Director or his/her designee(s).

If an agreement is reached on the scope of services, fee, and schedule, the Community Development Department shall present a recommendation to the Village Board for consideration and approval. After Village Board approval, the consultant will receive a notice to proceed following the submittal of the necessary agreements to IDOT for review.

If agreement cannot be reached on the scope of services, fee, and schedule with the top-ranked firm, the Village may terminate negotiations and continue the process with the second-ranked firm, and if required, the third-ranked firm. If an agreement cannot be reached with any of the firms, staff will reevaluate the scope of services and solicit new proposals for a revised scope of work.

11. Acceptable Costs – The Village requires the Purchasing Division or a designated engineer to review the contract costs and the indirect cost rates to ensure they are compliant with Federal cost principles prior to submission to IDOT.

12. Invoice Processing – The Village requires the Project Manager assigned to any project using federal funds to review and approve all invoices prior to payment and submission to IDOT for reimbursement.

13. Project Administration – The Village requires the assigned Project Manager to monitor work on the project in accordance with the contract and to file reports with the Village Engineer/Purchasing Manager. The Village procedures require an evaluation of the firm's work at the end of each project and maintain the files. The Village follows IDOT's requirements and will submit BLRS Form 05613 to the IDOT at contract close-out along with the final invoice.



## I. BONDS

### 12.01 Bonds

Bonds are the assurance that the contractor will perform accordingly, as specified in the bid or contract. Such bonds shall conform to the minimum standards as set forth in Public Construction Bond Act, 30 ILCS 550/1, *et seq.*

- (a) A performance bond is a contract of guarantee, executed subsequent to award by a successful bidder/offeree, to protect the Village from loss due to the bidder's inability to complete the contract as agreed.
- (b) A payment bond assures the payment of sub-contractors and materials suppliers.
- (c) A maintenance bond assures that the contractor will perform those services required by the contract regarding warranty and guarantee of the project.
- (d) Both Payment and Performance Bonds shall be in the amount of at least one hundred percent (100%) of the contract price unless otherwise stated in the RFB/RFP.

### 12.02 Bid Security/Bond

When the Purchasing Division deems necessary, bid security shall be required by the RFB and for construction contracts. If required, all bids shall be accompanied by either a bid bond executed by a surety company meeting the qualification as specified in the bid documents or money order, certified check, "cashier" check of any national or state bank (United States) payable to the Village and conditioned upon the successful bidder executing the contract, providing the required performance and payment bond, and evidence of required insurance within a reasonable amount of time after notification of award of the contract. **A PERSONAL CHECK OR A COMPANY CHECK OF A BIDDER WILL NOT BE DEEMED A VALID BID SECURITY.** Security of the successful bidder shall be forfeited to the Village for the cost and expense incurred should said bidder fail to execute the contract, provide the required bonds and certificate(s) of insurance, and/or fail to comply with any other requirements set forth in the bid documents. Bid securities of the unsuccessful bidders will be returned after award of the contract.

### 12.03 Bid Protest

A protest bond is required in order to submit a bid protest. Without a qualified protest bond, a protest is waived as a matter of law. The amount of the protest bond and procedures regarding the protest bond are set forth in greater detail in Section 13 of this Policy.

### 12.04 Insurance

In construction and all other contracts, insurance protecting the Village against liability, property damage, personal and advertising injury, and contractual risks is essential. While it is acknowledged that such requirements do add to the initial costs of any project, the reduction of risks involved (injury, fire, theft, vandalism, loss of life, etc.) far outweighs those costs. Insurance coverage for property damage, liability, automotive property damage and liability, and proof of worker's compensation are required. Professional liability insurance may be required in an RFP. Additional coverage may be required, depending upon the nature of the project.

The Village must determine, prior to issuance of the Request for Bids or Request for Proposals which projects or materials (communications equipment, for instance) should have extra protection of bonds and insurance (and amount and type thereof) regardless of how reputable the awarded vendor may be. The Purchasing Division will coordinate the determination of insurance coverages and amounts when such requirements are needed.

#### *Certificate of Insurance*

The Purchasing Division will ensure that the vendor maintains the proper insurance requirements with the use of a Certificate of Insurance and endorsements, which they will retain and monitor. The Village shall be named as ADDITIONAL INSURED on a primary and non-contributory basis on all certificates and policies of insurance. The

Village shall be added to the bidder's policy by way of an endorsement and shall be named as an additional insured. Insurance companies must be licensed to do business in the State of Illinois with a Best's Key Rating Guide rating of no less than an A-minus and a class size of at least X. Additional insurance requirements shall be as set forth in the solicitation documents.

#### 12.05 Indemnification Statement

It is the Village's standard policy to require vendors and contractors who do business with the Village to indemnify the Village against claims brought by the Village resulting from the vendors'/contractors' performance. Such requirements shall be as set for the in the solicitation documents.



## A. CONTRACTS/AGREEMENTS

The terms contracts and agreements are interchangeable in this Policy.

### 13.01 Purpose

The purpose of this section is to provide procedures for the proper review and approval of contracts entered into by the Village. Contract administration begins when it is determined that a contract is either desirable or necessary. Various aspects of contract administration include negotiation between the parties, preparation of contracts and other written documents, review and comment by various departments and public officials, proper approval and execution of contracts, distribution and filing of contracts, and implementation and monitoring of contracts. Good contract administration minimizes duplicity of effort and provides for the proper coordination and participation of those who are necessarily involved in the contract process.

A short form contract should be used as the contract when goods are purchased and the limited terms and conditions on the purchase order are satisfactory. The Village's purchase order is an example of a short form contract. A contract should be entered into when detailed or specialized terms and conditions are needed to agree to the procurement. Staff should work with the Purchasing Division to write a contract that is agreeable to both parties involved.

Terms and conditions that should be included in a contract, but are not limited to are the following:

- A. Description of the goods and/or services being provided by the vendor;
- B. The price of the goods and/or services including all costs of the procurement;
- C. The term of the contract;
- D. A termination clause;
- E. Jurisdiction of law clause;
- F. Delivery/due dates that are agreed upon;
- G. Hold harmless/indemnification clause;
- H. Insurance requirement language;
- I. Payment terms – Local Government Prompt Payment Act;
- J. Freight terms if applicable.

The Village adheres to the Local Government Prompt Payment Act.

### 13.02 Contract Development, Approval and Execution

- A. Contract Development - Subsequent to the receipt of bids, proposals and quotes and prior to approval of the recommended vendor, a written contract shall be prepared by the Purchasing Division in conjunction with the department and Village Attorney as needed.
- B. Contract Approval – The Department Heads may execute all contracts that are within their signing authority. The Village Manager or his/her designee may execute all contracts that are within his/her signing authority.

All contracts that exceed the signing authority of the Village Manager shall be presented to the Village Board for its approval and subsequent authorization of the Village President or Village Manager or his/her designee to execute the contract.

- C. Contract Execution - Upon obtaining approval of the contract by the appropriate authority, the execution of the contract shall adhere to the following:
  1. The Purchasing Division or department shall forward the contract to the vendor for signature.
  2. The vendor shall return the executed contract to the Village to countersign with all documentation required by the contract.

Upon full execution of the contract, one copy shall be forwarded by the Purchasing Division to the vendor and the department. The Purchasing Division shall retain an original copy for the bid file and is responsible for ensuring that the document is filed in the Village document management system.

### 13.03 Contract Monitoring/Administration

A. Department – The department will:

1. Determine the expected quality or performance level required
2. Establish schedules for the duration and completion of contracts
3. Assign a Project Manager or contact person
4. Monitor performance
5. Document contract performance deficiencies and provide full document trail to the Purchasing Division for the bid file
6. Prepare closeout and other final payment reports

B. Purchasing Division – the Purchasing Division will assist the department in the monitoring and administration of contracts. The Purchasing Division will assist to ensure:

1. Full conformance to the specifications by the contractor
2. Ensure the correct legal name is contained in the contract documents and further confirm status of legal entity
3. Hold contractor responsible for damages suffered by the Village resulting from the contractor's failure to perform as agreed
4. Work with the department to ensure that the Village does not fail to perform its obligations, thereby relieving the contractor of performance responsibilities
5. Preclude the issuance of unnecessary or excessively priced change orders
6. Maintain standard clauses for contractual terms and conditions, which promote the best interest of the Village
7. Initiate "cure" process to ensure vendor cures contract deficiencies within a reasonable period of time
8. Maintain records of the following information:
  - a. Contract and PO number
  - b. Bonds and certificates of insurance
9. Maintain records of vendor performance

### 13.04 Vendor Name Change

In the event that a current vendor providing service changes their name, or is acquired by another firm, an amendment to the agreement is necessary to reflect that change. Staff should seek written direction from Village Manager on whether or not a Board Report is required. Staff shall also work with the Purchasing Division to add the new vendor if necessary and change any contracts or purchase orders associated with the goods or services.



## I. PROTEST PROCEDURES

The Village encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner without fear of retribution on the part of a vendor or person, the following protest procedures are adopted:

All purchasing notices of intended decisions, with respect to contract awards, suspensions and debarments, shall set forth the following statement:

“FAILURE TO FOLLOW THE PURCHASING PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY VILLAGE OF GLENVIEW, ILLINOIS, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS”.

### 14.01 Right to Protest

Any actual or prospective bidder, proposer, vendor or person who is allegedly aggrieved in connection with a contract award, suspension or debarment may protest to the Purchasing Division.

Any person adversely affected by an intended decision or action with respect to the award of any formal solicitation, suspension, debarment or any other procurement issues shall file with the Village's Purchasing Division a written notice of protest within three (3) business days of the Village's award. Such protest shall be in writing, shall state the particular grounds on which it is based, shall include all pertinent documents and evidence and shall be accompanied by a cashier's check in the amount of five percent (5%) of the contract award amount, or, if the amount of the contract award cannot be reasonably determined at that time, then in the amount of One Thousand Two Hundred Fifty Dollars (\$1,250.00), made payable to the Village of Glenview, (subject to the procedures and conditions hereinafter stated). The purpose of this protest bond shall be to reimburse the Village for all administrative costs associated with the appeal process.

Failure to submit a protest bond that is compliant with this provision with the bid protest shall be deemed a waiver of the bid protest and is a jurisdictional deficiency in the protest that will forfeit the right of the bidder to maintain the protest.

If the amount of the contract award is not reasonably capable of being quantified at the time the protest is initiated, the initial protest bond shall be One Thousand Two Hundred Fifty Dollars (\$1,250.00), as previously stated. However, in such event, the Village may require a protest bond in a greater amount not to exceed Ten Thousand Dollars (\$10,000.00) if the One Thousand Two Hundred Fifty Dollars (\$1,250.00) is clearly inadequate under the facts presented. If the Village increases the required protest bond amount, the protester shall have five (5) business days in which to pay to the Village in the form of a cashier's check the difference between One Thousand Two Hundred Fifty Dollars (\$1,250.00) and the new amount of protest bond established by the Village (which will not exceed Ten Thousand Dollars (\$10,000.00)). A failure to pay the additional amount of bid bond shall be deemed a waiver of the right to maintain the protest.

Any grounds not stated shall be deemed waived. The formal written protest shall contain the following:

- Village formal solicitation number and title;
- Name and address of the department, division or agency affected;
- The name and address of the affected party, and the title or position of the person submitting the protest;
- A statement of disputed issues of material fact. If there are no disputed material facts, the written letter must indicate so;
- Concise statement of the facts alleged and of the rules, regulations, statutes, ordinances and constitutional provisions entitling the affected party to the relief requested;

- The statement shall indicate the relief to which the affected party deems himself/herself entitled; and
  - Such other information as the affected party deems to be material to the issue.
- A. **PROTEST MEETING:** The Purchasing Division will notify and schedule a bid protest meeting. The meeting shall be scheduled with the protesting party within five (5) business days (excluding Saturdays, Sundays and legal Village holidays) of receipt of the formal written protest. The purpose of the protest meeting is:
- To question and review the basis of the protest;
  - To evaluate the facts and merits of the protest;
  - If possible, to reach a solution of the protest that is acceptable to the affected parties; and
  - If possible, to satisfy the protestor to the extent that the protest might be withdrawn.

In the event that the protest cannot be resolved by mutual agreement, the Purchasing Division shall refer the protest to the Village Manager or his/her within five (5) business days after the protest meeting with a recommendation, in writing, for resolution of the protest. The Village Manager may conduct an evidentiary hearing at his or her sole option, and may designate a representative to preside at such hearing. The Village Manager will conduct a review and make an attempt to resolve the issue in a manner amicable to all parties within ten (10) business days after receipt of the recommendation, date of the hearing or the review, whichever is later.

- B. **STAY OF PROCUREMENTS DURING PROTEST:** In the event of a protest, all work related to procurement, contract award, or project will be stopped until the protest has been resolved.





## I. DEBARMENT OF VENDORS

The Village shall solicit offers from, award to and consent to contracts with responsible contractors only. In accordance with this policy, the Village may debar contractors from Village work. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the Village's protection and not for the purposes of punishment. Debarment shall be imposed in accordance with the procedures contained in this section. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of Village bidders and contractors, and the rejection or termination of Village bidders and contractors based on findings of non-responsibility on a case-by-case basis.

The Purchasing Division shall review cases in which probable cause for disqualification (debarment) exists. The review by the Purchasing Division will consist of information from the affected department and from the vendor or contractor. The Village Manager must ratify any debarment.

### 15.01 Causes for Debarment:

- A. Vendor defaults or fails to fully comply with the conditions, specifications, or terms of a bid, quotation, proposal or contract with the Village; or
- B. Vendor commits any fraud or misrepresentation in connection with a bid, quotation, proposal or contract with the Village; or
- C. Vendor is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract; or
- D. Vendor is charged by a court of competent jurisdiction with the following; embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which directly affects the responsibility as a Village contractor.

If charges are dismissed or the vendor is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to the Village; or

- E. Vendor becomes insolvent, has proceedings in bankruptcy instituted against it or, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property; or
- F. Vendor omission to perform any act which is grounds for disqualification; or
- G. Vendor violates the ethical standards set forth in local, State or Federal law; or
- H. Documented repeated and uncorrected poor performance on a previous project awarded by the Village; or
- I. Any other cause the Purchasing Division determines to be so serious and compelling as to materially and adversely affect responsibility of a vendor as a Village contractor, including but not limited to suspension by another government entity for legally-sufficient cause.

### 15.02 Decision

After the Purchasing Division has determined he/she has cause to suspend or disqualify a vendor, and the action has been ratified by the Village Manager, the Purchasing Division shall notify the vendor in writing of the disqualification, the period of suspension and the reasons for the action taken. The determination of the Village Manager shall be final.



## I. CONFLICT OF INTEREST

The purpose of this Section is to provide guidance to employees engaged in any aspect of the Purchasing function and steps necessary to avoid a conflict of interest.

Employees engaged in the Purchasing function are expected to be free of interests or relationships which are actually or potentially conflicts of interest or detrimental to the best interest of the Village, and shall not engage or participate in any commercial transaction involving a company, its affiliates, divisions or subsidiaries in which they have a significant undisclosed financial interest.

Employees engaged in purchasing who have assumed, or are about to assume, a financial or other outside business relationship that might involve a conflict of interest must immediately inform their supervisor of the circumstances involved. This information will be reviewed at an appropriate level for a decision on whether a conflict of interest is present, and, if so, what course of action will be taken.

In this context, a conflict of interest exists where an employee:

- A. Has an outside interest that materially encroaches on time or attention that should be devoted to the affairs of the Village.
- B. Has a direct or indirect interest in or relationship with an outsider that is inherently unethical or that might be implied or construed to be, or make possible, personal gain due to the employee's ability to influence dealings.
- C. Is partial toward an outsider for personal reasons or whose business judgment is impartial or otherwise inhibited.
- D. Places himself/herself or the Village in an equivocal, embarrassing or ethically questionable position.
- E. Takes personal advantage of an opportunity that properly belongs to the Village.
- F. Uses Village property without approval.

### 16.01 Ethics in Public Purchasing

Acceptance of gifts at any time, of any nature from vendors is prohibited. Employees must not become obligated to any vendor and shall not conduct any transactions from which they may personally benefit. No Village employee or officer shall bid for, enter into, or be in any manner interested in any Village contract nor shall any employee or officer seek to influence the purchase of a product or service from any offeree. Such restrictions shall not be construed to restrict persons from evaluating and appraising the quality and value of the product to be purchased or service to be rendered where the person's scope of employment contemplates advice and counsel with respect to the purchase. No Village employee or officer shall receive any gift or benefit of any nature from prospective bidders. The avoidance of actual or apparent conflicts of interest is a prime requisite to the efficient and sound operation of government and maintenance of the public trust.

All Village employees shall adhere to the ethical standards contained in the Illinois Governmental Ethics Act, the Illinois Municipal Code, the Public Officer Prohibited Activities Act, as well as those contained in the Village of Glenview's personnel policy and ethics ordinance.

The Purchasing Division supports the National Institute of Governmental Purchasing (NIGP) Code of Ethics and adheres to their philosophy of protecting the public trust.

Additionally, Purchasing Division employees will abide by the Universal Public Procurement Certification Council (UPPCC) Code of Ethics in the performance of their duties on behalf of the Village as follows:

- A. Seek or accept a position in procurement only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the Village.
- B. Believe in the dignity and worth of the service rendered by the Village, and the social responsibilities assumed as a trusted public servant.
- C. Be governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the Village and the public being served.
- D. Believe that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.
- E. Identify and eliminate participation of any situations where a conflict of interest may be involved.
- F. Believe that they should at no time, or under any circumstances accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence procurement decisions.
- G. Keep the Village informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts.
- H. Handle all personal and professional matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment on the basis of politics, religion, color, national origin, disability, gender, age, pregnancy and other protected characteristics.
- I. Seek or dispense no personal favors. Handle each administrative problem objectively and empathetically, without discrimination.

The provisions stated in this Policy shall be interpreted to be consistent with the requirements of Illinois statutes, unless a more restrictive requirement is expressly provided in this Policy and the subject of the more restrictive requirement is allowable to the Village pursuant to the State of Illinois Statutes.

### 16.02 Lobbying

Lobbying of evaluation committee members, Village employees, or elected or appointed officials regarding any type of formal solicitation or contract, during the selection process or bid protest, by the bidder/proposer/protester or any member of the bidder's/proposer's staff, an agent of the bidder/proposer/protester, or any person employed by any legal entity affiliated with or representing an organization that has responded to a formal solicitation or contract or has a pending bid protest is strictly prohibited either upon publication of the formal solicitation, until either an award is final, or the protest is finally resolved by the Village.

Nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the purchasing process in the manner outlined in the formal solicitation documents. For purposes of this provision, lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any formal solicitation or contract, through direct or indirect oral or written communication, or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions shall cause any bid or proposal or other formal solicitation response to be rejected and may be turned over to the appropriate authorities for investigation as circumstances warrant.



## I. SURPLUS PROPERTY

### 17.01 Purpose

The purpose of this section is to establish procedures for the transfer and disposal of excess and surplus property consistent with state law. It is also the purpose to maximize returns on excess and surplus property by transferring the property or disposing of it through a public auction, formal solicitation, trade-in, or donation.

### 17.02 Responsibility

When a user department determines that it no longer requires or can no longer use an item of equipment or other property which has been identified as surplus or obsolete material, it must be reported to the Purchasing Division. A determination will be made as to whether the property should be transferred to another department, sold, traded or donated.

### 17.03 Classification of Surplus Property

Items identified as surplus may be classified as follows:

- A. Excess – materials and supplies that are acquired by a government agency but are not required or can no longer be used by the agency but, have a residual value.
- B. Obsolete – materials and supplies that are out of date and are no longer in use or effectively usable.
- C. Scrap – salvageable material that is damaged, defective, or deteriorated to the extent that it has no value except for its basic material content.

### 17.04 Procedure

Departments are to provide the Purchasing Manager with an itemized list of surplus property, including condition, unique features and estimated value.

The Purchasing Division will first attempt to reallocate surplus to any department that can utilize such. For items not reallocated, The Purchasing Manager will determine the most advantageous method for disposal of surplus property, subject to authorization and direction by the Village Board. The Purchasing Division will contact appropriate vendor(s) while maintaining a listing of items released to said vendor(s) for sale.

All Village assets that have resale value will be sold through a public auction or online marketplace, unless otherwise approved by the Village Board. Village employees will not have the opportunity to purchase surplus goods outside of the public auction process.

Upon sale of surplus property, vendor(s) will generate a check (less commission) and mail directly to the Purchasing Division. The Purchasing Division will retain a copy of the check along with itemized listing of sale proceeds in surplus file. Documentation will be provided to the Administrative Services Department along with the check for deposit into the general fund.



## I. CREDIT CARD POLICY

Village-issued credit cards (“Credit Cards”) are issued to designated employees of the Village to support specific and limited types of Village purchasing. Credit Cards are used as a supplement to other acceptable methods of procurement, and should only be used when other approved procurement methods are not available.

The Village strongly encourages the use of other approved methods of procurement when possible. All purchases made with Credit Cards are subject to the requirements and restrictions set forth in the Village’s Policy, as well as the Credit Card Procedures and Acceptable Use Guidelines. Purchases made with Credit Cards are subject to public disclosure under the Freedom of Information Act (the “FOIA”).

# Credit Card Procedures & Acceptable Use Guidelines 19



## I. CREDIT CARD PROCEDURES

The Credit Card Procedures and Acceptable Use Guidelines (“Credit Card Procedures”) govern the use of credit cards (the “Credit Cards”) issued to designated employees of the Village to support specific and limited types of Village purchasing. The Credit Card Procedures are intended to guide employees on appropriate use and protect employees and the Village from inappropriate use of the Credit Cards. Purchasing with a Credit Card must follow the Village Policy including but not limited to the competitive purchasing process and any charges made with the Credit Cards are subject to public disclosure under the Freedom of Information Act (the “FOIA”).

The Credit Cards are Village property. In the event a Credit Card is lost or stolen, immediately report the lost or stolen Credit Card to Glenview State Bank (800-221-5920) and the Village’s Administrative Services Department.

### 19.01 Acceptable Use Guidelines

#### A. General Information

1. As a supplement to other methods of purchasing, the Village uses Credit Cards as a form of payment in limited circumstances in an effort to provide an efficient electronic payment method. Credit Cards should be used only in circumstances when ordinary procurement methods are not available. The use of a Credit Card is not intended to replace effective procurement planning.
2. Holders of a Credit Card should refer to the Village’s Procurement Policy, Personnel Policy and Travel & Training Reimbursement Policy for further guidance regarding acceptable uses.
3. All purchases made with a Credit Card must conform with the Village’s Procurement Policy, including, but not limited to the following:
  - a) Limits on credit card purchases made within a single billing period;
  - b) Avoiding unauthorized purchases;
  - c) Ensure purchase is provided for and within budget limits;
  - d) Compliance with Federal, State and Village statutes, ordinances, rules policies and procedures;
  - e) Ensuring that credit card purchases are not split in a manner that violates the Village’s Procurement Policy;
  - f) Ensuring that purchases do not include any taxes, such as sales tax, from which the Village is exempt.
4. Annually, the Director of Administrative Services, or his/her designee, shall conduct a review of all Credit Cards, including a use analysis to determine if the Credit Card holders’ current position or duties warrant a continued need for the Credit Card.

### 19.02 Card Restrictions

- A. The following uses of Credit Cards are prohibited unless authorized by the Village Manager or his/her designee:
1. Cash advances
  2. Purchases from vendors that already accept the Village's Purchase Orders or that will issue the Village an invoice
  3. Purchases for personal benefit
  4. Reimbursements for meal expenditures under the per diem overnight travel policy (see Employee Handbook Travel and Training Reimbursement Policy)
  5. Purchases of food or beverage, with the following exceptions as approved by a Department Head or Village Manager:
    - a. Refreshments related to a Village hosted meeting or event,
    - b. Employee or official recognition events;
    - c. Emergency situations which require employees to work through their normal meal break;
    - d. Other situations as approved by the Village Manager
  6. Under no circumstances, shall the purchase of alcoholic beverages be allowed, through the use of a credit card (or any other purchasing means of the Village), with the exception of recognition events for citizen volunteers, commission members and departing elected officials.
- B. Returns of a purchase made with a Credit Card must be in the form of an account credit and should not be in cash, check or any other form.

### 19.03 Cardholder Eligibility Criteria

Subject to the approval of the Village Manager, the Village will consider issuance of a Credit Card to certain positions based on the operational needs of the Village as outlined in Exhibit H which may be amended from time to time by the Village Manager.

Before receipt, all persons issued a Credit Card shall acknowledge, in writing, their receipt of, and agreement to comply with this Policy, and their personal limitation on purchases made with the Credit Card within a single billing period.

All recipients of a Credit Card shall no longer be eligible to hold such Credit Card and shall immediately return the credit card to the Village Manager or his or her designee upon the occurrence of any of the following:

- A. Demand by the Village Manager or his or her designee;
- B. Separation of employment from the Village;
- C. Being found to have violated this Policy; or
- D. Can no longer demonstrate a need for the Credit Card

### 19.04 Process for Obtaining a Credit Card

- A. Complete the bank's application and obtain any required Village approvals.
- B. Review this Policy in its entirety and insure all questions are addressed.
- C. Execute the acknowledgement agreement (Exhibit B) to comply with this Policy.

### 19.05 Credit Card Usage Procedures

- A. Procedures before Purchase



1. Ensure that sufficient funds are available in your department budget before making a purchase.
2. Purchase the least expensive item that meets the immediate need.
3. Ensure that the purchase does not include sales tax. Sales tax exemption forms may be obtained from the EIC under Village Financial Forms ("IDOR 2010 Tax Exemption").
4. Obtain a receipt for your purchase. You will need to turn in the original receipt to the Administrative Services Department when you receive your monthly statement. If the receipt is e-mailed to you, a printout of that e-mail is sufficient.

### B. Procedures after Purchase

1. When you receive your itemized monthly Statement of Account, you will do the following:
  - a) Complete the "Credit Card Payment Form" (Exhibit A) within five (5) business days. The following must be included on the form:
    - (1) Cardholder's name in space provided
    - (2) Date of submission
    - (3) Credit Card holder's department
    - (4) Detailed description of each item purchased including the following: detail of the equipment or good purchased, reason for use of credit card, specific event held or attended and reason for event and attendees (if applicable)
    - (5) Department/Org code, object code, and project code (if applicable) to be charged ("Account Number" column)
    - (6) Amount of purchase or credit (list all transactions individually)
    - (7) Total of amounts listed, which should be the same as the amount due on the Credit Card statement
    - (8) Signature of the Credit Card holder ("Requested By")
    - (9) Approval by the Credit Card holder's manager, or in the case of a department head, the Deputy Village Manager or the Village Manager. The approval must be from a person with a title higher than the Credit Card holder. ("Authorized By")
    - (10) Original receipts for all purchases or credits must be attached to the form for processing. For receipts smaller than an 8½ X 11 size piece of paper, tape them to a blank piece of paper.
  - b) Forward the completed Credit Card Payment Form (Exhibit A) with the original receipts and the monthly statement of account to the Administrative Services department within 5 business days of receipt.
  - c) Charges without receipts may be invoiced to the Credit Card holder personally. Repeated failures to provide receipts will result in loss of Credit Card privileges.

### 19.06 Miscellaneous Issues

#### A. Disputed Charges

1. Follow the Credit Card issuer's policy for disputing charges

2. Forward a copy of your written dispute to the Administrative Services Department together with the Credit Card Payment Form and monthly statement of account to be paid.

### B. Lost or Stolen Credit Cards

1. You must immediately report the lost/stolen Credit Card to Glenview State Bank (800) 221-5920 and the Administrative Services Department.

### C. Separation of Employment

1. Upon separation, the employee shall relinquish the Credit Card to the Village Manager or his or her designee.

### D. Accidental Use and Reimbursement

1. In the case of an accidental personal charge being made to the credit card, the credit card holder must submit in writing a letter stating that the charge was not a Village charge, a copy of the receipt, and provide for immediate reimbursement to the Village.



I. **PETTY CASH POLICY**

Petty Cash is used to make small purchases as a supplement to other methods of purchasing. Petty Cash should only be used for small incidental purchases for which there is an immediate need. Petty Cash should not be used to reimburse expenses that can be processed through other approved payment methods.

The Village strongly encourages the use of other approved methods when possible. All purchases made with Petty Cash are subject to the requirements and restrictions set forth in the Village's Policy, as well as the Petty Cash Procedures and Acceptable Use Guidelines. Petty Cash transactions are subject to public disclosure under the Freedom of Information Act (the "FOIA").

# Petty Cash Procedures & Acceptable Use Guidelines 21



## I. PETTY CASH PROCEDURES AND ACCEPTABLE USE GUIDELINES

### 21.01 Acceptable Use Guidelines

All Petty Cash purchases must conform with the Village's Policy, including, but not limited to, the following:

- A. Purchasing only items necessary to meet an immediate need.
- B. Avoiding unauthorized purchases.
- C. Keeping purchases within budget limits.
- D. Compliance with Federal, State and Village statutes, ordinances, rules, policies and procedures.
- E. Ensuring that Petty Cash payments are not split in a manner that violates the Village's Procurement Policy.
- F. Ensuring that purchases do not include any taxes, such as sales tax, from which the Village is exempt.
- G. All transactions made with Petty Cash are subject to disclosure pursuant to the Illinois Freedom of Information Act.

### 21.02 Petty Cash Limits

The Petty Cash limit per transaction is \$100. Petty Cash boxes are located at the Village Hall, Police Department, Public Works and Fire Station #6. Any purchase exceeding the limit cannot be made with petty cash.

### 21.03 Restrictions

The following payments from Petty Cash are prohibited:

- A. Cash advances
- B. Unapproved purchases of a personal nature
- C. Reimbursements exceeding the Petty Cash per transactional limit.

### 21.04 Procedures

#### A. Petty Cash Disbursement Procedures:

##### 1. Procedures before Purchase:

- a. Ensure that sufficient funds are available in your department budget before making a purchase.
- b. Purchase the most economical item that meets the immediate need.
- c. Ensure that the purchase does not include sales tax. Illinois Department of Revenue "IDOR" sales tax exempt certificate may be obtained from the EIC by searching "tax exempt" and use the most recent form.
- d. Obtain a receipt for your purchase. You will need to turn in the original receipt to the Petty Cash coordinator.

##### 2. Procedures after Purchase:

- a. Complete the "Petty Cash Request Form" (Exhibit D). The following must be included on the form:
  - i. Date of purchase;
  - ii. Amount requested;
  - iii. Requestor department;
  - iv. Department/Org code, object code, and project code (if applicable) to be charged;

- v. Description of purchase and purpose;
  - vi. Requestor name and signature;
  - vii. Approver name and signature;
- b. Attach receipt(s) to completed form
  - c. Submit completed form to your department's petty cash coordinator within two weeks of date of purchase
- B. Petty Cash Box Procedures (applicable to petty cash coordinators only):
- 1. Track all payments on the "Petty Cash Log" (Exhibit E)
  - 2. Complete Check Request Form (Exhibit F) (for reimbursement only)
  - 3. Attach completed Petty Cash Log and copies of all Petty Cash Forms to Check Request Form
  - 4. Submit check request to Finance to reimburse the petty cash box to the approved limit at a minimum, quarterly
  - 5. Ensure the currency and receipts in the petty cash box balance all times
  - 6. Submit year-end petty cash log to the Administrative Services Department for audit purposes.





# EXHIBIT B

## CREDIT CARDHOLDER USER AGREEMENT FORM

Please initial beside each statement and sign below. Doing so indicates that you understand and will comply with the credit card requirements provided to you.

\_\_\_\_\_ I understand that the credit card is issued to me and that it is my responsibility to understand and follow all credit card procedures.

\_\_\_\_\_ I understand that the credit card is a restricted-use card and is considered to be Village property. I agree to use my card to only make Village approved purchases and not to use my card to make personal purchases.

\_\_\_\_\_ As a cardholder, I understand I am responsible for all charges on the card even if I allow someone else to use my card (a delegated user). I will ensure that my delegated users understand all credit card procedures.

\_\_\_\_\_ I understand that every purchase made with the credit card must have an itemized receipt.

\_\_\_\_\_ I understand that it is my responsibility to ensure that sales tax is not charged on credit card purchases.

\_\_\_\_\_ I understand that as a cardholder, my monthly credit card statements must be reconciled. I may delegate this task to someone else, but, as the cardholder, I am responsible for the accuracy of these reconciliations. I must sign and date the reconciled statements. My signature indicates that the credit card charges on the statement are in compliance with the Village's Credit Card and Procurement Policies.

\_\_\_\_\_ I understand that as a cardholder my reconciled statement must be reviewed, signed and dated by my supervisor. My supervisor may delegate the review process to someone else as long as that person does not report to me. My supervisor's signature indicates he/she approves the credit card charges on my statement even though it is after the fact.

\_\_\_\_\_ I understand as a cardholder that my card usage may be audited. I am required to provide reconciled statements and all support documents when requested.

\_\_\_\_\_ I understand that improper use of this card may result in disciplinary action, up to and including termination of employment. Should I fail to use the credit card properly, I authorize the Village of Glenview to deduct from my salary an amount equal to the total of the discrepancy. I also agree to reimburse the Village of Glenview for such charges, even if I am not employed by the Village of Glenview.

\_\_\_\_\_ I will immediately notify Glenview State Bank (800-221-5920) and the Administrative Services Department (847-724-1700) if my credit card is lost or stolen.

**By signing this agreement form, I acknowledge receipt of the Village of Glenview's Credit Card Policy and Credit Card Procedures & Acceptable Use Guidelines and agree to abide by their terms. If I have questions or do not understand anything contained within the Credit Card Policy, it is my obligation to resolve these issues before using the credit card.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_ Date \_\_\_\_\_

Employee Printed Name



**EXHIBIT C**  
**CREDIT CARD**  
**MISSING RECEIPT FORM**

For internal use only – please retain with monthly statements

This form is to be completed as documentation only if the actual itemized receipt is not attainable for a transaction made with the Village of Glenview Credit Card. Use of this form in lieu of an actual receipt should be a rare exception, not the rule. The form must be filled out completely, signed by the Cardholder and approved by the Cardholder’s Supervisor.

VENDOR NAME	
TELEPHONE NUMBER:	
ADDRESS:	
DATE ORDER PLACED:	
PLACED BY:	

DESCRIPTION/ITEMS PURCHASED	COST
TOTAL	

Why is the original itemized receipt missing? \_\_\_\_\_

\_\_\_\_\_

Business Purpose of Transaction:

\_\_\_\_\_

Cardholder Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Signature of Supervisor

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_





# EXHIBIT D

## Petty Cash Request Form

*Petty Cash requests must not exceed \$100  
Receipts must be attached*

Completed before payment:

<b>Date</b>		<b>Department</b>	
<b>Amount Requested</b>		<b>Org / Object Numbers If applicable, include Project #</b>	
<b>Description / Purpose</b>			
<b>Requested By</b>			
<b>Signature</b>			
<b>Approved By</b>			
<b>Signature</b>			

Completed after  
payment:

<b>Paid By</b>			
<b>Date</b>			
<b>Received By Name/Date</b>			
<b>Signature</b>			



# EXHIBIT E

## PETTY CASH LOG VILLAGE HALL 1ST QUARTER 2012

Date Paid	Account Number	Description	Amount	Cash Box Balance \$ 400.00
2/3/2012	10015131-540310	Employee Name – Description of Purchase	\$8.00	\$392.00
2/3/2012	10015134-515300	Employee Name – Description of Purchase	\$13.42	\$378.58
2/14/2012	10015131-540310	Employee Name – Description of Purchase	\$12.00	\$366.58
3/1/2012	10013306-535050	Employee Name – Description of Purchase	\$35.88	\$330.70
3/21/2012	10015131-540300	Employee Name – Description of Purchase	\$14.00	\$316.70
		<b>Total</b>	<b>83.30</b>	

<i>Cash On Hand (End of Month):</i>	#	Amount
100.00	3	300.00
50.00		-
20.00		-
10.00		-
5.00		-
1.00	16	16.00
0.25		-
0.10	7	0.70
0.05		-
0.01		-
		316.70

<b>RECEIPTS TOTAL</b>	83.30
<b>CASH TOTAL</b>	316.70
<b>TOTAL</b>	400.00
<b>CASH BOX BALANCE</b>	400.00
<b>BALANCE +/-</b>	-

Please cash this check and ask the cashier to split as follows.

Denominations:	# of them:	Amount:
\$20.00	16	\$320.00
\$10.00	15	\$150.00
\$5.00	16	\$80.00
\$1.00	11	\$11.00
\$0.25	44	\$11.00
\$0.10	46	\$4.60
\$0.05	121	\$6.05
\$0.01	67	\$0.67
		\$583.32

Please return to the Department petty cash coordinator.



# EXHIBIT F

## VILLAGE OF GLENVIEW CHECK REQUEST FORM

**Vendor Name:** Village of Glenview – Petty Cash

**Vendor Number:** 4260

**Address:** 2500 East Lake Avenue, Glenview IL 60026

**Budget Account Number:** See Attached

**Total Amount:** \$ \_\_\_\_\_ (issue as a separate check)

**Description:** Replenish the Petty Cash box for X quarter expenses (MMYYYY-MMYYYY)

**Employee signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Department Head signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

- ❖ Please attach any backup and include a copy of any paperwork that needs to be sent out along with the check.



## EXHIBIT G

# Sole Source Procurement Authorization

Product/Service: \_\_\_\_\_

Vendor: \_\_\_\_\_

Written Determination (Use additional sheets if necessary):

- Item is a component that must be purchased from the original manufacturer to ensure the proper performance of the equipment.
- Item must be purchased from this vendor in order to maintain the warranty on the equipment or in conjunction with other equipment.
- This vendor is the only producer of the item.
- This vendor is a "Protected Manufacturer's Representative". No other distribution channel is available from the manufacturer of this item.
- This item is part of an approved standardization program and has only one vendor.
- This vendor offers a unique service and/or ability no other vendors can offer.
  
- OTHER – Attach a memo and any backup material to this form.

Department Director Approval \_\_\_\_\_ Date: \_\_\_\_\_

Village Manager Approval \_\_\_\_\_ Date: \_\_\_\_\_



## **EXHIBIT H**

### **Card Holder List**

<b>Credit Cards July 2018</b>		
<b>Village of Glenview</b>		
<b>Department</b>	<b>Title</b>	<b>Credit Card Approved By</b>
Administrative Services	Director	Village Manager
Community Development	Director	Village Manager
Fire	Deputy Fire Chief	Village Manager
Fire	Fire Chief	Village Manager
Capital Projects	Facilities Supervisor	Village Manager
Police	Police Commander	Village Manager
Public Safety Support Services	Director	Village Manager
Public Works	Director	Village Manager