



Procurement Policy Manual

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1 Introduction

The Village of Tinley Park ("the Village") is dedicated to providing services efficiently, courteously and in accordance with applicable laws, regulations and guidelines while protecting the monetary assets of taxpayers. The Procurement Policy Manual is intended to serve as a guideline for an effective and efficient means of purchasing materials, equipment and services while adhering to legal requirements. Adherence to this policy will allow for the expedient procurement of items and services.

1.1 Objectives

The basic goals of the Village's procurement program are:

1. To comply with the legal requirements of public procurement and purchasing.
2. To assure vendors that impartial and equal treatment is afforded to all who wish to do business with the Village.
3. To receive maximum value for each dollar spent by awarding purchase orders to the lowest responsible bidder, taking into consideration quality, performance, technical support, delivery schedule, past performance, availability, and safety.
4. To provide Village departments with required goods, equipment and services at the time and place needed and in the proper quantity and quality.

This policy is designed to be a fluid document and will be modified from time to time to conform to changes in legislation, technology, and actual practice. The Village Manager, or his/her designee, shall be the final authority with regards to enforcement of any of the provisions of this policy. Failure to follow the procedures outlined in this policy may lead to disciplinary action in accordance with the provisions of the Village of Tinley Park Personnel Manual. This policy is not intended to provide third parties with any specific rights when transacting with the Village of Tinley Park. All policies and procedures in this Policy are subject to modification by the appropriate Village employees, and, therefore, vendors or other third parties shall not be entitled to rely on the contents of this policy.

2 Authority to Purchase

The Village Manager, per Village Code 74-O-009, is the purchasing agent for the Village and is authorized to make all purchases and other expenditures authorized by the annual budget then in effect. All purchases and other expenditures over twenty-five thousand (\$25,000) first shall be authorized by the Village Board. The Village Manager is authorized to engage the services of engineers, attorneys or other professional consultants for any matter that will create an obligation for such services not exceeding twenty-five thousand (\$25,000) without prior approval of the Village Board.

The Village Manager is authorized to execute contracts, work orders, and other agreements (from here on out called contracts) that are specifically authorized by the Village Board. The Village Manager is also authorized to execute contracts for budgeted routine day-to-day operating activities without specific contract approval by the Village Board, in the case of purchases below \$25,000.

The Village shall have the authority to reject the low bid, to accept any item of a quote or bid, to reject any and all quotes or bids, to accept and incorporate corrections or clarifications following bid openings and waive irregularities and informalities in any quote or bid submitted or in the bidding process, when to do so would not, in the Village's opinion, prejudice the bidding process or create any improper advantage to any bidder.

If only one quote or bid is submitted to the Village, that fact alone shall not prevent the Village from accepting said quote or bid.

3 Types of Procurement & Procedures

3.1 Quote

A quote is a statement by a potential supplier to provide goods or service at a specified price. Whenever possible, the Village should secure written quotes for goods or services.

3.2 Request for Proposal (RFP)

An RFP process is when the Village is soliciting competitive pricing for products and/or services.

RFP procedures shall be used when:

- Other factors will be considered in the selection of the contract in addition to price.
- Where it is expected that negotiations with Bidders may be required with respect to any aspect of the requirements for the provision of Goods and/or Services.
- Where a unique proposal or solution designed to meet broad outcomes to a complex problem or need is required.
- Where there is no clear or single solution.

3.3 Request for Qualifications (RFQ)

An RFQ process is when the Village is seeking information regarding the qualifications of potential suppliers of a service. Typically, in an RFQ process, the Village will attempt to negotiate a price for said service after the most qualified respondent to the RFQ has been identified.

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

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

3.4 Quality Based Selection (QBS)

The Village shall adhere to the State of Illinois' Quality Based Selection (QBS) law for professional services by said law.

Professional services including but not limited to Accounting, Auditing, Financial, Recruitment, Employment, Procurement, Information Technology, Legal, Land Survey, Architectural and Engineering services, are generally procured through a Quality Based Selection (QBS) process and may be followed by or in conjunction with a Request for Proposals (RFP). Further guidance is provided in Section 5.3.

For proposals valued under \$25,000, the Village Manager has authority to award contracts based upon quality, performance, and the time specified. Contracts over \$25,000 must be approved by the Village Board.

3.5 Formal Bid

A formal bid process is typically used for procurement of goods and/or services that are expected to exceed \$25,000 in cost. The competitive bid procedure for work or other public improvements is outlined below, following guidelines established in Illinois Municipal Code 65 ILCS 5/8-9-1. Bids shall be opened in public at the time and location stated in the bid.

Public notice of all invitations to bid shall be published one (1) or more times in at least one (1) newspaper of general circulation within the Village, not less than seven (7) days prior to the date which all bids must be submitted to the Village. When appropriate, the Village may use additional methods of publication including web postings and direct mailings. Bid documents should not be mailed to bidders before the ad is placed in the newspaper. This will ensure that all prospective bidders have the same amount of time to complete the bid document.

The public notice of the invitation to bid shall include, at minimum, the following:

- A general description of the materials, supplies, or work to be purchased;
- The place where bid documents may be found and reviewed;
- The place at which bids must be submitted;
- The time and place for the opening of bids;

- Deposit and bonding requirements, if any; and
- A statement that the Village reserves the right to reject any and all bids received.

For Public Works projects, the Village has established guidelines to be considered a “responsible bidder” under Ordinance 2019-O-079 – Responsible Bidder Requirements on Public Works Projects and 2022-O-032 Amending Chapter 54 of Title V Regarding Responsible Bidder Requirements. See Exhibit A for Ordinance details.

3.6 Potential Vendor Meetings

Periodically, the Village may either host or participate in events that allow for vendors to receive information regarding potential quotes, RFP/RFQ and/or bids that the Village anticipates will be issued over the next twelve (12) months. Information presented to the vendors may include a discussion of applicable Village processes/procedures related to purchasing and instructions on where vendors can locate specific quotes, RFP/RFQ and/or bid information. The Village may attempt to coordinate any potential vendor meetings with the Tinley Park Chamber of Commerce to maximize the effectiveness of said meetings.

4 General Policy

The following processes and guidelines shall be used by all employees and elected officials. A purchase order(s) is an offer to purchase goods or services to the Village from a seller at a predetermined dollar value. A purchase order authorizes a vendor to ship and invoice the materials and services as specified. Where a purchase order (PO) is required, an employee should enter a purchase order request with the appropriate approval queue in the financial software. Purchases should not be made prior to receiving approval for the purchase.

4.1 Purchase Threshold Requirements Table

Purchase Threshold	Purchase Order	Required Written Quotes	Approvals Required
Up to \$4,999.99	No	0	1. Department Head or Designee
\$5,000 to \$24,999.99	Yes	3	1. Department Head or Designee 2. Contract & Purchasing Administrator 3. Finance Director/Assistant Finance Director 4. Village Manager
\$25,000+	Yes	RFP/RFQ or Bid Process	1. Department Head or Designee 2. Contract & Purchasing Administrator

			3. Finance Director/Assistant Finance Director 4. Village Manager 5. Village Board
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*Department heads may, at their discretion, appoint designees with approval authority to act on their behalf.

4.2 Blanket Purchase Orders

Blanket purchase orders are used for those vendors from whom many repetitive purchases are made as supplies are required. Rather than issue a purchase order for each purchase, one purchase order is issued for a specific period (i.e., month, 6 months, or 1 year) to cover all purchases made during that period. Be sure to attach a photocopy of the purchase order to each invoice related to the blanket purchase order.

Materials and services for which blanket purchase orders are used are to be determined by the Department Head in concert with the Budget Assistant and approved by the Finance Department. If it is found that the same small items are frequently purchased under blanket purchase orders, the Department Head shall be responsible for exploring the possibility of regular purchasing and stocking of these items.

4.3 Information Technology (IT) Purchases

To ensure technology procurement follows established policies and guidelines, and that due diligence is performed to ensure compatibility with existing systems and policies, any purchases where the IT Department will be managing the equipment, software or support requires formal approval from the IT Director prior submitting a purchase request.

4.4 Contract Change Orders

Contract Change Orders must meet the following conditions:

1. The amount of the contract is not increased by more than 50%.
2. It is determined that extra work is required outside of the original contract:
 - a. the work to be performed as an extra is essential to the fulfillment of the contract;
 - b. the work could not reasonably be expected to be performed at a lesser sum if the work was authorized through an independent contract rather than as an extra; and
 - c. The emergency nature of the work, the availability of the contractor materials or some other similar reason would not permit the extra work to remain completed until the next regularly scheduled Village Board meeting.

4.5 Local Business Purchases

When purchasing from local businesses, it is recommended to rotate the purchase for specific goods and/or services where possible and feasible. However, competitive pricing and quality are equally important.

For purchases requiring a formal bidding solicitation, Resolution 2005-R-003 Local Vendor Purchasing Policy should be utilized.

See Exhibit B for Resolution.

5 Exceptions to Purchasing Policy

5.1 Contractual Service Quotes

Multiple quotes for contractual services for construction type work (including landscaping and restoration) will be required prior to approval if the work is expected to exceed \$10,000. In these cases, purchase order and approval requirements will mirror the >\$5,000 threshold reflected in the table under General Policy.

5.2 Waiver of Competitive Bidding

For contracts above \$25,000, the Village Board may waive bidding procedures and enter into a contract or agreement. Requests for bid waivers shall be made only when goods or services are proprietary (i.e., sole source), in emergencies as defined in Section 5.5 or when it is in the best interests of the Village, as authorized by the Village Manager with approval of the Finance Chair and the Mayor. In any instance, a statement justifying the need for a bid waiver shall be included in the department's recommendation and accompany the materials submitted for inclusion in the request packet.

5.3 Professional Services

A Request for Proposal (RFP) or a Request for Qualification (RFQ) can be prepared much the same way as the sealed bid process (See Section 3.5) including requirements and minimum standards for the services to be provided. When a RFP or RFQ is issued, a limited number of qualified professionals known to the Village will be invited to submit a proposal setting forth their interest, qualifications, and how they can meet the Village's needs. The RFP/RFQ will also be posted on the Village's website. It is the primary goal of the Department Head to obtain these services from a provider who has a proven record of providing, in a professional way, those services required. A contract will be negotiated with the professional deemed to best meet the Village's needs. If an agreement on the cost and conditions cannot be reached, then

these negotiations will be terminated and negotiations will commence with the next most qualified professional.

The Village Manager is authorized to approve contracts for Professional Services valued at or under \$25,000. Contracts over \$25,000 must be approved by the Village Board.

5.4 Routine Operational Activities

The Village Manager shall exercise freedom in executive work orders as well as contracts for routine day-to-day operating activities without specific contract approval by the Village Board in accordance with the limits established in section 4.0 and in accordance with said purchasing policies.

5.5 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 Tinley Park.

Prior to making such a purchase, the Village Manager, or designee, shall obtain the verbal concurrence within 24 hours of making any purchase. An eventual written concurrence of the emergency to the Mayor and Finance Committee Chairman is required. Following the threshold matrix in Section 4.1, ultimate approval of emergency purchases above \$25,000 resides with the Village Board. Records are to be kept and at the next regular Village Board meeting, all purchases, dates, and amounts shall be presented for formal approval.

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.

5.6 Cooperating Purchasing

Cooperating purchasing between the Village and the State of Illinois, other local governments, local purchasing cooperatives, or arrangements with other organizations can result in significant savings on the purchase price of many items. It is the practice of the Village to enter into cooperative purchasing agreements when:

- A. Significant savings will result;
- B. Quality, Availability, or service will not be sacrificed; and

- C. Ordered items will be delivered directly to the Village (unless other arrangements are approved in advance by the Village).

5.7 Franchise Agreements

From time to time, Village services provided under the terms of a franchise agreement shall become eligible for renewal and/or extension. To ensure that the Village of Tinley Park receives the best value for its contracted services, the Village often times will establish a process of competitive bidding, RFP or RFQ for the contracted service. However, at times, it may be in the best interest of the Village to waive the competitive bidding, RFP or RFQ process and directly negotiate the terms of a contract renewal and/or extension with an existing vendor.

It is understood that the following shall be a guideline for negotiating the terms of the Village of Tinley Park's contract/franchise agreement renewals and/or extensions.

1. On occasion, it will be necessary, or advisable, for the Village of Tinley Park to negotiate the renewal/extension terms of existing contracts/franchise agreements (cable television, electric, gas, refuse services, ambulance services, etc.).
2. In determining if a renewal/extension of an existing contract/franchise agreement is in the best interest of the Village of Tinley Park and its residents the Village Board will consider certain criteria. The criteria shall include, but not be limited to, the following:
 - a. If the vendor is the sole source provider for the Village of Tinley Park;
 - b. If the vendor is meeting and/or exceeding the services levels described in its agreements with the Village. These service levels may include the following items:
 - Restoration of public properties and right-of-way if damage occurred due to vendor's work on said property.
 - Adequate and timely delivery of vendor's services to the residents of Tinley Park.
 - Ensuring that no unreasonable interruptions of vendor's services are occurring in the Village.
 - Timely payments to the Village of any applicable franchise fees.
 - c. History of vendor service complains received by the Village;
 - d. Market trends regarding the cost of current vendor services versus those of other similar service providers in the area;
 - e. Consideration of the value of an existing vendor's knowledge of Village streets, neighborhoods, traffic patterns, knowledge of community events and any other factors which may lead to increased service levels throughout the community; and

- f. Such other criteria as the Village Board may develop from time to time with respect to any particular contract/franchise agreement.
3. Existing contracts/franchise agreements that are eligible for renewal/extension shall be reviewed by the appropriate Village committee for recommendation to the Village Board regarding whether said contract/franchise agreement shall be renewed/extended or become part of a competitive bid, RFP or RFQ process.
4. The Village Board shall determine, on a case-by-case basis, if it is in the best interest of the Village to participate in a competitive bid, RFP or RFQ process or directly negotiate with an existing vendor for the Village's contracted services.

6 Payment Policy

6.1 Local Government Prompt Pay Act

The Village will make payments in accordance with the provisions of the Local Government Prompt Pay Act (50 ILCS 505).

6.2 Sales Tax Exemption

The Village of Tinley Park is exempt from paying all state and local sales taxes. When reviewing and approving invoices, Department Heads and/or their designees shall verify that the vendor has excluded any sales taxes from the amount due. The Finance Department will provide the necessary information regarding the Village's State Sales Tax Exemption Certificate to any vendor upon request. This does not preclude the Village paying sales taxes completed on purchases, however, it is the objective to utilize the exemption to the greatest extent possible.

6.3 Reimbursement to Employees for Purchases Made on Village Behalf

The Finance Department will process reimbursement to an employee for goods and services, purchased by the employee with the employee's money on behalf of the Village, when the Department Head submits the paid receipt and supporting documentation with his or her approval to the Finance department.

6.4 Village Credit Card

6.4.1 Policy

Village-issued credit cards ("Credit Cards") are provided 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, or if specific items have been approved by the Finance Department prior to the credit card purchase.

The Village Manager and his/her designee will make the decision of when a credit card is issued, and to whom, only.

Any misuse of a Village Credit Card is a terminable offense.

6.4.2 Procedures

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 (FOIA).

The Credit Cards are Village property. In the event a credit card is lost or stolen, immediately report the lost card to the Assistant Finance Director.

All purchases made with the Credit Card must conform with the Village's Procurement Policy, including, but not limited to the following:

- a) Avoiding unauthorized purchases;
- b) Ensuring purchase is provided for and within budget limits;
- c) Compliance with Federal, State and Village statutes, ordinances, rules, policies, and procedures;
- d) Ensuring that credit card purchases are not split in a manner that violates the Village's Procurement Policy;
- e) Ensuring that purchases do not include any taxes, such as sales tax, from which the Village is exempt. If unable to have business exclude sales tax at point of sale, employee can still move forward with purchase.

Annually, the Assistant Director of Finance, or his/her designee, shall conduct a review of all Credit Card holder's activity, including a use analysis to determine if the Credit Card holders' current position of duties warrant a continued need for the Credit Card.

6.4.3 Card Restrictions and Purchase Conditions

Spending Limits

The Delegation of Authority that has been provided to each cardholder sets the maximum dollar amount for each single purchase (Single Purchase Limit), and a total for all purchases made within a given billing cycle (30-Day Limit). Each time a cardholder makes a purchase with his/her credit card, these limits will be

checked, and the authorization request will be declined should the amount exceed the parameters. The Village's limits are as follows:

- Single Transaction Dollar Limit - \$2,500
- Credit (30-Day) Limit – Not to exceed \$5,000

Upon request of the Department Directors, certain limits may be approved to be increased by the Assistant Finance Director (i.e. Public Works Purchasing Agent who frequently purchases in bulk on behalf of the Village). In other circumstance, if a purchase is required that exceeds the established limits, the request requires the Assistant Finance Director to approve it. The Assistant Finance Director will contact the credit card issuer to temporarily increase the cardholder's spending limits and notify the Finance Department Accounts Payable. The approval will be emailed to the cardholder for record.

Purchase Restrictions

The following uses of Credit Cards are prohibited unless authorized by the Village Manager or his/her designee:

1. Cash advances and purchases for personal benefit are prohibited at all times;
2. Purchases of food or beverage, with the following **exceptions** as approved by the Department Head or Village Manager:
 - i. Refreshments related to a Village hosted meeting or event;
 - ii. Employee or official recognition events;
 - iii. Emergency situations which require employees to work through their normal meal break;
 - iv. Other situations as approved by the Village Manager;
 - v. Meals or refreshments while attending meetings or conferences not held by the Village;
 - vi. Per diem, within daily limits.

Purchase Conditions

1. The total of a single purchase to be paid for using the card may be comprised of multiple items and cannot exceed the authorized single invoice. Purchases will be denied if the authorization single purchase limit is exceeded. Payments for purchases are not to be split to stay within the single purchase limit.
2. All items purchased over the counter to be paid for using a Credit Card must be immediately available. No backordering allowed.

3. All items purchased during a telephone or website transaction that will not be confirmed by a written order must be delivered in a single delivery.
4. 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.

6.4.4 Card Eligibility Criteria

Subject to the approval of the Village Manager, the Village will consider issuance of a Credit Card to all Department Heads and the Public Works Purchasing Agent. Additional cardholders added to the program will need to be justified and approved by the Village Manager.

Upon receipt, all persons issued a Credit Card shall acknowledge by executing Exhibit C – Credit Card User Agreement, 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 Assistant Finance Director 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;
- D. Can no longer demonstrate a need for the Credit Card.

6.4.5 Credit Card Usage Procedures

Procedures Before Purchase

1. Obtain approval for the purchase in accordance with departmental procedures and the Village's Procurement Policy.
2. Ensure that sufficient funds are available in your department budget before making a purchase.
3. Purchase the least expensive item that meets the immediate need.
4. Ensure that the purchase does not include sales tax. Reach out to the Finance Department if a sales tax exemption form is needed.
5. Obtain a receipt for your purchase. You will need to turn in the original receipt to the Finance Department within 5 business days with your signature and proper allocation. If the receipt is e-mailed to you, a printout of that e-mail is sufficient.

Procedures After Purchase

1. Complete the Credit Card Payment Form (Exhibit D) within five (5) business days of receiving credit card statement. The following must be included on the form:
 - a. Cardholders Name;
 - b. Date of Submission;
 - c. Credit Card holder's Department;
 - d. Detailed description of each item purchased including the following: detail of equipment or good purchased, reason for use of credit card, specific event held or attended and reason for event, and attendees (if applicable);
 - e. Department/Org code with charge account;
 - f. Amount of purchase or credit (list all transactions individually);
 - g. Total amount listed, which should be the same as the amount due on the Credit Card statement; and
 - h. Signature from Department Head noting approval of all purchases.
2. Return Credit Card Payment form with original receipts to Accounts Payable for processing.
3. The Assistant Finance Director will review the submitted statements, sign if approved, and forward the packet to the Village Manager for final approval.
4. **If receipts are missing**, the employee will submit a memo to the Village Manager describing the charge, date of purchase and justification. It will be up to the Village Manager's discretion as to whether the charge will be approved or if the employee will be required to reimburse the Village.
5. **If purchase, with receipt, is determined to be an ineligible purchase, the employee will be required to reimburse the Village.**

Lost or Stolen Credit Card

1. Should an employee lose or have their Credit Card stolen, it is the responsibility of the cardholder to immediately notify the credit card issuer and the Assistant Finance Director of the loss. The telephone number of the Credit Card issuer will be provided when the credit card is issued to the cardholder.
2. The cardholder must notify the Assistant Finance Director of the lost or stolen Credit Card **within one workday** after discovery of the loss or theft of the card. The cardholder will be required to make a written report to the Finance Director **within 3 workdays**, that will include the complete information on the loss, the date the loss was discovered, the location where the loss occurred, if known, the purchases that the cardholder had made prior to the loss, and any other information that may be considered as needed.

Terminating Employee

1. Credit Cards are issued to individual employees. If an employee leaves the department, their card must be collected and destroyed. The approving official in the department will be responsible to collect cards and turn them over to the Assistant Finance Director. The Assistant Finance will destroy the card contact the financial institution that issued the card to advise them that the card has been destroyed.
2. Should a cardholder be transferred within the Village to another Approving Official's area of responsibility; it will be the new Approving Official who will determine if the cardholder should be issued a new Credit Card in their new position.
3. In the event the Approving Official is not able to collect the Credit Card when the employee leaves, the Approving Official shall notify the Village Manager and Assistant Finance Director immediately by telephone and follow-up with a memo to take action to insure the Credit Card is voided. The Assistant Finance Director will notify the card issuer to void the Credit Card to prevent any purchases after the employee leaves.

6.5 Petty Cash

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.

6.5.1 Petty Cash Limits

The Petty Cash limit per transaction is \$25. Any purchase exceeding the limit cannot be made with petty cash.

6.5.2 Petty Cash Procedures

The Finance Department will be responsible for maintaining the sole petty cash box for the Village. The petty cash box will be secured in the Finance Department and requests can be made by an employee to Finance when requesting cash. **Procedures Before Purchase**

1. Ensure sufficient funds are available before making a purchase.
2. Purchase the most economical item that meets the immediate need.
3. Ensure that the purchase does not include sales tax.
4. Obtain a receipt for your purchase.

Procedures After Purchase

1. Complete the Petty Cash Request Form from Accounts Payable
2. Submit completed form and receipt to Accounts Payable
3. **If receipts are missing**, the employee will submit a memo to the Village Manager describing the charge and justification for the purchase. It will

be up to the Village Manager as to whether the charge will be approved or if the employee will be required to reimburse the Village.

6.6 Reimbursement for Meals, Travel, Conferences

Any expenditures for meals, travel, conferences, must include a description of “Who, Where, and Business Purpose”, along with original receipts, and be approved by a Department Manager on an approved Village travel reimbursement form. Reimbursement requests must be approved prior to the employee’s attendance at the event for which reimbursement is being requested. An employee should not approve their own reimbursements for expenditures; but such approval should be done by their immediate supervisor/or manager. In addition, original receipts reflecting form of payment are always required for:

- Airfare;
- Registration/conference fees;
- Lodging and meals;
- Rental car; and
- Expenses exceeding \$75.

6.7 Payment Vouchering Process

Once goods are received, it is incumbent upon the responsible parties to verify receipt of all items ordered against the original amounts ordered and billed. The Packing Slip shall accompany the invoice when received and submit it to Accounts Payable for payment. Similarly, for services performed, the invoice with allocation shall be submitted to Accounts Payable for payment. All invoices should be initialed by the party that approved the purchase and allocated to the appropriate general ledger budgetary account, including project coding as appropriated, where such purchases have been budgeted.

No payments/reimbursements can be issued without an invoice and documentation of purchase.

For all invoices, Accounts Payable will enter the invoice for payment, and route to an accounts payable approval queue. All invoices are reviewed by the Finance Department and approved electronically within financial software for payment. Invoices greater than \$5,000 also require electronic approval by either the Finance Director, the Assistant Finance Director and/or the Village Manager.

7 Conflicts of Interest, Ethics in Purchasing

7.1 Conflict of Interest

No employee, either on that person’s behalf or on behalf of any other person, shall have any financial or personal interest in any business or transaction with any Board,

Commission, Committee, or other public body of the Village unless that employee makes full public disclosure of the nature and full extent of such interest and disqualifies him or herself from participating in and acting upon the resolution of the business or transaction. No Village officers shall have any interest in any contract procurement, work or business of the Village that is prohibited by Section 3 of the Public Officers Prohibited Activities Act (50 ILCS 105/3) and/or Section 3.1-55-10 of the Illinois Municipal Code (65 ILCS S/3.1-55-10).

7.2 Abuse of Purchasing Power

All employees who are given authority to purchase are required to remain within the purchasing authority granted to them and are obligated to follow the rules of this protocol. Employee personal purchases using a Village of Tinley Park account is prohibited.

Dividing of like or similar orders into smaller purchase amounts in order to fall within a certain level of authorized purchasing authority is a direct violation of this protocol. Order splitting is an inefficient practice, results in higher administrative costs to the Village, and could result in individual criminal liability for bidding improprieties.

7.3 Employee and Elected Official Owned Businesses

To avoid the potential for or the appearance of favoritism or collusion on the competitive procurement of services, commodities, materials and equipment, an annual disclosure form shall be required (unless public disclosure requirements have already been met via section 7.1 of this policy) for any item or service that is procured by a firm, corporation, or business that is owned in whole or at least a five (5) percent ownership stake by someone employed by the Village and/or a Village elected office. The form shall indicate, at time of purchase, the employee/elected official name, products or services sold to the Village, dates of sale and the price. However, in no circumstance shall a Village officer have any interest in any contract, procurement, work or business of the Village that is prohibited by Section 3 of the Public Officers Prohibited Activities Act (50 ILCS 105/3) and/or Section 3.1-55-10 of the Illinois Municipal Code (65 ILCS S/3.1-55-10).

8 Policy Review and Revision

This manual may be reviewed from time to time and revised as determined necessary by the Village Board. Interpretations of the guidelines established in this manual shall be referred to the Village Manager for his/her interpretation and final decisions regarding policy implementation.

9 Exhibit A – 2019-O-079 Chapter 54: Responsible Bidder Requirements on Public Works Projects with 2022-O-032

§54.02 Amendments

§54.01 Public works

§54.02 Bid submission requirements

§54.03 Incomplete submissions by bidders and subcontractors

§54.04 Lower bidder not chosen

§54.05 Multiple low bids

§54.06 Public records

§54.07 Applicability

§54.08 Materiality

§ 54.01 PUBLIC WORKS.

(A) For purposes of this chapter, the term “PUBLIC WORKS” shall mean the following: any constructing, altering, reconstructing, repairing, rehabilitating, refinishing, refurbishing, remodeling, remediating, renovating, custom fabricating, maintenance, landscaping, improving, moving, wrecking, painting, decorating, demolishing, and adding to or subtracting from any public building, structure, airport facility, highway, roadway, street, alley, bridge, sewer, drain, ditch, sewage disposal plant, water work, parking facility, railroad, excavation, or other project, development, real property, or improvement, or to do any part thereof, whether or not the performance of the work herein described involves the addition to, or fabrication into, any structure, project or development, real property, publicly owned property, or improvement herein described of any material or article of merchandise, which is paid for out of a public fund or out of a special assessment. The term also includes any public works leased by a political subdivision under a lease containing an option to purchase.

(B) For purposes of this chapter, the term “PUBLIC WORKS” shall not include landscaping that is not performed in conjunction with or as part of work otherwise covered under the Prevailing Wage Act (“Act”), ILCS Ch. 820, Act 130 §§ 1 et seq. When no other covered work such as “hardscape” is involved, such landscaping work is not covered work under the Act and shall not be subject to the requirements contained herein.

§ 54.02 BID SUBMISSION REQUIREMENTS.

(A) In determining whether a bidder is a “responsible bidder” for the award of a public works contract, the bidder must submit the following information and supporting documentation verified under oath on a form designated by the Village of Tinley Park, in order for the bid to be accepted:

- (1) A copy of the Illinois Secretary of State’s Department of Business Services online records evidencing that the bidder has a current corporate annual report on file. If

the bidder is an individual, sole proprietor, or partnership, this division (A) shall not apply.

(2) Documents evidencing current registration with the Illinois Department of Revenue if bidder has employees (e.g., document with account number, Illinois Business Tax number).

(3) Documents evidencing current registration with the Illinois Department of Employment Security if bidder has employees (e.g., document with UI account number).

(4) Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor or any officers of the contractor in the last five years.

(5) Compliance with:

(a) Submittal of Federal Employer Tax Identification Number or Social Security Number (for individual); and

(b) Provision of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Federal Executive Order No. 11375 (known as the Equal Employment Opportunity Provisions).

(6) A statement and certificates indicating that all employees are (i) covered under a current general liability, workers' compensation, completed operations, automobile, hazardous occupation, and product liability and professional liability insurance policy(ies) and (ii) properly classified under such policy(ies). If the bidder is insured with a carrier, the evidence of workers' compensation insurance shall be a copy of the "Information Page" of the bidder's workers' compensation policy and any continuation of that Information Page which include the name and address of the insured, as well as the class codes the compensation premium is based on and the total estimated remuneration per class code.

(7) Furnishing certification that the bidder is not barred from bidding or contracting as a result of a violation of ILCS Ch. 720, Act 5, § 33E.

(8) A statement of compliance with all provisions of the Illinois Prevailing Wage Act (ILCS Ch. 820, Act 130 §§ 1 et seq.) and all rules and regulations therein including wages, medical and hospital insurance and retirement for those trades covered by the Act, for the past five years. Such statement shall also provide that the contractor has reviewed the Prevailing Wage Act or federal Davis-Bacon and Related Acts, has reviewed and agrees to pay the applicable prevailing wage rates attached to the bid specifications, and will strictly comply with the Prevailing Wage Act or federal Davis-Bacon and Related Acts and related requirements. A contractor who has been found

by the Illinois Department of Labor to be in violation of the Prevailing Wage Act twice within a three-year period shall be deemed not to be a responsible bidder for two years from the date of the latest finding.

(9) A copy of the written program for the prevention of substance abuse to be filed with a public body pursuant to the Substance Abuse Prevention on Public Works Projects Act (ILCS Ch. 820, Act 265 §§ 1 et seq.).

(10) A copy of the written sexual harassment policy to be filed with the village pursuant to the Illinois Human Rights Act (ILCS Ch. 775, Act 5 §§ 2-105 et seq.), that includes (i) the illegality of sexual harassment, (ii) the definition of sexual harassment under Illinois law, (iii) a description of sexual harassment, utilizing examples, (iv) an internal complaint process including penalties, (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission, (vi) direction on how to contact the Department of Human Rights and Human Rights Commission, and (vii) protection against retaliation, and a certificate of compliance with Title 7 of the 1964 Civil Rights Act and the Illinois Human Rights Act.

(11) A copy of the written program promoting a drug-free workplace to be filed with the village pursuant to the Illinois Drug Free Workplace Act (ILCS Ch. 30, Act 580 §§ 3 et seq.), establishing that all employees engaged in the performance of work under the contract shall comply with the requirements of the Illinois Drug Free Workplace Act.

(12) A statement that individuals who will perform work on the public works project on behalf of the contractor are properly classified as either (i) an employee or (ii) an independent contractor under all applicable state and federal laws and local ordinances, for the project being bid.

(13) Documents evidencing any professional or trade license required by law or local ordinance for any trade or specialty area in which the contractor is seeking a contract award. Additionally, the contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company.

(14) Evidence of participation in apprenticeship and training programs applicable to the work to be performed on the project which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. The required evidence includes but is not limited to a copy of all applicable apprenticeship standards or apprenticeship agreement(s) for any apprentice(s) who will perform work on the public works project.

(15) Bidder shall certify that all employees expected to perform work on the project have completed a ten-hour or greater OSHA safety program. Only workers that have satisfactorily completed a ten-hour or greater OSHA safety program will be allowed to participate on the project. The bidder must have copies of employee OSHA cards on file, and Village of Tinley Park may request the bidder provide copies of employees' OSHA cards; failure to produce an employee's OSHA card may result in a determination that the bidder is not a responsible bidder.

(16) Disclosure of the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project. Further, each such subcontractor shall be required to adhere to the requirements set forth herein as though it were bidding directly to Village of Tinley Park. Each contractor shall submit all subcontractor information and supporting documentation to Village of Tinley Park prior to the subcontractor commencing work on the project.

(17) Statements as to past performance, which shall give an accurate and complete record of all public works projects completed in the past three years by the contractor. Such statements shall include the name of the public body and the project, original contract price, final contract price, and the names of all subcontractors used, if applicable, and a statement as to compliance with completion deadlines.

(18) Furnishing of required performance and payment bonds.

(19) Any determinations by a court or governmental agency for violations of federal, state, or local laws, including but not limited to serious, willful or repeated violations of the Occupational Safety and Health Act (OSHA), violations of contracting or antitrust laws, tax or licensing laws, environmental laws, or the Federal Davis-Bacon and Related Acts.

(20) Furnishing evidence that the bidder has not only the final responsibility but also the ability to respond to the needs of the village by the discharge of the contractor's obligations in accordance with what is expected or demanded under the terms of the contract.

(21) Evidence of participation in apprenticeship training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization; and evidence that any applicable apprenticeship program has graduated at least five (5) apprentices in each of the past five (5) years for each of the construction crafts the bidder will perform on the project. Evidence of graduation rates is not required for apprentice-able crafts dedicated exclusively to the transportation of material and equipment to and from the public works project.

Additional evidence of participation and graduation requirements may be requested by the Village Manager at its discretion.

It is the sole responsibility of the bidder to comply with all submission requirements at the time it submits its bid to the Village of Tinley Park. Bidder submissions deemed inadequate, or incomplete, may result in a determination that the bidder is not a responsible bidder.

The submission requirements also apply to all subcontractors, except that the successful bidder shall submit all subcontractor submissions to the Village of Tinley Park prior to the subcontractor commencing work on the project. Failure of a subcontractor to submit the required information shall disqualify the successful bidder from performing work on the project and shall constitute a contractual default and/or breach by the successful bidder. The village may withhold all payments otherwise due for work performed by a subcontractor, until the subcontractor submits the required information and approves such information. Further, where deemed necessary, the village may also require that the successful bidder remove the subcontractor from the project and replace it with a responsive and responsible subcontractor.

(B) The bidder and subcontractor(s) have a continuing obligation to report any material changes to their status as it pertains to any of the items contained in this Section, at any time. Such changes must be reported in writing to Village of Tinley Park within 14 days of its occurrence. Failure to comply with this requirement is grounds for the contractor to be deemed a non-responsible bidder.

§ 54.03 INCOMPLETE SUBMISSIONS BY BIDDERS AND SUBCONTRACTORS.

(A) It is the sole responsibility of the contractor to comply with all submission requirements at the time it submits its bid to the village. Contractor submissions deemed inadequate or incomplete may result in a determination that the contractor is not a responsible bidder.

(B) The submission requirements also apply to all subcontractors, except that the contractor shall submit all subcontractor submissions to the village prior to the subcontractor commencing work on the project. Failure of a subcontractor to submit the required information shall not disqualify the successful bidder from performing work on the project and shall not constitute a contractual default and/or breach by the successful bidder. However, the village may withhold all payments otherwise due for work performed by a subcontractor, until the subcontractor submits the required information and the village approves such information. Further, where the village deems necessary, the village may also require that the successful bidder remove the subcontractor from the project and replace it with a responsive and responsible subcontractor.

§ 54.04 LOWER BIDDER NOT CHOSEN.

When the award is not recommended to be given to the lowest bidder, a statement of the reason for such recommendation shall be prepared by the Village of Tinley Park.

§ 54.05 MULTIPLE LOW BIDS.

When two or more responsible bidders submit the same low bid, the contract award shall be determined by drawing lots at a public meeting of the Village of Tinley Park Board of Trustees unless one bidder is a local contractor and one is a non-local contractor, in which event the local contractor shall be awarded the contract.

§ 54.06 PUBLIC RECORDS.

All information submitted by a contractor or subcontractor pursuant to this chapter are public records subject to review pursuant to the Illinois Freedom of Information Act (ILCS Ch. 5, Act 140 §§ 1 et seq.).

§ 54.07 APPLICABILITY.

This chapter shall apply to all public works projects that must be competitively bid pursuant to ILCS Ch. 65, Act 5 § 8-9-1 or any other applicable Illinois law or, if competitive bidding is not required pursuant to Illinois law, where the village chooses to award the public works contract via competitive bidding.

§ 54.08 MATERIALITY.

The requirements of this chapter are a material part of the bid documents and the contract and the successful bidder shall insert this chapter in all subcontracts.

10 Exhibit B – 2005-R-003 Local Vendor Purchasing Policy

The Local Vendor Purchasing Policy as approved under Resolution 2005-R-003 is reproduced below for convenience.

The Village of Tinley Park believes it is important to provide local vendors with opportunities to provide goods and services to the Village of Tinley Park. This belief is based upon the fact that the active uses of commercial properties in Tinley Park benefits the community through stabilization of property tax, the creation of local sales tax and the provision of employment opportunities for citizens of the community and surrounding region. In an effort to promote the aforementioned benefits, the Village of Tinley Park wishes to provide local vendors with preferential treatment when competing for contracts with the Village. A local vendor is defined as a business that has an actual business location within the Village of Tinley Park and is licensed by the Village. The Village will not award a contract to a local vendor when the difference between the local vendors bid and the otherwise lowest responsive and responsible bid exceeds the applicable percentage indicated as follows:

Contract value	Range (up to a maximum of)
\$0 to \$250,000	5%
\$250,000 to \$500,000	4%
\$500,000 to \$750,000	3%
\$750,000 to \$1,000,000	2%
\$1,000,000 to \$2,000,000	1%

Under no circumstances will any contract be awarded to a local vendor when the local vendor's bid exceeds the lowest responsive and responsible bid by \$25,000 or more.

This policy shall **ONLY** apply if formal notice of the aforementioned criteria is provided as part of the bid specifications. In addition, it should be noted that the Village of Tinley Park shall not be obligated to forego the low bidder in favor of the local vendor under any circumstances. However, this policy simply provides the Village with the option of doing so when applicable. Furthermore, this policy shall not apply in any situation where any portion of the contract amount is being paid with funds other than Village monies. Specifically, this policy shall not apply in any situation where the Village has received a grant or otherwise received a source of funds other than its own funds.

11 Exhibit C – Credit Card User Agreement Form



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 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 make every effort to ensure that a sales tax is not charged on credit card purchases.

_____ I understand that as a cardholder, my monthly credit card statement 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 card properly, I authorize the Village of Tinley Park to deduct from my salary an amount equal to the total of the discrepancy. I also agree to reimburse the Village of Tinley Park for such charges, even if I am not employed by the Village of Tinley Park.

_____ I will immediately notify Fifth Third Bank (800-375-1747) and an Assistant Finance Director (x5058 or x5068) if my credit card is lost or stolen.

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

Employee Signature

Employee Printed Name

Date: _____

12 Exhibit D – Record of Credit Card Usage

Record of Credit Card Usage

Instructions: Use this form to document Credit Card use. Reconcile the information on this form with your monthly billing statement, sign and date the form, and submit it with the billing statement to the approving official.

1. Closing Date (enter closing date of statement)
2. Name of Cardholder (as it appears on Card)
3. Department

[illegible]

10. Remarks	
11. Signature of Cardholder (Sign in Ink)	12. Date
13. Signature of Assistant Finance Director	14. Date
15. Signature of Village Manager (or Designee)	16. Date