



VILLAGE OF OAK PARK

PURCHASING POLICY

EFFECTIVE DATE: October 4, 2016

TABLE OF CONTENTS

<u>Section/Description</u>	<u>Section #</u>	<u>Section Start Page #</u>
Introduction & Purpose	1	1
Scope	2	2
Ethics	3	2
Purchasing Authority	4	2
Competitive Bidding	5	3
Petty Cash	6	3
Single Vendor for Multiple Projects	7	3
Credit Cards	8	3
Bidding Procedures	9	3
Request for Proposals (RFP) and Qualifications (RFQ)	10	5
Sales Tax Exemptions	11	6
Special Purchase Requirements	12	7
Government Joint Purchases	13	7
Insurance Requirements	14	7
Change Orders & Contract Amendments	15	7
Employee Mileage/Per Diem & Misc. Reimbursements	16	8
Forms and Records	17	9
Laws and Regulations	18	9
Credit Card Policy	Appendix A	10
Insurance Requirements	Appendix B	12
Minority and Women Business Enterprise Participation Policy	Appendix C	14

1. Introduction & Purpose

The purpose of this Purchasing Policy ("Policy") is to provide direction to Village personnel in the procurement of construction, repair, and maintenance projects; supplies; and services in accordance with the requirements of Illinois state law and Chapter 2 ("Administration"), Article 6 ("Finance Department") of the Oak Park Village Code ("Village Code"). The requirements set forth in this Policy may be amended at any time by the Village Manager. All Village personnel shall abide by this Policy and the requirements set forth herein.

The goals of this Policy are:

- A. To comply with the legal requirements of public purchasing and procurement;
- B. To empower and motivate employees by enabling some degree of process and discretion based upon individual employee experience and knowledge about the best and most efficient way possible to purchase a product;
- C. To improve efficiencies by implementing some degree of decentralization provides more ability for individuals to influence the purchasing process. This does not mean that the Village does not hold individuals accountable for following mandatory guidelines but rather recognizes the extreme diversity of goods the Village of Oak Park purchases and allows for some flexibility to promote greater efficiency within departments;
- D. Improve accountability through individual autonomy to make a decision and take ownership of the decision made;
- E. Increase ability to meet desired outcomes such as purchasing the most efficient product for the best value can likely be applied to most commodities purchased. The priority those outcomes take may also vary among items. Pens, for example, would likely carry price and functionality as the top two desired outcomes. Economies of scale can be accomplished by buying certain merchandise in bulk or from a single vendor. Vehicle tires, on the other hand, might have the same desired outcomes of price and functionality, but also very high (perhaps even first) on that list would be safety. Since different goods have different desired outcomes, a decentralized purchasing policy recognizes this fact and allows for the individual user of the product to take ownership in the procurement decision making process;
- F. 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 and other relevant factors;
- G. To provide Village departments the required goods, equipment and services at the time and place needed and in the proper quantity and quality; and
- H. To promote solid vendor relationships, while maintaining strict ethical standards.

2. Scope

- A. This Policy shall govern all procurement for the Village, and provide procedural requirements in conformance with the provisions of the Village Code. This Policy includes certain rules and regulations for both the procedure to be utilized when procuring goods and/or services as well as the required authorization needed which is typically based on the type of value of the transaction.
- B. Any dollar amounts used within this Policy is assumed to be gross of any potential trade-in of Village property. For example, should a vehicle at a gross quote price of \$26,000 be purchased with a trade-in vehicle valued at \$10,000, this purchase would fall under a purchase cost of \$25,000 or more rather than the net amount of \$16,000.

3. Ethics

- A. **Code of Ethics.** Transactions relating to the expenditure of public funds require the highest degree of public trust to protect the interests of the Village and the residents of Oak Park. Village officials and employees shall always perform their duties for the benefit of the citizens of the Village in strict accordance with Chapter 2 ("Administration"), Article 25 ("Conflict of Interest and Ethics") of the Village Code.
- B. **Discipline.** Any violation of this Policy or falsification or misrepresentation of procurement information may subject an employee to disciplinary action, up to and including termination.

4. Purchasing Authority

<u>Purchase Amount</u>	<u>Procedure</u>	<u>Required Authorization</u>
\$100.00 or less	1 verbal quote required and may be reimbursed from petty cash	Department Director
\$101-\$999	1 verbal quote	Department Director
\$1,000-\$5,000	2 written quotes	Department Director
\$5,001-\$10,000	3 written quotes	Department Director and CFO
\$10,001+ Public improvements only	Competitive bidding or RFP/RFQ	Village Board
\$10,001-\$25,000 Non-public improvements	Competitive bidding or RFP/RFQ	Department Director, CFO, and Village Manager
\$25,001+ Non-public improvements	Competitive bidding or RFP/RFQ	Village Board

For purposes of this Policy, a “public improvement” is defined as any project that is constructed for a public benefit that either enhances or improves an existing Village owned asset, including Village infrastructure, or creates a new asset that is accessible to the public pursuant to any funding source. Maintenance and/or repairs which are required for an existing asset that do not enhance or improve such asset to a greater extent than when that asset was in its new or original condition shall not be considered a public improvement.

Purchase orders shall be required for any purchase exceeding \$5,000. Purchase order for less than \$5,000 shall be required at the Department Director’s discretion.

5. Competitive Bidding

It is the policy of the Village to procure needed materials, equipment, and services at the lowest possible cost. Where a competitive market exists for a particular purchase over the stated threshold pursuant to Section 4 above, the vendor must be selected based on a competitive bidding process. Competitive bidding or a decision to not select the lowest bidder based on past history with a particular vendor or pursuant to concerns regarding quality control or for any other reason may be waived by a two-thirds (2/3) vote of the Village Board.

6. Petty Cash

The Village maintains a petty cash fund to reimburse employees for mileage or relatively insignificant purchases made on behalf of the Village. Receipts must be presented and signed by the employee and Department Director prior to being presented for reimbursement out of the petty cash fund. In no event shall petty cash be used for any reimbursement exceeding \$100.00. Should a reimbursement exceed \$100.00, it must be paid through the accounts payable process.

7. Single Vendor for Multiple Projects

When a vendor is proposed to be engaged by the Village for multiple projects, the bidding requirements set forth herein shall be applicable for each individual project.

8. Credit Cards

The Village maintains a separate Credit Card Policy which must be signed by all authorized employees who have a Village card or have been delegated to use a Village card. The Credit Card Policy is attached hereto as Appendix A.

9. Bidding Procedures

- A. **Public Notice Required.** Public notice of all invitations to bid shall be published a minimum of one time in at least one newspaper of general circulation within the Village, not less than ten days prior to the date by which all bids must be submitted to the Village. In addition, all public notices of invitations to bid shall also be posted on the Village website. At the Department Director’s sole discretion, any such bid may also be posted on DemandStar. The Department Director or designee may also solicit bids by sending copies of the newspaper notice directly to prospective bidders which ordinarily provide the type of construction, repair, and maintenance projects; supplies; and services being sought.

- B. The public notice of the invitation to bid shall include, at a minimum, the following:
1. A general description of the materials, supplies, or work to be purchased;
 2. The location of the work site, if applicable;
 3. The place where bid documents may be found and reviewed;
 4. The place and time at which bids must be submitted;
 5. The time and place for the opening of bids;
 6. Deposit and bonding requirements; and
 7. A statement that the Village reserves the right to reject any and all bids received.
- C. **Additional Information.** The Village reserves the right to require from any bidder prior to the award of a contract, additional information including, but not limited to, information regarding the bidder's business and technical organizations; the bidder's plant, equipment and personnel available to perform the contract; the bidder's financial resources; the experience of the bidder's personnel; the bidder's experience in providing construction, repair, and maintenance projects; supplies; and services that are similar to the construction, repair, and maintenance projects; supplies; and services for which the contract will be awarded; a history of the bidder's contract defaults and litigation; and a list of the bidder's pending construction or other projects and outstanding bids and proposals.
- D. **Bid Security.** Each bid in the amount of \$20,000 or greater shall be accompanied by a cash deposit, in the form of a cashier's check or bid bond equal to 5% of the contract price unless waived. The bid security shall be returned unless otherwise specified in the bid specifications, except that a successful bidder shall forfeit its bid security upon its failure to enter into a binding contract as provided in the invitation to bid. Certain exceptions are permitted under this section when requiring a bid bond is not feasible or practical at the discretion of the Department Director.
- E. **Submission of Bids.** Bids shall be submitted to Village in a sealed envelope bearing the legend "Sealed Bid for [Name of Work]" at the place and before the time of the opening of bids specified in the invitation to bid. All bids received after the time specified for the opening of bids shall be returned unopened and shall be considered non-responsive.
- F. **Opening and Evaluation of Bids.** All bids shall be opened in public with no less than two witnesses, who may include members of the Village's staff, present at the time specified for the opening of such bids. All bids shall be tabulated and referred to staff for evaluation and recommendation to the appropriate departments and shall be kept on file.
- G. **Award of Contract to Lowest Responsible Bidder.** The contract shall be awarded within the time specified in the bidding documents or, if no time is specified, within a reasonable time, by written notice to the lowest responsible bidder whose bid is judged to be the best bid and most favorable to the interests of the Village. In determining the lowest responsible bidder, the Village shall consider the following factors in addition to price, as applicable:

1. The compliance of the bid, including required plans and specifications, with bidding and contract requirements;
2. The ability, capacity, and skill of the bidder to perform the contract;
3. Whether the bidder has the requisite facilities, plant, capital, financial resources, organization, and staffing to enable the bidder to perform the contract successfully and promptly, within the time specified, without delay or interference;
4. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
5. The quality of the bidder's performance of previous contracts or services;
6. The previous and existing compliance by the bidder with other contracts and the laws or ordinances relating to said contracts;
7. Where relevant, the ability of the bidder to provide future maintenance and service; and
8. The conditions placed on the bid by the bidder; and any other factor that the Village may legally consider in determining the bid that is in the Village's best interest.

H. **Lowest Responsible Bidder Over Budget.** If the bid price from the lowest responsible bidder is considered to be higher than the original budget estimate, as permitted under Illinois law, the Department Director may seek to negotiate with the lowest responsible bidder for a reduced bid price. These negotiations, however, must not include a change in the bid specifications, including quantity ordered if applicable. Should the negotiations with the lowest responsible bidder fail to produce a satisfactory reduction in the bid price, then the Department Director shall pursue one of the following courses of action:

1. Reject all bids and re-bid the contract with appropriate changes to the bid specifications; or
2. Recommend to the Village Manager and/or Village Board that the bid should be awarded to the lowest responsible bidder but disclose that the lowest bid exceeds the amount original estimated amount.

10. Request for Proposals (RFP) and Request for Qualifications (RFQ) Procedures

A. **Department Recommendation.** Any contract for professional services, determined by a Department Director or which requires a high degree of professional skill where the ability or fitness of the individual plays an important part, may be awarded to the person or entity whose proposal for the services is most advantageous to the Village as determined by the Village Manager, Chief Financial Officer, and/or the Village Board.

- B. **Solicitation and Submission of Proposals.** Proposals for such work may be solicited by a Department Director depending on the level of expenditure in such other manner as determined by the Village Manager to be efficient for the submission and review of such proposals.
- C. **Opening of Proposals.** The opening of proposals shall not be open to the public to avoid disclosure of confidential information to competing professionals or firms.
- D. **Evaluation.** In making such determination, the Department Director shall consider any evaluation factors that have been established for the proposals.
- E. **Qualification Based Selection.**
 - 1. Licensed architectural, engineering and land surveying firms may file a statement of qualifications and supporting performance data annually with the Village. When the Village wishes to engage in a project involving architectural, engineering, or land surveying services, minimum requirements upon solicitation by the Village for such services are:
 - a. Firms must submit qualifications under a separate cover from their price proposals;
 - b. Village staff must evaluate qualifications independently and apart from proposed fees; and
 - c. Only after the selection of most qualified firm may Village staff enter into fee negotiations with that firm.
 - 2. Exceptions to Qualification Based Selection: The Village may disregard the notice, evaluation and selection steps set forth above when a written recommendation is made to the Village Manager for approval and based upon project costs, with approval of the Board of Trustees in at least one of the following situations:
 - a. The Village already has a satisfactory existing relationship with a firm providing the services;
 - b. The Village Board, by resolution, determines that the services are needed on an emergency basis;
 - c. The cost of the services is expected to be less than \$25,000; or
 - d. Under any other circumstance pursuant to Village Board authorization by a two-thirds (2/3) vote.

11. Sales Tax Exemption

Village purchases are not subject to sales tax and therefore, employees must make every effort to inform vendors of the Village's tax exempt status and to ensure that sales tax is not paid for any purchases, including those made via petty cash or on a Village issued credit card. Exemption certificates are available on the Village intra-web or by contacting the Finance Department.

12. Special Purchase Requirements

Contracts for construction, repair, and maintenance projects; supplies; and services that are produced or provided by only one supplier or vendor meeting special Village requirements may be awarded without engaging in open market purchasing or competitive bidding. For this exception to apply, the following steps must be followed:

- A. If the Department Director or Village Manager or designee determine that there is only one supplier or vendor that can provide the construction, repair, and maintenance projects; supplies; and services within the special parameters required by the Village or pursuant to an overall plan for procurement to achieve improved public service or long term operational efficiencies for the Village, he or she is authorized to negotiate and to recommend to the Village Manager or Village Board, as applicable, a contract with such supplier to purchase the construction, repair, and maintenance projects; supplies; and services, at prices or on terms most advantageous to the Village; and
- B. In such a case, the Department Director, Village Manager, or designee shall make a written determination of the basis for the special Village parameters or overall plan for procurement to achieve improved public service or long term operational efficiencies for the Village and that such supplier is the sole source for such construction, repair, and maintenance projects; supplies; and services. The written determination shall be on the form as required by the Village Manager or designee, and noted in the Village's financial management software, purchase order, and/or other relevant documentation.

13. Government Joint Purchases

Contracts for joint purchasing of construction, repair, and maintenance projects; supplies; and services with one or more governmental units shall conform to the requirements of applicable law, such as, without limitation, the Governmental Joint Purchasing Act, 30 ILCS 525/0.01 et seq., and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., or be approved pursuant to the exercise of the Village's home rule powers. Nothing shall prevent the Village from seeking quotes and bids, and making purchases, from vendors who can provide lower prices than those available through joint purchasing upon equal or better terms.

14. Insurance Requirements

The Village shall require that contractors maintain minimum insurance amounts as indicated in Appendix B. Only the Village Manager or the Village Manager's designee shall have the authority to accept insurance coverage below the amounts indicated in this Policy as determined on a case by case basis.

15. Change Orders and Contract Amendments

- A. **Department Director's Authority - Other than Construction.** In procurements other than for construction, when the total contract amount is under \$25,000, the Department Director responsible for supervision of any contract shall have authority to authorize any change to such contract that, when added to all other changes to such contract, would not increase the original contract price by more than 5% or \$2,500, whichever amount is less so long as the total contract value after such change order does not exceed \$25,000.

- B. **Department Director's or Authorized Designee – Construction.** In procurements for construction, the Department Director shall have the authority to authorize any change for the lesser of 5% or \$10,000, if such amendment is permitted in the adopted Board authorizing resolution. In addition, any such amendment will be subject to approval by the Chief Financial Officer and must not conflict with any other requirement under this section.
- C. **Village Board Approval.** Any change order that increases the cost of a contract by a total of \$10,000 or more must be approved by the Village Board.

16. Employee Mileage/Per Diem & Miscellaneous Reimbursable Expenses

- A. With Department Director approval, when an employee uses a personal vehicle for Village purposes, a mileage reimbursement request may be submitted to reimburse said employee at the then current Internal Revenue Service designated rate for all miles driven related to Village business.
- B. Employees, on occasion, may be authorized to attend a local seminar and incur travel expenses for use of a personal vehicle. In such instances, mileage reimbursement shall be the difference of the additional miles driven, if any, from the origination to the destination point, less the normal round trip commuting miles driven by the employee. All distance calculations should be determined using MapQuest or a similar application.
- C. When an employee is outside his or her normal work environment (i.e., seminar or off-site Village meeting) and such time away encompasses the typical lunch hour between the times 11:30 a.m. - 2:00 p.m., the employee shall be entitled to reimbursement for lunch at the lesser of the actual amount paid or the current Internal Revenue Service per diem lunch amount for that particular location.
- D. Should an employee be approved to attend an out-of-town conference, seminar, job training class, meeting or other work-related function that requires an overnight stay, the employee shall be reimbursed for all direct costs related to the travel plus a fixed daily per diem amount for meals and incidental expenses as set forth on the United States Governmental Services Administration website. Receipts shall not need to be submitted upon completion of the travel to receive the out-of-town daily per diem amounts and the per diem amount may be requested in advance, subject to approval by the Village Manager or the Chief Financial Officer. If out-of-town travel to the destination or the return home encompasses a partial first or last day, a full day of per diem shall be provided to the employee for that day.
- E. Prior to making arrangements, all out-of-state travel must be approved by a Department Director and a request for secondary approval must also be submitted to the Village Manager or designee on the appropriate form. No out-of-state travel arrangements shall be permitted until both the Department Director and Village Manager, or designee, approve the travel request form.
- F. It is Village policy that any and all Village related expenses should be charged to a Village issued credit card rather than a personal credit card. In instances when the employee is not authorized or does not have access to a Village credit card, the employee may use a personal credit card and seek reimbursement via the accounts payable process.

17. Forms and Records

All applicable forms required such as for competitive bidding, purchase requisitions, petty cash reimbursements, and travel expense reimbursements will be made available to all employees via the Village's intranet page.

18. Laws and Regulations

Village purchases must comply with all applicable federal, state and local laws then in existence, including the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* and the Davis Bacon Act, 40 U.S.C. § 3141 *et seq.* as applicable.

APPENDIX A
VILLAGE OF OAK PARK
CREDIT/PURCHASING CARD POLICY

In effort to improve purchasing efficiencies, the Village of Oak Park may assign a credit or purchasing card to certain management level employees. The use of a Village credit card shall be considered a privilege to the employee and at the sole discretion of the Village Manager.

By accepting and/or using a Village issued credit or purchasing card (herein referred to as “the card”), the employee hereby agrees to the following:

1. The card shall in no way be utilized to circumvent any Village purchasing policy rule or requirement.
2. The card user shall use due diligence in handling the card and will notify the Village Finance Department immediately should the card be lost or stolen.
3. The card will only be used for Village business and/or purchases. Under no circumstance may the card be used by any employee for personal purchases. The use of the card for any personal purchase (even if reimbursement is subsequently made to the Village) shall be an automatic breach under this agreement and subject employee to possible disciplinary action as well as loss of all card privileges.
4. On a monthly basis, each card holder will be required to reconcile his or her own credit card statement using a template provided by the Finance Department, enclose all receipts and/or other supporting documentation for charges, and submit reconciliation with all support to Finance so that payment can be timely processed by Accounts Payable prior to payment due date.
5. Card user must notify vendors that purchase is exempt from sales tax. The employee may obtain the tax exemption certificate from the Finance Department or via Village intra-web.
6. Cardholder may allow others within same department to utilize card on an as-needed basis but shall still be held fully accountable for all charges on card and adherence to this policy. It shall be the cardholder’s responsibility to reconcile each month and determine that receipts are provided to Finance for all charges included on the reconciliation.
7. When the card is used to pay for a meal as permitted under the Village purchasing policy, under no circumstance shall the card user charge any tip exceeding 20% for dining in or 10% on a delivery. However, such tips may be rounded up to the highest dollar.
8. The card user agrees that only the Chief Financial Officer or Village Manager may adjust the credit limit on the card. In no event shall a cardholder attempt to change a card credit limit.
9. The card must be surrendered upon termination from Village employment or pursuant to any change of job title which no longer requires use of the card.

By signing below, I agree to abide and adhere to this policy.

Signature

Printed Name

Date

APPENDIX B

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$ 2,000,000
Each Occurrence	\$ 1,000,000
Personal Injury	\$ 1,000,000
- iii. Cover all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor.

(B) **Professional Liability (applicable only to certain contracts, such as engineering services):**

- i. Per Claim/Aggregate \$2,000,000
- ii. Cover all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor, and the Contractor's obligations under the indemnification provisions of this Agreement to the extent same are covered.

(C) **Workers' Compensation:**

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who provide services to the Village, and in case work is sublet, the Contractor shall require each subcontractor similarly to provide workers' compensation Insurance.

(D) **Comprehensive Automobile Liability:**

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits:

Combined Single Limit	\$1,000,000
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(E) **Umbrella:**

- i. Limits:

Each Occurrence/Aggregate

\$2,000,000 (minimum)

- (F) The Village, its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies except workers' compensation and professional liability. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, agents and volunteers. The Contractor shall waive and shall require its insurers to waive their rights of subrogation against the Village, its officers, officials, agents, employees and volunteers.

APPENDIX C

THE VILLAGE OF OAK PARK'S MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION POLICY

MWBE

I. POLICY

- A. It is the policy of the Village of Oak Park ("Village") to provide contracting and subcontracting opportunities to minority business enterprises and women business enterprises ("MWBEs"). All bidders/proposers shall prohibit discrimination against any person or business enterprise in the pursuit and award of any contract, subject to their qualifications, on race, color, nation origin or sex.
- B. In complying with this policy, bidders/proposers should take affirmative steps to assure that MWBEs are given every opportunity to supply equipment, products, construction related services, and professional services.

II. DEFINITIONS

"AFFILIATE" of a person or entity means a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity. In determining whether persons or entities are affiliates, the Village shall consider all appropriate factors, including common ownership, common management and contractual relationships. Affiliates shall be considered together in determining whether a firm is a Small Business Enterprise.

"CERTIFICATION" refers to an MWBE that has been formally certified by one of the following certifying agencies:

- City of Chicago
- Cook County
- State of Illinois, Central Management Services
- Illinois Department of Transportation
- Small Business Administration
- Chicago Transit Authority
- PACE
- METRA
- Chicago Minority Business Development Council
- Women's Business Development Center

“CONTRACTOR” means the any person or business entity that shall enter into a construction contract with the Village, and includes all partners, affiliates and joint venturers of such person entity.

“LOCAL BUSINESS” means a business entity located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (hereinafter referred to as the “Six-County Region”) that has the majority of its regular, full-time work force located within the Six-County Region.

“MINORITY” means:

A. Any individual in the following racial or ethnic groups, members of which are rebuttably presumed to be socially disadvantaged:

1. African-Americans or blacks, which includes persons having origins in any of the black racial groups of Africa;
2. Hispanics, which includes persons of spanish culture with origins in Mexico, south or central America or the caribbean islands, regardless of race;
3. Asian-Americans, which includes persons whose origins are in any of the original peoples of the far east, southeast Asia, the islands of the pacific or the northern marianas, or the Indian subcontinent;
4. American Indians, which includes persons having origins in any of the original peoples of north and south American (including central American) and who maintain tribal affiliation or community attachment; and
5. Individual members of other groups, including but not limited to Arab-Americans, found by the Village to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in Chicago area markets or to do business with the Village.

“MINORITY OWNED BUSINESS or MBE” means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged minority persons, or, in the case of a publicly held corporation, at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged minority persons, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged minority persons.

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

“WOMEN-OWNED BUSINESS or WBE” means a small local business that is at least 51% owned by one or more economically disadvantaged women, or in the case of a publicly held corporation, 51% of all classes of stock of which is owned by one or more economically disadvantaged women, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged women.

III. MWBE PARTICIPATION

- A. The Village shall take any and all actions to solicit bids and proposals from MWBEs for procurement, professional and/or construction opportunities including, but not limited to, soliciting bids and proposals in targeted publications, trade journals and other such methods.
- B. The bidder/proposer agrees to provide minority and women business enterprises with the maximum opportunity to participate in procurement, professional, and/or construction opportunities.

IV. MWBE CERTIFICATION

- A. To demonstrate compliance with the Village’s MWBE Policy, bidders/proposers must provide certification verifying MWBE compliance if applicable.
- B. Bidders/proposers should consult the directories and lists of certified MWBE owned firms and entities distributed by the following agencies to further the goal of solicitation of bids and proposals for subcontractor work for Village contracts: the City of Chicago, Chicago Transit Authority, Cook County, PACE, State of Illinois-Central Management Services, METRA, Illinois Department of Transportation, Chicago Minority Business Development Council, Small Business Association and Women’s Business Development Center.
- C. Any bidder/proposer who maintains that it has subcontracted work with an MWBE firm or entity under this Policy must provide a certification for that subcontractor as defined herein.

- D. The Village shall maintain records of bids and contracts awarded to MWBE's pursuant to this Policy and MWBE subcontractor work.

V. USE OF MWBE SUBCONTRACTORS

Bidders/proposers must maintain all records with respect to the utilization of MWBEs for subcontractor work, including without limitation: payroll records, tax returns and records, and books of account, for a period of at least three years after the Village's final acceptance of the work on contract. Full access to these records shall be granted to the Village or any duly authorized agent thereof upon 48 hours' notice.

VI. FRAUDULENT CERTIFICATION

Any matters that appear to be fraudulent will be referred to appropriate law enforcement agency or agencies. The Village maintains the right to review the books, records and files of those person or entities awarded a Village contract.