

Procurement Policy
of the
Central Illinois Land Bank Authority (CILBA)
Adopted September 3, 2020

A) Preamble

- 1) Effective date. This policy shall be effective as of the date of adoption by the Board of Directors (“the Board”) of the Central Illinois Land Bank Authority (CILBA).
- 2) Periodic review. CILBA shall review this policy and recommend amendment or adjustment, as appropriate, not less than once per every three (3) years.
- 3) Right to Amend. CILBA may adopt an Amendment to this Policy by resolution and three-fifths affirmative vote of the Board or of the Board’s Executive Committee.
- 4) The Board may utilize its Executive Committee for any and all Board actions identified in this Policy, if such authority has been vested in the Executive Committee by Board resolution.

B) Statement of Intent

- 1) General Statement of Intent. CILBA shall:
 - a) promote transparency and openness, fairness, and equitable treatment in the procurement of goods and services;
 - b) shall maximize value and purchasing power of CILBA;
 - c) shall follow good administrative practice, exercise prudent decision-making, maintain high ethical standards, and establish strong internal controls; and,
 - d) shall employ competitive bidding in all procurements, except unless otherwise allowed under these policies.
- 2) M/WBE Participation. CILBA will consistently invite participation from underrepresented firms, including M/WBE.

C) Definitions

Unless defined elsewhere in this Procurement Code the terms used in this Procurement Code shall have the meanings set forth below.

- 1) "Bid" and "Proposal" mean the response submitted by a Bidder or Respondent in response to CILBA's Request for Bids/Proposals.
- 2) "Bidder" means one who submits a response in a competitive sealed bidding/proposal process.
- 3) "Business" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or other private legal entity.
- 4) "Chairperson" means the chairperson of the Board of CILBA.
- 5) "Change order" means a change in a contract term, other than as specifically provided for in the contract, which authorizes or necessitates any increase or decrease in the cost of the contract or the time for completion for procurements subject to the jurisdiction of the chief procurement officer.
- 6) "Contract" includes all types of agreements, regardless of what they may be called, inclusive of addenda or change orders, used to make purchases for CILBA.
- 7) "Contractor" means a person, firm, sole proprietorship, partnership, company, or corporation performing Professional Services for CILBA pursuant to a Contract.
- 8) "Construction" means building, altering, repairing, improving, or demolishing any structure or building, or making improvements of any kind to real property. Construction does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.
- 9) "Cost-reimbursement contract" means a contract under which a contractor is reimbursed for costs that are allowable and allocable in accordance with the contract terms and a fee, if any.
- 10) "Equipment" refers to tangible property (other than land or buildings) that is used in the operations of a business. Examples of equipment include devices, machines, tools, and vehicles.
- 11) "Execution" means to sign a Contract, after it has been approved by the Executive Director or CILBA Board, as required by this Procurement Policy.
- 12) "Executive Director" means the Executive Director of the Land Bank or the person vested with the chief executive and administrative responsibility of CILBA, however named.

- 13) "Good" or "goods" refers to a consumable commodity that has a specific use and purpose.
- 14) "Central Illinois Land Bank Authority," "CILBA," or "Land Bank" refers to the Central Illinois Land Bank Authority.
- 15) "Joint Venture" means an association of two or more Persons proposing to perform a for profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract.
- 16) "Person," means any business, individual, public or private corporation, partnership, joint venture, trust, association, unincorporated business or other legal entity.
- 17) "Procurement Policy" shall mean these Policies.
- 18) "Procurement File" means a physical record keeping system, whether in paper copy and/or in electronic format, that maintains records of all procurements, accessible to authorized persons for purposes of review, reference, audit, or reporting.
- 19) "Professional Services" means any services performed for CILBA for a fee or other compensation and for which special technical or professional training, licensing, expertise, and/or certification may apply, including, but not limited to: legal, accounting, management consulting, investment banking, financial custody, investment management, planning, training, statistical, research, public relations, architectural, engineering, surveying or other consulting, professional or technical services. Professional services shall not include any services performed for CILBA by its employees within the scope of their employment responsibilities.
- 20) "Procurement Contract" means any agreement for the acquisition of goods or services of any kind.
- 21) "Procurement", "Procurements" or "Procuring" means obtaining supplies, equipment, goods, or services of any kind.
- 22) "Proposal" means a written response to a request for proposals submitted by a Bidder or Respondent in response to CILBA's Request for Bids/Proposals.
- 23) "Purchase" or "Purchases" means the expenditure of CILBA funds to obtain supplies, materials, equipment, goods, or services of any kind, but excluding the acquisition or disposition of real property.
- 24) "Request for Qualifications" or "RFQ" means a document or documents used to solicit a response or responses from professional service providers or service providers to establish: a) that the supplier(s) can provide an anticipated service; and b) the supplier

possesses the requisite experience, license or licenses, professional credentials, and/or other minimum requirements CILBA will require to perform the service.

- 25) "Request for Bid/Proposal" or "RFP" means the process by which CILBA requests information from offerors, including all documents, whether attached or incorporated by reference, used for soliciting proposals.
- 26) "Respondent" means a Person responding to a request for quote or request for bid/proposal with a written response.
- 27) "Responsive bidder" means a person who has submitted a bid that conforms in all material respects to the invitation for bids.
- 28) "Services" means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports or supplies that are incidental to the required performance.
- 29) "Specifications" means any description, provision, or requirement pertaining to the physical or functional characteristics or of the nature of a supply, service, or other item to be procured under a contract. Specifications may include a description of any requirement for inspecting, testing, or preparing a supply, service, professional or artistic service, construction, or other item for delivery.
- 30) "Supplies" means all personal property, including but not limited to equipment, materials, printing, and insurance, and the financing of those supplies that can be procured regularly or are available on the commercial market.
- 31) "Supplier" means any person or entity providing supplies, including, but not limited to, equipment, materials, printing, and insurance, and the financing of those supplies that can be procured regularly or are available on the commercial market.

D) Authority

- 1) **Executive Director as Purchasing Agent.**
 - a) The Executive Director shall serve as the purchasing agent for CILBA and shall be responsible for making all Procurements and for managing the Procurement Process in accordance with this Policy.
 - b) Consistent with this Policy, and with the approval of the Board, the Executive Director shall adopt operational procedures relating to the execution of his/her duties as the Purchasing Agent, including developing and implementing an adequate internal control structure to provide a satisfactory level of accountability.

- c) In absence of an acting Executive Director, the Board Treasurer shall act as the purchasing agent for CILBA and shall be vested all powers and duties assigned to the Executive Director herein until an Executive Director is hired.

2) **Authority to Purchase Goods and Services.**

In accordance with this Policy, and subject to the supervision of the Board, the Executive Director shall:

- a) procure or supervise over the procurement of all supplies, goods, commodities, equipment, and services needed by CILBA.
- b) exercise direct supervision over inventories of supplies belonging to CILBA.
- c) sell, trade, or otherwise dispose of surplus supplies belonging to CILBA, and,
- d) establish and maintain programs for specifications development, contract administration, and inspection and acceptance, in cooperation with the public agencies using the supplies, services, and construction.

3) **Purchase Limits on Goods and Services**

- a) The Executive Director is authorized to purchase goods and services up to and including \$20,000 in value, without issuing a Request for Bids/Proposals published on the CILBA website or another public forum. Multiple purchases from the same Contractor for substantially the same goods or services within the same fiscal year that exceed \$20,000 in aggregate shall be considered a purchase exceeding \$20,000 for purposes of this Policy. For goods and services less than \$20,000 in value, the Executive Director shall obtain written quotes from more than one qualified respondent and document CILBA's decision to award the contract to the selected respondent.
- b) For the purchase of goods and services valued over \$20,000, the Executive Director shall issue a written Request for Bids/Proposals ("RFP") and solicit sealed competitive Bids and/or Proposals, as identified in the RFP, with the goal of obtaining Bids or Proposals from at least three (3) Responsive Bidders. Prior to entering into a Contract with any Respondent identified through a competitive bid process, the proposed Bid/Proposal must be presented to, and approved by, the Board.

E) Documentation

- 1) The Executive Director shall document all Bids and quotes received, as well as CILBA's justification for the award decision, in a Procurement File established for the tracking of all Procurements. The Procurement File shall contain adequate detail to

allow for an audit of purchases at such time as may be required by the Board or external parties authorized to conduct audits.

- 2) When an award is made to other than the lowest responsible Bidder/Respondent, the determination to make the award must be supported by documentation that justifies the award and sets forth the reasons why the award furthers the purposes of this Policy.

F) Contract Administration

- 1) The Land Bank shall establish and maintain an overall system of contract administration to ensure proper oversight and management of procurement actions.
- 2) CILBA is responsible for evaluating contractor performance and documenting, as appropriate, whether Contractors have met the terms, conditions and specifications of the contract. This may include progress inspections, interim products, inspection of goods delivered, and other such methods that provide assurance that the goods or services purchased are being delivered within the scope of the Contract.
- 3) CILBA's contract administration system must ensure that:
 - a) The method of procurement can be documented and records maintained for five years after final payment is made.
 - b) All activities are carried out and costs are incurred in compliance with applicable requirements, and
 - c) Before payment is made, services performed are adequate and consistent with the Contract scope of services.
- 4) All documents, including Bids, Contracts, invoices, reports, contracting correspondence, information on disputes and how disputes were resolved, contract closeout documents, audits, or related information shall be maintained in paper or electronic form in such a fashion as may allow authorized persons to audit CILBA for contract performance compliance reasons.

G) General Requirements

- 1) This Policy does not apply to the purchase or disposition of Real Property (see Policies and Procedures for Acquisition and Disposition of Real Property).
- 2) Any contract with a term that exceeds 12 months (1 year) requires approval by the Board of Directors.
- 3) No contract may be executed for a term longer than five (5) years.

- 4) All Professional Services contracts in excess of \$5,000 shall be in writing.
- 5) The form of each contract shall be approved prior to use by competent counsel retained for that purpose and who shall have experience in government procurement and contracting.
- 6) All Respondents and Contractors must have all necessary licenses and a Certificate of Good Standing with the State of Illinois.
- 7) Requests for bids/proposals shall be published publicly on CILBA's website and in any other locations approved by CILBA not less than fourteen (14) and not longer than sixty (60) days prior to the deadline for the submission of Bids.
- 8) Requests for shall include a detailed description of the following, as necessary to assess the Respondent's qualifications, notify the Respondent of the scope of work, and create a common set of standards for price comparison:
 - a) Statement and scope of work
 - b) Information necessary to obtain request documents, including any addenda
 - c) Specifications
 - d) The date, time, and place for both the submission of Bids and the opening of the Bids
 - e) Contract type
 - f) Data requirements
 - g) Terms and conditions
 - h) Description of goods and/or services to be procured
 - i) General criteria used in evaluation procedure
 - j) Special contractual requirements
 - k) Technical goals
 - l) Instructions for preparation of technical, management, and/or cost proposals
 - m) Whether any subcontractors may be used and any applicable conditions on the use of subcontractors

- n) Any other information required by offerors to submit a written offer
- 9) For every Contract executed by CILBA, the Contract shall detail:
- a) The provided goods or scope of services to be performed, with sufficient detail as to allow the average person to understand what is being contracted;
 - b) The cost of the goods or the compensation for the services, including by item and total cost;
 - c) The timing of the contract delivery, including any benchmarks or completion dates for which a partial payment is required;
 - d) A schedule of payments;
 - e) Any preconditions of payment, such as inspection of goods and services prior to payment;
 - f) Procedures for terminating the contract and the rights of each party if a contract is terminated;
 - g) Whether subcontractors are allowed;
 - h) Any conditions by which a subcontractor may be added to the contract after the contract is executed;
 - i) Restrictions on expenditures in excess of contract price; and
 - j) Any other provisions the Board deems necessary to protect the rights and interests of CILBA and avoid any and all conflict between the organization, its Contractors, or the general public.
- 10) In the awarding of contracts and awards generally, CILBA shall determine whether the Bidder/Respondent is qualified, responsible and reliable by taking into consideration the following:
- a) Whether the Bid was submitted in a timely fashion;
 - b) Whether the Bidder was responsive;
 - c) Whether the Bidder provided all required licenses, insurance, and current references;
 - d) Whether the Bidder has adequate capacity and financial ability to complete the contract;

- e) Whether the Bidder intends to use subcontractors and for what portion of the contract;
 - f) Past performance, and
 - g) Whether the bidder meets stated affirmative preferences within these Policies
- 11) Contracts will be awarded to the lowest responsible dollar Respondent who meets the specifications therefor, except in circumstances that CILBA determines justify an award to other than the lowest responsible dollar Respondent.
- 12) CILBA shall notify all Respondents of its award decision within 30 days of the decision, listing all responsible and responsive Bidders/Respondents, the name of the Bidder/Respondent selected, the total contract price, and the reasons for selecting that Bidder/Respondent.

H) Construction Services Over \$50,000

- 1) **Procedures for the Solicitation of Construction Services Over \$50,000.**
- a) For Construction services valued over \$50,000, the Executive Director shall prepare a Request for Bids/Proposals (“RFP”). The RFP shall specify the deadline for the submission of Bids/Proposal and the date on which the Bids/Proposals will be opened. Multiple purchases from the same Contractor for services related to the same scope of work on the same property exceeding \$50,000 in aggregate during a fiscal year shall be considered a purchase exceeding \$50,000 for purposes of this Policy.
 - b) Upon opening of the bids, CILBA shall determine whether the Bidder is qualified, responsible, and reliable.
 - c) Upon determining which Bidders are qualified, responsible, and reliable, CILBA shall rank the Bids/Proposals based upon lowest cost and award the contract to the lowest responsible Bidder.
- 2) **Qualifications for Construction Contractors**
- a) To be considered a responsible Bidder on a construction contract for purposes of this Policy, a Bidder must comply with all of the following requirements and must present satisfactory evidence of that compliance to CILBA:
 - (i) The Bidder must comply with all applicable laws concerning the Bidder's entitlement to conduct business in Illinois.

- (ii) The Bidder must agree to comply with all applicable provisions of the Prevailing Wage Act.
- (iii) The Bidder must have a valid Federal Employer Identification Number or, if an individual, a valid Social Security Number.
- (iv) The Bidder must have a valid certificate of insurance showing the following coverages: general liability, professional liability, product liability, workers' compensation, completed operations, hazardous occupation, and automobile.
- (v) The Bidder must certify that the Bidder will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the contract.
- (vi) The provisions of this Section shall not apply to federally funded construction projects if such application would jeopardize the receipt or use of federal funds in support of such a project.
- (vii) For projects over \$50,000, the Bidder must commit to provide a performance and payment bond for 100% of the contract award amount, if selected.

I) Exceptions/ Sole Source

1) Emergency

- a) An emergency exists if the delay caused by soliciting quotes or Bids would endanger health, welfare, or property.
- b) In the case of an emergency award, the Chairperson may authorize such expenditures as necessary to meet the emergency, in writing or verbally, provided that a written explanation for the emergency and the decision of the Chairperson is recorded in the minutes of the next meeting of the Board.

2) Sole Source.

A Sole Source procurement is allowed where:

- a) there is only one (1) possible source from which to procure goods and services in the marketplace
- b) no other goods or services provide substantially equivalent or similar benefits; and,

- c) considering the benefits, the cost is deemed reasonable by the Executive Director.

J) Code of Conduct/Ethics

- 1) Notwithstanding the Land Bank bylaws, relating to Conflicts of Interest, a code of conduct shall govern the performance, behavior and actions of CILBA, including Board members, employees, directors, volunteers, or agents who are engaged in any aspect of procurement, including – but not limited to – purchasing goods and services, awarding contracts and grants, or the administration and supervision of contracts.
- 2) No employee, officer, director, volunteer, or agent of CILBA shall participate in the selection, award, or administration of a Bid or Contract supported by State or Federal funds if a conflict of interest is real or apparent to a reasonable person.
- 3) Conflicts of interest may arise when any employee, officer, director, volunteer or agent of CILBA has a financial, family or any other beneficial interest in the vendor firm selected or considered for an award.
- 4) No employee, officer, director, volunteer or agent of CILBA shall do business with, award contracts to, or show favoritism toward a member of his/her immediate family, spouse's family or to any company, vendor or concern who either employs or has any relationship to a family member; or award a Contract or Bid which violates the spirit or intent of Federal, State and local procurement laws and policies established to maximize free and open competition among qualified vendors.
- 5) CILBA's employees, officers, directors, volunteers or agents shall neither solicit nor accept gratuities, gifts, consulting fees, trips, favors or anything having a monetary value in excess of one hundred dollars (\$100) from a vendor, potential vendor, or from the family or employees of a vendor, potential vendor or bidder; or from any party to a sub-agreement or ancillary contract.
- 6) As permitted by law, rule, policy or regulation, CILBA shall pursue appropriate legal, administrative or disciplinary action against an employee, officer, director, volunteer, vendor or vendor's agent who is alleged to have committed, has been convicted of or pled no contest to a procurement-related infraction. If said person has been convicted, disciplined or pled no contest to a procurement violation, said person shall be removed from any further responsibility or involvement with grants management, procurement actions or bids, consistent with State or Federal policy.
- 7) **Confidential Information.**

It shall be unethical for any employee, volunteer, director or other individual employed by CILBA to use confidential information for actual or anticipated personal gain.

K) Bid Protests

- a) Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to CILBA Board.
- b) Protestors are urged to seek resolution of their complaints initially with the Executive Director. A protest with respect to a Request for Bid/Proposal shall be submitted in writing prior to the opening of bids or proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals.
- c) The protest shall be submitted within seven (7) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

L) Report

At least once per Fiscal Year, and upon request of the Board, the Executive Director shall prepare and deliver to the Board a report on the status of CILBA's Procurement Contracts including the name of the contracting party, the amount of compensation, a description of the goods and services, and the percent of such goods or services delivered and paid.

M) Prevailing Wage

For all Construction services, the Contractor must pay at least the general prevailing wage rate of hourly wages for work of a similar character in the locality in which the work is produced as required by the Illinois Prevailing Wage Act and determined by the Director of the Illinois Department of Labor

N) Payments

- 1) The Executive Director or his/her designee shall not issue a payment to any Contractor who has not submitted an invoice with work and expense records.
- 2) The Executive Director shall not issue an advance payment to any Contractor providing services, unless the invoice includes written authorization from CILBA documenting the contractual basis for the advance payment. Contractors approved for advance payment shall be required to submit invoices providing work and expense records on at least a monthly basis.

O) Local business preference

- 1) All factors being equal and to the extent authorized by law, CILBA shall prefer suppliers and contractors whose primary business is physically located in the CILBA service region or utilizing labor from the CILBA service region in the award of contracts, followed by those suppliers and contractors whose primary business is physically located in the State of Illinois or utilizing labor from the State of Illinois.

- 2) Where requested, the Bidder seeking preference under this provision shall furnish written proof of a principal place of business.
- 3) The local place of business shall have been in existence and operation for at least two (2) years prior to the publication of a notice to Bid.

P) Affirmative Consideration of Minority, Small Business, and Women-Owned Businesses (M/WBE)

- 1) Whenever and to the fullest extent reasonably possible, positive efforts shall be made by CILBA to utilize local small businesses, minority-owned firms, and women-owned business enterprises. The following steps shall be taken in furtherance of this goal:
 - a) Ensure that small business, minority-owned firms, and women-owned business enterprises are used to the fullest extent practicable.
 - b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small local business, minority-owned firms and women's business enterprises.
 - c) Consider in the contracting process whether firms competing for larger contracts tend to subcontract with small local businesses, minority-owned firms, and women-owned business enterprises.
 - d) Encourage contracting with consortiums of small local businesses, minority-owned firms, and women-owned business enterprises when a contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance, as appropriate, of such agency as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the minority-owned firms and women-owned business enterprises.
- 2) Any firm that attempts to or is found to have attempted to participate in a scheme to circumvent the purposes of this Policy through the use of a M/WBE firm as a front or straw-buyer for a non-M/WBE firm shall be disbarred from doing business with CILBA for a period not to exceed five (5) years, as shall the M/WBE firm that participated in said scheme(s).

Q) Non-discrimination

- 1) All Contractors who are the recipients of CILBA funds, or who propose to perform any work or furnish any goods under agreements with CILBA shall agree to these important principles:

- a) Contractors will not discriminate against any employee and/or applicant for employment because of race, religion, color, sexual orientation, and/or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendors/contractors.

- b) Contractors agree to post in conspicuous places, available to employees and/or applicants for employment, notices setting forth the provisions of this non-discrimination clause. Notices, advertisements, and/or solicitations placed in accordance with Federal law, rule, and/or regulation shall be deemed sufficient for meeting the intent of this section.

-- END --