

Requisition 25k and over

LEG-P-0228-17

AWARDING RESOLUTION TO
 ROGER C. MARQUARDT & CO., INC.
 FOR CONSULTING SERVICES AS A LOBBYIST
 (COUNTY COST: \$65,000.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Legislative Committee recommends County Board approval for the issuance of the Contract to Roger C. Marquardt and Company, Inc., to provide Consulting Services as Lobbyists representing DuPage County before the Illinois General Assembly and the State Executive Branch regarding legislation important to DuPage County, for the period September 15, 2017 through September 14, 2018, for the DuPage County Board.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide Consulting Services as Lobbyists representing DuPage County before the Illinois General Assembly and the State Executive Branch regarding legislation important to DuPage County, for the period September 15, 2017 through September 14, 2018, for County Board, be, and it is hereby approved for issuance of a Contract by the Procurement Division to Roger C. Marquardt and Company, Incorporated, 311 South County Farm Road, Wheaton, Illinois, 60187, for a contract total amount of \$65,000.00.

Enacted and approved this 22nd day of August, 2017 at Wheaton, Illinois.

 DANIEL J. CRONIN, CHAIRMAN
 DU PAGE COUNTY BOARD

Attest: _____
 PAUL HINDS, COUNTY CLERK

Requisition 25k and over

LEG-P-0228-17



PROCUREMENT REVIEW CHECKLIST REQUISITION

This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST

DATE SUBMITTED	July 21, 2017	CONTRACT TERM	9/15/2017 THRU 9/14/2018
CONTRACT TOTAL AMOUNT	\$65,000	REQUESTING DEPT.	LEGISLATIVE & GOVERNMENTAL AFFAIRS COMMITTEE

SOLICITATION METHOD FOR SOURCE SELECTION

Decision Memo Required Other Professional Services - Detailed Vetting Process Required

Doreen Phillipp	Completed	07/21/2017 12:04 PM
Sheryl Markay	Completed	08/01/2017 10:32 AM
Kathy Ostrowski	Completed	08/01/2017 11:48 AM
John Meneghini	Completed	08/02/2017 10:11 AM
Paul Rafac	Completed	08/02/2017 4:38 PM
Tom Cuculich	Completed	08/03/2017 11:08 AM
Kathy Ostrowski	Completed	08/03/2017 11:23 AM
Legislative & Governmental Affairs Committee	Completed	08/08/2017 9:15 AM
Finance Committee	Pending	08/22/2017 8:00 AM
County Board	Completed	08/22/2017 10:00 AM



Procurement Review Checklist
Procurement Services Division

This form must accompany all Purchase Order Requisitions
 Attach Required Vendor Ethics Disclosure Statement

Date: Jul 13, 2017

MinuteTraq (IQM2) ID #: 10386

Vendor: Roger C. Marquardt & Co., Inc.	Vendor #: 11715	Contract Term: 9/15/17 to 9/14/18	Contract Total: \$65,000.00
Dept: County Board	Contact: Sheryl Markay	Phone: 630-407-6012	Assigned Committee: Legislative
Description of Procurement/ Scope of Work/ Background	Consulting services as a lobbyist representing DuPage County before the Illinois General Assembly and the Executive Branch of State Government. Previously the county has engaged lobbyists at both the federal and state level. John Chip Humes in particular has experience working directly with members of the DuPage delegation and has a strong grasp of county government and county issues.		
Reason for Procurement	It is important that the views of DuPage County government are communicated to policy makers at the state level. John Chip Humes of Roger C. Marquardt & Co., Inc. will represent the county through lobbying activities before the leadership and members of the General Assembly. He will assist with the development of legislative strategies, the county's annual legislative agenda and offer advice regarding state government issues.		

FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): 1000-1180-53050
- Budget Transfer (Date) _____ Add'l Information _____

DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or BID # _____ (QUOTE < \$25,000, BID ≥ \$25,000; attach Tabulation)
- RENEWAL, Enter Bid and/or PO# _____ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under \$35,000.00
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

BASIS OF DECISION MEMO (attach Decision Memo)

- EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # _____ (include Evaluation Summary if applicable)
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # _____

PREPARED BY AND APPROVAL(S) (Initials Only)

MB	<u>Jul 13, 2017</u>	<u>SLM</u>	<u>8/1/18</u>		
Prepared By	Date	Recommended for Approval	Date	IT Approval, if required	Date

REVIEWED BY (Initials Only)

<u>JEM</u>	<u>8/1/17</u>	<u>JEM</u>	<u>8-1-17</u>
Buyer	Date	Procurement Officer	Date
<u>S.P.A.</u>	<u>8-2-17</u>	<u>TZ</u>	<u>8-2-17</u>
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date

Attachment: 17-18 Roger C Marquardt - Checklist (LEG-P-0228-17 : Roger C Marquardt & Co., Inc)



Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: July 14, 2017

MinuteTraq (IQM2) ID #: 10386

Department Requisition #: _____

Requesting Department: County Board	Department Contact: Sheryl Markay
Contact Email: sheryl.markay@dupageco.org	Contact Phone: 630-407-6012
Vendor Name: Marquardt, Roger C. & Company	Vendor #: 11715

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Renew contract for state lobbyist services

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

It is important that the views of DuPage County are communicated to policy makers at the state level. John "Chip" Humes of Marquardt & Co. will coordinate the Springfield team and ensure in particular that members of the DuPage Delegation are informed of the county's priorities. He will assist with the development of legislative strategies, the county's annual legislative agenda, the submission of regular reports to the County Board, and the drafting of bills and amendments.

Strategic Impact

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

Source Selection/Vetting Information - Describe method used to select source.

Professional Services Selection was based on continuous assessment of qualifications and performance of our lobbyists.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1. Selection of Marquardt & Co.

Marquardt & Co. is a well respected government relations firm located in Wheaton that represents a number of local government and non-profit clients. John "Chip" Humes, who will serve as the county's team leader, is from DuPage County and has a strong grasp of county government operations and issues.

2. Selection of other entity

3. Selection of no entity

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

The contract will be in effect from 9/15/17 to 9/14/18 in the amount of \$65,000.

FY17 \$16,250

FY18 \$48,750

Attachment: 17-18 Roger C Marquardt - Decision Memo (LEG-P-0228-17 : Roger C Marquardt & Co., Inc)

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 15th day of September, 2017, and is entered into by and between the County of DuPage, a body politic and corporate ("County") and Roger C. Marquardt & Co. Inc., an Independent Contractor ("Individual").

RECITALS

WHEREAS, the County desires that Individual render certain services more fully described herein; and

WHEREAS, the Individual has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the County.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

- 1. Incorporation of Recitals: The matters recited above are hereby incorporated into and made a part of this Agreement.
2. Term: This Agreement is for a term commencing 9/15/17, and continuing through 9/14/18 ("Term"), unless terminated sooner as provided herein.
3. Termination
3.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.
4. Scope of Services: Individual agrees to provide the services required and, if applicable, set forth on Exhibit "A" including the deliverables set forth thereon ("Services"), in accordance with the terms and conditions of this Agreement. The County may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Individual's fees, shall be documented by an amendment to this Agreement in accordance with State and County laws.
5. Compensation and Payment: Compensation for Services during the initial term shall be based on a monthly rate of \$ 5,416.66 and shall not exceed, Sixty-Five Thousand Dollars, (\$ 65,000.00), with no reimbursement for expenses. Compensation shall be based on actual Services performed during the Term of this Agreement and the County shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the County shall only be

Attachment: Roger C Marquardt - Agreement 9-2017 to 9-2018 (LEG-P-0228-17 : Roger C Marquardt & Co., Inc)

obligated to pay the fees incurred up to the date of termination. In no event shall the County be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Consultant shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the County. Payments shall be subject to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

- 6. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the County for performance under this Agreement, the County shall notify Individual and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the County be liable to the Individual for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.
- 7. **Events of Default and Remedies.**
 - 7.1 **Events of Default.** Events of default include, but are not limited to, any of the following: (i) Any material misrepresentation by Individual in the inducement of this Agreement or the performance of Services; (ii) Breach of any agreement, representation or warranty made by Individual in this Agreement; or (iii) Failure of Individual to perform in accordance with or comply with the terms and conditions of this Agreement.
 - 7.2 **Remedies.** In the event Individual defaults under this Agreement and such default is not cured within fifteen (15) calendar days after written notice is given by the County, the following actions may be taken by the County: (i) This Agreement may be terminated immediately; and (ii) The County may deem Individual non-responsible for future contract awards. The remedies stated herein are not intended to be exclusive and the County may pursue any and all other remedies available at law or equity.
- 8. **Standards of Performance:** Individual agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. Individual acknowledges and accepts a relationship of trust and confidence with the County and agrees to cooperate with the County in performing Services to further the best interests of the County.
- 9. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.
- 10. **Confidentiality and Ownership of Documents.**
 - 10.1 **Confidential Information.** In the performance of Services, Individual may have access to certain information that is not generally known to others ("Confidential Information"). Individual agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the County. Individual shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Individual disseminate any information regarding Services without the prior written consent of the County. Individual agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Individual under this Agreement. The terms of this Paragraph 9.1 shall survive the expiration or termination of this Agreement.

Attachment: Roger C Marquardt - Agreement 9-2017 to 9-2018 (LEG-P-0228-17 : Roger C Marquardt & Co., Inc)

- 10.2 Ownership. All records, reports, documents, and other materials prepared by Individual in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of the County. All of the foregoing items shall be delivered to the County upon demand at any time and in any event, shall be promptly delivered to the County upon expiration or termination of the Agreement. In the event any of the above items are lost or damaged while in Individual's possession, such items shall be restored or replaced at Individual's expense.
11. **Representations and Warranties of Individual:** Individual represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.
- 11.1 Licensed Professionals. Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.
- 11.2 Compliance with Laws. Individual is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Individual is and shall remain in compliance with all County policies and rules, including, but not limited to, criminal background checks.
- 11.3 Good Standing. Individual is not in default and has not been deemed by the County to be in default under any other Agreement with the County during the five (5) year period immediately preceding the effective date of this Agreement.
- 11.4 Authorization. In the event Individual is an entity other than a sole proprietorship, Individual represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Individual is duly authorized by Individual and has been made with complete and full authority to commit Individual to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Individual.
- 11.5 Gratuities. No payment, gratuity or offer of employment, except as permitted by the State Officials and Employees Ethics Act, was made by or to Individual in relation to this Agreement or as an inducement for award of this Agreement.
12. **Independent Contractor:** It is understood and agreed that the relationship of Individual to the County is and shall continue to be that of an independent contractor and neither Individual nor any of Individual's employees shall be entitled to receive County employee benefits. As an independent contractor, Individual agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the County. Individual agrees that neither Individual nor its employees, staff or subcontractors shall represent themselves as employees or agents of the County.
13. **Indemnification:** Individual agrees to indemnify and hold harmless the County, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Individual or its employees or its subcontractors under this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein

shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the Individual and County shall not be deemed to have waived any rights, protections or immunities under 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act.

14. **Favored Nation:** Individual shall furnish Services to the County at the lowest price that the Individual charges to other similarly situated parties. If Individual overcharges, in addition to all other remedies, the County is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the County until the date refund is made. The County has the right to offset any overcharge against any amounts due to Individual under this or any other Agreement between Individual and the County, and at the County’s sole option the right to declare Individual in default under this Agreement.

15. **Insurance.** At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

The County of DuPage shall be named as additionally insured on all certificates of insurance. Certificates should be faxed (send hard copy via mail) to:

DuPage County Procurement Services Division
Attention: John Meneghini
421 North County Farm Road
Wheaton, IL 60187-3978

TX: (630) 407-6190
FX: (630) 407-6183

The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

15.1 **Automobile Insurance.** If Individual will be driving a vehicle in the course of performing the Services, Individual shall attach a copy of its current automobile insurance card confirming that the vehicle is covered by insurance.

15.2 **Waiver.** In consideration of the County agreeing to waive its requirement that Individual carry Commercial General Liability Insurance, Professional Liability Insurance and Worker’s Compensation and Employer’s Liability Insurance, Individual agrees to hold the County, its members, trustees, employees, agents, officers and officials, harmless from all liability in any claim or action made by Individual or any third party, and harmless from any judgment awarded by any court or administrative body, for personal injury, disability or death, or damage or destruction of property resulting from or connected with the Services, unless caused by the gross negligence of the County.

16. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

Attachment: Roger C Marquardt - Agreement 9-2017 to 9-2018 (LEG-P-0228-17 : Roger C Marquardt & Co., Inc)

IF TO THE COUNTY:

Sheryl Markay
Du Page County Board Office
421 North County Farm Road
Wheaton, IL 60187

COPY TO:

John A. Meneghini, Procurement Officer
DuPage County Procurement Services Division
421 North County Farm Road
Wheaton, IL 60187-3978

COPY TO:

Richard J. Veenstra
Assistant State's Attorney - Deputy Chief, Civil Bureau
Governmental Affairs & Special Litigation Division
Office of DuPage County State's Attorney Robert B. Berlin
William J. Bauer Judicial Office Facility - Annex
503 North County Farm Road
Wheaton, Illinois 60187

IF TO INDIVIDUAL:

John Chip Humes
Roger C. Marquardt & Co. Inc.
311 S. County Farm Rd. Suite 1
Wheaton, IL 60187

- 17. **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.
- 18. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.
- 19. **Waiver:** No delay or omission by the County to exercise any right hereunder shall be construed as a waiver of any such right and the County reserves the right to exercise any such right from time to time as often and as may be deemed expedient.
- 20. **County Approval:** If applicable, This Agreement is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

COUNTY OF DU PAGE

ROGER C. MARQUARDT & CO.,INC

By: _____
JOHN A. MENEGHINI
PROCUREMENT OFFICER

By: _____
John Chip Humes
Principal

Attachment: Roger C Marquardt - Agreement 9-2017 to 9-2018 (LEG-P-0228-17 : Roger C Marquardt & Co., Inc)

Exhibit A

SCOPE OF SERVICES

County's Purchase Order #		County Resolution #	
Contract Name	<u>Roger C. Marquardt & Co. Inc.</u>	Contract Date	<u>9/15/17 to 9/14/18</u>
County's Project Manager	<u>Sheryl Markay</u>	Contractor's Project Manager	<u>John Chip Humes</u>

This Scope of Services is for Contractors providing to the County certain Services pursuant to the above-referenced Contract and County Resolution.

1. **DESCRIPTION OF INDIVIDUAL'S WORK:**
 Consulting service as a lobbyist representing DuPage County before the Illinois General Assembly and the Executive Branch of State Government

2. **MILESTONE/DELIVERABLE INFORMATION:** Will provide regular updates and reports as directed to the County Board Chairman, Chairman of the Legislative & Government Affairs Committee and the County Board.

Attachment: Roger C Marquardt - Agreement 9-2017 to 9-2018 (LEG-P-0228-17 : Roger C Marquardt & Co., Inc)



Purchase Requisition
Procurement Services Division

14.A.d

Date: Jul 13, 2017
 MinuteTraq (IQM2) ID #: 10386
 Department Req #:
 RFP, Bid or Quote #:

Send Purchase Order To:				Send Invoices To:			
Vendor: Roger C. Marquardt & Co Inc		Vendor #: 11715		Dept: County Board		Division:	
Attn: John Chip Humes		Email: chip@marquardtco.com		Attn: Sheryl Markay		Email: sheryl.markay@dupageco.org	
Address: 311 South County Farm Road, Suite 1				Address: 421 N. County Farm Road		Room:	
City: Wheaton		State: IL		City: Wheaton		State: IL	
Zip: 60187		Zip: 60187		Phone: 630-407-6012		Fax: 630-407-6001	
Phone: 630-688-7552		Fax:		Phone: 630-407-6012		Fax: 630-407-6001	
Send Payments To:				Ship To:			
Vendor: Roger C. Marquardt & Co Inc		Vendor #: 11715		Dept:		Division:	
Attn:		Email:		Attn:		Email:	
Address: 311 South County Farm Road, Suite 1				Address: 421 N., County Farm Road		Room:	
City: Wheaton		State: IL		City: Wheaton		State: IL	
Zip: 60187		Zip: 60187		Phone: 630-407-6012		Fax: 630-407-6001	
Phone: 630-688-7552		Fax:		Phone: 630-407-6012		Fax: 630-407-6001	
Payment Terms		F.O.B.		PO 20 Delivery Date		Requisitioner	
PER 50 ILCS 505/1		Destination					
Use for PO25 only		Contract Administrator		Contract Start Date		Contract End Date	
				Sep 15, 2017		Sep 14, 2018	
						Use for PO25 only	

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Dept #	Acctg Unit	Acct #	Sub-Accts and/or Activity #	Unit Price	Extension
1	1	EA		Consulting Services as a Lobbyist	17	1000	1180	53050		16,250.00	16,250.00
2	1	EA		Consulting Services as a Lobbyist	18	1000	1180	53050		48,750.00	48,750.00

Requisition Total \$ 65,000.00

Header Comments (these comments will appear on the PO20 and PO25 Purchase Order) :

Not to exceed yearly amount of \$65,000

Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order) :

User Department Internal Notes (these comments will NOT appear on the Purchase Order) :

Attachment: 17-18 Roger C Marquardt CO Inc-Purchase Requisition (LEG-P-0228-17 : Roger C Marquardt & Co., Inc)



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 7/20/17

Bid/Contract/PO #:

Company Name: Roger C. Marquardt & Co., Inc	Company Contact: John Chip Humes
Contact Phone: 217-523-4200	Contact Email: chip@marquardtco.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
see attached		

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [Redacted Signature]
 Printed Name John "Chip" Humes
 Title Lobbyist
 Date Jul 20, 2017

Attachment: 17-18 Marquardt Vendor Ethics_Redacted (LEG-P-0228-17 : Roger C Marquardt & Co., Inc)