

Requisition 25k and over

LEG-P-0224-18

AWARDING RESOLUTION TO
BGR GOVERNMENT AFFAIRS, LLC
FOR CONSULTING SERVICES AS LOBBYISTS
(COUNTY COST: \$80,000.00)

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 a Contract to BGR Government Affairs, LLC, to provide Consulting Services as Lobbyists for projects before the U.S. Congress and the Federal Executive Branch, for DuPage County's Division of Transportation and Stormwater Management, for the period September 1, 2018 through August 31, 2019, for the DuPage County Board.

NOW, THEREFORE, BE IT RESOLVED that County Contract covering said, to provide Consulting Services as Lobbyists for projects before the U.S. Congress and the Federal Executive Branch, for DuPage County's Division of Transportation and Stormwater Management, for the period September 1, 2018 through August 31, 2019, for the DuPage County Board, be, and it is hereby approved for issuance of a Contract by the Procurement Division to BGR Government Affairs, LLC, the Homer Building, 11th Floor South, 601 Thirteenth Street, NW, Washington, DC., 20005, for a contract total not to exceed \$80,000.00.

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _____
PAUL HINDS, COUNTY CLERK

Requisition 25k and over

LEG-P-0224-18



PROCUREMENT REVIEW CHECKLIST REQUISITION

This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST

DATE SUBMITTED	August 6, 2018	CONTRACT TERM	9/1/18 THRU 8/31/19
CONTRACT TOTAL AMOUNT	\$80,000	REQUESTING DEPT.	LEGISLATIVE & GOVERNMENTAL AFFAIRS COMMITTEE

SOLICITATION METHOD FOR SOURCE SELECTION

Decision Memo Required Other Professional Services - Detailed Vetting Process Required

Doreen Phillipp	Completed	08/06/2018 1:18 PM
Sheryl Markay	Completed	08/06/2018 1:20 PM
Kathy Ostrowski	Completed	08/07/2018 8:48 AM
James McGuire	Completed	08/08/2018 11:13 AM
Paul Rafac	Completed	08/08/2018 5:24 PM
Tom Cuculich	Completed	08/08/2018 5:25 PM
Kathy Ostrowski	Completed	08/09/2018 9:03 AM
Legislative & Governmental Affairs Committee	Completed	08/14/2018 9:30 AM
Finance Committee	Pending	08/28/2018 8:00 AM
County Board	Pending	08/28/2018 10:00 AM



**Purchase Requisition
Procurement Services Division**

12.A.a

Date: _____
 MinuteTraq (IQM2) ID #: _____ 13195
 Department Req #: _____
 RFP, Bid or Quote #: _____

Send Purchase Order To:				Send Invoices To:					
Vendor: BGR Government Affairs, LLC Vendor #: 13275				Dept: County Board Division:					
Attn: William K. Viney Email: bviney@bgrdc.com				Attn: Sheryl Markay Email: sheryl.markay@dupageco.org					
Address: The Homer Building, 11th Floor, 601 13th St. NW				Address: 421 N. County Farm Road Room:					
City: Washington State: DC Zip: 20005				City: Wheaton State: IL Zip: 60187					
Phone: 202-333-4936 Fax:				Phone: 630-407-6012 Fax: 630-407-6001					
Send Payments To:				Ship To:					
Vendor: BGR Government Affairs, LLC Vendor #: 13275				Dept: Division:					
Attn: Email:				Attn: Email:					
Address: PO Box 14416				Address: 421 N. County Farm Road Room:					
City: Washington State: DC Zip: 20005				City: Wheaton State: IL Zip: 60187					
Phone: 202-333-4936 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		Use for PO25 only	
				9/1/2018		8/31/2019			

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Dept #	Acctg Unit	Acct #	Sub-Accts and/or Activity #	Unit Price	Extensior
1	1	EA		Consulting Services as a Lobbyist	18	1500	3500	53050		7,500.00	7,500
2	1	EA		Consulting Services as a Lobbyist	18	1600	3000	53050		7,500.00	7,500
3	1	EA		Consulting Services as a Lobbyist	18	1000	1180	53050		5,000.00	5,000
4	1	EA		Consulting Services as a Lobbyist	19	1500	3500	53050		22,500.00	22,500
5	1	EA		Consulting Services as a Lobbyist	19	1600	3000	53050		22,500.00	22,500
6	1	EA		Consulting Services as a Lobbyist	19	1000	1180	53050		15,000.00	15,000

Requisition Total \$ 80,000

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

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: BGR Purchase Requisition (LEG-P-0224-18 : BGR Government Affairs, LLC.)



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: Aug 1, 2018

MinuteTraq (IQM2) ID #: 13195

Department Requisition #: _____

Requesting Department: County Board	Department Contact: Sheryl Markay
Contact Email: sheryl.markay@dupageco.org	Contact Phone: 630-407-6012
Vendor Name: BGR Government Affairs	Vendor #: 13275

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 lobbyist services (at the federal level) at the same amount as last year.

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 federal level. BGR Government Affairs, LLC (Bill Viney) has represented DuPage County since 2009, ensuring the county's positions on key issues are relayed to Members of Congress, Congressional Staff, and Federal Agency personnel. BGR assists with the development of federal priorities, legislative strategies and the county's annual federal agenda. BGR also identifies and assists with federal funding opportunities.

Strategic Impact

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

From internet sales tax policy to the administration of Medicaid to the federal highway program, issues before Congress have a direct impact on the county budget and ability to provide local services to our citizens. Having an experienced individual on the Hill everyday to identify emerging issues/funding opportunities and to educate members and staff as to the impact of issues on county government is critical.

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

Professional Services Selection

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

1. Selection of BGR Government Affairs, LLC - BGR Principal Bill Viney, a native of Wheaton, possesses extensive knowledge of the federal appropriations process and has a strong grasp of county operations and issues. He maintains solid bi-partisan relationships with members of the Illinois Delegation and key members of Congress.
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 for the period of 9/1/18 to 8/31/19 in the amount of \$80,000.

Attachment: BGR Decision Memo (LEG-P-0224-18 : BGR Government Affairs, LLC.)

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 1st day of September, 2018 and is entered into by and between the County of DuPage, a body politic and corporate ("County") and BGR Government Affairs, LLC a Contractor ("Contractor")

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, September 1, 2018 and continuing through August 31, 2019 ("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 \$6,666.66, with a total that shall not exceed, Eighty Thousand Dollars, (\$80,000.00), 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

Attachment: BGR Contractor Agreement 2018_Redacted (LEG-P-0224-18 : BGR Government Affairs, LLC.)

with this Agreement. In the event of early termination of this Agreement, the County shall only be 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.

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.

9. **Confidentiality and Ownership of Documents.**

9.1 **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.

- 9.2 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.

10. 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.

- 10.1 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.
 - 10.2 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.
 - 10.3 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.
 - 10.4 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.
 - 10.5 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to Individual in relation to this Agreement or as an inducement for award of this Agreement.
11. **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. Individual hereby represents that Contractor's valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number: 20-1034580
12. **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

Attachment: BGR Contractor Agreement 2018_Redacted (LEG-P-0224-18 : BGR Government Affairs, LLC.)

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.

13. **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.

14. **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:

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

14.2 **Waiver.** In consideration of the County agreeing to waive its requirement that Contractor carry Commercial General Liability Insurance, Professional Liability Insurance and Worker's Compensation and Employer's Liability Insurance, Contractor agrees to hold the County, its members, trustees, employees, agents, officers and officials, harmless from all liability in any claim or action made by Contractor 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.

15. **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.

IF TO THE COUNTY:

DuPage County Board Office
421 North County Farm Road
Wheaton, IL 60187

COPY TO:

James McGuire, Procurement Officer
DuPage County Procurement Services Division
421 North County Farm Road
Wheaton, IL 60187-3978

COPY TO:

Assistant State's Attorney
William J. Bauer Judicial Office Facility - Annex
503 North County Farm Road
Wheaton, Illinois 60187

IF TO CONTRACTOR:

William K. Viney
BGR Governmental Affairs, LLC
PO Box 14416
Washington DC 20044-4416

- 16. **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 is of no force or effect.
- 17. **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.
- 18. **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.
- 19. **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

By: _____
James McGuire

Procurement Officer

CONTRACTOR

William K. Viney

BGR Government Affairs, LLC

Attachment: BGR Contractor Agreement 2018_Redacted (LEG-P-0224-18 : BGR Government Affairs, LLC.)

Exhibit A

SCOPE OF SERVICES

County's Purchase Order #		County Resolution #	
Contract Name	<u>BGR Government Affairs</u>	Contract Date	<u>9/1/18-8/31/19</u>
County's Project Manager	<u>Sheryl Markay</u>	Contractor's Project Manager	<u>Bill Viney</u>

This Scope of Services is for Contractors providing to the County certain Services pursuant to the above-referenced Contract and County Resolution. The undersigned agree that this project ("Project") shall be conducted pursuant to the terms and conditions of the above-referenced County Report and Contract and by the following terms and conditions:

1. **DESCRIPTION OF INDIVIDUAL'S WORK**
Provide consultation services as a lobbyist representing DuPage County before the federal government, specifically Congress and the Executive Branch.

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

Attachment: BGR Contractor Agreement 2018_Redacted (LEG-P-0224-18 : BGR Government Affairs, LLC.)



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: _____

Bid/Contract/PO #: _____

Company Name: <u>BGR</u>	Company Contact: <u>Bill Vinney</u>
Contact Phone: <u>202-333-4386</u>	Contact Email: <u>BILLVDC@GMAIL.COM</u>

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

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 Signer: 

Printed Name: Bill Vinney

Title: Principal

Date: BGR

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)

Attachment: BGR Ethics Disclosure Statement_Redacted (LEG-P-0224-18 : BGR Government Affairs, LLC.)

Instructions

Vendor Ethics Disclosure Statement

This form is filed by contract; a separate disclosure form must be filed for every contract action or informational update.

Company Name: Name under which the contract is or will be awarded.
 Company Contact & Phone: Individual to be contacted if necessary
 "Bid/Contract/PO/Description" identifying County reference. If an identifying County number has not been issued, include a detailed description of the services or goods to be provided including dollar amount, time frame, etc.

Section: B Contribution

Recipient: identify recipient of contribution

Donor: name under which the contribution was made, identify relationship to contractor

Description: identify the nature of the contribution

Amount/Value: monetary value of the contribution and method of valuation

Date Made: date of contribution

Authorization:

Signature, Name and Title of individual/officer/agent legally authorized to sign on behalf of the contractor.

Date: date form was completed and signed.



Procurement Review Checklist

Procurement Services Division

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

Date: Aug 1, 2018

MinuteTraq (IQM2) ID #: 13195

Vendor: BGR Government Affairs, LLC	Vendor #: 13275	Contract Term: 9/1/18 to 8/31/2019	Contract Total: \$80,000.00
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 federal government, specifically Congress and the Executive Branch. Not to exceed 80,000.		
Reason for Procurement	It is important that the views of DuPage County government are communicated to the policy makers at the federal level. BGR will assist the county to develop and secure federal funding opportunities, define a legislative agenda and strengthen its relations with the Administration and Congressional decision makers. Previously the county has retained lobbyists at both federal and state levels. BGR Government Affairs, LLC has represented DuPage County since September 2009.		

FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): 1600-3000-53050, 1500-3500-53050 and 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 # _____ 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 Public Utility
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # _____ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # _____
- 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)

DP	Aug 1, 2018	<i>SM</i>	<i>8/7/18</i>		
Prepared By	Date	Recommended for Approval	Date	IT Approval, if required	Date

REVIEWED BY (Initials Only)

<i>JW</i>	<i>8/7/18</i>	<i>AM</i>	<i>8-7-18</i>
Buyer	Date	Procurement Officer	Date
<i>[Redacted]</i>	<i>8-8-18</i>	<i>TC</i>	<i>8-9-18</i>
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date

Attachment: BGR - Procurement Checklist_ (LEG-P-0224-18 : BGR Government Affairs, LLC.)