

STATE OF ILLINOIS CONTRACT - OBLIGATION DOCUMENT

FY14

AGENCY NO. **591**

Please Type

8

| | | | | | |
|---|---------------------------------|--|---|--|---------------------------|
| FISCAL YR. 2014 | TRANSACTION CODE 2110 | CONTRACT / OBLIGATION NO. SPMB1401 | TRANSACTION DATE 07/30/2013 | NINE DIGIT TAXPAYER IDENTIFICATION NUMBER [REDACTED] | LEGAL STATUS 10 |
| CONTRACT ACTION 1. <input checked="" type="checkbox"/> NEW 2. <input type="checkbox"/> CHANGE | | CLASS CODE 1 0 | GOVERNOR'S RELEASE NO. Posted 3 | | |
| VENDOR'S NAME AND ADDRESS ROGER C MARQUARDT & CO INC 311 S COUNTY FARM ROAD SUITE 1 WHEATON IL 60187-2477 | | | | | |
| APPROPRIATION ACCOUNT CODE 001-59101-1200-0000 | | OBLIGATION AMOUNT 30000.00 | | | |
| MULTIPLE YEAR CONTRACT | | | MAXIMUM CONTRACT AMOUNT | | |
| FROM _____ TO _____ <small>Month/Day/Year Month/Day/Year</small> | | | 30000.00 | | |
| CURRENT FISCAL YEAR CONTRACT | | | ANNUAL CONTRACT AMOUNT | | |
| FROM 07/01/2013 TO 06/30/2014 <small>Month/Day/Year Month/Day/Year</small> | | | 30000.00 | | |
| | | | Reimbursement Expenses Included | | |
| MULTIPLE YEAR CONTRACT AMOUNT | | | YEAR 2 - 7 (AND OVER) | | |
| 2 | | 3 | | 4 | |
| 5 | | 6 | | 7 | |

DESCRIPTION

LEGISLATIVE RESEARCH

RECEIVED

JUL 31 2013

**STATE COMPTROLLER'S
OBLIGATIONS SECTION**

| | | |
|--|---------------------------------------|---------------------------|
| METHOD OF COMPENSATION <small>(If Multiple Rates, Specify)</small> | PROCUREMENT INFORMATION | TRAVEL EXPENSES |
| 15000.00 PER FR <small>(RATE) (TIME)</small> | Award Code N | YES _____ NO X |
| | Publication Date _____ | 30000.00 AMOUNT |
| | Reference # _____ | ADVANCE PAYMENT |
| | Subcontractor Utilization (Y/N) _____ | YES _____ NO X |
| | Subcontractor Disclosure (Y/N) _____ | |

MELINDA GUTIERREZ

07/30/2013

STATE POLICE MERIT BOARD

PREPARED BY

Ronald Plosky

DATE

07/31/2013

CONTRACTING AGENCY/DIVISION

STATE POLICE MERIT BOARD

AUTHORIZED BY

DATE

FILING AGENCY/DIVISION



ILLINOIS STATE POLICE MERIT BOARD

FISCAL YEAR 2014 CONTRACT

This agreement made between the State of Illinois, Illinois State Police Merit Board, 531 Sangamon Avenue East, Springfield, Illinois 60702, hereinafter referred to as ISPMB, and Roger C Marquardt & Co , Inc , 311 S County Farm Road, Suite I, Wheaton, Illinois 60187, hereinafter referred to as "Contractor," provides

SERVICRS: The Contractor agrees to perform for the ISPMB, in a good and workman-like manner the following specific services

Consulting services tracking legislation for ISPMB

COMPENSATION: Total compensation will be \$30,000 00 Payments shall be as follows

| | |
|-------------|-----------------------------|
| \$15,000 00 | upon acceptance of contract |
| \$15,000 00 | February 1, 2014 |

Travel expenses shall not be reimbursed

Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this agreement

TERMS: The term of this agreement shall be for the period commencing August 1, 2013, and shall terminate on June 30, 2014 This agreement may be terminated for violation of terms or at the will of either party thirty days after the postmark on a notice of termination sent by registered or certified mail to the other party

CONTRACTOR agrees to comply with Public Act 90-609, apv 6/30/98, the same being the Illinois Procurement Code, 30 ILCS 500/50-13

CONTRACTOR agrees to comply with the prohibitions against discrimination in public contracts as set forth at Ill Rev State , ch 29, par 17, et seq Those provisions are made a part of this agreement by reference as though set forth in full herein

CONTRACTOR agrees not to commit unlawful discrimination or any violation of civil rights as defined in the Illinois Human Rights Act (Ill Rev Stat , ch 68, par 10101, et seq) and further agrees to take affirmative action to ensure that no unlawful discrimination or civil rights violations occur The Illinois Human Rights Act is made a part of this agreement by reference as though set forth in full herein

CONTRACTOR agrees to comply with the Illinois law relating to Prevailing Wage as found at Ill Rev Stat , ch 127, par 132 6-3, and ch 48, par 39s-3, et seq The provisions of those statutes are made a part of this agreement by reference as though set forth in full herein

CONTRACTOR certifies, by signature, that he/she has not been convicted of bribery or attempting to bribe, nor has made an admission of guilt, as defined and described at Ill Rev Stat , ch 127, par 132 10-1

CONTRACTOR certifies by signature, that he/she is not in default on an educational loan as defined and provided at Ill Rev Stat , ch 127, par 3553

CONTRACTOR certifies that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract according to Public Act 86-1459, Section 4

CONTRACTOR agrees to comply with requirements of the Illinois Purchasing Act (Ill Rev Stat , ch 127, par 132 1, and et seq) and in particular the subcontractor disclosure provisions found at Paragraph 132 9d

CONTRACTOR certifies that he/she is not a State employee, State officer, family member or other party prohibited by the provisions of Paragraph 132 11-1 from entering into this contract The Illinois Purchasing Act is made a part of this agreement by reference as though set forth in full herein

CONTRACTOR agrees that the Equal Employment Opportunity Clause, as found at 44 Ill Adm Code 750, Appendix A, and required by 44 Ill Adm Code 750 10, is made a part of this agreement by reference as though set forth in full herein



ILLINOIS STATE POLICE MERIT BOARD

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CONTRACTOR certifies, by signature, that he/she will provide a drug free work place as required by the Illinois Drug Free Work place Act at Ill Rev Stat , ch 127, par 132 311, et Seq

CONTRACTOR or bidder certifies that they are not barred from being awarded a contract under 30ILCS500 Section 50-11 prohibits a person from entering into a contract with a State agency if they know or should know that they are delinquent in the payment of any debt to the State as defined by the Debt Collection Board The contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor is determined to be delinquent in the payment of any debt during the term of the contract

CONTRACTOR certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction

CONTRACTOR certifies in accordance with 30 ILCS 500/50-10 and 30 ILCS 500/50-10 5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract The contractor acknowledges that the contracting agency shall declare the contract void if this certification is false

CONTRACTOR agrees his agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (PA 93-0552)

CONTRACTOR agrees to comply with the Americans with Disabilities Act (ADA) (42 U S C 12101, ET Seq) and all pertinent regulations promulgated to enforce this Act (28 C F R 35 130), which prohibits any qualified individual with a disability from being denied the benefits of aid, services, programs, or activities of a public entity, either directly or through contractual arrangements

CONTRACTOR agrees to comply with the International Anti-Boycott Certification Act (30 ILCS 582/1 Section 5) which requires that neither the vendor/contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U S Export Administration Act of 1979 or the regulations of the U S Department of Commerce promulgated under the Act

CONTRACTOR certifies in accordance with 30ILCS 500/50-14 that the bidder or contractor is not barred from being awarded a contract under this Section The contractor acknowledges that the contracting agency may declare the contract void if this certification is false

CONTRACTOR certifies that they are not required to register as a business entity with the State Board of Elections pursuant to 30ILCS 500/20-160 Further, the contractor acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code 30ILCS 500/50-60

CONTRACTOR or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30ILCS500/50-11 and 50-12 The contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor it, or any affiliate, not barred from contracting for failure to collect or remit Illinois use taxes

CONTRACTOR certifies by signature, that he/she has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961

CONTRACTOR certifies, by signature, that he/she no person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act shall do business with the State of Illinois or any State agency from the date of the order containing the finding of violation until 5 years after that date, unless the person or business can show that no person involved in the violation continues to have any involvement with the business

CONTRACTOR certifies by signature, that he/will maintain records for review pursuant to 30ILCS 500/20-65



ILLINOIS STATE POLICE MERIT BOARD

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CONTRACTOR agrees to comply with Public Act 87-991 which requires the vendor/contractor shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract, the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General, Chief Procurement Officer, Internal Auditor and Purchasing agency, and the contractor agrees to cooperate fully with any audit conducted by the Auditor General, Chief Procurement Officer, Internal Auditor and Purchasing agency and to provide full access to all relevant materials Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement

SEXUAL HARASSMENT: Effective July 1, 1993, the vendor to contractor shall have written sexual harassment policies that shall include, at a minimum, the following information (1) the illegality of sexual harassment,, (2) the definition of sexual harassment under state law,, (3) a description of sexual harassment, utilizing examples, (4) the vendor's internal complaint process including penalties, (5) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission, (6) directions on how to contact the Department and Commission, and (7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act

CONTRACTOR certifies under penalties of perjury that the below listed Federal Taxpayer Identification Number (TNT) is correct with respect to this contract and further states that he/she is doing business as (Contractor **MUST** check one of the following)

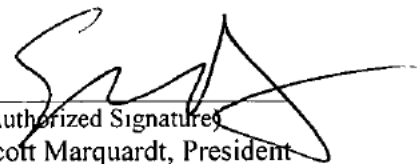
Individual Government Entity Corporation Sole Proprietorship
 Partnership Real Estate Agency Trust or Estate Not-for-profit
 Tax Exempt (IRC 501 (a) Organization Medical-Health Care Service Provider Corporation


TIN SSN/FEIN, as appropriate XXXXXXXXXX

IDHR No

CONTRACTOR
ROGER C MARQUARDT & CO , INC
311 S, COUNTY FARM ROAD
SUITE I
WHEATON, IL 60187

STATE OF ILLINOIS
ILLINOIS STATE POLICE MERIT BOARD
531 SANGAMON AVENUE EAST
SPRINGFIELD, IL 62702

BY 
(Authorized Signature)
Scott Marquardt, President

BY 
(Authorized Signature)
Ronald P. Cooley, Executive Director

DATED 7/23/13

DATED 7/24/2013