



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

AWARDED CONTRACTOR DISCLOSURE

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-028-FM
COMPANY NAME:	Baker Tilly Advisory Group, LP
CONTACT PERSON:	Jesse Nelson
CONTACT EMAIL:	jesse.nelson@bakertilly.com

Section II: Contractor Reporting

In accordance with 35 ILCS 200/18-50.2, the County requires the Awarded Contractor to provide (i) whether it is a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/01 *et seq.*) and (ii) whether the it or any of its subcontractors hold any certifications for those categories or if it or any of its subcontractors are self-certifying.

If self-certifying, the Awarded Contractor and its subcontractors shall disclose if it qualifies as a small business under federal Small Business Administration standards. Following award of a contract by the County, the Contractor shall complete the requested information for itself, and for each subcontractor within 60 calendar days of the date of award. If awarded, Contractor will enter information in the following website: <https://mwv.dupageco.org/> or under the Procurement Division website under "Vendor Questionnaire" at <https://www.dupagecounty.gov/purchasing/>.

Section III: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Jesse Nelson

Signature: _____

Title: Principal

Date: February 11, 2025



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JOINT PURCHASING AGREEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-028-FM
COMPANY NAME:	Baker Tilly Advisory Group, LP
CONTACT PERSON:	Jesse Nelson
CONTACT EMAIL:	jesse.nelson@bakertilly.com

Section II: Participation

If awarded, would your firm be willing to extend its bid to other DuPage County taxing bodies (e.g., school districts, townships, cities, and villages) for the purpose of Joint Purchasing in cases where the approximate quantity and/or usage is unknown?

☐ Yes

☒ No

Section III: Additional Requirements

If "Yes" in Section II above, please list below any desired additional requirements or specifications that are beyond those listed in the County's Bid.

Section IV: Joint Purchasing Limitations

If the County accepts this bid, the County and the Awarded Contractor will develop Joint Purchasing procedures. The County will distribute these Joint Purchasing procedures to the taxing bodies. Beyond that, the County will not be involved in the purchasing other than to receive a copy of the other taxing body's Purchase Order. The other taxing body's Purchase Order will reference the County's contract number. Invoicing and payments will be entirely between the other taxing bodies and the Awarded Contractor.

Section V: Certification

By signing below, the Bidder certifies that the information submitted on this form is true and correct to the best of its knowledge.

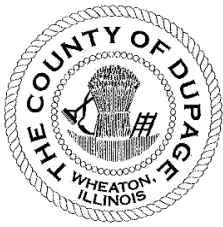
Signature on File

Printed Name: Jesse Nelson

Signature: _____

Title: Principal

Date: February 11, 2025



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LIMITATIONS ON THE AUTHORITY OF THE COUNTY OF DUPAGE TO CONTRACT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-028-FM
COMPANY NAME:	Baker Tilly Advisory Group, LP
CONTACT PERSON:	Jesse Nelson
CONTACT EMAIL:	jesse.nelson@bakertilly.com

Section II: Limitations

The County of DuPage ("County") is a non-home rule unit of local government under the Constitution and laws of the State of Illinois. Pursuant to Section 7 of Article VII of the Illinois Constitution of 1970, counties and municipalities which are not home rule units have only the powers granted to them by law and the powers set forth in the state constitution. Accordingly, and unlike Cook County and many of Illinois's larger municipalities, every action DuPage County takes must be tied to a specific constitutional or statutory grant of authority or be necessarily inferred from that specifically granted authority. Any action the County takes in excess of that authority is *ultra vires* and void *ab initio* as a matter of law.

During the course of the procurement process, vendors frequently provide standard form contracts or propose exceptions that contain terms which, though commercially reasonable in a particular industry, are outside of the County's authority to agree to. The most common areas of conflict involve proposed provisions that require the County to provide a vendor with an indemnity, exclude the state's attorney's participation in the selection and control of outside counsel, or provide for more aggressive payment and interest terms than are permitted by law.

Indemnification

DuPage County has no authority to provide an indemnity to a vendor. As noted above, the County has only those powers conferred by the Illinois Constitution or state law or which can be necessarily inferred from those powers. While state law does require the County to indemnify its officers and employees and authorizes it to indemnify a limited number of other governmental entities, the legislature has not authorized counties to indemnify private vendors. Moreover, the Illinois Constitution requires that all expenditures of public funds be for public purposes. In an indemnity agreement, the indemnifying party agrees to be liable for the costs associated with the defense of the other party. If the indemnified party is not a public entity, then an indemnification agreement would impermissibly require an expenditure of public funds the benefit of that private party and not for the public. Finally, an indemnity contract is an extension of the public credit and an agreement to undertake a liability. Such an extension of credit requires an appropriation for that purpose sufficient to cover the obligation at the time of contract formation.

Choice of Counsel, Waiver of Defenses

Under Illinois law, the state's attorney shall "defend all actions and proceedings brought against his county." Historical and judicial precedents along with various opinions of Illinois's attorneys general, interpret this language to mean that **the state's attorney is the exclusive legal representative of his county**. The state's attorney will generally appoint any attorney recommended to him by an indemnifying party or its insurance carrier who meets his approval as a "special" assistant state's attorney for the purposes of the litigation. While the state's attorney must retain the right to approve outside counsel and control the litigation, he will not interfere unreasonably with the indemnifying party's attorney selection or legal strategy (or those of its insurance carrier). The County has no authority to retain or permit counsel to represent its interests nor can it contract away the duties of the state's attorney. For this reason, the County also cannot contractually waive any defenses, privileges or immunities which may be available to it in litigation.

Payment Terms

The provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 et. seq. apply to all purchases made by DuPage County. The Act provides that the County must approve or disapprove of an invoice for goods or services within 30 days of the presentation of the invoice or delivery of the goods or services – whichever is later. The County then has 30 days after approval to pay any portion of the invoice which it has not disapproved. Interest, when permitted under the Act, accrues on a monthly basis at 1%. While the County may not offer payment or interest terms which are more generous to the vendor than authorized by the Act, the parties may agree to provide an incentive for more rapid payments.

Section III: Acceptance

The above list is not exhaustive, but it does address the most common areas of concern during the contract negotiation phase. **Accordingly, all prospective offerors are on notice that the County is without the authority to accept nor will it respond to any exceptions which purport to impose a duty on the County to indemnify a vendor, abridge the duties of the state's attorney, waive any legal privilege, defense, or immunity available to it, or obligate it to payment and interest terms other than as permitted by the Local Government Prompt Payment Act. Further all prospective offerors are on notice that any such provision in any standard form contract is unenforceable and void as a matter of law whether or not approved by the County.**

Please acknowledge your Acceptance of the Limitations on the Authority of the County of DuPage to Contract as stated above. Your signature below shall establish your consent to a contract subject to such limitation on the County's authority to contract. This page must also be incorporated as an exhibit to any contract the County will be asked to sign.

Receipt of the above ACCEPTANCE is hereby acknowledged by:

Printed Name: Jesse Nelson Signature on File
Signature: _____

Title: Principal Date: February 11, 2025



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

PROPOSAL FORM

Section I: Contact Information

Complete the contact information below.

RFP NUMBER:	25-028-FM
COMPANY NAME:	Baker Tilly Advisory Group, LP
MAIN ADDRESS:	2852 Eyde Parkway, Suite 150
CITY, STATE, ZIP CODE:	East Lansing, MI 48823
TELEPHONE NO.:	(517) 336 3951
CONTACT PERSON:	Jesse Nelson
CONTACT EMAIL:	jesse.nelson@bakertilly.com

Section III: Certification

The undersigned certifies that they are:

☐ The Owner or Sole
Proprietor

☒ A Member authorized to
sign on behalf of the
Partnership

☐ An Officer of the
Corporation

☐ A Member of the Joint
Venture

Herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

Jesse Nelson
(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1, _____, and _____ issued thereto.

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time and at the price therein prescribed.

Further, the undersigned certifies and warrants that they are duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, Proposal rigging or Proposal-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that they have examined and carefully prepared this Proposal and have checked the same in detail before submitting this Proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Offeror certifies that they have provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that it will take in full payment therefore the sums set forth in the cost schedule.

PROPOSAL AWARD CRITERIA

The Offeror acknowledges and agrees that the proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Offeror agrees to provide the service described in this solicitation and in the contract specifications under the conditions outlined in attached documents for the amount stated.

By signing below, the Offeror agrees to the terms of this Proposal Form and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Signature on File

Offeror: Jesse Nelson

Signature: _____

Title: Principal

Date: February 11, 2025