



OFFICE OF THE ILLINOIS STATE TREASURER  
**MICHAEL W. FRERICHS**

## **Request for Proposals**

# **Administrative Consulting Services – College Savings, ABLE, and other Programs**

February 11, 2016

Proposals due by 12:00 p.m. CT on March 11, 2016

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Mr. Jim Underwood  
Chief Procurement Officer  
400 West Monroe Street, Suite 401  
Springfield, IL 62704

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**Office of the Illinois State Treasurer**  
**Request for Proposals**  
**Administrative Consulting Services – College Savings, ABLE, and other**  
**Programs**

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## **I. INTRODUCTION**

The Office of the Illinois State Treasurer (“Treasurer”) is issuing this Request for Proposals (“RFP”) for a Consulting Services (“Contractor”) for the administration of the Treasurer’s programs with a particular emphasis on the Illinois College Savings Plans (“College Savings”) and Achieving a Better Life Experience Act Savings Pool (“ABLE”). The Contractor shall assist the Treasurer in the formulation of strategy, structuring, marketing, implementation, and oversight of programs, particularly the College Savings and ABLE plan pools (collectively, the “Pools”). Consultants who submit responses (“Respondents”) must submit their responses to this RFP (“Proposals”) by 12:00 p.m. CT on March 11, 2016. The Treasurer intends to select a Respondent with extensive experience in strategic implementation, management, and assessment of 529 plans; comprehensive understanding of the 529 and 529A landscape; and expertise in client counseling, third-party review and rankings, structuring 529-type investment vehicles/programs, and marketing of investment products to a broad market. The Contractor shall enter into a contract with the Treasurer (“Agreement”) for an initial term of four (4) years. Upon expiration of this term, the Treasurer may elect to extend the Agreement for a period of time agreed upon by the parties, not to exceed a total of ten (10) years.

## **II. BACKGROUND**

This Section provides an overview of College Savings and ABLE.

### **A. College Savings: Bright Start and Bright Directions**

The Treasurer serves as Trustee and Administrator of the College Savings and its investment pool. The College Savings includes the Bright Directions College Savings Program (“Bright Directions”), as well as the Bright Start Direct College Savings Program and the Bright Start Advisor College Savings Program (collectively, “Bright Start”). Bright Directions and Bright Start are savings vehicles, intended to be used for the qualified higher education expenses of beneficiaries under Section 529 of the Internal Revenue Code (“Code”). The Pool receives no appropriations from the State of Illinois.

The plans offer participants a variety of investment options that suit individual needs and preferences. Participants have the freedom to create their own investment portfolio or choose a premixed portfolio that automatically rebalances, based on the beneficiary’s educational time-horizon. Participants also have the ability to diversify their portfolio by age, risk profile, and asset class. The range of choices is based on a participant’s risk tolerance, and the participants can choose from actively or passively managed funds, as well as proprietary or non-proprietary funds.

College Savings’ assets are invested in portfolios provided through the program managers in accordance with the Treasurer’s Bright Start and Bright Directions Investment Policy Statements. The program managers also provide administrative services, customer service and recordkeeping, marketing, and distribution. The

Contractor will be expected to closely work with College Savings managers, and other consultants in the evaluation and provision of management services. Currently, the program managers for College Savings are Union Bank & Trust for Bright Directions and Oppenheimer Funds for Bright Start.

As of December 31, 2015, the Treasurer administers the College Savings pools. The following is information on such pools:

Plans	Unique Beneficiary Accounts	Assets	Investment Portfolios
Bright Directions	108,768	\$1.914 billion	57
Bright Start Direct	216,528	\$3.805 billion	20
Bright Start Advisor	91,038	\$1.911 billion	11

## **B. ABLE**

The Treasurer is currently in the process of establishing ABLE. Once it is established, the Treasurer will also serve as the Trustee and Administrator of ABLE and its investment pool. ABLE will provide tax-advantaged savings vehicles for qualified expenses under the Section 529A of the Code. The ABLE pool will receive no appropriations from the State of Illinois.

ABLE will offer participants a variety of investment options that suit individual needs and preferences. Participants will have the freedom to create their own investment portfolio or choose a premixed portfolio that automatically rebalances, based on the beneficiary's educational time-horizon. Participants will also have the ability to diversify their portfolio by age, risk profile, and asset class. The range of choices will be based on a participant's risk tolerance, and they may be able to choose from actively or passively managed funds, as well as proprietary or non-proprietary funds.

## **III. SCOPE OF WORK**

The Contractor will be required to provide the following services:

### **A. Plan Governance & Administration**

1. Assess the Treasurer's current plan structures and practices, and advise on any possible improvements;
2. Make policy and administrative recommendations on the Treasurer's financial programs as industry standards and best practices evolve;

3. Advise on requests for proposals, including without limitation, review and advise Treasurer on the drafting of the request for proposal, evaluate and advise the Treasurer on the proposals, and any other services directly related to the procurement of services for the Treasurer's investment-related programs, including, but not limited to, College Savings and ABLE;
4. Assist with programmatic issues for the Treasurer's financial programs, including, but not limited to, program conversions, launch of new programs or new products, and/or redesigning existing program infrastructure; and
5. Provide feasibility studies and on-going analysis of other state-level and federal programs upon request.

**B. Marketing and Brand Services**

1. Provide general strategic consulting advice on program design and structure for the Treasurer's investment-related programs, using insight from the 529 industry and other tax-advantaged investment plans;
2. Assess, consult, and make recommendations on ways to improve third-party rating agency rankings of the Treasurer's financial programs;
3. Compare and contrast distribution channels and methods of the 529 and 529A plans;
4. Assist with marketing of the Treasurer's financial programs to under-represented groups, including but not limited to: families outside of the Chicago area; families with income levels under \$100,000; minority families; non-parents; and non-English native speakers; and
5. Provide feedback on recommendations made by outside marketing firms.

**C. Investment Services**

1. Review investment policies, investment options and disclosure language for industry comparison and best practices; and
2. Consult on recommendations of outside investment advisors.

**D. Industry Updates**

1. Upon request, provide updates on industry developments, including legislative and regulatory changes;
2. Maintain awareness of competitor 529 and 529A plans and developments within the 529 industry; and

3. Advise on new and different strategies for the Treasurer's financial programs.

#### **E. Ongoing Services**

1. Provide analysis of the Treasurer's program managers' performance, particularly in marketing and administrative areas, using monthly, quarterly and annual data;
2. Assist in the evaluation of marketing and administrative benchmarks for the Treasurer's financial programs;
3. On an unlimited basis, be available for consultation by telephone and in-person with the Treasurer or designated individuals;
4. On an ad hoc basis, advise the Treasurer or designated individuals orally and in writing on various matters outlined in this RFP;
5. Work with consultants and program managers, as needed;
6. Provide a cost analysis and industry comparison for administration and investment management fees;
7. Provide constant monitoring and timely review and analysis of key events that could potentially affect the Pools and/or individual funds, including significant market events, mergers and acquisitions, public offerings, changes in fund senior management, and new and proposed federal and state legislation and regulations;
8. Meet with the Treasurer to answer questions regarding the reports submitted by Consultant and the analysis conducted on an ad hoc basis, but no less than four times per year;
9. Be available to discuss any investment issues with the Treasurer and/or with portfolio managers on an as-needed basis;
10. Serve as a general resource to the Treasurer for information, advice, and training regarding, but not limited to the following: industry trends, market conditions, investment policy, portfolio design, risk management, pool reporting, fund management, asset allocation, and investment strategies;
11. Attend meetings at the discretion of the Treasurer to present research, reports, and analyses and to respond to questions;
12. Attend quarterly, semi, or annual due diligence and review meetings for management and operations and prepare a written summary of such meetings to the Treasurer;
13. Provide or recommend education sessions for the Treasurer, as requested; and

14. Prepare presentations to the Treasurer on various financial informational topics, as needed.

#### **IV. RFP PROCESS AND SCHEDULE**

This Section outlines the process and schedule associated with this RFP.

##### **A. Schedule**

The following is the schedule for this RFP:

Date	Event
February 11, 2016	RFP published on the Treasurer's website.
February 19, 2016	Notice of intent to participate in the Bidder's Teleconference due by 12:00 pm CT.
February 22, 2016	Mandatory Bidder's Teleconference at 10:00 a.m. CT.
February 26, 2016	All Respondent questions due by 12:00 p.m. CT.
March 2, 2016	If applicable, responses to all questions posted on the Treasurer's website by 4:00 p.m. CT.
March 11, 2016	Responses to RFP due at 12:00 p.m. CT.
Week of March 21, 2016	If applicable, in-person interviews and submission of best and final offers.
Week of March 28, 2016	Notification of award and begin negotiation of Agreement.

These dates are subject to change at the Chief Procurement Officer's ("CPO") discretion.

##### **B. Contact information**

The Treasurer's CPO is the sole point of contact concerning this RFP.

Respondents should submit questions about the intent or content of this RFP and request clarification of any and all procedures used for this procurement prior to the submission of a Proposal. Respondents must submit their questions in writing by e-mail to the CPO by 12:00 p.m. CT on February 26, 2016: [junderwood@illinoistreasurer.gov](mailto:junderwood@illinoistreasurer.gov).

##### **C. Mandatory Bidder's Teleconference**

Each Respondent must e-mail notice of intent to attend the Bidder's Teleconference to Jim Underwood at [junderwood@illinoistreasurer.gov](mailto:junderwood@illinoistreasurer.gov) prior to 12:00 p.m. CT on February 19, 2016. Attendance at the Bidder's Teleconference is mandatory. The

Bidder's Teleconference shall be on February 22 at 10:00 a.m. CT. Teleconference details will be provided after notice of intent to participate has been received.

#### **D. Proposal Submittal**

All Proposals must be submitted by mail or messenger to the following address, no later than 12:00 p.m. CT on March 11, 2016:

Mr. Jim Underwood  
Chief Procurement Officer  
Office of the Illinois State Treasurer  
400 West Monroe Street, Suite 401  
Springfield, IL 62704

#### **E. RFP Process**

##### **1. Questions about this RFP**

Respondents must submit questions about the intent or content of this RFP and request clarification of any and all procedures used for this procurement prior to the submission of a Proposal. Respondents must prepare their questions in writing and send them by e-mail to the above contact person.

##### **2. Internet/E-mail Communications**

The Treasurer may also communicate with Respondents via e-mail. Each Respondent should provide an e-mail address with its response for ease of communication throughout this RFP process.

##### **3. Verbal Communications**

Any verbal communication from the Treasurer or its contractors concerning this RFP is not binding on the Treasurer and shall in no way alter a specification, term or condition of this RFP.

##### **4. Amendment**

If it is necessary to amend this RFP, the Treasurer will post amendments on the Treasurer's website.

##### **5. Respondent's Costs**

The cost of developing a Proposal is each Respondent's responsibility and may not be charged to the Treasurer.

##### **6. Withdrawal of Proposal**

A Respondent may withdraw its Proposal at any time prior to the deadline for receipt of Proposals. The Respondent must submit a written withdrawal request, addressed to the CPO and signed by the Respondent's duly authorized representative.

**7. Modification of Proposal**

A Respondent may submit an amended Proposal before the deadline for receipt of Proposal. Such amended Proposal must be a complete replacement for the previously submitted Proposal and must be clearly identified as such in the transmittal letter to the CPO.

**8. Proposal is an Offer**

A Proposal submitted in response to this RFP is a binding offer valid for 180 days after the due date for Proposals or the due date for the receipt of a best and final offer, whichever falls later.

**9. Response to RFP is State Property**

On the response due date, all responses and related material submitted in response to this RFP become the property of the State of Illinois.

**10. CPO May Cancel the RFP**

If the CPO determines it is in the Treasurer's best interest, he reserves the right to do any of the following:

- a. Cancel this RFP;
- b. Modify this RFP in writing as needed; or
- c. Reject any or all responses received for this RFP.

**V. EVALUATION PROCESS & CRITERIA**

**A. Mandatory Requirements**

1. The Respondents must answer all the questions in this RFP.
2. Proposals must set forth the specific manner in which the Respondent will satisfy each RFP requirement.
3. The Respondents must submit the name, physical address, e-mail address, and telephone number of an individual with authority to answer questions or clarify the Proposal.

4. The Respondent must have substantial experience advising, or assisting in the advisement of, 529 or other tax-advantaged investment vehicles. The following criteria are required and exceptions will not be granted:
  - a. The Respondent must have at least three (3) years' experience advising College Savings programs for government entities;
  - b. The senior professionals in charge of providing the services under the proposed agreement must have at least five (5) years' relevant experience in College Savings advisement; and
  - c. The Respondent must agree to submit reports and other supporting materials as requested, in a timely manner.
5. The Respondent and any sub-contractor(s) must submit a fully executed State Certifications Form, Appendix A.
6. The Respondent and any sub-contractor(s) must submit a fully executed Financial Interest and Potential Conflicts of Interest Disclosure Form, Appendix B.
7. The Respondent and any sub-contractor(s) must submit a fully executed Other Contract and Procurement Related Information Disclosure Form, Appendix C.

## **B. Evaluation Factor Weighting Table**

This following table shows the weighted evaluation factors to be used in reviewing the Proposals:

<b>Evaluation Factor</b>	<b>Weight</b>
Background & Experience	35
Advisory & Administrative Services	20
Reporting Abilities	15
Cost Proposal	20
Diversity	5
Illinois Presence	5
<b>TOTAL</b>	100

## **C. Evaluation Factors**

### **1. Background and Experience**

Scoring will be based on the thoroughness and clarity of the response, the breadth and depth of the similar engagements, the talent and experience of assigned

personnel, and clear demonstration of a robust understanding of the issues relevant to the work required by this RFP.

The evaluation also will include reference checks regarding the Respondent's work for previous clients receiving similar services to those proposed for 529 Plan and/or tax-advantaged investment products.

**2. Advisory and Administrative Services**

Scoring will be based on Respondent's experience with and demonstrated ability to provide quality advice and recommendations to the Treasurer.

**3. Reporting Abilities**

The evaluation will assess the Respondent's ability to provide timely and accurate reports as well as the quality of these reports.

**4. Cost Proposal**

Respondent's Cost Proposal score will be scored based on an evaluation of its cost-effectiveness.

**5. Diversity Score**

Respondent's diversity score will be scored based on the answers Respondent provides to the diversity questions in Section VI.B of this RFP. The Evaluation Team shall award a higher diversity score to Respondents that are female, minority, person with disabilities, or veteran owned or managed. Having a higher percentage of subcontractors that are female, minority, person with disabilities, or veteran owned or managed shall also result in higher scores.

**6. Illinois Presence Score**

Respondent's Illinois presence shall be scored based on the answers Respondent provides to the Illinois presence questions in Section VI.B of this RFP. Respondents with a principal place of business in Illinois and a higher percentage of employees in Illinois shall receive higher scores.

**D. Evaluation Process**

All Proposals will be reviewed for compliance with the RFP requirements and specifications. Proposals deemed non-responsive will be eliminated from further consideration. The CPO may contact the Respondent for clarification of the Proposals, and the Evaluation Committee may use other sources of publically available information to perform its evaluation. Finally, the Evaluation Committee will make a recommendation regarding the highest scoring Respondent.

**VI. PROPOSAL**

This Section provides the required elements for Respondent's Proposal.

**A. PROPOSAL FORMAT**

All Proposals must be submitted within the prescribed format to facilitate objective review. Any Proposal that materially deviates from this format will be rejected without further consideration of its content. Proposals that contain false or misleading statements or that provide references that do not support an attribute or condition claimed by the Respondent may also be rejected. Emphasis should be on clarity, brevity and completeness of response.

1. Cover Letter - The Proposal must be accompanied by a transmittal letter that provides the name, physical address, e-mail address, and the telephone number of the person or persons available for contact concerning the Proposal and who is authorized to make representations on behalf of the Respondent's organization.
2. Table of Contents - The Proposal must include a listing of the main chapters and paragraph headings contained in the response, including page numbers.
3. Introduction - The Proposal must include an introduction that briefly discuss such topics as the Respondent's background, management, expertise, facilities, staffing, related experience and financial stability. The introduction may not exceed 3 pages.
4. Scope of Work - Provide a narrative, not to exceed 5 pages, describing the general conceptual approach to the delivery of specific services and any other information Respondent believes is relevant.
5. Answers to Questions - Respondent must respond to all of the questions provided in Section VI.B of this RFP. Respondent's answers must include the headings (e.g. "Background and Experience") and be numbered in the order provided in Section VI.B of this RFP.
6. Service Team - Provide an organizational chart and resumes for the proposed service team. Please identify the primary contact person and describe the role of each key person.
7. Unique Capabilities - Provide a summary, not to exceed 5 pages, of any unique expertise, products or services that distinguish your organization.
8. State Certifications and Disclosures - Respondent and any subcontractor(s) must complete and submit the following three (3) fully executed documents: Illinois State Treasurer Certifications, Disclosures Financial Interest and Potential Conflicts of Interest (Disclosure Form A), and the Disclosures Other Contract and Procurement Related Information (Disclosure Form B).

Proposals must be submitted in a sealed envelope or package bearing the title "Office of the Illinois State Treasurer Request for Proposals Consulting Services – 529 Programs" and the Respondent's name and address. The package must include one (1) original and five (5) copies of the Proposal. A separate envelope must contain one (1) original and five (5) copies of the Cost Proposal. In addition, please provide one (1) electronic copies of the Proposal and one (1) separate electronic copies of the Cost Proposal. The

electronic Proposal copy and the electronic Cost Proposal copy shall each be on a separate electronic storage device, such as a CD or thumb drive.

## **B. QUESTIONS TO BE ADDRESSED IN THE PROPOSAL**

### Background and Experience

1. Please provide the organization's name, the url to its website, and the name, title, address, phone number, fax number, and email address of the individual who will be our primary contact.
2. Please provide the year your firm was established and give a brief history of your firm.
3. Please provide the address of the firm's headquarters and all branch offices.
4. Please identify all of your firm's lines of business, products, and services.
5. Please provide three (3) references for whom your firm has provided services that are similar to the services being sought in this RFP.
6. Please provide a brief description of your firm's plans for growth over the next 3-5 years.
7. Please comment on the financial solvency of your firm. Do you have any firm debt?
8. Please give succession plans for key employees, if retirements are planned within 5 years.
9. What is the current ownership structure of the firm? Please include employees at all levels.
10. Who are the principals and/or managing partners? How long has each such person been with the firm?
11. What provisions are in place to promote the retention of principals and/or managing partners?
12. Please describe the firm's professional turnover over the last five (5) years, citing reasons for each departure and contacts for departed principals or partners.
13. Please describe any significant changes in the organizational structure, ownership or management of your firm over the past three (3) years.

14. Please provide a summary organizational chart showing your proposed team, including analytical investment, research staff and support staff; and potential, if any, subcontractors. Describe the role of each key person.
15. Please provide brief biographies and educational background of the 529 college savings plan professionals in the firm. List percent of ownership by the investment professional, and which products they worked on.
16. Please provide a detailed summary of the firm's experience advising public clients in the management of tax-advantaged savings products, such as 529 college savings programs.
17. What role has the firm played in advising public clients on the creation, management, and/or conversion of 529 and 529A plans and similar tax-advantaged savings vehicles?
18. What is the firm's experience and expertise in advising on the creation of a college saving plan's Investment Policy Statement, Program Disclosure Statements, structuring tax-advantaged savings programs such as 529 college savings programs, and incorporating best practices?
19. Please describe your experiences in coordinating with clients and their staff to gain insight and knowledge regarding their investment vehicles, statutory authority, and related programs.
20. Please describe your experience in working with third party vendors for purposes of marketing, distributing, and sales of 529 and 529A-type tax-advantaged savings plans.
21. Please describe your success in growing 529 plans and briefly describe the growth-potential for these types of plans in Illinois.
22. Please describe your experience in helping your clients through contract negotiations, specifically as it relates to reductions of fees and marketing budget.
23. Please describe your experience in dealing with policy issues relating to the developmentally and physically disabled communities—specifically, in dealing with legal communications and investment choices per traditional needs.
24. Please describe your familiarity with disabled trusts and other investment options that assist the developmentally and physically disabled communities.
25. Please describe your experience establishing, restructuring, or transitioning program managers.
26. Describe your process and experience in advising on plan conversions to include mapping of fund portfolio transitions, working with program managers, record keepers, and communication to account owners.

27. Please list and describe your familiarity and experience with record keeping programs/software.
28. Please describe your experience working with national 529-type programs.
29. Please list all plans you advise, level of engagement, number of accounts, assets under management and their third-party rating, if applicable.

**Advisory and Administration Services**

30. Please outline your firm's understanding of the purpose of the requested advisory services, including the relevant advisory and administrative services the firm is proposing to provide in response to this RFP.
31. Please summarize the firm's understanding of the current state of the 529 and 529A industry and key issues that are impacting the industry.
32. Please identify pertinent issues or potential problems in the 529 industry that the firm is positioned to address, based on the firm's experience advising public clients in the management of tax-advantaged savings products such as 529 college savings programs.
33. Please identify pertinent issues or potential problems to establishing 529A ABLE programs in Illinois or through a multi-state collaborative.
34. Please identify differences in administration between 529A and 529 programs, as well as similarities.
35. What existing or potential relationships could impact your firm's ability to provide the services outlined in this RFP? Would such relationships create ethics violation or conflict of interest situations?
36. What are your procedures for ensuring that there are no conflicts of interest on advice given to Illinois? How does your firm safeguard against potential conflicts of interest between your clients?
37. Please provide a written sample of a 529 or 529A advisory work product.
38. Please identify any item listed in Section III of this RFP that you are unwilling or unable to perform and explain why.

**Reporting Requirements**

39. Please detail your proposed reporting process on Treasury programs such as the College Savings programs performance and including the tracking, analysis and reporting of market trends.
40. Please provide your process in evaluating tax-advantaged investment products.

41. Please describe how your firm will provide timely consolidated reports quarterly and annually, reflecting marketing strategies, account growth, and asset growth.
42. Please describe how your firm will ensure standardization of such reporting across all of the Treasurer's programs.
43. Please describe your ability to offer guidance regarding regulation in accordance with SEC, MSRB, and FINRA as they relate to investments in 529 plans.
44. Please describe your firm's ability to offer guidance regarding regulation in accordance to Internal Revenue Service ("IRS") guidelines, as they relate to investments in 529A ABLE plans.

#### Diversity

45. Please provide the number and percentage of Respondent's senior leaders (e.g. partner, president, COO, or managing director) who are female, minority, persons with disabilities, or military veterans. Please cite with supporting data.
46. Is the Respondent or its affiliates female, minority, persons with disabilities, or veteran owned or managed? Please cite with supporting data.
47. Using the definition provided above, what is the percentage of Respondent's intended subcontractors for this project, if any, that are female, minority, persons with disabilities, or veteran owned or managed? Please cite with supporting data.

#### Illinois Presence

48. Please describe what presence the Respondent has in the State of Illinois. Such "presence" can be demonstrated by the percentage of Respondent's full-time employees or employees who spend more than half their time in Illinois and having physical offices or a principal place of business located in Illinois.
49. Using the definition provided above, what is the percentage of Respondent's intended subcontractors for this Project, if any, that have an Illinois presence?

### **C. COST PROPOSAL**

Responses must include information regarding the proposed amount of compensation for services, either as a lump sum, by hourly rate or by other criteria. In setting forth such information, separate the current fiscal year fee from the fee for the fiscal years encompassed by proposal. The figures provided should include all fees/costs.

Pricing schedules must cover a four (4) year period. All of the Respondent's costs to the State must be included in the pricing, as outlined above, and consistent with the requirements outlined throughout this RFP.

## **VII. CONTRACTUAL TERMS**

The Contractor must specifically agree to each contractual provision set forth below.

**1. Contractual Responsibility**

If chosen to provide the services under this RFP, Contractor will be contractually responsible for all services provided.

**2. Governing Law; Venue.**

The Agreement shall be governed in all respects by the laws of the State of Illinois. Venue shall be proper only in the Illinois Court of Claims in accordance with the Illinois Court of Claims Act (705 ILCS 505/1 *et seq.*). By execution of the Agreement, Contractor acknowledges and agrees to the exclusive jurisdiction of the Illinois Court of Claims over any and all lawsuits arising under or out of any term of the Agreement.

**3. Internal Controls**

The selected Contractor shall annually provide the Treasurer with a copy of the Annual Report or Form 10-K of its parent holding company and its most recent SSAE 16 report which will include the attestation of the company's independent registered accounting firm regarding the company's internal control over financial reporting.

**4. Disaster Recovery and Backup Facilities**

Contractor shall prepare and test a plan for recovery of financial transactions and related information in the event of a disaster or system failure.\

**5. Term of Agreement**

a. *Initial Term.* The Agreement shall have a four (4) year term, unless terminated in accordance with the terms of the Agreement.

b. *Term Extension.* The Treasurer reserves the right to extend the Agreement for additional periods, not to exceed a total term of ten (10) years, including the initial four (4) years.

**6. Termination**

a. *Termination without Cause.* The Treasurer may elect to terminate the Agreement any time upon five (5) days' notice. Upon termination, the Treasurer will pay for work satisfactorily completed prior to the date of termination as determined in a reasonable manner.

- b. *Termination for Cause.* Notwithstanding any foregoing language to the contrary, the Agreement may be terminated by the Treasurer under any of the following circumstances:
- i. Contractor fails to furnish a satisfactory performance within the time specified;
  - ii. Contractor fails to perform any of the provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms;
  - iii. Any services provided under the Agreement are rejected and are not promptly corrected by Contractor, or repeatedly rejected even though Contractor offers to correct services promptly;
  - iv. There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means obtained the Agreement;
  - v. Contractor is guilty of misrepresentation in connection with another contract for services to the State;
  - vi. Contractor is adjudged bankrupt or enters into a general assignment for the benefit of their creditors or receivership due to insolvency;
  - vii. Contractor disregards laws and ordinances, rules, or instructions of a contracting officer or acts in violation of any provision of the Agreement or this part, or the Agreement conflicts with any statutory or constitutional provision of the State of Illinois or of the United States; and
  - viii. Any other breach of contract or other unlawful act by Contractor occurs.

Prior to terminating the Agreement for cause, the Treasurer shall issue a written warning that outlines the remedial action necessary to bring the Contractor into conformance with the Agreement. If such remedial action is not completed to the satisfaction of the Treasurer within thirty (30) business days, a second written warning may be issued. If satisfactory action is not taken by Contractor within five (5) business days of the date of the second written warning, the Agreement may be cancelled and the Treasurer may recover any and all damages involved with the transition to a new vendor including incidental and consequential damages. Failure by the Treasurer to issue a warning or cancel this Agreement does not waive any of the Treasurer's rights to issue subsequent warnings.

In addition, the Treasurer reserves the right to reduce the fee paid to Contractor as compensation for services under the Agreement during any period Contractor fails to perform with reasonable care any of its obligations under the Agreement.

## **7. Review**

Treasurer's staff may conduct periodic performance reviews of the Contractor, during which its compliance with all aspects of the Agreement will be reviewed and assessed.

## **8. Liability and Indemnification**

Contractor shall indemnify and hold the Treasurer harmless from and against any and all losses, including but not limited to, losses due to the negligent acts or omissions or willful misconduct of Contractor, its employees, or agents. Contractor has a duty to select, with due diligence, all other entities that shall be necessary to implement the Agreement. Contractor shall establish and enforce reasonable procedures to assure the Treasurer of the performance by all other entities of the services necessary to implement this Agreement.

## **9. Confidentiality**

a. Contractor shall be prohibited from using or disclosing confidential information received in the course of fulfilling its obligations pursuant to the Agreement, except in the performance of its internal responsibilities and normal functions. Confidential information includes all information but the following:

- i. Information already known or independently developed by the recipient;
- ii. Information required to be released by law;
- iii. Information in the public domain through no wrongful act of the recipient; and
- iv. Information received from a third party who was free to disclose it.

This Section shall survive the termination of the Agreement.

### **b. Use of Confidential Information by Employees and Agents of Contractor**

The requirement of confidentiality under this Agreement also applies to the employees and agents of the Contractor. The Contractor shall use its best efforts to ensure that its employees and agents adhere to the confidentiality requirements set forth herein. Use by and disclosure to employees and agents of Confidential Information to the extent necessary to carry out the terms and purposes of this Agreement is acceptable.

### **c. Protection of Confidential Information**

The Contractor represents, warrants, and covenants that it has implemented and will maintain an information security program reasonably designed to protect Confidential Information, including customer information, which program includes administrative, technical, and physical safeguards to ensure

the security and confidentiality of all customer information, to protect against anticipated threats or hazards to the security or integrity of such customer information, and to protect against unauthorized access to or use of such customer information.

d. Privacy Policy

Contractor will comply with any applicable federal or state laws or regulations, as well as any privacy policy developed by the Treasurer. Contractor further agrees to establish, maintain, and comply with a privacy policy with respect to the Project that meets the requirements of applicable law.

e. Program Lists

The Contractor specifically agrees that it shall not, and shall cause its subcontractors and affiliates not to, sell, provide, or otherwise disclose information from, any program list to any third party, unless otherwise directed to or approved by the Treasurer or required by applicable law.

**10. Subcontractor**

The Contractor must state whether the services of a subcontractor will be used. The Agreement must include the names and addresses of all subcontractors and the expected amount of money each will receive under the Agreement. The Contractor will be required to obtain written approval from the Treasurer prior to adding or changing subcontractors. Subcontractors will be required to complete the attached State Certifications and Disclosure Forms, found at Appendices A, B, and C.

Contractor has a duty to select, with due diligence, all other entities that shall be necessary to implement the Agreement. Contractor shall establish and enforce reasonable procedures to assure the Treasurer of the performance by all other entities of the services necessary to implement this Agreement.

**11. Assignment**

Each term and provision of the Agreement is binding and enforceable against and inures to the benefit of any successors of the Treasurer and any successors of Contractor, but neither this Agreement nor any of the rights, interests, or obligations is assignable without the prior written consent of the other party. Any attempt by Contractor to transfer or assign any rights or obligations related to the provision of services under this Agreement, without the prior written consent of the Treasurer, shall render this Agreement voidable by the Treasurer. The Treasurer may unilaterally bind any successor of the provider to the terms and conditions of any Agreement between the parties.

**12. Services**

Contractor shall not modify any service or the manner of providing such service under this Agreement without the prior written authorization of the Treasurer.

Modification means any change to an existing service or the addition of a new service.

**13. Access to Information**

Upon request, the selected Contractor shall provide the Treasurer access to all files, records, participant email addresses, documents, and data pertaining to its services to the Treasurer in its possession and control regardless of how that information is stored. The information shall be provided in a form acceptable to the Treasurer.

**14. State Certifications/Disclosures**

The Agreement will incorporate Contractor's fully executed State Certifications and Disclosure Forms, a copy of which is attached hereto as Appendixes A, B, and C.

**15. Right to Audit Books and Records**

The Contractor and any subcontractor shall maintain, for a minimum of three (3) years after the termination of the Agreement, adequate books, records, and supporting documents related to the Agreement. These documents shall be available for review and audit by the Treasurer and the Illinois State Auditor General. The Contractor agrees to cooperate fully with any audit conducted by the Auditor General or the Treasurer 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 Treasurer for the recovery of any funds paid by the Treasurer under the underlying agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

**16. Work Product**

a. Ownership of Work Product.

Except as otherwise agreed to in writing, all work product including, but not limited to, documents, reports, data, information, and ideas specially produced, developed or designed by you under any agreement for the Treasurer, whether preliminary or final, will become and remain the property of the Treasurer, including any copyright or service marks you developed on behalf of the Treasurer. The Treasurer shall have the right to use all such work product without restriction or limitation and without further compensation to you.

b. Return of Work Product

Within thirty (30) days after expiration or termination of the Agreement, the Contractor shall deliver to Treasurer, or to a third party, if so instructed by the Treasurer, all Work Product in Contractor's possession in the performance of the Agreement. If requested by the Treasurer, the Contractor shall certify in writing that all such Work Product has been delivered to the Treasurer.

## Appendix A

### **ILLINOIS STATE TREASURER CERTIFICATIONS**

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\_\_\_\_\_ (“CONTRACTOR”) makes the following certifications:

#### **1.0 ANTI-BRIBERY.**

CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5). Section 50-5 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the contractor has made an admission of guilt of such conduct with is a matter of record. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

#### **2.0 BID-RIGGING/BID-ROTATING.**

CONTRACTOR certifies that it 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 Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4).

#### **3.0 DRUG FREE WORKPLACE.**

This certification is required by Section 3 of the Drug Free Workplace Act (30 ILCS 580/3). The Drug Free Workplace Act, effective January 1, 1992, requires that CONTRACTOR shall not be considered for the purposes of being awarded a contract for the procurement of any services from the State unless CONTRACTOR has certified to the State that CONTRACTOR will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract and debarment of contracting opportunities with the State for at least one (1) year but not more than five (5) years.

CONTRACTOR certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
  - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace.
  - ii. Specifying the actions that will be taken against employees for violation of such prohibition.
  - iii. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - a. abide by the terms of the statement; and
    - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
  - i. the dangers of drug abuse in the workplace;
  - ii. CONTRACTOR’s policy of maintaining a drug free workplace;

- iii. any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv. the penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by Section (a) to each employee engaging in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the Treasurer's Office within ten (10) days after receiving notice under part (b) of paragraph (iii) of Section (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, an employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- f. Assisting employees in selecting a course of action in the event of drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

#### **4.0 U.S. EXPORT ACT.**

CONTRACTOR certifies that neither CONTRACTOR nor any substantial-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 (50 U.S.C.A. App. § 2401 et seq.) or the regulations of the U.S. Department of Commerce promulgated under that Act.

#### **5.0 NON-DISCRIMINATION.**

CONTRACTOR certifies that it is in compliance with the State and Federal Constitutions, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules that prohibit unlawful discrimination in performance of this Agreement and all other activities, including employment and other contracts. As a condition of receiving the Agreement, CONTRACTOR represents or certifies that services, programs and activities provided under the Agreement are and will continue to be in compliance with State and Federal Constitutions, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and all applicable laws that prohibit unlawful discrimination.

#### **6.0 AMERICANS WITH DISABILITIES ACT.**

CONTRACTOR certifies that it is in compliance with the Americans with Disabilities Act ("ADA") (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the Treasurer, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving the Agreement, CONTRACTOR represents or certifies that services, programs and activities provided under the Agreement are and will continue to be in compliance with the ADA.

#### **7.0 ILLINOIS HUMAN RIGHTS ACT.**

CONTRACTOR certifies that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.

## **8.0 FELONY.**

CONTRACTOR certifies that it has not been barred from being awarded a contract under Section 50-10 of the Illinois Procurement Code (30 ILCS 500/50-10). Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

## **9.0 FORMER EMPLOYMENT.**

CONTRACTOR has informed the Treasurer's Office in writing if CONTRACTOR was formerly employed by the Treasurer's Office and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code (30 ILCS 105/15a).

## **10.0 INDUCEMENT.**

CONTRACTOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has CONTRACTOR accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

## **11.0 REVOLVING DOOR PROHIBITION.**

CONTRACTOR certifies that neither it nor its employees and agents are in violation of section 50-30 of the Illinois Procurement Code (30 ILCS 500/50-30). Section 50-30 prohibits for a period of (2) years after terminating an affected position certain State employees and their designees from engaging in any procurement activity relating to the State agency most recently employing them for a specified period of time.

## **12.0 REPORTING ANTICOMPETITIVE PRACTICES.**

CONTRACTOR shall report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, /50-45, /50-50).

## **13.0 DISCRIMINATORY CLUB.**

CONTRACTOR agrees not to pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payments of any dues or fees to a discriminating club as prohibited by Section 2 of the Discriminatory Club Act (775 ILCS 25/2).

## **14.0 TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS OF CONTRACTOR.**

CONTRACTOR shall be in compliance with applicable tax requirements and shall be current payment of such taxes. Under penalty of perjury, CONTRACTOR certifies that #\_\_\_\_\_ is its correct Taxpayer Identification Number and that it is doing business as a (please check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Government Entity  |
| <input type="checkbox"/> Sole Proprietor   | <input type="checkbox"/> Nonresident alien  |
| <input type="checkbox"/> Partnership/Legal Corporation   | <input type="checkbox"/> Estate or trust  |
| <input type="checkbox"/> Tax Exempt  | <input type="checkbox"/> Pharmacy (Non-Corp.)   |
| <input type="checkbox"/> Corporation providing or billing<br>medical and/or health care services     | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery<br>(Corp.)                            |
| <input type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select<br>applicable tax classification.) |
| <input type="checkbox"/> Other: _____  | <input type="checkbox"/> C = corporation<br><input type="checkbox"/> P = partnership          |

## **15.0 LICENSE; AUTHORIZED BIDDER OR OFFEROR**

CONTRACTOR, directly or through its employees, shall have and maintain any license required by this Agreement. CONTRACTOR further certifies that it is a legal entity authorized to do business in Illinois prior to the submission of the bid, offer, or proposal pursuant to section 20-43 of the Illinois Procurement Code (30 ILCS 500/20-43).

## **16.0 APPROPRIATION.**

This Agreement is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation for payments under the terms of the contract.

## **17.0 RECORDS RETENTION; RIGHT TO AUDIT.**

CONTRACTOR agrees to maintain books and records related to the performance of the contract and necessary to support amounts charged to the State under the contract for a minimum of three years from the last action on the contract or after termination of the Agreement, whichever is longer. Contractor further agrees to cooperate fully with any audit and to make the books and records available for review and audit by the Auditor General, chief procurement officers, internal auditor and the Treasurer; CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all relevant materials. The three-(3)-year period shall be extended for the duration of any audit in progress during the term. 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 this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

## **18.0 CONFLICTS OF INTEREST.**

CONTRACTOR has disclosed, and agrees that it is under a continuing obligation to disclose, to the Treasurer financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest that would prohibit CONTRACTOR from entering into or performing the Agreement. Conflicts of interest include, but are not limited to, conflicts under Section 1400.5020 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5020) and Sections 50-13, 50-20, and 50-35 of the Illinois Procurement Code (30 ILCS 500/50).

## **19.0 LATE PAYMENTS.**

Late payment charges, if any, shall not exceed the formula established in the Illinois Prompt Payment Act (30 ILCS 540/1) and the Illinois Administrative Code (74 Ill. Adm. Code 900).

## **20.0 LIABILITY.**

The State's liability for damages is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (705 ILCS 505/1) and to the availability of suitable appropriations.

## **21.0 DEBT DELINQUENCY.**

CONTRACTOR certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under section 50-11 of the Illinois Procurement Code (30 ILCS 500/50-11). Section 50-11 prohibits a contractor from entering into a contract with the Treasurer's Office if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR or any affiliate is determined to be delinquent in payment of any debt during the term of the Agreement.

## **22.0 EDUCATIONAL LOAN DEFAULT.**

CONTRACTOR certifies that it is not barred from being awarded a contract under the Educational Loan Default Act (5 ILCS 385). Section 3 of the Educational Loan Default Act prohibits an individual from entering into a contract with the Treasurer's Office if that individual is in default of an educational loan. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR is determined to be in default of an educational loan during the term of the Agreement.

## **23.0 FORCE MAJEURE.**

Failure by either party to perform its duties and obligations shall be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.

## **24.0 ANTITRUST ASSIGNMENT.**

CONTRACTOR hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the Agreement.

## **25.0 PROHIBITION OF GOODS FROM FORCED LABOR.**

CONTRACTOR certifies that it is not barred from being awarded a contract under the State Prohibition of Goods from Forced Labor Act (30 ILCS 583). Section 10 of the State Prohibition of Goods from Forced Labor Act prohibits a contractor from entering into a contract with the Treasurer's

Office if that contractor knew that the foreign-made equipment, materials, or supplies furnished to the State were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR is determined to have known that the foreign-made equipment, materials, or supplies furnished to the State during the term of the Agreement were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction.

## **26.0 PROHIBITION OF GOODS FROM CHILD LABOR.**

CONTRACTOR certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

## **27.0 SARBANES-OXLEY ACT AND ILLINOIS SECURITIES LAW**

CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under section 50-10.5 of the Illinois Procurement Code (30 ILCS 500). Section 50-10.5, amongst other things, prohibits a contractor from bidding or entering into a contract or subcontract with the Treasurer's Office if the contractor or any officer, director, partner, or other managerial agent of the contractor has been convicted in the last 5 years 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 or if the contractor is in violation of Subsection (e). CONTRACTOR further acknowledges that the Treasurer's Office may declare the agreement void if this certification is false or if CONTRACTOR is determined to have been convicted of a felony under the Illinois Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 during the term of the agreement.

## **28.0 DISPUTES.**

Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement. Any provision containing a citation to an Illinois statute (cited "ILCS") may not contain the complete statutory language. The official text, which is incorporated by reference, may be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version may be viewed at [www.ilga.gov](http://www.ilga.gov).

## **29.0 THIRD-PARTY PAYMENTS.**

CONTRACTOR certifies that no fee was paid to a third-party in expectation of being awarded a contract by the Treasurer.

## **30.0 MOST FAVORABLE TERMS.**

If more favorable terms are granted by the CONTRACTOR to any similar governmental agency in any state in a contemporaneous agreement let under the same or similar financial terms and

circumstances for comparable supplies or services, the more favorable terms will be applicable under the Agreement between the Treasurer's Office and the CONTRACTOR.

### **31.0 BOARD OF ELECTIONS REGISTRATION**

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

(or)

\_\_\_\_ The CONTRACTOR certifies that they have registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to the Illinois Procurement Code (30 ILCS 500/20-160). Further, the CONTRACTOR acknowledges that all contracts or subcontracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Illinois Procurement Code (30 ILCS 500/50-60).

### **32.0 COLLECTION AND REMITTANCE OF ILLINOIS USE TAX**

The CONTRACTOR certifies that it is not barred from being awarded a contract under section 50-12 of the Illinois Procurement Code (30 ILCS 500/50-12). Section 50-12 prohibits a contractor from entering into a contract or subcontract with a State agency if the CONTRACTOR or affiliate has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The CONTRACTOR further acknowledges that the contract or subcontract may be voided if this certification is false.

### **33.0 ENVIRONMENTAL PROTECTION ACT VIOLATIONS**

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under section 50-14 of the Illinois Procurement Code (30 ILCS 500/50-14). Section 50-14 prohibits a CONTRACTOR from entering into a contract or subcontract with a State agency if the CONTRACTOR has been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last (5) years. The CONTRACTOR further acknowledges that the contracting State agency may declare the related contract or subcontract void if this certification is false.

### **34.0 LEAD POISONING PREVENTION ACT VIOLATIONS**

The CONTRACTOR certifies that it is not barred from entering into a contract or subcontract under section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5). Section 50-14.5 prohibits a CONTRACTOR from entering into a contract or subcontract with the State of Illinois or a State agency if the CONTRACTOR, while the owner of a residential building, committed a willful or knowing violation of the Lead Poisoning Prevention Act. The CONTRACTOR further acknowledges that the Treasurer may declare the related contract or subcontract void if this certification is false.

## **35.0 BOND ISSUANCES**

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under section 50-21 of the Illinois Procurement Code (30 ILCS 500/50-21). Section 50-21 prohibits State agencies from entering into contracts or subcontracts with respect to the issuances of bonds or other securities by the State or a State agency with any entity that uses an “independent consultant” as defined in section 50-21.

## **36.0 POLITICAL CONTRIBUTIONS**

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under section 50-37 of the Illinois Procurement Code (30 ILCS 500/50-37). Section 50-37 prohibits business entities whose contracts with State agencies, in the aggregate, annually total more than \$50,000, or whose aggregate pending bids and proposals on State contracts total more than \$50,000, and any affiliated entities or affiliated persons of such business entity, from making any contributions to any political committee established to promote the candidacy of the office holder responsible for awarding the contract on which the business entity has submitted a bid or proposal during the period beginning on the date the invitation for bids or request for proposals are issued and ending on the day after the date the contract is awarded.

## **37.0 LOBBYING RESTRICTIONS**

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under section 50-38 of the Illinois Procurement Code (30 ILCS 500/50-38). Section 50-38 prohibits a CONTRACTOR from billing the State for any lobbying costs, fees, compensation, reimbursements, or other remuneration provided to any lobbyist who assisted the CONTRACTOR in obtaining the contract or subcontract.

## **38.0 DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN (30 ILCS 500/50-36)**

Each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

(1) more than 10% of the company’s revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company’s revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or

(2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran’s ability to develop petroleum resources of Iran.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

- There are no business operations that must be disclosed to comply with the above cited law.
- The following business operations are disclosed to comply with the above cited law:

---

CONTRACTOR

By: \_\_\_\_\_  
Signature

---

Name

---

Title

---

Date

## Appendix B

### DISCLOSURES FINANCIAL INTEREST AND POTENTIAL CONFLICTS OF INTEREST (Disclosure Form A)

The Treasurer's Procurement Regulations (44 Ill. Adm. Code 1400.5035) require that contractors/offerors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflicts of interest information as specified below.

Contractor/offeror shall disclose the financial interest and potential conflicts of interest information identified in Sections 1 and 2 below as a condition of receiving an award or contract. Submit this information along with your bid, proposal or offer.

This requirement applies to contracts with an annual value exceeding \$10,000.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in both Sections 1 and 2 below.

#### Sec. 1. Disclosure of Financial Interest in the Contractor/Offeror

- a. If any individuals have one of the following financial interests in the contractor/offeror (or its parent), please check all that apply and show their name and address:

Ownership exceeding 5%   
Ownership value exceeding \$106,447.20   
Distributive Income Share exceeding 5%   
Distributive Income Share exceeding \$106,447.20

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

- b. For each individual named above, show the type of ownership/distributable income share: sole proprietorship  stock  partnership  other  (explain)  
\_\_\_\_\_.

- c. For each individual named above, show the dollar value or proportionate share of the ownership interest in the contractor/offeror (or its parent) as follows:

If the proportionate share of the named individual(s) in the ownership of the contractor/offeror (or its parent) is 5% or less, and if the value of the ownership interest of the named individual(s) is \$106,447.20 or less, check here

If the proportionate share of ownership exceeds 5% or the value of the ownership interest exceeds \$106,447.20, show either.

The percent of ownership \_\_\_\_\_ %  
 or  
 The value of the ownership interest \$\_\_\_\_\_

Sec. 2. Disclosure of Potential Conflicts of Interest. For each of the individuals having the level of financial interest identified in Section 1 above, check "Yes" or "No" to indicate which, if any, of the following potential conflicts of interest relationships apply. If "Yes," please describe (use space under applicable section to explain your answers – attach additional pages as necessary).

- |    |  |           |          |
|----|--|-----------|----------|
| a. | State employment, currently or in the previous 3 years, including contractual employment of services   | Yes _____ | No _____ |
| b. | State employment for spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.  | Yes _____ | No _____ |
| c. | Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois, or the statutes of the State of Illinois currently or in the previous 3 years.  | Yes _____ | No _____ |
| d. | Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.   | Yes _____ | No _____ |
| e. | Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. | Yes _____ | No _____ |
| f. | Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.   | Yes _____ | No _____ |
| g. | Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.  | Yes _____ | No _____ |
| h. | Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.  | Yes _____ | No _____ |
| i. | Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of   | Yes _____ | No _____ |

State or any county clerk in the State of Illinois, or any political action committee with either the Secretary of State or the Federal Board of Elections.

j.	Relationship to anyone; spouse, father, mother, son, or daughter, who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	Yes	No
		_____	_____

This disclosure is submitted on behalf of

---

(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Appendix C

### DISCLOSURES

#### OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION (Disclosure Form B)

The Treasurer's Procurement Regulations (44 Ill. Adm. Code 1400.5035) require that contractors/offerors desiring to enter into certain contracts with the State of Illinois must disclose the information as specified below.

Contractor/offeror shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with an annual value exceeding \$10,000.

You must submit this information along with your bid, proposal or offer.

- a. Contractor/offeror shall identify whether it has current contracts (including leases) with other units of State of Illinois government by checking "Yes" \_\_\_\_\_ or "No" \_\_\_\_\_.

If "Yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).

- b. Contractor/offeror shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by checking "Yes" \_\_\_\_\_ or "No" \_\_\_\_\_.

If "Yes" is checked, identify each such relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

This disclosure is submitted on behalf of \_\_\_\_\_  
(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_