



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

**Request for Proposals**

**Professional Auctioning Services**

March 4, 2016

Proposals due by 2:00 p.m. CT on April 7, 2016

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

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**REQUEST FOR PROPOSALS**

**Professional Auctioning Services**

**TREASURER OF THE STATE OF ILLINOIS**

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## **I. INTRODUCTION**

The Treasurer is issuing this Request for Proposals (RFP) to provide professional auctioning services for the Unclaimed Property Division. These services are required to conduct a sale of unclaimed property formerly held in safe deposit boxes, as required by the Uniform Disposition of Unclaimed Property Act (765 ILCS 1025/1 et seq.).

The contractor to whom the contract is awarded ("Contractor") will conduct a sale of property on August 20, 2016 at the Illinois State Fairgrounds, Springfield, Illinois.

The Treasurer plans to contract with a Contractor to provide these services for a period beginning July 18, 2016 and continuing through August 30, 2016.

Pursuant to the Treasurer's procurement rules responses to this RFP are limited to those from small businesses.

Upon expiration of this term, the Treasurer, in his discretion, may elect to extend the relationship for a period of time with terms agreed upon by the parties, and consistent with Procurement regulations.

## **II. SCOPE OF SERVICE**

The Contractor will provide Auction Services related to an auction of Unclaimed Property.

1. The auction will be held on August 20, 2016 at the Illinois State Fairgrounds, Springfield, Illinois at 12:00 noon with a preview commencing at 8:00 a.m. It is anticipated that the auction will have approximately 36,000 individual pieces of unclaimed property for sale.
2. All lots shall be sold subject to a non-published reserve price, which shall equal seventy-five percent (75%) of the value, based on an appraisal of the items. If no bid meets the reserve price, the item shall not be sold and shall be returned to the Treasurer. If a lot is sold for less than the reserve price, Contractor is liable for any amount under the reserve price. Any coins or currency sold must be sold for, at a minimum, face value plus a percentage equal to the Contractor's percentage of sale fee.
3. The Treasurer will provide access to one laptop computer containing the Treasurer's Auction System which Contractor must utilize to record the appraised value for each item, assign each of the items numbers to a lot number and to record other information such as the sale price of each lot. The Treasurer will consider a written request for the provision of additional laptops for this task.

4. For the scheduled auction, the Contractor will cause to be published at his/her expense a notice of the auction on July 30, 2016 in an English language newspaper of general circulation in Sangamon County, Illinois. This notice must also be published in the same newspaper at least once on the weekend of August 6, 2006 and August 7, 2016 and at least once on the weekend of August 13, 2016 and August 14, 2016. The wording of the notices as well as any additional advertising must be approved by the Treasurer prior to publication.
5. Contractor shall staff and conduct the auctions, including, but not limited to, bid calling, clerking and cashiers. The Treasurer shall provide three (3) employees to assist Contractor with Check-in procedures. And, the Treasurer will supply two (2) employees to assist Contractor's payment staff, which will include at least three (3) employees of Contractor.
6. For the scheduled auction, the Contractor shall deliver all cash, checks and all other forms of payment received as well as a Statement of Reconciliation on or prior to August 26, 2016.
7. Contractor shall meet with the Treasurer's appraiser(s) at a mutually agreeable time (at least two weeks prior to the auction) and at the location where the items are held in order to gain familiarity with the items and assigned lots.
8. Each "item" with its assigned number may include more than one piece of property. Pieces of property contained in an item number may not be divided for purposes of sale.
9. The Treasurer will provide security for the auction site. The Treasurer shall also supply display cases, chairs, a public address system, a copy machine, and one podium for auction.
10. Contractor shall permit, at the Treasurer's discretion, a guest designated by the Treasurer to act as auctioneer for the sale of a limited number of lots to be specified by mutual agreement between the Contractor and Treasurer. Contractor will be compensated under the terms of the contract for the sale of these lots.

### **III. RFP SCHEDULE, PROCESS AND FORMAT**

#### **A. Mandatory Requirements**

1. The response to this RFP must be accompanied by a transmittal letter that designates the name, address and telephone number of the person or persons available for contact concerning the response and who are authorized to make representations on

behalf of the Contractor's organization. This statement must also relay the Contractor's willingness to perform these services and enter into a contract with the Treasurer.

2. The Contractor must have governmental or public entity auction experience. Please provide a list of prior governmental or public entity auctions.
3. The chosen Contractor will be required to meet with the Treasurer's Staff to review inventory, status of tracking, etc. at least once a week for the three weeks prior to the auction.
4. The Contractor must be licensed within the State of Illinois to perform auction services.
5. The Contractor must be a small business. For the purposes of this RFP “small business” means:

Not dominant in its field of operations. This means the business does not exercise a controlling or major influence in a kind of business activity in which a number of business concerns are primarily engaged. In determining dominance, consideration must be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

6. The Contractor must also provide a list of references.

**B. RFP Schedule**

Date	Event
Friday, March 4, 2016	RFP to be published on the Treasurer’s website (www.illinoistreasurer.gov)
Friday, March 18, 2016	All questions due from Contractors by 12:00 p.m.
Friday, March 25, 2016	Treasurer’s responses to all questions received from the Contractors will be posted on the website by 4:00pm
Thursday, April 7, 2016	Responses to RFP due at 2 p.m.
Week of April 11, 2016	Selection of finalist

Week of April 18, 2016	Contract negotiation begins
Monday, May 9, 2016	Contract negotiation finalized and contract executed

These dates are subject to change at the Treasurer's discretion.

**C. Communication**

**1. Agency Project Contact**

Mr. Jim Underwood  
 Chief Procurement Officer  
 Illinois State Treasurer's Office  
 400 West Monroe Street, Suite 401  
 Springfield, IL 62704  
 E-mail Address:junderwood@illinoistreasurer.gov

**2. Questions about 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 response. Contractors must prepare their questions in writing and send them by e-mail to the above contact person.

**3. E-mail Communications**

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

**4. Verbal Communications**

Any verbal communication from the Treasurer's employees 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.

**D. RFP Process**

**1. Amendments**

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

**2. Withdrawal/Modification**

Contractor may make a written request to modify or withdraw the proposal at any time prior to opening; however, no oral modifications will be allowed. Such requests shall be addressed in the same manner as the proposal and plainly marked MODIFICATION TO PROPOSAL, with the Project Title shown, and if received by the Treasurer prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal will be corrected after opening.

**3. Response to RFP is an Offer**

A submitted response to this RFP is a binding offer valid from the proposal opening date until 180 days thereafter.

**4. 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.

**5. Chief Procurement Officer May Cancel Request for Proposal**

If the Chief Procurement Officer 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 as needed; or
- c. Reject any or all responses received in response to the RFP.

**E. Evaluation of Responses to RFP**

An evaluation committee will review responses based on the criteria set out in Section IV below.

**F. Response Format**

All responses must be submitted within the prescribed format to facilitate objective review. Any response that materially deviates from this format will be rejected without further consideration of its contents. Responses that contain false or misleading statements or that provide references that do not support an attribute or condition claimed by the Contractor may also be rejected.

1. Proposal - Proposals must be submitted in a sealed envelope or package bearing the title "Office of the Illinois State Treasurer Request for Proposals Auctioneer Services" and the Contractor's name and address. The package must include one (1) original and four (4) copies of the Proposal. A separate envelope must contain one (1) original and four (4) copies of the Pricing Proposal.

2. Intent to Comply with Scope of Service Requirements - The proposal must set forth each Contractor requirement contained in the RFP followed by a response stating that Contractor will comply with that requirement.
3. State Certifications and Disclosures - Respondent and any subcontractor(s) must 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).
4. Pricing and Compensation - As indicated above, all references to pricing must be submitted under separate, but attached, cover. Compensation will be based on a percentage of the total amount generated at the auction. Bids based on a "buyer's premium" will not be considered. If Vendor does not intend to include a service or supply necessary to conduct the auction, these services and supplies must be clearly set forth in the pricing information. Any service or supply not specifically listed in the pricing information, will be considered a cost of the ordinary course of conducting an auction included in any proposed "percentage of sale" Contractor fee.

**G. Required Response Date and Time**

All responses must be received by mail or messenger no later than 2:00 p.m. April 7, 2016.

Responses should be mailed to:

The Honorable Michael W. Frerichs  
Treasurer of the State of Illinois  
Attn: Mr. Jim Underwood  
Chief Procurement Officer  
400 West Monroe Street, Suite 401  
Springfield, IL 62704

**IV. Evaluation Criteria**

All Responses will be reviewed for compliance with the RFP requirements and specifications. Responses deemed non-responsive will be eliminated from further consideration. The Chief Procurement Officer may contact the Contractor for clarification of the Response, 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 final Contractor. The Evaluation Committee will review responses based on the following criteria:

<b>Evaluation Factor</b>	<b>Weight</b>
Pricing	50
Ability to provide the required services determined by general and specific experience in providing those services, a record of past performance of similar work and qualifications	25
References	25
<b>TOTAL</b>	<b>100</b>

## **V. CONTRACTUAL TERMS**

You must specifically agree to each contractual provision set forth below:

### **A. Contractual Responsibility**

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

### **B. Illinois Law**

Any agreement made in connection with this RFP is governed in all respects by the laws of the State of Illinois.

### **C. Terms of Contract**

The term of this contract will be forty-five (45) days. The Treasurer may elect to extend the contract for additional periods, not to exceed a total term of one (1) year.

### **D. Termination**

#### 1. Termination Without Cause:

The Treasurer may elect to terminate the agreement at any time upon thirty (30) calendar days' notice. Upon termination, the Treasurer will pay for work satisfactorily completed prior to the date of termination as determined in a reasonable manner.

#### 2. Termination for Cause/Reduction of Fees:

Notwithstanding any foregoing language to the contrary, the Chief Procurement Officer may terminate the agreement with the approval of the Treasurer and subject to the determination of the Treasurer's General Counsel under any of the following circumstances:

- a. You fail to furnish satisfactory performance within the time specified.

- b. You fail to perform any of the provisions of this contract or so fail to make progress as to endanger the performance of this contract in accordance with its terms.
- c. There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means were used to obtain the contract.
- d. You are guilty of misrepresentation in connection with another contract for services to the State and cannot be reasonably depended upon to fulfill your obligations under any of your contracts with the State.
- e. You are adjudged bankrupt or enter into a general assignment for the benefit of your creditors or receivership due to insolvency.
- f. You disregard laws and ordinances, rules, or instructions of the Treasurer or his agents, act in violation of any provision of the Agreement, or act in conflict of any statutory or constitutional provision of the State of Illinois or the United States.
- g. You commit any other breach of the contract to be entered into or commit other unlawful acts.

## **APPENDIX**

- A. State Certifications Forms
- B. Financial Interest and Potential Conflicts of Interest Disclosure Form
- C. Other Contract and Procurement Related Information Disclosure Form

**ILLINOIS STATE TREASURER CERTIFICATIONS**

\_\_\_\_\_ (“**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 ANTI-BOYCOTT CERTIFICATION.**

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                                                      |
|                                                                                                      | <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:

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CONTRACTOR

By:

---

Signature

---

Name

---

Title

---

Date

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/offers 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/offers 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/offers (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/offeree (or its parent) as follows:

If the proportionate share of the named individual(s) in the ownership of the contractor/offeree (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 \_\_\_\_\_ Yes \_\_\_\_\_ No  
years, including contractual employment of services \_\_\_\_\_

- |    |                                                                                                                                                                                                                                                                                                                                                                                                                    |                  |                 |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|
| b. | State employment for spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.                                                                                                                                                                                                                                                                              | Yes<br><br>_____ | No<br><br>_____ |
| 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<br><br>_____ | No<br><br>_____ |
| d. | Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.                                                                                                                                                                                                                                                                                     | Yes<br><br>_____ | No<br><br>_____ |
| 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<br><br>_____ | No<br><br>_____ |
| f. | Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.                                                                                                                                                                                                                                                                                   | Yes<br><br>_____ | No<br><br>_____ |
| g. | Employment, currently or in the previous 3 years, as                                                                                                                                                                                                                                                                                                                                                               | Yes              | No              |

or by any registered lobbyist of the State \_\_\_\_\_  
government.

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 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. Yes \_\_\_\_\_ No \_\_\_\_\_

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

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(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

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

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

## DISCLOSURES

### OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

(Disclosure Form B)

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

Contractor/offers 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/offers 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/offers 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 \_\_\_\_\_