



OFFICE OF THE ILLINOIS STATE TREASURER
MICHAEL W. FRERICHS

on behalf of the
Illinois Secure Choice Savings Board

**Request for Proposals
Investment & Administrative
Consulting Services
370-200-17-007**

October 14, 2016

Proposals due by 2:00 p.m. CT on November 14, 2016

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

Office of the Illinois State Treasurer
Request for Proposals
Investment & Administrative Consultant
370-200-17-007

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Appendix A Resolution for the Establishment of Investment Principles for the Illinois Secure Choice Savings Program

Appendix B Illinois State Treasurer Certifications, Disclosures Financial Interest and Potential Conflicts of Interest (Disclosure Form A), and Disclosures Other Contract and Procurement Related Information (Disclosure Form B)

I. OVERVIEW

The Illinois Secure Choice Savings Board (“Board”) authorized the Office of the Illinois State Treasurer (“Treasurer”) to issue this Request for Proposals for Investment & Program Consulting Services (“RFP”) on behalf of the Board for the Illinois Secure Choice Savings Program (“Secure Choice”).

The successful Respondent (“Contractor”) shall assist the Board and Treasurer with investment fund decisions as well as program structure and administrative decisions. Respondents must submit their Proposals by 2:00 p.m. CT on November 14, 2016. The ideal Respondent is one with a strong investment track record; comprehensive risk management skills; experience in program design, development, and administration for defined contribution retirement programs; and expertise in client counseling, portfolio management, and management and evaluation of passive equity and fixed income index funds, asset allocation, glide paths, and defined contribution best practices. The Contractor shall enter into a contract with the Treasurer (“Agreement”), with the Board’s approval, for an initial term of three (3) years. Upon expiration of this term, the Treasurer, with the Board’s approval, 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 background on Secure Choice, the Board, and the Investment Principles for the RFP.

A. Secure Choice

On January 5, 2015, the Illinois Secure Choice Savings Program Act, 820 ILCS 80/1 *et seq.*, (“Act”) was signed into law, thereby establishing Secure Choice and its Board. Secure Choice is a retirement savings initiative that applies to all businesses that have been operating in Illinois for at least two (2) years, have at least 25 employees, and do not offer qualified retirement savings options. If qualified businesses do not provide a retirement savings program to their employees, they will automatically enroll their employees into a direct deduction retirement savings plan (*i.e.*, a Roth IRA). Employees eligible to participate in Secure Choice may opt-out of it entirely. Those who do not opt out will be enrolled into a default target date Roth IRA with a default 3% payroll deduction but can choose to change their fund option or contribution amount at any time. Accounts will be owned by individual participants and will be portable.

Individual accounts will be pooled and managed by a private investment management company, selected through a competitive bidding process. Total fees for Secure Choice will be capped at 75 basis points. Secure Choice will be self-sustaining and any start-up funds provided by the State must be repaid.

B. Board

The Act creates a seven-person Board, responsible for implementing and overseeing the management of Secure Choice, with the Illinois State Treasurer designated as the Chair. Specific responsibilities of the Board are delineated in Section 30 of the Secure Choice Act, 820 ILCS 80/30. The Treasurer serves as the administrative agency for the Board, vested with authority over the Administrative Fund for Secure Choice. As such, the Board authorized the Treasurer to issue this RFP on behalf of the Board.

C. Investment Principles

The Board formally passed the Resolution for the Establishment of Investment Principles for the Illinois Secure Choice Savings Program, attached hereto as Appendix A (“Principles”), which establishes the investment principles that will guide current and future decision-making for investment design, objectives, and operation of Secure Choice. The Contractor shall adhere to the Principles when providing services and guidance to the Board and the Treasurer.

In addition to the Board’s formally approved Principles, the Board’s Investment Subcommittee has agreed on additional details related to investment options and fund design. Specifically, the Board has chosen to utilize a suite of passively managed target dates funds as the default investment option for Secure Choice participants. In addition, the Board envisions offering only a limited number of underlying fund options.

III. SCOPE OF WORK

The Contractor shall perform the following services (collectively, the “Services”):

A. Investment Services

1. Assist the Board and Treasurer in creating an Investment Policy Statement that considers the Board’s Principles, market-based performance, and simple and straightforward fund options;
2. Review and analyze investment guidelines and Principles and provide the Board and Treasurer with recommended changes to the investment framework;
3. Conduct an annual asset allocation and glide path review of Secure Choice’s investment funds (*i.e.* lifecycle funds);
4. Evaluate the investment manager’s recommendations, based upon the Principles, Secure Choice’s investment framework, and independent analysis;
5. Monitor and evaluate Secure Choice’s investment funds by conducting a periodic analysis of each fund’s investment returns, historical performance, benchmarks, performance attribution, fees, and any other relevant factors. Create written investment fund evaluation reports, which will be provided to the Board and Treasurer on a

quarterly basis at a minimum;

6. Perform a cost analysis and industry comparison of Secure Choice's administration fees, investment management fees, and any program-related fees;
7. Provide constant monitoring, timely review, and analysis of key events that could potentially affect the investment options, such as significant market events, mergers and acquisitions, public offerings, changes in fund senior management, and applicable new and proposed federal and state laws and regulations; and
8. Attend quarterly due diligence and review meetings for Secure Choice's investment funds and prepare a written summary of such meetings for the Board and Treasurer.

B. Administrative Services

1. Provide the Board and Treasurer general strategic consulting services on program design and structure, using insight from the defined contribution industry, including Roth IRAs and other traditional retirement plans;
2. Assess the Board's current plan structures and program design elements, advise on any possible modifications or improvements, and address specific programmatic needs that should be considered, given the uniqueness of Secure Choice;
3. Make policy and administrative recommendations to the Board and Treasurer on industry standards and best practices for defined contribution retirement plans and/or state-administered plans;
4. Assist the Board and Treasurer with programmatic issues for Secure Choice, including, but not limited to, program launch, changes in program vendor(s), inclusion of new products or features, and/or redesigning program infrastructure;
5. Maintain awareness and provide ongoing analysis of other similar state-administered retirement savings programs and/or federal programs, such as myRA;
6. Provide the Board and Treasurer guidance on applicable federal regulations or laws, such as rules from the United States Department of Labor, Internal Revenue Service, and the Securities and Exchange Commission, as they relate to state-administered retirement savings plans and Individual Retirement Accounts ("IRAs");
7. Upon request by the Treasurer or the Board, provide updates on industry developments, including legislative and regulatory changes;
8. Provide the Board and Treasurer advice on marketing that is directed towards employers and participants throughout Illinois, with special consideration to under-represented groups, including but not limited to the following: lower-income workers, minority workers; and non-native English speakers;

9. Provide feedback on recommendations or marketing plans made by outside marketing firms or program vendor(s);
10. Provide ongoing analysis of the Secure Choice vendors, particularly in the areas of recordkeeping, custodial services, marketing, and general administrative services, using monthly, quarterly, and annual data;
11. Assist the Board and Treasurer in identifying and evaluating administrative and marketing benchmarks for Secure Choice;
12. Attend quarterly due diligence and review meetings regarding the management and operations of Secure Choice, and prepare a written summary of such meetings for the Board and Treasurer's staff.

C. General Services

1. Advise the Board and Treasurer on Secure Choice procurement, including without limitation, assisting in drafting the RFP for investment and administrative services, analyzing proposals, and any other related services;
2. Be available to discuss any investment or administrative issues with the Board, Treasurer, and/or Secure Choice's program managers on an as needed basis;
3. Attend meetings at the discretion of the Board and Treasurer, as needed, to present research, reports, and analyses and to respond to questions;
4. Attend Board meetings, as needed, but no less than two (2) times per year, to present research, reports, and analysis and to respond to any questions;
5. Provide or recommend educational sessions for Board members or the Treasurer, as requested;
6. Present to the Board and/or Treasurer on various Secure Choice-related informational topics, as requested; and,
7. Collaborate and communicate with other consultants, record keepers, and program managers retained by the Board or Treasurer, 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
October 14, 2016	RFP published on the Treasurer's website.
October 21, 2016	Notice of intent to participate in the Bidder's Conference due by 2:00 p.m. CT.
October 24, 2016	Optional Bidder's Conference at 11:30 a.m. CT.
October 27, 2016	All Respondent questions due by 2:00 p.m. CT.
November 4, 2016	Responses to all questions posted on the Treasurer's website by 4:00 p.m. CT.
November 14, 2016	Responses to RFP due at 2:00 p.m. CT.
Week of November 28,	If applicable, in-person interviews.
December 6, 2016	If applicable, best and final offer due by 12:00 p.m. CT.
Week of December 12th, 2016	Finalist presentation to the Illinois Secure Choice Savings Board
December 16, 2016	Notice of Award and begin negotiation of Agreement.

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

B. Contact information

The Treasurer's Chief Procurement Officer ("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 2:00 p.m. CT on October 27, 2016.

Jim Underwood
 Chief Procurement Officer
 Office of the Illinois State Treasurer 400
 W. Monroe St., Suite 401
 Springfield, IL 62704
 Phone: 217.782.1708
 Fax: 217.524.3822
junderwood@illinoistreasurer.gov

C. Optional Bidder's Conference

Each Respondent interested in attending the Bidder's Conference must e-mail notice of intent to attend the Bidder's Conference to Jim Underwood at junderwood@illinoistreasurer.gov prior to 2:00 p.m. CT on October 21, 2015. Attendance at the Bidder's Conference is optional. The Bidders Conference may be attended via teleconference. The Bidder's Conference shall be on October 24, 2016 at 11:30 a.m. CT at the following address:

James R. Thompson Center
100 West Randolph Street, Suite 15-600
Chicago, IL 60601

D. Proposal Submittal

All Proposals must be submitted by mail or messenger to the following address, no later than 2:00 p.m. CT on November 14, 2016:

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

E. RFP Process

1. 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. Respondents must prepare their questions in writing and send them by e-mail to the CPO.

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 Board, 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.

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 response to this RFP is each Respondent's responsibility and may not be charged to the Treasurer.

6. Withdrawal of Proposal

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 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 Board or 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. 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.

Narratives should provide a concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on clarity, brevity and completeness of response. The Respondent's Proposal shall contain the following:

1. Cover Letter - The Proposal must be accompanied by a transmittal letter that designates the name, physical address, e-mail address, and the telephone number of the person or persons available for contact concerning the response and who is authorized to make representations on behalf of the Respondent's organization.
2. Table of Contents - Include a listing of the main chapters and paragraph headings contained in the Proposal, including page numbers.
3. Introduction - Include any introductory remarks, not to exceed three (3) pages, deemed appropriate. Briefly discuss such topics as the Respondent's background, management, facilities, staffing, related experience and financial stability.
4. Scope of Work - Provide a narrative, not to exceed five (5) pages, describing Respondent's proposed general conceptual approach to the delivery of the Services and any other information Respondent believes is relevant.
5. Answers to Questions - Respondent must respond to all of the questions. Respondent's answers must include the headings (e.g. "Background and Experience") and be numbered in the order provided in Section V.B of this Proposal.
6. Service Team - Provide an organization chart, resumes, and brief biographies for the proposed service team, including analytical investment and research staff and support staff. Please identify the primary contact person and describe the role of each key person.
7. Unique Capabilities - Provide a summary, not to exceed five (5) pages of any unique expertise, products or services that distinguish the Respondent.
8. 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).

Proposals must be submitted in a sealed envelope or package bearing the title “Investment and Administrative Consultant Services Proposal 370-200-17-007 for the Office of the Illinois State Treasurer” 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 three (3) electronic copies of the Proposal and three (3) separate electronic copies of the Cost Proposal. Each electronic Proposal copy and each electronic Cost Proposal copy shall 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 year Respondent was established and give a brief history of Respondent.
2. Please provide the organization’s name, and the name, title, address, phone number, fax number, and email address of the individual who will be our primary contact.
3. Please provide the address and website of the Respondent’s headquarters and all branch offices.
4. Please describe the Respondent’s professional turnover for the last five years, citing reasons for each departure and contacts for departed principals or partners. Please provide a brief description of Respondent’s plans for growth, such as asset growth, personnel growth, succession planning, over the next 3-5 years.
5. Please comment on the financial strength of Respondent. Does Respondent have any debt? What is the minimum asset level required for Respondent to remain profitable?
6. What is Respondent’s current ownership structure? Please include employees at all levels.
7. Who are the Respondent’s principals and/or managing partners? How long has each principal and/or managing partner been at the firm? What provisions are in place to promote the retention of principals and/or managing partners?
8. What is the Respondent’s compensation structure? What are the vesting provisions? Are there vesting provisions for future principals and/or managing partner additions?
9. What is the decision-making process internally among the principals for (i) internal matters, (ii) new partners, and (iii) partnership operations and management decisions?
10. Please describe any significant changes in the organizational structure, ownership or management of Respondent over the past three (3) years.

11. Please provide three (3) client references, current or past, and state the organization's name, their website (if any), a point of contact, physical address, telephone number, e-mail address, and the scope of work you are providing or provided.
12. Please describe the Respondent's experience in consulting on defined contribution retirement programs, including, but not limited to, programs with automatic enrollment or default fund options, programs with caps on fees, state run programs that may be similar to Secure Choice, and other tax-advantaged investment plans.
13. Please describe Respondent's experience in assisting with the creation and implementation of new retirement programs, including drafting RFP's for third party vendors, helping clients through contract negotiations, establishing or restructuring plan program managers, and advising on program marketing and materials. Please include the types of advisory accounts, number of participants enrolled, and the current assets under management.
14. Please describe Respondent's familiarity and experience with recordkeeping programs/software.
15. Please describe Respondent's experience providing advice on retirement programs with similar investment principles, specifically simple, low-cost funds that mirror market performance.
16. Please describe the experience Respondent has in the selection, tracking and oversight of retirement investment strategies.
17. What is the Respondent's experience and expertise in creating a retirement program's investment policy statement, creating investment processes, and incorporating best practices?
18. What is the Respondent's experience and expertise in advising on the development of RFPs and/or the selection of investment managers for retirement programs?
19. Please describe Respondent's experience in coordinating with clients and the client's investment staff to gain insight and knowledge regarding their investment programs, statutory authority, and related portfolios.

Advisory and Administration Services

20. Please summarize the Respondent's understanding of Secure Choice and similar state-based efforts to create access to retirement savings opportunities for private sector employees.
21. Please identify the key differences between Secure Choice-type programs and traditional defined contribution retirement programs.
22. Please summarize the Respondent's knowledge of key legislative or regulatory issues that

may impact Secure Choice.

23. Please describe Respondent's familiarity with investment programs that primarily enroll moderate to low-income earners. Describe some of the pitfalls Respondent believes a program manager should consider when creating such a program.
24. What existing or potential relationships could impact Respondent's ability to provide the Services? Could any of those relationships create ethics violation or conflict of interest situations?
25. What are Respondent's procedures for ensuring there are no conflicts of interest on advice given for Secure Choice? How does Respondent safeguard against potential conflicts of interest between its clients?
26. Please provide a written sample of an investment advisory work product and a retirement program advisory work product.
27. Please identify any items listed in Section III of this RFP that you are unwilling or unable to perform and explain why.

Reporting Requirements

28. Please discuss Respondent's proposed reporting process on Secure Choice's program performance and investment performance, including the tracking, analysis, and reporting of investment funds, and market trends.
29. Please describe Respondent's process for analyzing investment guidelines and recommended changes to the investment framework.
30. Please describe how Respondent would provide timely consolidated quarterly and annual reports that reflect all of the information recorded by and required of the investment funds.
31. Please describe how Respondent would ensure standardization of reporting across investment funds.
32. Please discuss how Respondent would analyze Secure Choice's administration and investment management fees and compare them to industry benchmarks.
33. Please describe Respondent's ability to offer guidance regarding regulation in accordance with the US DOL, IRS, and the SEC as they relate to state-administered retirement savings plans and Individual Retirement Accounts ("IRAs").

Investment Services

34. Please describe the methodologies, measures, data sources, and software Respondent would utilize to calculate, analyze and evaluate fund performance.

35. Please describe how Respondent would oversee the investment funds, conduct periodic analysis of investment returns, historical performance, benchmarking, performance attribution, fee analysis and other relevant factors.
36. Please describe how Respondent would develop recommendations on the underlying passively managed funds and investment management.
37. Please describe how Respondent would conduct an annual asset allocation and glide path review of Secure Choice's investment funds (i.e. lifecycle funds);
38. Please comment on the use of white label funds and separately managed accounts and/or collective trusts in defined contribution plans.
39. Please describe how Respondent would provide constant monitoring and timely review and analysis of key events that could potentially affect the investment options, such as significant market events, mergers and acquisitions, public offerings, changes in fund senior management, and new and proposed federal and state legislation and regulation.
40. Please describe Respondent's experience in providing knowledge, advice and training on regarding portfolio allocations, reporting, fund management, and investment strategies.
41. Please describe the Respondent's prior experience and future capability to engage and evaluate investment funds that are female, minority, persons with disabilities, or veteran owned or managed.
42. Please identify Respondent's comfort level in providing presentations to public audiences.

Diversity

43. 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. For purposes of this RFP, "female, minority, persons with disabilities, or veteran owned or managed" shall mean being owned or managed by 51% or more of a combination of female, minority, persons with disabilities, or military veteran. Please cite with supporting data.
44. Please provide the number and percentage of Respondent's professional investment staff who are female, minority, persons with disabilities, or military veterans. Please cite with supporting data.
45. Is the Respondent or its affiliates female, minority, persons with disabilities, or veteran owned or managed? Please cite with supporting data.

46. Using the definition provided above, what is the percentage of Respondent's intended use of 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

47. 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.
48. Using the definition provided above, what is the percentage of Respondent's subcontractors for this Project, if any, that have an Illinois presence?

C. Cost Proposal

Proposals must include information regarding the proposed amount of compensation for the Services, either as an annual lump sum or by hourly rate with an estimated number of hours. The figures provided must include all fees/costs, such as travel.

Pricing schedules shall cover a three (3)-year period. All of the Respondent's costs to the State should be included in the pricing, as outlined above, and consistent with the requirements outlined throughout this RFP.

VI. EVALUATION PROCESS & CRITERIA

A. Mandatory Requirements

1. The Respondents must answer all of the questions listed in Section V.B of this RFP.
2. The Respondent must submit the name, physical address, e-mail address, and telephone number of an individual with authority to answer questions or clarify their responses.
3. The Respondent must have substantial experience advising, or assisting in the advisement of, assets, funds, and funds of funds, as evidenced by the following:
 - a. The Respondent must have assets under advisement of at least \$1 billion;
 - b. The senior professionals in charge of providing the Services must have at least five (5) years relevant experience in investment advisement; and
 - c. The Respondent must agree to submit reports and other supporting materials as requested, in a timely manner.

B. Scoring

The following table shows the maximum number of points that can be awarded for each evaluation factor that will be used in reviewing the Proposals:

Evaluation Factor	Maximum Number of Points Possible
Background & Experience	25
Advisory & Administrative Services	15
Reporting Abilities	15
Investment Duties	15
Cost Proposal	20
Diversity	5
Illinois Presence	5
Interview, if applicable	10
TOTAL	110

C. Evaluation Factors

1. Background and Experience

Respondents will be evaluated on the thoroughness and clarity of the response, their ability to provide specialized and technical expertise, the talent and experience of assigned personnel, and their competence in providing the Services. Scoring will take into consideration the breadth and depth of the prior projects and services performed by the Respondent that are similar to the Services. The evaluation also will include reference checks regarding the Respondent's work for previous clients receiving similar services to those proposed for Secure Choice.

2. Advisory and Administrative Services

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

3. Reporting Abilities

Based on the answers to the questions in Section V.B of this RFP, the Evaluation Team will assess the Respondent's ability to provide timely and accurate reports as required under the Act and detailed in the RFP as well as the quality of these reports.

4. Investment Duties

Respondent's investment strategy and experience will be evaluated and scored, as well as its abilities to manage investment strategies and asset allocation.

5. Cost Proposal

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

6. Diversity Score

Respondent's diversity score will be scored based on the answers Respondent provides to the diversity questions in Section V.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.

7. Illinois Presence Score

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

8. Interview

In the event the Treasurer does not conduct interviews, all Respondents will be awarded zero (0) points for this evaluation factor.

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 a Respondent for clarification of its Proposal, and the Evaluation Team may use other sources of publically available information to perform its evaluation. Finally, the Evaluation Team will make a recommendation regarding the final Respondent.

VII. CONTRACTUAL TERMS

By submitting a Proposal, the Respondent agrees to each of the contractual provisions set forth in this Section.

A. Contractual Responsibility

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

B. Governing Law; Venue.

The Agreement shall be governed by and construed according to the laws of the State of Illinois, without regard to conflicts of law principles. Any action by Contractor against the Treasurer can only be brought in the Illinois Court of Claims.

C. Internal Controls

If applicable, the 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.

D. 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. Contractor shall furnish a copy of the plan, test results, and the results of the annual audit of the disaster recovery plan to the Treasurer and the Board.

E. Term of Agreement

The term of the Agreement shall be three (3) years, unless terminated in accordance with the terms of this Agreement. The Treasurer may, with the consent of Contractor, elect to extend the Agreement for additional periods, not to exceed a total term of ten (10) years, including the initial two (3) years.

F. Termination

1. Termination without Cause. The Treasurer may elect to terminate this 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.
2. Termination for Cause. Notwithstanding any foregoing language to the contrary, this Agreement may be terminated by the Treasurer under any of the following circumstances:
 - a. Contractor fails to furnish a satisfactory performance within the time specified.
 - b. 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.

- c. 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.
- d. There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means obtained the Agreement.
- e. Contractor is guilty of misrepresentation in connection with another contract for services to the State.
- f. Contractor is adjudged bankrupt or enters into a general assignment for the benefit of their creditors or receivership due to insolvency.
- g. 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.
- h. 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.

G. Review

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

H. 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.

I. Confidentiality

This Section shall survive the termination of the Agreement.

1. Confidential Information

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:

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

2. 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.

3. 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.

4. 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.

5. 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.

J. Service Providers

The Contractor may not use subcontractor to perform the duties as outlined in the RFP unless the subcontractor is approved, in advance, by the Treasurer. If the response requires a subcontractor, the Contractor must disclose the duties performed by the subcontractor. Subcontractors will be required to submit separate State Certifications and Disclosure Forms, a copy of which is attached hereto as Appendix B.

K. 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.

L. 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.

M. 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 Secure Choice that are in its possession and control regardless of how that information is stored. The information shall be provided in a form acceptable to the Treasurer.

N. State Certifications/Disclosures

The Agreement will incorporate Contractor's fully executed State Certifications and Disclosure Forms.

O. Right to Audit Books and Records

The Contractor and any service provider 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 selected 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.

P. Work Product

1. 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.

2. 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



Resolution 16-01

RESOLUTION FOR THE ESTABLISHMENT OF INVESTMENT PRINCIPLES FOR THE ILLINOIS SECURE CHOICE SAVINGS PROGRAM

WHEREAS, the Illinois Secure Choice Savings Program was established pursuant to 820 ILCS 80/1 *et seq.* for the purpose of promoting greater retirement savings for private sector employees in a practical and low-cost manner; and

WHEREAS, the Illinois Secure Choice Savings Board, in addition to other duties and responsibilities delineated in 820 ILCS 80/1 *et seq.*, is responsible for ensuring that the investment framework for the Illinois Secure Choice Savings Program is designed, established, and operated in a manner that accords with best practices for defined contribution plans; and

WHEREAS, it will serve the best interests of the Illinois Secure Choice Savings Program participants, stakeholder groups, and the State of Illinois to establish a special set of overarching Investment Principles that represent and reinforce the unique fiduciary and investment goals of the Illinois Secure Choice Savings Board and serve as guiding doctrines for the design, establishment, and operation of the Illinois Secure Choice Savings Program;

THEREFORE, IT IS HEREBY RESOLVED, pursuant to the power vested in the Illinois Secure Choice Savings Board as delineated in 820 ILCS 80/1 *et seq.*, the following Investment Principles are hereby established and shall be heeded as it pertains to decision-making regarding the investment design, objectives, and operations of the Illinois Secure Choice Savings Program:

I. Low Cost

The Illinois Secure Choice Savings Program's investment options shall be constructed and administered in a manner that minimize fees to account holders. It is understood that these costs diminish the total return accorded to Illinois Secure Choice Savings Program participants. The lowest cost index-based portfolios shall be viewed as the default standard in evaluating investment management fees.

II. Market Performance

The Illinois Secure Choice Savings Program's investment options shall be constructed and administered in manner that consistently track market performance, as measured in comparison to applicable market benchmarks, thus eliminating potential for significant underperformance.

III. Simplicity

The Illinois Secure Choice Savings Program's investment options shall be constructed and administered in a manner that provides a range of clear, easily understood options (defined in terms of expected risk/ return) in order to maximize participation and savings. This includes providing participants with practical investment options, such as retirement target date portfolios that automatically rebalance based on their retirement time-horizon (*i.e.* a life-cycle fund), risk-based portfolios (*i.e.* aggressive, moderate, or conservative risk profiles) with varying target allocations, or a choice-based portfolio of stand-alone investment funds that track broad market segments. Furthermore, the Illinois Secure Choice Savings Program shall be designed and administered in a manner that strives to achieve full transparency by delineating accordant investment expenses, program management fees, and administrative expenses.

In addition, the Illinois Secure Choice Savings Program shall provide a clear and simple investment approach for participants who fail to elect an investment option.

IV. Highest Ethical Standards

The Illinois Secure Choice Savings Program's investment framework shall be constructed and administered in a manner that ensures that participants and the people of the State of Illinois have faith in the integrity of decisions made by the Illinois Secure Choice Savings Board, the Office of the Illinois State Treasurer, and any contractors retained to support the Illinois Secure Choice Savings Program. To promote the trust, respect, and confidence in said entities, it is crucial that the Illinois Secure Choice Savings Board, the Office of the Illinois State Treasurer, and any contractors retained to support the Illinois Secure Choice Savings Program embody high ethical standards, lawfully administer the affairs of the Illinois Secure Choice Savings Program, and avoid conflicts of interest or even the appearance of conflicts of interest.

IN TESTIMONY WHEREOF, Members of the Illinois Secure Choice Savings Board have hereunto agreed to the establishment of the aforementioned Investment Principles for the Illinois Secure Choice Savings Program this 15th day of April, in the year Two Thousand Sixteen.

Treasurer Michael W. Frerichs
Illinois Secure Choice Savings Board Chair

Appendix B

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 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):

Individual
 Sole Proprietor
 Partnership/Legal Corporation
 Tax Exempt
 Corporation providing or billing
 medical and/or health care services
 Corporation NOT providing or billing
 medical and/or health care services
 Other: _____

Government Entity
 Nonresident alien
 Estate or trust
 Pharmacy (Non-Corp.)
 Pharmacy/Funeral Home/Cemetery
 (Corp.)
 Limited Liability Company (select
 applicable tax classification.)
 C = corporation
 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.

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

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/Offers

- 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/offers (or its parent) as follows:

If the proportionate share of the named individual(s) in the ownership of the contractor/offers (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 _____

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

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

Contractor/offersor 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/offersor 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/offersor 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/offersor:

Name (printed) _____ Title _____

Signature _____ Date _____