Illinois State Treasurer
MICHAEL FRERICHS

Request for Proposals
Program Effectiveness and Impact Research Consultant

370-200-27-022

July 17, 2026

Proposals due before 1:00 p.m. CT on August 26, 2026

Mr. Christopher Flynn
Chief Procurement Officer
1 East Old State Capitol Plaza
Springfield, IL 62701

Office of the Illinois State Treasurer
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Table of Contents

I. OVERVIEW

The Office of the Illinois State Treasurer ("Treasurer") is issuing this Request for Proposals ("RFP") for a qualified program effectiveness and impact research consultant. The Treasurer seeks a Contractor to design and implement survey, market research, and message-testing initiatives to strengthen statewide understanding, adoption, and engagement with the Treasurer's programs and services and to help the Treasurer gauge audience satisfaction with its various programs and services. Entities that respond to this RFP ("Respondents") shall submit their responses ("Proposals") before 1:00 p.m. August 26, 2026.

The successful Respondent ("Contractor") shall assist the Treasurer in analyzing, identifying, and recommending target audiences, barriers, motivators, and communication strategies for all Treasurer-administered programs, including but not limited to the following: the Bright Start 529 and Bright Directions 529 College Savings Programs ("College Savings"); the Illinois 529A ABLE Program ("Illinois ABLE"); the Illinois Secure Choice Retirement Savings Program (renamed "My Illinois Savings," by which name it will be identified in this RFP); the Treasurer's "Invest in Illinois" programs designed to expand access to affordable financing and strengthen communities across the state ("Invest in Illinois"); and, the Illinois Unclaimed Property program ("I-Cash" or "Unclaimed Property") (collectively, the "Programs").

Contractor will conduct mixed-method research, produce actionable insights across multiple demographic segments, test messages and framing approaches, evaluate trusted messenger types, and develop validated communication recommendations that support statewide outreach and program adoption. The Treasurer is also interested in exploring multilingual market research in English and Spanish.

The Treasurer anticipates that Contractor will enter into an Agreement with the Treasurer for an initial term of four (4) years. Upon expiration of this initial term, the Treasurer may elect to extend the Agreement for a period of time agreed upon by the parties, not to exceed a total of ten (10) years, including the initial four (4) years.

II. BACKGROUND

As identified above, the Treasurer administers a wide range of Programs that serve Illinois residents, organizations, and businesses.

As the steward of these Programs, the Treasurer periodically seeks to solicit feedback from its Program participants to better understand participant satisfaction and prioritize improvements to the Programs.

Among the broader Illinois public, awareness and understanding of the Programs' purposes, benefits, and eligibility requirements vary significantly across communities, age groups, income levels, and other relevant sectors. Many constituents remain uncertain about how the Programs can support their financial goals or improve their own economic security.

At the same time, Illinois residents and organizations are experiencing financial pressures such as rising education costs, limited access to disability savings options, gaps in retirement preparedness, and challenges related to their overall individual financial security. These realities make it even more important for the Treasurer to understand public perceptions of its Programs, the barriers that limit participation, and the factors that build trust and encourage adoption.

The proposed research is intended to provide the Treasurer the following statewide, statistically valid insights:

1. How satisfied (or not satisfied) current Program participants are with the Treasurer's services and, based on participant feedback, how the Treasurer may improve the design and delivery of its Programs;

2. How residents, organizations, and employers understand the Programs, what motivates engagement, and which messages are most effective; and

3. How language preferences, trust factors, simplicity thresholds, and economic security trends correlate with how effectively existing outreach efforts align with constituent needs.

These findings will directly inform Program design, marketing strategies, outreach campaigns, and long-term Program planning across all divisions of the Treasurer.

III. SCOPE OF WORK

Contractor will design and execute a comprehensive statewide research initiative that surveys Program participants, measures broader public awareness, and assembles focus groups to enable the Treasurer to measure the public's understanding, satisfaction with, and challenges encountered with the Programs. In doing so, Contractor shall provide the services ("Services") below in accordance with all applicable State and federal laws, rules, and regulations.

A. Survey Program Participants

1. Work with select Programs to survey Program participants and analyze survey results to provide the Treasurer with an accurate understanding of participant satisfaction and participant priorities for Program improvement.

2. Analyze and present survey results to key Treasurer programs, staff, and external partners.

B. Survey and Research Illinois Residents and Organizations

1. Work collaboratively with Treasurer personnel and designated partners to develop a baseline understanding of Illinois residents, organizations, and businesses and their awareness and comprehension of Programs as well as corresponding services, incentives, and benefits. In doing so, provide the Treasurer the following information:

    a. The primary barriers that prevent Illinois residents, organizations, and businesses from adopting and using the Programs, and

    b. Findings for subpopulations such as age, gender, income, homeownership status, renter status, language preference, and other relevant demographic variables as feasible for individuals; or business type, sector, geographic location, as feasible for businesses.

2. Test messages to determine which messages are most effective in informing key demographic groups about the Programs.

3. Recommend framing strategies to convey messages about the benefits of using the Programs.

4. Analyze and present results to key Programs, staff, and external partners.

5. Provide, at a minimum, quarterly reports to the Treasurer outlining Services performed and insights gained; and provide additional reports as requested by the Treasurer.

C. Convene Focus Groups

1. Coordinate with the Treasurer to identify, recruit, and convene representative focus groups to support deeper qualitative review of Contractor's findings.

2. Facilitate the representative focus groups to develop independent recommendations aimed at improving economic security for Illinois children, families, individuals, organizations, and communities.

D. Help Develop Action Plans and Tools

1. Based on survey and focus group results, provide the Treasurer with planning recommendations and sample templates tailored for leadership and team-level use.

2. Provide implementation support and training, as needed, to assist the Treasurer in implementing post-learning action plans.

E. Provide for Long-Term Documentation

1. Ensure that all information, materials, and documentation are delivered in accessible, user-friendly formats suitable for permanent retention and future reuse by the Treasurer.

IV. 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.

1. <u>Cover Page</u> – The cover page shall provide the name, physical address, e-mail address, and telephone number of the person(s) available for contact regarding the Proposal. Such person(s) must be authorized to make representations on behalf of the Respondent.

2. <u>Table of Contents</u> – Include a listing of the main chapters and paragraph headings contained in the response, 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. Narrative –Respondent shall provide a brief five (5) page narrative, describing the general conceptual approach Respondent would take to provide the Services and any other information Respondent believes is relevant. Emphasis should be on clarity, brevity and completeness of the response.

5. Answers to Questions – Respondent must respond to all of the questions presented in Section IV.B of this RFP. Respondent's answers must include the headings (e.g. "Background") and be numbered in the order provided in Section IV.B of this RFP.

6. Service Team – Provide an organizational chart, biographies, and resumes for the proposed Service team, including support staff. Please identify the primary contact person and describe the role of each key person.

7. Subcontractors – Provide a list of the subcontractor(s) Respondent will use for the Services, if any, and the general type of work to be performed by each subcontractor.

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).

9. Cost Proposal – Respondent's price ("Cost Proposal") shall be provided in a separately sealed envelope.

10. Redacted Copy – If the Proposal contains any information that Respondent considers to be exempt from public disclosure under the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140) or other applicable laws and rules, Respondent should submit in a separately sealed envelope an additional copy of the Proposal with proposed confidential information redacted, as detailed in Section V.E.10 of this RFP ("Redacted Copy").

Proposals may be submitted in hard copy or electronically. Proposals submitted in hard copy form must be submitted in a sealed envelope or package bearing the title "Program Effectiveness and Impact Research Consultant RFP 370-200-27-022" and the Respondent's name and address. The package must include one original copy of the Proposal. A separate envelope must contain one original and copy of the Cost Proposal. If confidentiality of any information is asserted, one redacted copy should be provided in an additional separate envelope.

Alternatively, Respondents may submit an electronic copy of their Proposal, with a separate Cost Proposal and, if confidentiality of any information is asserted, an electronic Redacted Copy, to MarketingRFP@illinoistreasurer.gov.

B. Questions to be Addressed in the Proposal

Respondents shall provide answers to the following questions:

Background and Experience

1. Briefly describe Respondent's background, size and history with respect to the requested Services described in this RFP. How many years of experience does Respondent have performing services identical or similar in nature to the Services? Provide a narrative that supports why Respondent is uniquely qualified to undertake the proposed engagement.

2. Describe any significant changes in Respondent's organizational structure, ownership or management over the past three years.

3. Describe Respondent's experience with the following services:

   a Surveying program participants,

   b Surveying statewide or national audiences,

   c producing actionable insights across multiple demographic segments,

   d testing messages and framing approaches,

   e evaluating trusted messenger types,

   f assembling and managing focus groups, and

   g developing validated communication recommendations.

4. Please confirm that the Respondent will comply with the Personal Information Protection Act (815 ILCS 530) and FOIA (5 ILCS 140), as those acts apply to the proposed Services.

5. Has Respondent been a party to a lawsuit from January 1, 2020, to present? If so, please provide a detailed explanation.

6. Has Respondent been a party to any data breach or loss of personal, financial or other data considered private or confidential since January 1, 2020? If so, provide details and what steps were taken to address the issue in the short- and longer-term to prevent such a breach/loss from happening again.

7. Provide a statement certifying that none of the services would be performed outside of the United States. If work must be performed outside of the United States, provide a detailed explanation of why this is required and the locations.

8. Provide contact information for two client references. References must be entities for which Respondent has provided services similar to the services requested in this RFP. For each reference, please provide client name, individual reference name, title, email address and office phone.

Services

9. Complete Appendix A to this RFP. If Respondent attests "no" to any Service included in Appendix A, provide an alternative to that item that will meet all of the requirements of Section III.

10. How does Respondent propose to survey program participants, analyze survey results, and provide the Treasurer with an accurate understanding of participant satisfaction and priorities for improvement with the following Treasurer programs?

    a. College Savings
    b. Illinois ABLE
    c. My Illinois Savings

11. Please describe Respondent's approach and capability to analyze and present survey results to key Programs, staff, and external partners. Please provide examples of presentations and analyses presented to other clients, if possible.

12. How does Respondent propose to help the Treasurer develop a baseline understanding of Illinois residents' awareness and comprehension of I-Cash? How does Respondent propose to generate findings for subpopulations such as age, gender, income, homeownership status, renter status, language preference, and other demographic characteristics?

13. How does Respondent propose to help the Treasurer develop a baseline understanding of Illinois' organizations, businesses, and residents' awareness and comprehension of Invest in Illinois?

14. How does Respondent propose to test messages to determine which messages are most effective in informing key demographic groups about the Programs?

15. How does Respondent propose to identify, recruit, and convene representative focus groups to support deeper qualitative review of findings generated from surveys and analyses of account holders and/or the general Illinois public?

16. Can Respondent facilitate a representative focus group to develop independent recommendations for Program improvement and refinement?

17. Describe Respondent's approach to providing the Treasurer with planning recommendations and sample templates tailored for leadership and team-level use.

18. Please describe Respondent's experience with providing implementation support and training.

19. Please describe Respondent's experience with providing information, materials, and documentation to clients in accessible, user-friendly formats suitable for permanent retention and future reuse.

<u>Diversity</u>

20. If publicly owned, please provide the number and percentage of members of Respondent's governance board who are female, minority, military veterans, or persons with disabilities. Please cite with supporting data.

21. If privately owned, is Respondent or its affiliates female, minority, persons with disabilities, or veteran-owned or managed? 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 provide the number and percentage of

Respondent's owners who are female, minority, military veterans, or persons with disabilities. Please cite with supporting data.

22. Please provide the number and percentage of Respondent's senior executive leaders (i.e. partner, president, COO, managing director, or other senior executives) who are female, minority, military veterans, or persons with disabilities. Please cite with supporting data.

23. Please provide the number and percentage of Respondent's staff (i.e. all full-time and part-time employees) who are female, minority, military veterans, or persons with disabilities. Please cite with supporting data.

24. 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.

<u>Corporate Responsibility – Environmental, Social and Governance Practices</u>

25. Please note any policies, practices, and/or business strategies Respondent has in place to address long-term environmental risks and opportunities that may impact long-term sustainability.

26. Please highlight any policies, practices, or resources that Respondent has in place to retain and enhance its human capital.

27. Please explain how Respondent fosters a corporate governance structure that mitigates business risks and enhances business operations.

28. Please highlight any activities, projects, or services Respondent administers to alleviate societal issues and enhance its commitment to corporate social responsibility. Please cite with supporting data.

<u>Illinois Presence</u>

29. Is Respondent incorporated in Illinois? Please provide the physical address and website of Respondent's headquarters and all Illinois branch offices.

30. Please note how many full-time employees are located at Respondent's headquarters and all Illinois branch offices.

31. Please describe what presence Respondent has in the State of Illinois. Such "presence" can be demonstrated by noting (a) the number and (b) the percentage of Respondent's full-time employees who spend more than half their time in Illinois and have physical offices or a principal place of business located in Illinois.

32. Using the definition provided above, what percentage of Respondent's subcontractors for this project, if any, have an Illinois presence?

33. Please note whether Respondent has any plans to locate staff or hire additional staff in the State of Illinois. Please provide supporting data.

C. Cost Proposal

Responses must include information regarding the proposed amount of compensation for services, either as a lump sum, by hourly rate or by other criteria. The figures provided should include all fees/costs. Pricing schedules are to cover a four (4) year period. All of Respondent's costs to the Treasurer must be included in the pricing as outlined above, and consistent with the requirements outlined throughout this RFP.

V. RFP SCHEDULE AND PROCESS

This Section provides the schedule and process for this RFP.

A. RFP Schedule

The following is the schedule for this RFP:

Date	Event
July 17, 2026	RFP published on the Treasurer's website.
July 28, 2026	Notice of intent to participate in the Bidder's Teleconference due by 10:00 a.m. CT
July 29, 2026	Optional Bidder's teleconference at 10:00 a.m. CT
July 31, 2026	All Respondent questions due by 10:00 a.m. CT.
August 6, 2026	Responses to all questions posted on the Treasurer's website.
August 26, 2026	Proposals due before 1:00 p.m. CT.
Week of September 14, 2026	Interviews, if any, with final candidates.
Week of September 21, 2026	If applicable, best and final offer due.
Week of September 28, 2026	Notification 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, Christopher Flynn at CFlynn@illinoistreasurer.gov by 10:00 a.m. CT on July 31, 2026.

C. Optional Bidder's Teleconference

Each Respondent must e-mail notice of intent to attend the Bidder's Teleconference to CPO, Christopher Flynn at CFlynn@illinoistreasurer.gov by 10:00 a.m. CT on June 28, 2026. Attendance at the Bidder's Teleconference is optional. Bidder's Teleconference shall be held on June 29, 2026, at 10:00 a.m. CT.

D. Proposal Submittal

All Proposals may be submitted either in hard copy or electronically.

1. Packet Submission in hard copy form
   Proposals submitted in hard copy form must be submitted in a sealed envelope or package with "Program Effectiveness and Impact Research Services Consultant 370-200-27-022" shown on the front of the envelope or package, along with the Respondent's name and address. Specifics regarding the Proposal Format (i.e, number of copies) are found in Section IV.A entitled "Proposal Format" of this RFP.

   If confidentiality of any information us asserted, please include a redacted copy in accordance with Section V.E.10 of this RFP.

   Proposals submitted in hard copy form must be received at the address below before 1:00 p.m. CT on August 26, 2026.

   Packet must be mailed to:

   Mr. Christopher Flynn
   Chief Procurement Officer
   1 East Old State Capitol Plaza
   Springfield, IL 62701

2. Packet Submission via electronic form
   When submitting a Proposal electronically, please email the following to MarketingRFP@illinoistreasurer.gov:

   a. Name of Contact Person
   b. Business name and business address
   c. E-mail address and phone number
   d. A complete list of submitted files

3. Use of electronic version of this RFP
   This RFP is electronically available. If Respondent electronically accesses the RFP, s/he acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. Should a conflict arise between a version of the RFP in Respondent's possession and the Treasurer's version, the Treasurer's version shall prevail.

4. Opening of Proposals
   Proposals will be opened publicly at 2:00 p.m. CT on August 26, 2026 at the following location:

Office of the Illinois State Treasurer
1 East Old State Capitol Plaza, 2nd Floor
Springfield, IL 62701

E. RFP Process

1. RFP Contact

The Treasurer's CPO is the sole point of contact concerning this RFP. Respondents should submit questions about the intent or content of this RFP and request clarification of any and all procedures used for this procurement prior to the submission of a response.

2. Internet/E-mail Communications

The Treasurer may 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. Oral Communications

Any oral 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.

4. Amendments

If it is necessary to amend this RFP, the Treasurer will post any amendments on its website at www.illinoistreasurer.gov.

5. Respondent's Costs

The cost of developing a Proposal is each Respondent's responsibility and shall 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. Respondent must submit a written withdrawal request, addressed to the CPO and signed by Respondent's duly authorized representative.

7. Modification of Proposal

A Respondent may submit an amended Proposal before the deadline for receipt of Proposals. 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 a firm offer

A Proposal submitted in response to this RFP is a firm and 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. Proposal is State Property

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

10. Proposal is Part of a Public Procurement File

All Proposals received by the Treasurer will be open to the public, though a Respondent may request that the Treasurer treat certain information as confidential in accordance with 44 Ill. Admin. Code §1400.2505. If Respondent requests confidential treatment of any information it considers to be exempt from public disclosure under FOIA or other applicable laws and rules, Respondent should submit a Redacted Copy, which copy shall be clearly identified as the "Redacted Copy." In a separate attachment to the Redacted Copy, Respondent shall supply a listing of the provisions of the Proposal, identified by section number, for which it seeks confidential treatment, identify the basis of each claimed exemption and show how that basis applies to the request for exemption in accordance with 44 Ill. Admin. Code §1400.2505(l). The Redacted Copy must retain as much of the Proposal as possible.

A request for confidential treatment will not supersede the Treasurer's legal obligations under FOIA. The Treasurer will not honor requests to keep entire Proposals confidential and will in any event disclose the successful Respondent's name, the substance of the Response, and the price. In responding to a request under FOIA, the Treasurer reserves the right to rely on Respondent's decision whether to submit a Redacted Copy with its Proposal, and the Treasurer is under no obligation to notify vendor prior to providing a complete and unredacted Proposal, with any attachments, if Respondent does not elect to provide a Redacted Copy with its Proposal as described in this Section.

11. CPO May Cancel RFP
If the CPO determines that it is in the Treasurer's best interest, he reserves the right to do any of the following: a) cancel this RFP; b) modify this RFP in writing as needed; or c) reject any or all Proposals received in response to this RFP.

12. Additional Information
The Treasurer reserves the right to request additional information and to meet with representatives of Respondents to discuss their Proposals.

VI. EVALUATION PROCESS AND CRITERIA

This Section explains how the Treasurer will evaluate the Proposals.

A. Mandatory Requirements

Failure to meet any of the following requirements shall lead to Respondent's automatic disqualification:

1. Submit Proposal and accompanying Cost Proposal before 1:00 p.m. CT on August 26, 2026;

2. In Respondent's Proposal, provide all of the sections and the information required for each section as set forth in Section IV.A of this RFP;

3. Provide the Cost Proposal in a separately sealed envelope and on a separate electronic storage device or in a separate email communication as set out in Section IV.A;

4. Be authorized to transact business in Illinois for all of the Services and have a presence in Illinois;

5. Be established with all required licenses, bonding, facilities, equipment and trained personnel necessary to perform the work as specified in this RFP at the time of this RFP, or prior to that time, if required by law. The Treasurer reserves the right to require proof of said requirements within ten (10) calendar days from the date of receipt of the Respondent's Proposal; and

6. Have a minimum of five (5) years of experience performing services that are considered identical or similar in nature to the Services.

B. Scoring

Evaluation Factor	Maximum Number of Points Possible
Background and Experience	30
Services	30
Diversity	3
Corporate Responsibility	2
Illinois Presence	5
Cost Proposal	20
Interview, if applicable	10
TOTAL	100

C. Determining Scores

1. <u>Background and Experience</u>
   Scoring will be based on Respondent's demonstrated experience. The breadth and depth of similar engagements will be considered. The evaluation may also include reference checks regarding the Respondent's work for other clients who received or are receiving services similar to those required by this RFP.

2. <u>Services</u>
   Respondent's ability to perform the Services will be evaluated based on the answers Respondent provides to the Services Section in Section IV.B of this RFP.

3. <u>Diversity</u>
   Respondent's diversity score will be scored based on the answers the Respondent provides to the Diversity questions in Section IV.B of this RFP. Evaluators will award a higher diversity score to Respondents (including subcontractors) 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 will also result in higher scores.

4. <u>Corporate Responsibility</u>
   Respondent's corporate responsibility shall be scored based on the answers Respondent provides to the Corporate Responsibility questions in Section IV.B of this RFP.

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

6. Cost Proposal
   Evaluators will evaluate the cost-effectiveness of Respondent's Cost Proposal in order to determine the Cost Proposal score.

7. 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. Proposals deemed non-responsive will be eliminated from further consideration. The Chief Procurement Officer may contact the Respondent for clarification of the Proposal, and the Evaluation Team may use other sources of publicly available information to perform its evaluation. Finally, evaluators will make a recommendation regarding the final Respondent.

VII. CONTRACTUAL TERMS

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

A. Contractual Responsibility

Contractor will be contractually responsible for all services provided. By responding to the RFP, Contractor expressly agrees to the contractual requirements herein. Contractor shall at all times provide services in a commercially reasonable manner.

B. Governing Law

The Agreement shall be governed in all respects by 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. Term of Agreement

The initial term of the Agreement will be four (4) years, unless terminated prior to such time in accordance with the terms of the Agreement. The Treasurer may elect to extend the Agreement for additional periods, not to exceed a total term of ten (10) years (including the initial four (4) years).

D. Termination

1. Termination without Cause:

The Treasurer may elect to terminate the Agreement, or any portion of the Services, 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 by the Treasurer in a reasonable manner. Should a portion of the

Services be terminated, the parties shall amend the Agreement accordingly to reflect the reduction in Services and compensation.

2. Termination for Cause:

Notwithstanding any language to the contrary, the Agreement may be terminated by the Treasurer under any of the following circumstances:

a. Contractor fails to furnish satisfactory performance within the time specified;

b. Contractor fails to perform any of the provisions of the Agreement or so fails to make progress so as to endanger the performance of the Agreement in accordance with its terms;

c. Any goods or services provided under the Agreement are rejected and are not promptly replaced or corrected by Contractor or repeatedly rejected even though Contractor offers to correct the goods or services promptly;

d. There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means were used to obtain 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 its creditors or receivership due to insolvency;

g. Change in federal or State law or rules, or Contractor's, or the Treasurer's policies that would frustrate the purpose of the Agreement;

h. Contractor disregards or violates any applicable laws, rules, or the Treasurer's instructions, acts in violation of any provision of the Agreement, or the Agreement conflicts with any statutory or constitutional provision of the State of Illinois or the United States;

i. Contractor provides notice pursuant to Section VII.X or fails to provide such notice;

j. Contractor receives a deficient performance review from the Treasurer; or

k. Any other breach of contract or unlawful act by Contractor occurs.

Prior to terminating the Agreement for cause, the Treasurer may issue a written warning that outlines the remedial action necessary to bring 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 terminated immediately and the Treasurer may recover any and all damages including but not limited to 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. If the Treasurer determines, in its sole discretion, that the circumstances are such that Contractor cannot cure by remedial action, the Treasurer may provide notice of cancellation, which shall be effective upon five (5) business days from the date of the notice

In addition, the Treasurer reserves the right to reduce the amount 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. Treasurer has the right to terminate under any other section of this Agreement.

E. Work Product

1. Ownership of Work Product:
The Treasurer will own and have all right, title, and interest in and to, and beneficial ownership of, the Program accounts, Program Assets, Program Records, and Work Product and shall retain all intellectual property rights therein. Except as otherwise agreed to in writing, all work product, including, but not limited to, documents, reports, data, information, designs, code, and ideas specially produced, developed, or designed by Contractor pursuant to the Agreement, whether preliminary or final, will become and remain the property of the Treasurer, including any copyright or service marks Contractor developed on behalf of the Treasurer, whether preliminary or final, (collectively, "Work Product") will become and remain the property of the Treasurer. The Treasurer shall have the right to use all such Work Product without restriction or limitation and without further compensation to Contractor. Contractor shall take all commercially reasonable steps to assist the Treasurer in protecting the name, slogan, and logo for, and any other trademarks or service marks associated with, the Program from infringement by third parties.

2. Return of Work Product:
Within thirty (30) days after expiration or termination of the Agreement, 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, Contractor shall certify in writing that all such Work Product has been delivered to the Treasurer.

F. State Furnished Property
Contractor shall be responsible for the security, protection, and return of all property furnished by the State of Illinois, if any, including but not limited to, items, research materials, photographs, and drawings.

G. Internal Controls
If applicable and upon request, provide the Treasurer, at no cost. with a copy of the most recent Annual Report or Form 10-K of itself or its holding company, its most recent audited internal control documents, including but not limited to SOC, SSAE 16, and SSAE 18 reports, all of which shall include the attestation of the company's independent registered accounting firm regarding the company's internal control over financial reporting.

H. Contingency Programs
Contractor shall at all times have business continuity/disaster recovery/contingency programs reasonably designed to ensure that Program operations will continue in the event of business disruptions due to natural disasters, technical disasters, and internal and external malicious activity (including cyber and other attacks that affect systems and/or business networks) ("Contingency Programs"). Upon request, Contractor and its

subcontractor(s), if applicable shall provide the Treasurer a copy of their Contingency Programs, and results of the annual audit thereof.

I. Liability

The Treasurer assumes no liability for the acts or omissions of Contractor. This liability rests solely with Contractor. Contractor shall be liable to the Treasurer for actual and compensatory damages that are available to the Treasurer in law or remedies in equity.

J. Indemnification

Contractor shall indemnify and hold the Treasurer harmless from and against any and all losses, including but not limited to, any liabilities; demands; claims; lawsuits; damages; causes of action; settlements; judgments, including costs, attorneys' and witnesses' fees and expenses incident thereto; or fines, any of which arise out of or relate to violation of applicable law, breach of the Agreement, the negligent acts or omissions, or willful misconduct by 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.

K. Subcontractors

Contractor may not use subcontractors to perform the Services, unless the subcontractor is approved in advance by the Treasurer. Contractor must disclose the duties to be performed by the subcontractor. The Contractor shall obtain written approval from the Treasurer prior to adding or changing subcontractors. All approved subcontractors must fill out State Certifications and Disclosures and any other documentation required by the Treasurer or State law.

L. Record Retention and Audit

This Section shall survive termination of the Agreement.

Contractor and subcontractors, if any, shall maintain adequate books, records, and supporting documents related to the Agreement, including but not limited to those necessary to support amounts charged to the State under the Agreement, for a minimum of seven (7) years from the last action on the Agreement or after termination of the Agreement, whichever is longer. Contractor and subcontractors agree to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all materials requested. If any litigation or claim involving the Agreement has been filed or any audit commenced before the expiration of the seven (7) year period, Contractor shall maintain the records required by this Section 1) in the case of any litigation or claim, until completion of the action and resolution of all issues that arise from it or until the end of the seven (7) year period, whichever is later and 2) in the case of any audit, until completion of the audit or until the end of the seven (7) year period, whichever is later. 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 Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

M. Confidentiality

This Section shall survive the termination of the Agreement.

1. Confidential Information:
Contractor shall be prohibited from using or disclosing information received in the course of fulfilling its obligations pursuant to the Agreement ("Confidential Information"), except in the performance of its internal responsibilities and normal functions and as directed by the Treasurer. Confidential Information includes all information but the following:

i. Information already known or independently developed by the recipient;

ii. Information required to be released by law;

iii. Information in the public domain through no wrongful act of the recipient; and

iv. Information received from a third party who was under no duty of confidentiality and 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, subcontractors, and other agents of Contractor. 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:
Contractor represents, warrants, and covenants that it has implemented and will maintain an information security program reasonably designed to protect the 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 the Confidential 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:
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.

N. Successor and 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 the Agreement nor any of the rights or obligations under the Agreement may be transferred or assigned without the prior written consent of the Treasurer. Any attempt by Contractor to transfer or assign any rights or obligations related to the Agreement without the prior written consent of the Treasurer shall render the Agreement voidable by the

Treasurer. The Treasurer may unilaterally bind any successor of Contractor to the terms and conditions of the Agreement.

O. Certifications

Contractor certifies the following:

1. Full Legal Right, Power, and Authority.
   That Contractor has the full legal right, power, and authority to execute and deliver the Agreement and to perform its obligations pursuant to the Agreement with no other corporate action on the part of Contractor or its stockholders being necessary, and that the Agreement has been duly and validly executed and delivered by Contractor, thereby constituting a legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms;

2. Execution and Delivery.
   That the execution and delivery by the Contractor of the Agreement, the performance by Contractor of its duties and obligations thereunder, and the consummation of the transactions contemplated do not result in any of the following:

   a. Conflict with or result in a violation or breach of any of the terms, conditions, or provisions of the charter or by-laws of Contractor;

   b. Conflict with or result in a violation or breach of any term or provision of (a) any law, rule, regulation, judgment, decree, order, or injunction applicable to Contractor or any of its assets and properties or (b) any agreement binding on or affecting Contractor or any of its properties; or

3. Nothing Materially Threatening Agreement.
   That there is no action, suit, investigation, or proceeding pending or, to the best knowledge of Contractor, threatened against Contractor, its subcontractors, or affiliates before any court, arbitrator, or administrative or governmental body that might result in any material adverse change in the operations of Contractor or which might materially and adversely affect the ability of Contractor to perform the Services or otherwise comply with its obligations under the Agreement.

P. Review

The Treasurer may conduct periodic performance reviews of Contractor, during which its compliance with all aspects of the Agreement will be reviewed and assessed. Contractor must be cooperative, responsive and timely during any such review.

Q. Severability

If any provision, or portion thereof, of the Agreement is, or becomes, invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of the Agreement shall remain in full force and effect.

R. Access to Information

During the term of this Agreement, and thereafter, for seven (7) years after the termination of this Agreement, Contractor shall promptly provide the Treasurer, upon request, access to all files, records, documents, data, copies of instruments, reports, and records, and any other information maintained related to the Agreement and the Services provided pursuant to the Agreement, regardless of how that information is stored. The information shall be provided in a form acceptable to the Treasurer.

S. Change of Law or Policy

Contractor shall notify the Treasurer in writing within ten (10) business days of any change or addition applicable to Contractor in federal or state regulations or laws that would adversely affect either the terms of or the rights granted the Treasurer by the Agreement, and within five (5) business days of any legally required change in or addition to Contractor's internal operational policy that might affect Contractor's performance of the Services, including but not limited to any policy that relates to management, maintenance, record keeping, safekeeping, custody, or subcontracting.

T. State Certifications/Disclosures

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

U. No Recourse

For any obligation or liability arising pursuant to the Agreement, no recourse may be had for such obligation or liability of the Treasurer of the State of Illinois or any employee or official of the Treasurer or the State in his or her personal or individual capacity. Contractor hereby waives all such obligations and liabilities of the Treasurer of the State of Illinois and any such employee or official.

V. Continuation of Services

Contractor shall guarantee performance of the Services and agree to perform all Services in an efficient and professional manner. Notwithstanding anything to the contrary in the Agreement, Contractor's obligations and responsibilities pursuant to the Agreement shall not be affected in the event of personnel problems, strike by employees, work stoppages, and other employee-related events. Contractor is responsible for and shall provide commercially reasonable backup systems and shall review the adequacy of those systems with the Treasurer upon request. The prevention of such business interruption shall be the sole responsibility of Contractor, and Contractor shall immediately notify the Treasurer in the event such business interruption takes place. Contractor shall be liable for any losses or damages sustained by the Treasurer due, in whole or in part, to Contractor's failure to provide reasonable backup systems.

W. Sovereign Immunity

Contractor acknowledges that the Treasurer and the State of Illinois reserve all immunities, defenses, rights, or actions arising out of their status as a sovereign state or entity, including those under the Eleventh Amendment to the United States Constitution, and that no waiver of any such immunities, defenses, rights, or actions will be implied or otherwise deemed to exist as a result of the Agreement.

X. Notice

Contractor shall provide prompt written notice to the Treasurer if any of the events listed in this Section occur. Each notice shall include, at a minimum, the date, identification and description of the event triggering the notice requirement and shall be signed by an authorized representative of Contractor.

1. A material adverse change to Contractor's or any subcontractor's financial condition;

2. Contractor’s or any subcontractor’s insolvency, filing of a petition in bankruptcy, becoming party to an involuntary bankruptcy proceeding, or Contractor or subcontractor making an assignment for the benefit of creditors;

3. Contractor’s inability to perform the Services including a force majeure event;

4. A material change in ownership of Contractor, including the addition or departure of any partner, executive officer, board director or any other person performing similar functions, or any person owning five (5) percent or more of the equity interests in Contractor;

5. Any significant legal actions instituted against Contractor or any subcontractor, against 1) Contractor’s partners, executive officers, board directors or any other persons performing similar functions, or any persons owning five (5) percent or more of the equity interests in Contractor, and/or 2) Contractor’s employees in a manner that would impact or is related to the Services;

6. Any investigations, examinations (other than routine examination) or other proceedings relating to Contractor’s business commenced by any governmental entity, which are not conducted in the ordinary course of business, including investigations, examinations or other proceedings involving Contractor’s partners, executive officers, board directors or any other persons performing similar functions, or any persons owning five (5) percent or more of the equity interests in Contractor, and/or Contractor’s employees. For the avoidance of doubt, this notice requirement requires Contractor to notify the Treasurer of its receipt of any subpoena or similar request for documents by any governmental entity;

7. If applicable, any action, event or occurrence that would be reportable in the disciplinary questions of Contractor’s or any subcontractor’s next Form MA or Form MA-I filing with the SEC or other required SEC filing;

8. Any enforcement action, determination, resolution, agreement, or legal or equitable remedy taken by a governmental entity against the Contractor in response to any of the investigations, examinations (other than routine examinations) or other proceedings referenced in Section X of this Agreement. Contractor’s delivery of notice pursuant to this Section X or failure to provide the required notice shall give the Treasurer reason to terminate this Agreement for cause; or

9. Contractor or its officer(s) or principal(s), acting within the scope of their employment, are subject to a consent order, penalty, or receive any other finding of fault as a result of any publicly disclosed enforcement action or other regulatory proceeding by any governmental entity, regulatory agency, or self-regulatory organization including but not limited to the following, including any divisions thereof: the Securities and Exchange Commission, Financial Industry Regulatory Authority, Department of Justice (including any United States Attorneys’ Office), Consumer Financial Protection Bureau, Department of Labor, U.S. Department of the Treasury, Federal Deposit Insurance Corporation, any State Attorney General, or the Federal Reserve System. The Contractor shall provide the Treasurer such notice within ten (10) business days of when Contractor knows or reasonably should have known of the liability or consent order. Contractor’s delivery of notice pursuant to this Section X or failure to provide the required notice shall give the Treasurer reason to terminate this Agreement for cause.

Y. Separate Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart. The parties agree that a fax or electronically transmitted valid and authorized signature shall be deemed an original.

Z. Entire Agreement

All exhibits attached hereto are hereby incorporated herein. This Agreement contains the entire agreement of the parties. This Agreement may be changed only by a written amendment signed by both parties.

AA. Signatures

Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate, or accept such contract or record) hereto or to any other certificate, agreement, or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Uniform Electronic Transactions Act, 815 ILCS 333. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

BB. Goodwill

Neither Contractor, Contractor's key personnel, employees, or agents shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous, or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the reputation and goodwill associated with the Program. If Contractor, Contractor's key personnel, employees, or agents are accused of any act involving moral or ethical issues, dishonesty, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the Program and/or the State or Contractor is accused of performing or committing any act which could adversely impact Contractor's events, programs, services, or reputation, the Treasurer shall have the right to terminate this contract upon fifteen (15) days written notice specifying the reason, within which period Contractor may be afforded an opportunity to cure such offense. The determination of whether and to what extent the offense is cured shall be made by the Treasurer at its sole discretion.

CC. Artificial Intelligence

Without the prior express written consent of the Treasurer, Contractor shall not directly or indirectly, on premises, via a cloud-based service, or otherwise (i) deploy, utilize or connect any AI Tools in the course of providing Services or otherwise in connection with the Program, (ii) use any public or open source AI Tools to process any Confidential Information, (iii) rely solely on any predictions or other AI Tool outputs when performing Contractor's obligations under this Agreement, or in the provision of its Services, or (iv) use Confidential Information to train, refine, or augment any AI Tools. In the event that Treasurer grants Contractor the permission to use AI Tools to process Confidential Information, to provide the Services, or perform its obligations under this Agreement, Contractor will, within the scope of the permitted use comply with applicable law and the Treasurer's AI policies and procedures designed to oversee the integration of AI risk management into existing governance structures to help ensure ethical, transparent, accountable, equitable, and compliant deployment of AI Tools. For purposes of this Agreement, "AI Tools" means any and all types and techniques of artificial intelligence and artificial intelligence software, systems (open source or commercial), platform, application, algorithms, and technologies that can sense, comprehend, act and learn or derive new versions of text, audio, or visual imagery from bodies of data in response to user prompts, including but not limited to, the following (i) machine learning; (ii) natural language processing; (iii) artificial neural networks; (iv) expert systems; (v) deep learning; (vi) fuzzy logic; (vii) robotic cognitive automation; (viii) text, visual, interactive, analytic and functional artificial intelligence, (ix) statistical models, and (x) similar technologies that can be used to improve efficiency or customer engagement, by substituting, augmenting, or replacing the activities, roles, responsibilities, and functions performed by human beings, including, but not limited to, influencing or informing decision-making, profiling, making predictions or recommendations, or generating content (such as text, images, videos, or sounds). For the avoidance of doubt, AI Tools include both standalone systems and functionality embedded within other software or services.

DD. Survival

Any provisions of this Agreement which, by its nature or effect are required or intended to be observed, kept or performed after the expiration or termination of this Agreement will survive the expiration or any termination of this Agreement and remain binding upon and for the Parties' benefit, including but not limited to this Section (Survival), Fees, Work Product, Liability, Indemnification, Record Retention and Audit, Confidentiality, Sovereign Immunity, Standard of Care, Transition and Artificial Intelligence.

APPENDIX A

Minimum Mandatory Services Requirements

____ ("Respondent Name") attests below that it can provide all Services described in Section III ("Services") of the RFP. Respondent acknowledges that the Services are part of the mandatory requirements of the RFP. Respondent must check the "yes" or "no" box for each attestation. If Respondent checks "no" in any item in this Appendix A, Respondent must provide an alternative option or explanation in Question 9 in Section IV.B of the RFP. Failure to do so may disqualify Respondent's Proposal.

Respondent is able to provide the Service described in RFP Section III.A.1.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.A.2.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.1.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.1.a.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.1.b.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.2.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.3.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.4.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.5.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.1.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.2.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.D.1.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.D.2.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.E.1.	Yes ☐	No ☐

SIGNATURE: ______________________________

NAME: ______________________________

TITLE: ______________________________

COMPANY (Respondent): ______________________________

DATE: ______________________________

APPENDIX B

ILLINOIS STATE TREASURER CERTIFICATIONS

____ **("CONTRACTOR")** makes the following certifications and by completing these certifications agrees to the following:

1.0 Anti-Bribery.

The 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 acknowledges that the Chief Procurement Officer may declare void the agreement for which these certifications are provided and, if applicable, to which they are attached ("Agreement") if this certification is false.

2.0 Bid-Rigging/Bid-Rotating.

The 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.

a. If the CONTRACTOR employs 25 or more employees and this Agreement is worth more than $5,000, the CONTRACTOR certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act (30 ILCS 580).

b. If the CONTRACTOR is an individual and this Agreement is worth more than $5,000, the CONTRACTOR certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract.

4.0 U.S. Export Act.

The CONTRACTOR certifies that neither the CONTRACTOR nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 (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.

The 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, the 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.

The 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), which prohibit discrimination against persons with disabilities by the Office of the Illinois State Treasurer ("Treasurer"), whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving the Agreement, the 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.

The 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.

If the CONTRACTOR has been convicted of a felony, CONTRACTOR certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10). The CONTRACTOR further acknowledges that the Chief Procurement Officer may declare the Agreement void if this certification is false.

9.0 Former Employment.

The CONTRACTOR, if an individual, sole proprietor, partner or an individual as member of a LLC, has informed the Treasurer in writing if the CONTRACTOR was formerly employed by the

Treasurer 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.

The CONTRACTOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has the 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.

The 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.

The CONTRACTOR shall report to the Treasurer's Executive Inspector General, 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.

13.0 Discriminatory Club.

The 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.

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

_____ Individual	_____ Government Entity
_____ Sole Proprietor	_____ Nonresident alien
_____Partnership/Legal Corporation	_____ Estate or trust
_____ Tax Exempt	_____ Pharmacy (Non-Corp.)
_____ Corporation providing or billing	_____Pharmacy/Funeral Home/Cemetery

medical and/or health care services | (Corp.)
_____Corporation NOT providing or billing medical and/or health care services | _____ Limited Liability Company (select applicable tax classification.)
_____ Other:______________________ | □ C = corporation
□ P = partnership

15.0 License; authorized bidder or offeror.

The CONTRACTOR, directly or through its employees, shall have and maintain any license required by this Agreement. The CONTRACTOR further certifies that it is a legal entity that was authorized to do business in Illinois prior to the submission of any bid, offer, or proposal for this Agreement 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 Agreement.

17.0 Records Retention; Right to Audit.

The CONTRACTOR agrees to maintain books and records related to the performance of the Agreement and necessary to support amounts charged to the State under the Agreement for a minimum of three years from the last action on the Agreement or after termination of the Agreement, whichever is longer. The 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 Officer, internal auditor and the Treasurer; the CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all requested 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.

The 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 the 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 Article 50 of the Illinois Procurement Code (30 ILCS 500/50).

19.0 Late Payments.

Payments, including late payment charges, if any, will be paid in accordance with the Illinois Prompt Payment Act (30 ILCS 540/1) and the Illinois Administrative Code (74 Ill. Adm. Code 900). This shall be the CONTRACTOR's sole remedy for late payments by the Treasurer. Payment terms contained on the CONTRACTOR's terms or invoices shall have no force and effect.

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.

The CONTRACTOR certifies that neither it, nor any affiliate, is 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 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. The CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if the 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.

The CONTRACTOR, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies that CONTRACTOR 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 if that individual is in default of an educational loan. The CONTRACTOR further acknowledges that the Treasurer may declare the Agreement void if this certification is false or if the CONTRACTOR is determined to be in default on 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.

The 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.

The 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 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. The CONTRACTOR further acknowledges that the Treasurer may declare the Agreement void if this certification is false or if the 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.

The CONTRACTOR certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Agreement have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.

27.0 Sarbanes-Oxley Act and Illinois Securities Law.

The 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 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). The CONTRACTOR further acknowledges that the Treasurer may declare the agreement void if this certification is false or if the 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.

The 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 and the CONTRACTOR. The CONTRACTOR shall promptly notify the Treasurer in any event where such more favorable terms should apply.

31.0 Board of Elections Registration.

The CONTRACTOR certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). The CONTRACTOR will not make a political contribution that will violate these requirements.

In accordance with Section 20-160 of the Illinois Procurement Code, the CONTRACTOR certifies as applicable:

____ The CONTRACTOR is **not required to register** as a business entity with the State Board of Elections.

(or)

____ The CONTRACTOR **has registered** as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration.

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 (410 ILCS 45). The CONTRACTOR further acknowledges that the Treasurer may declare the Agreement or any related 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, and prohibits a contractor from retaining a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement.

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:

a. 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

b. 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:

39.0 Steel Products.

The CONTRACTOR certifies steel products used or supplied in the performance of a contract with the Treasurer for public works shall be manufactured or produced in the United States, unless the Treasurer grants an exception. 30 ILCS 565.

40.0 Printing.

The CONTRACTOR certifies the following regarding any printing services provided pursuant to this Agreement:

a. All books, pamphlets, documents, and reports published through or by the State of Illinois or any State agency, board, or commission shall have printed thereon "Printed by authority of the State of Illinois", the date of each publication, the number of copies printed, and the printing order number. 30 ILCS 500/20-105.

b. No publication may have written, stamped, or printed on it, or attached to it, "Compliments of .... (naming a person)" or any words of similar import. 30 ILCS 500/20-105.

c. Every printed annual report produced pursuant to the Agreement shall bear a statement indicating whether it was printed by the State of Illinois or by contract and indicating the printing cost per copy and the number of copies printed. 30 ILCS 500/25-55.

d. Any offset printing under this Agreement shall utilize soybean oil-based ink or vegetable oil-based ink unless the Treasurer's Chief Procurement Officer determines that another type of ink is required to assure high quality and reasonable pricing of the printed product. 30 ILCS 500/45-15.

41.0 Information Technology Accessibility.

The CONTRACTOR certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this Agreement comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.

42.0 Cybersecurity.

The CONTRACTOR certifies that CONTRACTOR's products have not been prohibited for purchase by federal agencies pursuant to a United States Department of Homeland Security Binding Operational Directive. 30 ILCS 500/25-90.

43.0 Equal Opportunity.

The Department of Human Rights' Equal Opportunity requirements are incorporated by reference (44. Ill. Adm. Code 750.20).

44.0 Freedom of Information Act.

The Agreement and all related public records, as defined by the Illinois Freedom of Information Act ("FOIA")(5 ILCS 140) maintained by, provided to or required to be provided to the Treasurer may be subject to FOIA notwithstanding any other provision to the contrary that may be found in this Agreement.

45.0 Domestic Products.

The CONTRACTOR certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the Agreement or a subcontract that are manufactured in the United States, or in Illinois, where applicable. 30 ILCS 517.

46.0 Expatriated Entities.

Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act (35 ILCS 5), shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

47.0 Warranties.

a. The CONTRACTOR warrants that the supplies furnished under this Agreement will: (i) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the CONTRACTOR and agreed to by the Treasurer, including but not limited to all specifications attached as exhibits hereto; (ii) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (iii) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (iv) be of good title and be free and clear of all liens and encumbrances; and (v) not infringe on any patent, copyright or other intellectual property rights of any third party. The CONTRACTOR agrees to reimburse the Treasurer for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

b. The CONTRACTOR shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the Treasurer's payment, acceptance, inspection or failure to inspect the supplies.

48.0 Vacancies.

The CONTRACTOR certifies that, for the duration of this Agreement, it:

a. will post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or

b. will provide an online link to these employment vacancies so that this link is accessible through the https://illinoisjoblink.illinois.gov/ website or its successor system; or

c. is exempt from Section 1005-47 of the Civil Administrative Code (20 ILCS 1005/1005-47) because the Agreement is for construction-related services as that term is defined in Section 1-15.20 of the Procurement Code; or the Agreement is for construction and CONTRACTOR is a party to a contract with a bona fide labor organization and performs construction.

49.0 Minority Contractor Initiative.

Any vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of $1,000 or more is required to pay a fee of $15 to cover expenses related to this initiative. The Comptroller shall deduct the fee from the first check issued to the CONTRACTOR under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

50.0 Prevailing Wage.

As a condition of receiving payment the CONTRACTOR must (a) be in compliance with the Agreement, (b) pay its employees prevailing wages when required by law, (c) pay its suppliers and subcontractors according to the terms of their respective contracts, and (d) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. Current prevailing wages are available on the Illinois Department of Labor's official website, which shall be deemed proper notification of any rate changes under this Section. The CONTRACTOR is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements.

51.0 Employment Tax Credit.

Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216-217. Please contact the Illinois Department of Revenue for information about tax credits. Prospective contractors are encouraged to hire qualified veterans as well as qualified Illinois minorities, women, persons with disabilities and residents discharged from any Illinois adult correctional center and those who do may be eligible for tax credits pursuant to Section 216 and 217 of the Illinois Income Tax Act (35 ILCS 5/216 and 217).

52.0 Collective Bargaining.

In the event that CONTRACTOR is a successor contractor to another vendor providing the services covered by this Agreement and the employees of that vendor who provided those services are covered by a collective bargaining agreement, the CONTRACTOR certifies (a) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the

Agreement subject to its bid or offer; and (b) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this Agreement. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

53.0 Specifications.

The CONTRACTOR certifies it is not barred from having a contract with the Treasurer based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information) (30 ILCS 500/50-10(b), 30 ILCS 500/50-10.5(e)).

54.0 Invoicing.

By submitting an invoice, the CONTRACTOR certifies that the supplies or services provided meet all requirements of the Agreement, and the amount billed and expenses incurred are as allowed in the Agreement. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the Treasurer no later than July 31 of that year; otherwise, the CONTRACTOR may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

a. The CONTRACTOR shall not bill for any taxes unless accompanied by proof that the Treasurer is subject to the tax. If necessary, the CONTRACTOR may request the Treasurer's tax exemption number.

b. The CONTRACTOR shall invoice at the completion of the Agreement unless invoicing is tied in the Agreement to milestones, deliverables, or other invoicing requirements agreed to in the Agreement.

55.0 Subcontractors.

These Illinois State Treasurer Certifications, in their entirety, apply to subcontractors used on this Agreement. The CONTRACTOR shall include these Certifications in any subcontract used in the performance of the Agreement and shall provide a copy, completed by any such subcontractor, to the Treasurer.

56.0 Continuing Compliance.

The CONTRACTOR acknowledges and agrees that any contractor or subcontractor that has entered into a contract for more than one year in duration for the initial term or any renewal term shall certify, by January 1 of each fiscal year covered by the Agreement after the initial fiscal year, any changes that affect its ability to satisfy the requirements of Article 50 of the Procurement Code pertaining to eligibility for contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its Certifications a detailed explanation of the circumstances leading to the change in certification status. If a contractor or subcontractor continues to meet all requirements of this Article, it shall not be required to submit any certification or if the work under the contract has been substantially completed before contract expiration, but the contract has not yet expired. A contractor or subcontractor that makes a false statement material to these Certifications is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Illinois False Claims Act for submission of a false claim. 30 ILCS 500/50-2.

<< SIGNATURE PAGE FOLLOWS >>

These certifications are submitted by the CONTRACTOR listed below. The CONTRACTOR acknowledges and agrees that compliance with these certifications in their entirety for the term of the Agreement and any extensions or renewals is a material requirement and condition of the Agreement. By executing the Agreement, the CONTRACTOR certifies compliance with these certifications in their entirety and that it is under a continuing obligation to remain in compliance and report any non-compliance.

____
CONTRACTOR

____
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/offerors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflicts of interest information as specified below.

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

This requirement applies to contracts with an annual value exceeding the small purchase limit established pursuant to 44 Ill. Adm. Code 1400.2020(a).

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

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

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

Ownership exceeding 5% (_____)
Ownership value exceeding $106,447.20 (_____)
Distributive Income Share exceeding 5% (_____)
Distributive Income Share exceeding $106,447.20 (_____)

Name: ____

Address: ____

____

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

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

If the proportionate share of the named individual(s) in the ownership of the contractor/offeror (or its parent) is 5% or less, <u>and</u> 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).

		Yes	No
a.	State employment, currently or in the previous 3 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.	______	______
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.	______	______
d.	Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.	______	______
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.	______	______
f.	Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.	______	______

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 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

____
(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/offerors desiring to enter into certain contracts with the State of Illinois must disclose the information as specified below.

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

This requirement is applicable to only those contracts with an annual value exceeding the small purchase limit established pursuant to 44 Ill. Adm. Code 1400.2020(a).

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

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

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

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

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

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

Official authorized to sign on behalf of contractor/offeror:

Name (printed) ____________________________________Title ________________________

Signature ____ Date ________________________