



OFFICE OF THE ILLINOIS STATE TREASURER
MICHAEL W. FRERICHS

Request for Proposals
Investment Managers for Investment Grade
Credit and Municipal Bonds
370-500-20-002

November 26, 2019

Proposals due by 2:00 p.m. CT on January 10, 2020

Ms. Maria Oldani
Chief Procurement Officer
400 West Monroe Street, Suite 401
Springfield, IL 62704

Office of the Illinois State Treasurer
Request for Proposals
Investment Managers for Investment Grade Credit and Municipal Bonds
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TABLE OF CONTENTS

I.	OVERVIEW	3
II.	BACKGROUND	3
III.	SCOPE OF SERVICES	4
IV.	RFP SCHEDULE AND PROCESS	Error! Bookmark not defined.
V.	PROPOSAL	5
VI.	EVALUATION PROCESS AND CRITERIA	15
VII.	CONTRACTUAL TERMS	18

Appendix A	The Illinois State Treasurer’s Office Investment Policy Statement for the State Investment Portfolio (“Policy”)
Appendix B	Complete Equity Diversity and Inclusion Firm Profile
Appendix C	Complete Sustainability Investments-Due Diligence Questionnaire
Appendix D	Illinois State Treasurer Certifications, Disclosures Financial Interest and Potential Conflicts of Interest (Disclosure Form A), and Disclosures Other Contract and Procurement Related Information (Disclosure Form B)

I. OVERVIEW

The Office of the Illinois State Treasurer (“Treasurer”) is issuing this Request for Proposals Investment Managers for Investment Grade Credit and Municipal Bonds (“RFP”) to retain an investment manager(s) to invest up to \$200 million in investment grade credit bonds, pricing tiered in \$50 million increments and up to \$100 million in municipal bonds, pricing tiered in \$50 million increments or a combination thereof, held in a separately managed account in the name of the Treasurer. Firms that submit responses (“Respondents”) shall submit their responses to this RFP (“Proposals”) by 2:00 p.m. on November 22, 2019.

This procurement has been designated by the Treasurer’s Chief Procurement Officer (“CPO”) as a small business set-aside for small businesses in Illinois. For purposes of this RFP, a Respondent will qualify as a “small business” if it meets the following criteria: (1) for purposes of investment grade credit bonds, has less than \$96.8 billion in total firm assets under management; (2) for purposes of municipal bond investments, has less than \$18.6 billion in municipal bond assets under management; and (3) has no more than 100 employees. For purposes of computing the number of employees, employees of any parent company and underlying subsidiaries must be included in the calculation. Further, the Respondent must be authorized to do business in the State of Illinois and either have a physical or significant economic presence in the State of Illinois as determined by the Treasurer.

Respondents shall submit responses (“Proposals”) to this RFP by 2:00 pm CT on January 10, 2020. The Treasurer intends to select the Respondent with the most effective yet cost efficient Proposal. The successful Respondent (“Contractor”) shall enter into a contract with the Treasurer (“Agreement”) for a term of 4 years. Upon expiration of this term, the Treasurer may elect to extend the Agreement for a period of time agreed upon by the parties, not to exceed a total of ten (10) years, including the initial four (4) years. The Treasurer may select more than one Respondent to provide the Services.

II. BACKGROUND

Pursuant to Section 22.5 of the Deposit of State Moneys Act, 15 ILCS 520, the Treasurer is authorized to invest or reinvest certain State money in the Treasury in corporations or limited liability companies organized in the United States with assets exceeding \$500,000,000, if the following criteria are met:

- A. The corporation or limited liability company has a significant presence in the State of Illinois;
- B. The obligations are rated at the time of purchase at one of the three (3) highest classifications established by at least two (2) standard rating services;
- C. The obligations mature more than 270 days, but less than ten (10) years, from the date of purchase;

- D. The purchases do not exceed 10% of the corporation's or the limited liability company's outstanding obligations;
- E. No more than one-third of the public agency's funds are invested in such obligations of corporations or limited liability companies; and
- F. The corporation or the limited liability company has not been placed on the list of restricted companies by the Illinois Investment Policy Board under Section 1-110.16 of the Illinois Pension Code.

Also pursuant to 15 ILCS 520/22.5, the Treasurer is authorized to invest or reinvest certain State money in the treasury in bonds issued by counties or municipal corporations of the State of Illinois ("Municipal Bonds"). Pursuant to the Policy, Municipal Bonds must meet the following criteria:

- A. Earn interest under federal law;
- B. Are rated, at the time of purchase at one (1) of the three (3) highest classifications established by at least one (1) standard rating service with nationally recognized expertise in rating bonds of states and their political subdivisions (upper medium grade for the long-term rating of A- and above or equivalent rating);
- C. Mature in a period equal to or less than ten (10) years, from the date of purchase; and
- D. Are registered in the name of the State of Illinois or held under a custodial agreement at a financial institution.

The Treasurer prefers to invest with bond issuers that can meet the investment size needs of the Treasurer's separately managed account as outlined in the Overview section and provide full-time employment opportunities to at least 2,500 people corporate-wide. In addition, the bond issuers should have a State of Illinois presence. Such "presence" can be demonstrated by the following factors: the number and percentage of full-time employees; whether the corporate headquarters are within Illinois; and whether there are other physical corporate offices or operating locations in Illinois.

In the event a financial institution is the bond issuer, the Treasurer prefers such financial institutions (parent or subsidiary) to be Community Reinvestment Act, 12 U.S.C. § 2901 *et seq.*, ("CRA") rated as Satisfactory or above.

III. SCOPE OF SERVICES

The Contractor will perform the following services (collectively, the "Services") in accordance with applicable State and federal laws, rules, and regulations:

- A. Establish and maintain a separately managed investment account(s) ("Portfolio(s)");
- B. Develop an investment strategy for the Portfolio, subject to approval by the Treasurer, that abides by the Policy;

- C. Research and invest in investment-grade credit bonds, pricing tiered to \$50m increments, that qualify for investment by the Treasurer;
- D. Research and invest in Municipal Bonds, pricing tiered in \$50m increments, that qualify for investment by the Treasurer;
- E. Research and invest in both investment-grade credit and municipal bonds, pricing tiered in \$50m increments, that qualify for investment by the Treasurer;
- F. Track the performance of the Portfolio against industry benchmarks, agreed upon by the Treasurer and Contractor;
- G. Provide the Treasurer investment activity and investment performance reports of the Portfolio on a schedule provided by the Treasurer;
- H. Transfer the assets in the Portfolio, if requested by the Treasurer; and
- I. Perform any additional related investment duties, as requested 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 reference 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 the RFP. Emphasis should be on clarity, brevity and completeness of response. The following are the sections that must be provided in the Proposal. The sections should be labeled accordingly.

1. Cover page – The Proposal must be accompanied by a transmittal letter that designates the name, physical address, e-mail address, and telephone number of the person or persons available for contact concerning the Proposal and who is authorized to make representations on behalf of the Respondent.
2. Table of Contents – Include a listing of the main chapters and paragraph headings contained in the Proposal, including page numbers.
3. Introduction - Include any introductory remarks, not to exceed two (2) pages, deemed appropriate. Briefly discuss such topics as the Respondent's background, management, facilities, staffing, related experience, and financial stability.

4. Scope of Work – Provide a narrative, not to exceed five (5) pages, describing the general conceptual approach to the delivery of specific services and any other information Respondent believes is relevant.
5. Answers to Questions – Respondent must respond to all of the questions 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.
6. Service Team - Provide an organizational chart, biographies, and resumes for the proposed Service team, including research staff and support staff. Please identify the primary contact person and describe the role of each key person.
7. Subcontractors –Respondent shall provide a list of the subcontractor(s) that will be used to provide 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), attached as Appendix D.
9. Cost Proposal – Respondent’s price (“Cost Proposal”) shall be provided in a separately sealed envelope. The required elements of the Cost Proposal are provided in Section IV.C of this RFP.
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.9 of this RFP (“Redacted Copy”).

Proposals must be submitted in a sealed envelope or package bearing the title “Investment Managers for Investment Grade Credit and Municipal Bonds Proposal 370-500-20-002 for the Office of the Illinois State Treasurer” and the Respondent’s name and address. The package must include one (1) original and four (4) copies of the Proposal. A separate envelope must contain one (1) original and four (4) copies of the Cost Proposal. If confidentiality of any information is asserted, one (1) Redacted Copy should be provided in an additional separate envelope. In addition, please provide one (1) electronic copy of the Proposal and one (1) separate electronic copy of the Cost Proposal, and, if confidentiality of any information is asserted, one (1) electronic Redacted Copy. Each electronic Proposal copy, each electronic Cost Proposal copy and, if submitted, the Redacted Copy shall be on a separate thumb drive or CD-ROM.

B. Questions to be Addressed in the Proposal

Background and Respondent Overview

1. Provide a brief overview of the Respondent. Describe Respondent's corporate structure, including holding companies, parents, and corporate affiliates.
2. Does Respondent have more than 100 employees? For purposes of computing the number of employees, employees of any parent company and underlying subsidiaries must be included in the calculation.
3. Does Respondent have any debt? What is the amount of debt? What are the plans and timeframe for paying off debt?
4. Please provide a brief description of Respondent's plan for growth over the next 3 – 5 years.
5. Please provide succession plans for key employees if retirements are planned within the next five years.
6. Has Respondent been a party to any lawsuit from January 1, 2015 to present? If so, please provide a detailed explanation.
7. Has Respondent experienced any data breach or loss of personal, financial or other data considered private or confidential since January 1, 2015? If so, provide details and what steps were taken to address the issue both in the short term related to the specific breach/loss and also in the longer term to prevent such a breach/loss from happening again.
8. Describe Respondent's approach to and philosophy regarding cyber-security, including the steps Respondent would take to address a breach of the Treasurer's data.
9. Provide evidence of any insurance coverage Respondent maintains to address cyber-security threats (to include computer, data, privacy or information technology security) and discuss the benefits to the Treasurer of any such coverage.
10. Describe any changes in Respondent's ownership or management structure since January 1, 2015. Will these changes have any impact on Respondent's ability to provide the Services during the expected term of the Agreement?
11. Provide contact information for three (3) client references. References must be entities to which Respondent provided services most similar to the Services.

12. Does Respondent currently have or has Respondent had in the past ten (10) years any contracts that contain services similar to the Services with respect to size, scope, and complexity? For each contract, provide the following information:
 - a. The entity for which Respondent is providing or has provided services and a brief description of such entity;
 - b. The contract term; and
 - c. A description of the services Respondent is providing or has provided under the contract.
13. Please identify any item listed in Section III of this RFP that Respondent is unwilling or unable to perform and explain why.
14. Provide the total assets Respondent has under management, and the total municipal bond assets the Respondent has under management as of December 31, 2018.
15. Please describe Respondent's policy on soft dollar trading.

Investment Design and Strategy

16. Provide an overview of Respondent's suggested investment strategy for the following Portfolio scenarios:
 - a. Investment of \$200 million in investment grade credit;
 - b. Investment of \$100 million in municipal bonds; and
 - c. Investment of \$100 million in investment grade credit and \$50 million in municipal bonds.
17. Explain in detail how Respondent would develop and implement its investment strategy for the Portfolios. Please comment specifically on the following in your explanation:
 - a. Top-down versus bottom-up analysis, if appropriate;
 - b. Initial bond universe/benchmark;
 - c. Liquidity criteria;
 - d. Credit research;
 - e. Security selection criteria;
 - f. Buy/sell decision;

- g. Sector weighting;
 - h. Number of portfolio holdings;
 - i. Integration of sustainability or environmental, social, and governance (ESG) factors;
 - j. Duration positioning; and
 - k. Yield Curve positioning.
18. Describe Respondent's review process for ensuring an investment fits in the mutually agreed upon investment strategy.
19. Against what benchmark should the Portfolios be evaluated?
20. Have any of the Respondent's products, of similar nature to the proposed investment strategy, underperformed their benchmark over a consecutive three-quarter period? If so, please explain.
21. Describe in detail a performance time period that best highlights Respondent's investment style.
22. Have there been any changes to the Respondent's investment process over the past five years? If so, please describe in detail.

Due Diligence

23. Please describe Respondent's strategy for ensuring investments are in compliance with the Policy and applicable law.
24. What risk management practices would Respondent incorporate to monitor and manage credit risks, liquidity risks, market risks, operational risks, reputational risks, and legal risks? The answer to this question should include a response that addresses the deterioration of an issuer's financial condition, such as downgrades and defaults, changes in market rates, and other market events.
25. Describe how Respondent would provide constant monitoring and timely review and analysis of key events that could potentially affect investment options, including significant market events, mergers and acquisitions, public offerings, changes in senior management, and new and proposed federal and State laws, rules, and regulations.

Reporting Capabilities

26. How would Respondent communicate with the Treasurer, if awarded the Agreement?

27. What activity and performance reports would Respondent provide the Treasurer and with what frequency? Provide a sample of the activity and performance reports.
28. What reports would the Respondent provide the Treasurer as it pertains to firms owned and under the control of minorities, women, veterans, and persons with a disability (“MWVD Persons”) utilized in the execution of security transactions and with what frequency? Provide a sample of the MWVD utilization reports. Please refer to the definition in Question 32, below, in answering this question.

Diversity

29. Please provide the number and percentage of Respondent’s senior leaders (e.g. partner, president, COO, or managing director) who are female, minority, persons with disabilities, or military veterans. Please cite with supporting data.
30. Please provide the number and percentage of Respondent’s professional investment staff who are female, minority, persons with disabilities, or military veterans. Please cite with supporting data.
31. Is the Respondent or its affiliates female, minority, persons with disabilities, or military 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 cite with supporting data.
32. Using the definition provided above, what is the percentage of Respondent’s intended use of subcontractors for this project, if any, that are female, minority, persons with disabilities, or military veteran owned or managed? Please cite with supporting data.
33. Does Respondent utilize minority-owned brokerage firms for trades?
34. Please quantify your firm’s utilization of broker/dealers owned by minorities, women, military veterans, or persons with a disability in the prior calendar year.
35. Please complete survey Equity Diversity and Inclusion Firm Profile provided in Appendix B.

Corporate Sustainability – Environmental, Social and Governance Practices

36. 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.
37. Please highlight any policies, practices or resources that Respondent has in place to retain and enhance human capital.

38. Please explain how Respondent fosters a corporate governance structure that mitigates business risks and enhances business operations.
39. 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.
40. Please complete Sustainability Investments-Due Diligence Questionnaire provided in Appendix C.
41. Based on Respondent's answers to the following questions, Treasurer may determine, in its sole discretion, that Respondent is disqualified, or that Respondent shall be awarded fewer points in the Corporate Responsibility category. In making this determination, Treasurer shall consider the overall impact of the disclosed information as well as its relationship to the Services:
 - a. Certify whether since January 1, 2015, Respondent or any of its officers or principals, acting within the scope of their employment, have been subject to a consent order, penalty or any other finding of fault as a result of any publicly disclosed enforcement action or other regulatory proceeding by any of the following entities, including any divisions thereof: Securities and Exchange Commission, Department of Justice, Consumer Financial Protection Bureau, U.S. Department of the Treasury, Federal Deposit Insurance Corporation, or the Federal Reserve System.
 - b. Since January 1, 2015, has Respondent or any of its officers or principals, acting within the scope of their employment, been subject to any enforcement actions by any of the following entities, including any divisions thereof: Securities and Exchange Commission, Department of Justice, Consumer Financial Protection Bureau, U.S. Department of the Treasury, Federal Deposit Insurance Corporation, or the Federal Reserve System? If so, provide a detailed explanation and describe any impact on business lines, products, and/or services.

Illinois Presence

42. Is Respondent incorporated in Illinois? Please provide the physical address and website of Respondent's headquarters and all Illinois branch offices.
43. Please note how many full-time employees are located at Respondent's headquarters and all Illinois branch offices.
44. 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.

- 45. Using the definition provided above, what percentage of Respondent’s subcontractors for this project, if any, have an Illinois presence?
- 46. 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

Provide a separate cost proposal for each of the following portfolio scenarios:

- a. Investment of \$200 million in investment grade credit bonds pricing tiered in \$50 million increments;
- b. Investment of \$100 million in municipal bonds pricing tiered in \$50 million increments; and
- c. Investment of \$100 million in investment grade credit bonds and \$50 million in municipal bonds pricing tiered in \$50 million increments.

Prices quoted will be all-inclusive in accordance with Section 3515 of the Office of the Treasurer Procurement Code, 44 Ill. Admin. Code Part 1400.

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
November 26, 2019	RFP published on the Treasurer’s website.
December 9, 2019	Notice of intent to participate in the Bidder’s Conference due by 2:00 p.m. CT.
December 11, 2019	Optional Bidder’s Conference at 1:00 p.m. CT.
December 18, 2019	All Respondent questions due by 2:00 p.m. CT.
December 30, 2019	Responses to all questions posted on the Treasurer’s website.
January 10, 2020	Proposals due by 2:00 p.m. CT.

Week of January 20, 2020	Interviews, if any, with final candidates, to be held at Treasurer's Office in Chicago.
Week of January 27, 2020	Best and final offer due (if applicable), 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, Maria Oldani, at moldani@illinoistreasurer.gov by 2:00 p.m. CT on December 18, 2019.

C. Optional Bidder's Conference

If a Respondent intends to participate in the Optional Bidder's Conference, Respondent must e-mail the CPO notice of intent to participate by 2:00 p.m. CT on December 9, 2019. Participation by phone is acceptable. The Bidder's Conference shall be on December 11, 2019 at 1:00 p.m. CT at the following address:

100 W. Randolph Street, Suite 15-600
Chicago, IL 60601

D. Proposal Submission

All Proposals must be submitted by mail or messenger to the following address, no later than 2:00 p.m. CT on January 10, 2020

Ms. Maria Oldani
Chief Procurement Officer
Office of the Illinois State Treasurer
400 W. Monroe Street, Suite 401
Springfield, IL 62704
Phone: 217.782.9598

E. RFP Process

1. Internet/E-mail Communications

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

2. Oral Communications

Any oral communication from the Treasurer and 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.

3. Amendments

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

4. Respondent's Costs

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

5. Withdrawal of Proposal

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

6. 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.

7. 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.

8. 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.

9. 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.

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 made 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 the 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. Additional Information

The Treasurer reserves the right to request additional information.

VI. EVALUATION PROCESS AND CRITERIA

This Section explains how the Evaluation Team will evaluate the Proposals.

A. Mandatory Requirements

Respondent must meet the following mandatory requirements:

1. 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;
2. In the Respondent's Proposal, answer all questions in Section IV.B of this RFP;
3. Submit Proposal and accompanying Cost Proposal by 2:00 p.m. CT on January 10, 2020;
4. Provide the Cost Proposal in a separately sealed envelope and on a separate electronic storage device;
5. Complete Equity Diversity and Inclusion Firm Profile provided in Appendix B;
6. Complete Sustainability Investments-Due Diligence Questionnaire provided in Appendix C;
7. Have a minimum of ten (10) years of experience performing services that are considered identical or similar in nature to the Services.
8. The Respondent must submit the name, physical address, e-mail address, and telephone number of an individual with authority to answer questions or clarify their responses; and

9. The Respondent may not respond that it is unwilling or unable to provide the Treasurer investment activity and investment performance reports of the Portfolio on a schedule provided by the Treasurer.

B. Scoring

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

Evaluation Factor	Maximum Number of Points Possible
Background and Overview	10
Investment Design & Strategy	20
Due Diligence	15
Reporting Capabilities	10
Cost Proposal	25
Diversity	15
Corporate Sustainability	10
Illinois Presence	5
Interview, if applicable	10
TOTAL	115

C. Determining Scores

1. Background and Overview
Scoring will be based on Respondent’s demonstrated talent and experience of assigned personnel and will incorporate the answers Respondent provides to the Background and Experience questions in Section IV.B.1 through 16 of this RFP. The breadth and depth of similar engagements will be considered. The evaluation will 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. Investment Design & Strategy
Scoring will be based on Respondent’s answers to the questions in Section IV.B.17 through 23 of this RFP. The detail and quality of the answers provided will be evaluated.
3. Due Diligence
Scoring will be based on Respondent’s answers to the questions in Section IV.B.24 through 26 of this RFP. The detail and quality of the answers provided will be evaluated.

4. Reporting Capabilities

Based on the answers to the questions in Section IV.B.27 through 29 of this RFP, the Evaluation Team will assess the Respondent's ability to provide timely and accurate reports, as required under federal and state law, and detailed in this RFP, as well as the quality of such reports.

5. Cost Proposal

The Evaluation Team shall evaluate the cost-effectiveness of Respondent's Cost Proposal in order to determine the Cost Proposal score.

6. Diversity

Respondent's diversity score will be scored based on the answers the Respondent provides to the Diversity questions in Section IV.B.30 through 36. The Evaluation Team shall award a higher diversity score to Respondents (including subcontractors) that are female, minority, person with disabilities, or military veteran owned or managed. Having a higher percentage of subcontractors that are female, minority, person with disabilities, or military veteran owned or managed shall also result in higher scores.

7. Corporate Sustainability

Respondent's corporate sustainability shall be scored based on the answers Respondent provides to the Corporate Sustainability questions in Section IV.B.37 through 42.

8. Illinois Presence

Respondent's Illinois presence shall be scored based on the answers Respondent provides to the Illinois Presence questions in Section IV.B.43 through 47. Respondents with a principal place in Illinois and a higher percentage of employees in Illinois shall receive higher scores.

9. Interview

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

D. Evaluation Process

All Proposals will be reviewed for compliance with the RFP requirements and specifications. Proposals deemed non-responsive will be eliminated from further consideration. The 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, the Evaluation Team will make a recommendation regarding the final Respondent.

VII. CONTRACTUAL TERMS

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

A. Contractual Responsibility

If chosen to provide the services under this RFP, the Contractor will be contractually responsible for all services provided. Contractor shall at all times provide services in a commercially reasonable manner and in accordance with federal and state law, and all rules and regulations applicable to the Treasurer.

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 term of the Agreement shall be four (4) years, unless terminated in accordance with the terms of the Agreement. The Treasurer may with the consent of the Contractor, 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 at any time upon thirty (30) 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.

2. Termination for Cause

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 the Contractor or repeatedly rejected even though Contractor offers to replace or 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 the Contractor's, or 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. Any other breach of contract or other unlawful act by Contractor occurs; or
- j. Contractor provides notice pursuant to Section VII.U or fails to provide such notice.

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

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.

E. Work Product

1. Ownership of work product.

Except as otherwise agreed to in writing, all work product including, but not limited to, documents, reports, data, information, and ideas specially produced, developed, or designed by the Contractor pursuant to the Agreement, including any copyright or service marks developed on behalf of the Treasurer, whether preliminary or final, (collectively, the "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 the Contractor.

2. Return of Work Product

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

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, the Contractor shall 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. Back-up Facilities

Upon request, the Contractor and its subcontractor(s), if applicable shall provide the Treasurer a copy of their disaster recovery plan, back-up plan, and results of the annual audit of the disaster recovery plan.

I. Liability

The Treasurer assumes no liability for the acts or omissions of the Contractor. This liability rests solely with the Contractor. The 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

The Contractor may not use subcontractors to perform the Services, unless the subcontractor is approved in advance by the Treasurer. Respondent must disclose the duties to be performed by the subcontractor. The Contractor will be required to obtain written approval from the Treasurer prior to adding or changing subcontractors. Subcontractors will be required to complete the attached State Certifications and Disclosure Forms, found at Appendix D.

L. Record Retention and Audit

Contractor and subcontractors, if any, shall maintain adequate books, records, and supporting documents related to the Agreement, including those necessary to support amounts charged to the State under the Agreement, for a minimum of three (3) years from the last action on the Agreement or after termination of the Agreement, whichever is longer. The 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 three (3) year period, the 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 three (3) year period, whichever is later and 2) in the case of any audit, until completion of the audit or until the end of the three (3) 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:

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

2. Use of Confidential Information by Employees and Agents of Contractor

The requirement of confidentiality under this Agreement also applies to the employees and agents of the Contractor. The Contractor shall use its best efforts to ensure that its employees and agents adhere to the confidentiality requirements set forth herein. The Contractor’s 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, which program includes administrative, technical, and physical safeguards to ensure the security and confidentiality of all Confidential 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 and Cyber-Security

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 and cyber-security policy with respect to the Agreement that meets the requirements of 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 Treasurer's prior written consent of the Treasurer shall render the Agreement voidable by the Treasurer. The Treasurer may unilaterally bind any successor of the Contractor to the terms and conditions of the Agreement.

O. Certifications

The Contractor shall certify the following:

1. That the 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 the Contractor or its stockholders being necessary, and that the Agreement has been duly and validly executed and delivered by the Contractor, thereby constituting a legal, valid, and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms;
2. 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 the Contractor or any of its assets and properties or (b) any agreement binding on or affecting the Contractor or any of its properties; or
 - c. Conflict with or result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default under any material agreement to which the Contractor is a party, or any material obligation or responsibility which the Contractor has to any third party.

3. That there is no action, suit, investigation, or proceeding pending or, to the best knowledge of the Contractor, threatened against the Contractor before any court, arbitrator, or administrative or governmental body that might result in any material adverse change in the operations of the Contractor or which might materially and adversely affect the ability of the Contractor to perform the Services or otherwise comply with its obligations under the Agreement.

P. Review

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

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

Upon request, the Contractor shall provide the Treasurer access to all files, records, documents, and data that are in its possession and control pursuant to the Agreement, regardless of how that information is stored. The information shall be provided in a form acceptable to the Treasurer.

S. Continuation of Services

The 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, the 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. The 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 the Contractor, and the Contractor shall immediately notify the Treasurer in the event such business interruption takes place. The Contractor shall be liable for any losses or damages sustained by the Treasurer due, in whole or in part, to the Contractor's failure to provide reasonable backup systems.

T. Notice

The Contractor hereby agrees to give the Treasurer notice if at any point during the term of the Agreement, Contractor or its officer(s) or principal(s), acting within the scope of their employment, are found liable or become subject to a consent order as a result of any publicly disclosed enforcement action or other regulatory proceeding by any of the following entities, including any divisions thereof: the Securities and Exchange Commission, Department of Justice, Consumer Financial Protection Bureau, 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 five (5) 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 or failure to provide the required notice shall give the Treasurer reason to terminate the Agreement for cause.

U. Change of Law or Policy

The Contractor shall notify the Treasurer in writing within ten (10) business days of any change or addition applicable to the 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 the Contractor's performance of the Services, including but not limited to any policy that relates to management, maintenance, record keeping, safekeeping, custody, or subcontracting.

V. 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 D.

W. 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.

X. 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.

Appendix A

INVESTMENT POLICY STATEMENT

See Appendix A, located on the Treasurer's Procurement webpage.

Appendix B

EQUITY DIVERSITY AND INCLUSION FIRM PROFILE

See Appendix C, located on the Treasurer's Procurement webpage.

Appendix C

SUSTAINABILITY INVESTMENTS-DUE DILIGENCE QUESTIONNAIRE

See Appendix D, located on the Treasurer's Procurement webpage.

Appendix D

ILLINOIS STATE TREASURER CERTIFICATIONS

_____ (“CONTRACTOR”) makes the following certifications:

1.0 ANTI-BRIBERY.

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

2.0 BID-RIGGING/BID-ROTATING.

CONTRACTOR certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4).

3.0 DRUG FREE WORKPLACE.

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

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

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

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

4.0 U.S. EXPORT ACT.

CONTRACTOR certifies that neither CONTRACTOR nor any substantial-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 (50 U.S.C.A. App. § 2401 et seq.) or the regulations of the U.S. Department of Commerce promulgated under that Act.

5.0 NON-DISCRIMINATION.

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

6.0 AMERICANS WITH DISABILITIES ACT.

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

activities provided under the Agreement are and will continue to be in compliance with the ADA.

7.0 ILLINOIS HUMAN RIGHTS ACT.

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

8.0 FELONY.

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

9.0 FORMER EMPLOYMENT.

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

10.0 INDUCEMENT.

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

11.0 REVOLVING DOOR PROHIBITION.

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

12.0 REPORTING ANTICOMPETITIVE PRACTICES.

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

13.0 DISCRIMINATORY CLUB.

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

14.0 TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS OF CONTRACTOR.

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

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

15.0 LICENSE; AUTHORIZED BIDDER OR OFFEROR

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

16.0 APPROPRIATION.

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

17.0 RECORDS RETENTION; RIGHT TO AUDIT.

CONTRACTOR agrees to maintain books and records related to the performance of the contract and necessary to support amounts charged to the State under the contract for a minimum of three years from the last action on the contract or after termination of the Agreement, whichever is longer. Contractor further agrees to cooperate fully with any audit and to make the books and records available for review and audit by the Auditor General, chief procurement officers, internal auditor and the Treasurer; CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all relevant materials. The three-

(3)-year period shall be extended for the duration of any audit in progress during the term. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

18.0 CONFLICTS OF INTEREST.

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

19.0 LATE PAYMENTS.

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

20.0 LIABILITY.

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

21.0 DEBT DELINQUENCY.

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

22.0 EDUCATIONAL LOAN DEFAULT.

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

23.0 FORCE MAJEURE.

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

24.0 ANTITRUST ASSIGNMENT.

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

25.0 PROHIBITION OF GOODS FROM FORCED LABOR.

CONTRACTOR certifies that it is not barred from being awarded a contract under the State Prohibition of Goods from Forced Labor Act (30 ILCS 583). Section 10 of the State Prohibition of Goods from Forced Labor Act prohibits a contractor from entering into a contract with the Treasurer's Office if that contractor knew that the foreign-made equipment, materials, or supplies furnished to the State were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR is determined to have known that the foreign-made equipment, materials, or supplies furnished to the State during the term of the Agreement were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction.

26.0 PROHIBITION OF GOODS FROM CHILD LABOR.

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

27.0 SARBANES-OXLEY ACT AND ILLINOIS SECURITIES LAW.

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

28.0 DISPUTES.

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

29.0 THIRD-PARTY PAYMENTS.

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

30.0 MOST FAVORABLE TERMS.

If more favorable terms are granted by the CONTRACTOR to any similar governmental agency in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms will be applicable under the Agreement between the Treasurer’s Office and the CONTRACTOR.

31.0 BOARD OF ELECTIONS REGISTRATION.

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

(or)

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

32.0 COLLECTION AND REMITTANCE OF ILLINOIS USE TAX.

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

CONTRACTOR further acknowledges that the contract or subcontract may be voided if this certification is false.

33.0 ENVIRONMENTAL PROTECTION ACT VIOLATIONS.

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

34.0 LEAD POISONING PREVENTION ACT VIOLATIONS.

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

35.0 BOND ISSUANCES.

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

36.0 POLITICAL CONTRIBUTIONS.

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

37.0 LOBBYING RESTRICTIONS.

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

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

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

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

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

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

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

CONTRACTOR

By: _____

Signature

Name

Title

Date

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

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

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

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

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

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

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

Ownership exceeding 5%	(<input type="checkbox"/>)
Ownership value exceeding \$106,447.20	(<input type="checkbox"/>)
Distributive Income Share exceeding 5%	(<input type="checkbox"/>)
Distributive Income Share exceeding \$106,447.20	(<input type="checkbox"/>)

Name: _____

Address: _____

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

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

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

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

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

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

- | | | | |
|----|--|--------------|-------------|
| a. | State employment, currently or in the previous 3 years, including contractual employment of services | Yes
_____ | No
_____ |
| b. | State employment for spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. | Yes
_____ | No
_____ |
| c. | Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois, or the statutes of the State of Illinois currently or in the previous 3 years. | Yes
_____ | No
_____ |
| d. | Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. | Yes
_____ | No
_____ |
| e. | Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. | Yes
_____ | No
_____ |
| f. | Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. | Yes
_____ | No
_____ |
| g. | Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. | Yes
_____ | No
_____ |
| h. | Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. | Yes
_____ | No
_____ |
| i. | Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of 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 \$10,000.

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

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

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

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

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

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

Official authorized to sign on behalf of contractor/offeror:

Name (printed) _____ Title _____

Signature _____ Date _____

