

**Office of the Illinois State Treasurer  
Michael W. Frerichs**

**Request for Proposals**

**Professional Services**

**Auditing Services for the Unclaimed Property Division**

**May 22, 2015**

**1.0 Introduction**

The Office of the Illinois State Treasurer ("Treasurer") is issuing this Request for Proposals ("RFP") to provide professional auditing services for the Unclaimed Property Division.

Audit services are needed to bring holders of unclaimed property into compliance with the Illinois Uniform Disposition of Unclaimed Property Act ("Act") (765 ILCS 1025/1 et seq.) and corresponding Administrative Rules, which direct holders of unclaimed property to report and remit abandoned property to the State of Illinois. The successful Contractor(s) must, upon the conclusion of an audit, make a representation to the Treasurer that, as a result of the report, the entity is in compliance with the Act and its associated Administrative Rules.

The Treasurer reserves the right to award multiple contracts for Contractors deemed to be best qualified to provide the services requested under this RFP at a fair and reasonable price.

The Treasurer plans to contract with a Contractor(s) to provide these services for a period beginning July 1, 2015 and continuing through June 30, 2019.

**2.0 Audit Services**

**2.1 Scope of Work.** The Contractor shall identify, and collect from persons, firms and entities (hereinafter called "holders") which are holding or in possession of unclaimed property subject to reporting and delivery under the Act. In conjunction with the identification and collection of unclaimed property the Contractor shall:

- (a) Audit and process records of unclaimed property obtained from holders and/or their agents;

(b) Prepare and submit to the Treasurer reports of unclaimed property in accordance with the requirements of the Act and corresponding administrative rules;

(c) Demand the holders and/or their agents deliver to the Contractor the property deemed owing under the Act and corresponding administrative rules. All securities delivered to the Contractor (other than bearer securities) shall be properly endorsed and in form for transfer. The Contractor is responsible for determining if the endorsement is in the proper form for transfer; and

(d) Forward the unclaimed property to the Treasurer or his/her designee.

**2.2 Separate Agreements.** The Contractor will not audit any holder with whom the Contractor has a separate agreement to process that holder's unclaimed property reports.

**2.3 Engagement Letter.** The Contractor shall perform the services described in this Contract only after the Contractor has received a signed statement ("engagement letter") from the holder confirming the initiation date of the audit and/or record production. The engagement letter must state that the holder recognizes the Contractor as the agent of the Treasurer for the performance of such services covering property presumed abandoned during the audit period and eighteen months thereafter. The engagement letter must include the items listed in Exhibit 1 of this agreement, "Schedule of Reports," appended hereto. The audit period is from the first date upon which the Act would permit examinations until the date on the engagement letter minus the dormancy period stated in the Act. The Contractor shall provide to the Treasurer copies of all engagement letters within fifteen (15) days of their complete execution, a list of all holders for whom audits have commenced or record production requests have been issued (hereinafter called the "audit inventory") and a list of the holders for whom second reports are pending. The Treasurer will advise the Contractor within sixty (60) days of receipt of the engagement letter by the Treasurer whether the Treasurer does not authorize the Contractor to act as her agent for a specific holder.

**2.4 Mandatory Contractor Requirements.** Contractor must adhere to the following requirements when performing audits under the Contract:

(a) Complete the examination of the holder within one (1) year of execution of the engagement letter;

(b) Inform the Treasurer upon completion of the examination of the findings and whether the holder has delivered or refuses to deliver the unclaimed property due Illinois. The Treasurer may waive or extend the

time for completion of the examination upon a showing of good cause why the Contractor cannot complete the examination within the one (1) year period. All requests for a waiver or extension of time must be made in writing to the Treasurer;

**(c)** Provide the Treasurer a list of potential audit candidates, which will include the holder's name, address and state of incorporation, if available, and must indicate if the Contractor has any knowledge that the potential audit candidate is being examined by or has retained another entity to perform unclaimed property compliance services. Pursuant to Section 23 of the Act and the Treasurer's Administrative Rules Contractor must indicate at least one "reason to believe" the potential audit candidates have failed to report property in accordance with the Act. The Treasurer will advise the Contractor within sixty (60) calendar days whether the Treasurer will not waive the fees and penalties for a specific holder;

**(d)** Advise holders regarding the provisions of the Act and corresponding administrative rules pertaining to notifying owners of their unclaimed property. The Contractor shall confirm that the owner notification/due diligence requirements of the Act and administrative rules have been carried out prior to the Contractor making demand from a holder for any unclaimed property;

**(e)** Upon completion of an audit or record review of a holder pursuant to this Agreement, the Contractor shall advise holders of their continuing obligation to report unclaimed property directly to the Treasurer;

**(f)** Make findings in connection with the audit or review of records, process records and make demands for payment of unclaimed property in accordance with Exhibit 2 (attached hereto);

**(g)** On the Treasurer's behalf, receive delivery of certificates registered in the name of "State Treasurer, State of Illinois" or the Treasurer's nominee, for safekeeping on the Contractor's premises;

**(h)** Maintain books and records relating to the performance of this Contract and that are necessary to support amounts charged to the Treasurer under this Contract. The books and records must be maintained by Contractor for a period of three (3) years from the later of the date of final payment under this Contract or completion of this Contract. The three (3) year period must be extended for the duration of any audit in progress at the time of the Contract's expiration. All records required to be maintained per the previous sentence must be available for review and audit by the Auditor General and the Treasurer's office. Contractor agrees to cooperate fully with any audit;

(i) Determine the value of securities at the closing price of any security traded on an exchange on the date the security is registered in the name of the Treasurer, State of Illinois, or the appointed nominee, or if traded in the over-the-counter market, at the bid price as set forth in the NASDAQ system pink sheets on the date the security is registered in the name of the Treasurer, State of Illinois. Other securities shall be valued in accordance with generally accepted valuation procedures. The date of receipt and value on the date of receipt shall be listed on all reports submitted by the Contractor to the Treasurer regarding said securities;

(j) Promptly report and remit to the Treasurer, or to any other party the Treasurer may designate in writing, cash, cash equivalents or securities held for the Treasurer within thirty (30) business days from receipt of such cash, cash equivalents or securities by the Contractor; provided, that the cash, cash equivalents or securities have been received by the Contractor in accordance with the Contractor's request. The Contractor shall take delivery instructions only from the Treasurer. All unclaimed property remittances shall be submitted in the NAUPA standard format via Illinois Online Reporting or Contractor's secure FTP site;

(k) Include with all unclaimed property reports a paper copy of report, check, certificate(s) and confirmation(s), as required by the Act and corresponding administrative rules. The report information must include, but is not limited to, the holder's name, address, their Federal Employer's Identification Number (FEIN), the Holder's account number assigned by the Contractor and owner specifications for securities remitted by the Contractor. (Other information to be included in these reports is listed in Exhibit 1 of this Contract.);

(l) Deliver cash, cash equivalents or securities made within thirty (30) business days after receipt of the property by the Contractor pursuant to Paragraph 2.4(j). If the abandoned property is delivered to the Treasurer between 31 and 60 days after receipt by the Contractor, then all fees paid to the Contractor by the Treasurer specified in this Contract shall be reduced by 2%. If the abandoned property is delivered to the Treasurer between 61 and 90 days after receipt by the Contractor, then all fees paid to the Contractor by the Treasurer specified in this Contract shall be reduced by 4%. If the abandoned property is delivered to the Treasurer after 91 days or after receipt by the Contractor, then the Contractor will waive all fees due for the property and pay the Treasurer, for each day thereafter that the property is not delivered, the following:

i. An amount equal to the Federal Fund rate during the payment period for the value of all the securities undelivered. The maximum amount that the Contractor will be liable for pursuant to

this section shall be an amount equal to 20% of the total dollar amount of the Contract including any amendments thereto; and

**ii.** The Contractor will continue to pay an investment credit pursuant to paragraph 2.4(v) on all Treasurer funds held by the Contractor until the funds are delivered to the Treasurer.

Upon showing of good cause why the property cannot be delivered within thirty (30) business days, the Treasurer may waive any or all of the penalties and charges of this section;

**(m)** Pay investment credit pursuant to paragraph 2.4(v) herein, from the time of receipt of a holder's undistributed deposit until the property is delivered to the Treasurer or her designee;

**(n)** Provide monthly "Work in Progress" reports to the Treasurer. The reports shall include, at a minimum, the information listed in Exhibit 1 of this RFP. The Treasurer may direct the Contractor not to audit or process the records on behalf of the Treasurer for a particular holder listed on the Contractor's audit inventory or "Work in Progress" report;

**(o)** Provide corporate action information relative to securities processed subsequent to the delivery of such property, as requested by the Treasurer. Such information shall include, on a per share basis, the accumulated dividends, splits and present market value as of the report;

**(p)** Upon receipt of proper instructions, make delivery of securities which have been called, redeemed, retired or otherwise become payable. All such payments are to be made in cash, by certified check or treasurer's or cashier's check, by wire transfer or, in the case of delivery through a securities depository, by credit by the securities depository, all in accordance with the custom-in-trade or the rules and regulations of the securities depository;

**(q)** If a valid claim is made for securities or income on securities by the owner(s) or heir(s) of same, during the time that the Contractor is holding such property or after the time said property has been discovered but prior to the time that the Contractor receives said property, and the Contractor is notified of such valid claim in writing by the Treasurer, the Contractor shall pay the owner(s) or heir(s) as designated by the Treasurer. The Treasurer is not liable for compensating the Contractor for paying such claims or for any fee connected with discovering or identifying property that is the subject of such claims. The Contractor will indicate payment of such claims on the reports which accompany delivery of unclaimed property to the Treasurer;

(r) Retain cash of the Treasurer in the banking institution of the Contractor in an account which shall be federally insured, or in federally insured accounts in the name of the Contractor for the account of the Treasurer, subject only to draft or order by the Contractor acting pursuant to the terms of this Contract. The Treasurer will receive an investment credit for all funds of the Treasurer held by the Contractor pursuant to paragraph 2.4(v) of this Contract;

(s) Collect, receive and deposit in the Contractor's account, maintained pursuant to subparagraph 2.4(r) above, all cash, income and other payments with respect to the securities held hereunder;

(t) Render reports as agreed upon from time-to-time between both parties;

(u) Reserve the right to reverse entries to the Treasurer's account which the Treasurer agrees, in writing, are erroneous charges to be made to the Treasurer's account. The Contractor shall bear all costs and fees for erroneous entries and payouts attributable to the Contractor; and

(v) Provide an investment credit on the Treasurer's funds held by the Contractor prior to delivery equal to the daily Federal Funds rate as published in the Wall Street Journal. The Contractor shall clearly set forth in a separate item in its invoice the investment credit due the Treasurer.

**2.5 Treasurer Initiated Examinations.** The Treasurer may request the Contractor to perform an examination of a holder (a "Treasurer Initiated Examination"). If the Treasurer requests such an examination, the Treasurer shall:

(a) Send a letter to the holder advising the holder the Treasurer has appointed the Contractor to act as his/her agent for the performance of the examination; and

(b) Send a letter to the Contractor advising the Contractor that the Treasurer has appointed the Contractor as his/her agent to perform the examination of the holder.

The Contractor will perform the services for Treasurer Initiated Examinations as outlined in section 2.4 of this RFP.

**2.6 Release Agreements with Holders.** The Treasurer shall review holder requests for signed release agreements brought to his/her attention by the Contractor. Any language in a release agreement must comply with the Act and corresponding Administrative Rules and shall be approved by the Treasurer.

**2.7 Examination of Holders “located within” Illinois.** The Contractor shall notify the Treasurer in writing as soon as practicable of its intent to examine, audit or review a holder's records or request production from the holder when the holder is located within Illinois. The Contractor shall include in its notice to the Treasurer the name, address and contact person of the holder to be contacted or notified by the Contractor. Within thirty (30) calendar days after being informed about the Contractor's intent to notify a holder “located within” Illinois, the Treasurer will:

- (a) Inform the Contractor of his/her intent to perform a joint examination or audit of the holder; or,
- (b) Inform the Contractor that the Treasurer authorizes the Contractor to act as his/her agent for performance of the services described in this Contract; or,
- (c) Inform the Contractor that the Treasurer will not jointly examine or audit the holder and does not authorize the Contractor to act as his/her agent for performance of the services described in this Contract. In this case, the Treasurer may elect to conduct his/her own examination of the holder without utilizing the services of Contractor.

Section 24.5 of the Act provides:

Contingency fees. The State may not enter into a contract with a person to conduct an examination of a holder located within the State of Illinois under which the State agrees to pay such person a fee based upon a percentage of the property recovered for the State of Illinois. Nothing in this Section prohibits the Office of the State Treasurer from entering into contracts with persons to examine holders located outside the State of Illinois under which the Office of the State Treasurer agrees to pay such persons based upon a percentage of the property recovered for the State of Illinois.

Please note that the second sentence of Section 24.5 provides an exception to the prohibition on contingency fees for examinations of holder “located within” Illinois. Specifically, the Treasurer is allowed to utilize contingency fee contracts “to examine holders located outside” Illinois.

### **3.0 General Provisions**

**3.1 Transmittal Letter.** The response must be accompanied by a transmittal letter that designates the name, address and telephone number of the person or persons available for contact concerning the response and who are authorized to make representations on behalf of Contractor’s organization. This statement must also relay Contractor’s willingness to perform these services and enter into a contract with the Treasurer.

**3.2 References.** Contractor must provide a list of at least three (3) references showing the Contractor has previously conducted unclaimed property audits in a

competent and professional manner or must otherwise demonstrate the ability to perform the service specified in this RFP. Provide authorization for the Treasurer to contact these references. In addition, if the Contractor is currently, or has previously, provided these services to the Treasurer, provide summary information on the services provided.

**3.3 Personnel.** Contractor must provide a list of the personnel proposed for the Contractor's team as well as the overall staffing structure and experience and capabilities of specified staff proposed to perform required tasks. This information is intended to provide insight into the capabilities of the audit personnel based upon the collective experience and capabilities of the Contractor's proposed team. This information will *not* be included in the Contract. The Contractor must provide information for its staff as well as any proposed subcontractors.

**3.4 Contractor Independence.** Because the Contractor for these services will be actively involved in the identification, audit, review, process and delivery of the unclaimed property information consisting of individual's and businesses' financial information and will be reviewing holder's financial records, it is critical that the Contractor be independent and objective in fact and in appearance. Therefore, provide a written summary documenting the existence or non-existence of any conflicts of interest or any appearances of a conflict of interest in the organization, management, or staff.

#### **4.0 Submission of Request for Proposals**

Contractors must submit a signed original and four copies of their Proposal in a sealed container along with a signed original and four copies of their price in a sealed envelope within the sealed container. An electronic copy of the response should also be enclosed, and may be on CD-R or USB drive.

All pricing information must be placed in a separately sealed envelope within the proposal container. The Contractor shall include a completed Exhibit 3 (attached hereto) with the pricing information.

The proposal must set forth each point contained in this RFP followed by a response stating that Contractor will comply with that point.

#### **5.0 Agency Project Contact**

Jim Underwood  
Chief Procurement Officer  
Illinois State Treasurer Michael Frerichs  
Illinois Business Center  
400 W Monroe St. Suite 401  
Springfield, IL 62704



217-557-7906  
[junderwood@illinoistreasurer.gov](mailto:junderwood@illinoistreasurer.gov)

## **6.0 Required Response Date and Time**

All responses must be received by mail or messenger no later than 2:00 p.m. June 5, 2015.

Responses should be mailed to:

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

## **7.0 Request to Modify or Withdraw Proposals**

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

## **8.0 Chief Procurement Officer May Cancel Request for Proposal**

If it is determined to be in the State's best interest, the Chief Procurement Officer reserves the right to do any of the following:

- (a) Cancel this RFP;
- (b) Modify this RFP as needed; or
- (c) Reject any or all responses received in response to this RFP.

## **9.0 Compensation**

As indicated above, all reference to pricing must be submitted under a separate, but attached, cover.

We will evaluate and discuss price with the most qualified Contractors. We will award the contracts only if we determine the price to be fair and reasonable. Such determination will be made by considering the proposals, Contractor's qualifications, Contractor's reputation, pricing submitted with other proposals and the project budget. Only the Treasurer can determine whether a price is fair and reasonable.

Contractors shall submit pricing applicable to the entire contract term.

Contractor(s) will deduct all applicable charges prior to delivering property to the Treasurer and will submit all receipts to the Treasurer net of fees.

## **10.0 Mandatory Requirements**

**10.1** Contractors must submit information regarding Compensation under a separate, but attached, cover.

**10.2** Contractors must submit fully executed Financial and Potential Conflicts of Interest Disclosure Form (Disclosure Form A, attached)

**10.3** Contractors must submit a fully executed Other Contract and Procurement Related Information Forms. (Disclosure Form B, attached)

**10.4** Contractors must submit a fully executed State Certifications Form (Attached).

**10.5** All responses must be submitted in a sealed envelope or package bearing the title "State Treasurer Request for Proposals for Auditing Services for the Unclaimed Property Division." The package must include an original and four copies of the response in the specified format and all supporting documents. The pricing element of the Request for Proposal must be submitted under a separate, but attached, cover. An electronic copy of the response should also be enclosed, and may be on CD-R or USB drive.

**10.6** Transmittal Letter.

**10.7** References.

**10.8** Personnel.

**10.9** Contractor Independence.

## **11.0 Evaluation Criteria**

The Evaluation Committee will review responses and award a multi-year contract based on the following criteria:

- (a) Ability to provide the required services determined by general and specific experience in providing these services, a record of past performance of similar work, contractor independence, and qualifications;
- (b) Pricing; and
- (c) References.

## **12.0 Contractual Requirements**

## **12.1 Contractual Responsibility**

The Treasurer intends to select a Contractor to provide services as specified in this Request for Proposals. By responding to this Request for Proposal, Contractors agree to be substantially bound by the terms of this RFP, with only **minor** variance allowed. Any material deviations from the services requested herein must be specified in the Contractors' responses.

## **12.2 Illinois Law**

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

## **12.3 Tax Compliance**

Contractor shall comply with applicable tax requirements and shall pay taxes in a timely manner.

## **12.4 Multi-Year Contracts Subject to Re-appropriation**

All contracts entered into by the State of Illinois are subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the contract.

## **12.5 Most Favored Terms**

If more favorable terms are granted by the selected 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 services, the more favorable terms will be applicable under the contract agreement.

## **12.6 Indemnification**

Contractor will be required to indemnify, save and hold harmless, the Treasurer, her officers, agents and employees against any liability, including costs and expenses, for violation of general, proprietary right, copyrights or rights of privacy of third parties arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished in response to this request, or based upon any libelous or any unlawful matter contained therein.

Contractor shall indemnify and hold the Treasurer harmless from and against any and all losses, including but not limited to, losses due to the

negligent acts or omissions or willful acts of the Contractor, its employees or agents. The Contractor has a duty to select, with due diligence, all other entities which shall be necessary to implement this Agreement. The 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.

### **12.7 Subcontractors**

Contractor may not use subcontractors to perform the duties as outlined in this RFP unless the subcontractor is approved, in advance, by the Treasurer in writing. Approved subcontractors will be required to submit State Certifications and Disclosure forms A and B.

### **12.8 Assignment**

Each term and provision of this Agreement is binding and enforceable against and inures to the benefit of any successors of the Treasurer and any successors of the Contractor, but neither this Agreement nor any of the rights, interests or obligations is assignable without the prior written consent of the other party.

Any attempt by the Contractor to transfer or assign any rights or obligations related to the provision of services under 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 the provider to the terms and conditions of any Agreement between the parties.

### **12.9 Termination for Cause/Refund of Fees**

Any Agreement, or any part of an Agreement, entered into as a result of this Request for Proposals may be terminated by the Chief Procurement Officer with the approval of the Treasurer under any of the following circumstances:

- (a) The Contractor fails to furnish a satisfactory performance within the time specified.
- (b) The Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

- (c) There is sufficient evidence to show that fraud, collusion, conspiracy or other unlawful means were used to obtain the contract.
- (d) The Contractor is guilty of misrepresentation in connection with another contract for services to the State and cannot reasonably be depended upon to fulfill their obligations under this RFP with the Treasurer.
- (e) The Contractor is adjudged bankrupt or enters into a general assignment for the benefit of their creditors or receivership due to insolvency.
- (f) The Contractor disregards laws, ordinances, rules and/or the reasonable instructions of a contracting officer or acts in violation of any provision of the contract, or the contract conflicts with any statutory or constitutional provision of the State of Illinois or of the United States.
- (g) The Contractor provides any information obtained from the Treasurer pursuant to the Agreement to a third-party unless authorized in writing by the Treasurer's designated representative.
- (h) Any other breach of contract or other unlawful act by the Contractor occurs.

Prior to terminating the contract 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 five business days, a second written warning may be issued. If satisfactory action is not taken by the Contractor within five business days of the date of the second written warning, the Treasurer may cancel the Agreement and may recover any and all damages involved with the transition to a new Contractor including incidental and consequential damages. The Treasurer's failure to issue a warning or cancel this Agreement does not waive any of the Treasurer's rights to issue subsequent warnings.

In addition, the Treasurer reserves the right to reduce the compensation paid to the Contractor under the Agreement during any period the Contractor fails to perform with reasonable care any of its obligations under the Agreement. Failure to maintain strict confidentiality of all information received by the Contractor under the Agreement will result in the refund by the Contractor of all fees received from the Treasurer.

## **12.10 Services**

The Contractor may not modify any service or the manner of providing such service as required under this RFP and subsequent Agreement without the prior written authorization of the Treasurer. Modification means any change to an existing service or the addition of a new service.

#### **12.11 Ownership**

All documents produced by the Contractor under this Agreement shall become and remain the property of the Illinois State Treasurer.

#### **12.12 Independent Status**

Contractor is an independent contractor to the Treasurer. Neither the Contractor nor any persons employed by the Contractor may represent themselves as employees of the Treasurer or the State of Illinois. The Contractor will utilize Contractor's stationery when corresponding with claimants.

## EXHIBIT 1

### SCHEDULE OF REPORTS

#### I. ENGAGEMENT LETTER CONTENT

The engagement letter shall include the following:

- a. Holder's account number assigned by the Contractor (must agree with account number on the Work In Progress report)
- b. Holder's name and address
- c. Holder's FEIN
- d. Holder's transfer/paying agent if applicable
- e. Holder's contact person's name
- f. Holder's contact person's phone number
- g. Holder's state of incorporation
- h. Holder's principal place of business
- i. Date engagement letter was signed
- j. The audit period
- k. Categories of unclaimed property covered and specific property to be examined
- l. Descriptions of audit procedures and scope
- m. Other terms of the agreement between Contractor and the holder

#### II. MONTHLY WORK IN PROGRESS REPORTS

The monthly Work In Progress report provided under this Contract shall be supplied in the spreadsheet format set forth in the attached sample. Each line of the report shall include the data on the following list and be in the same sequence. Each property type and security shall be entered on a separate line of the report, e.g., an issuer with several security issues and property types would occupy several lines of the report. The report shall be sorted in alpha order keyed on the issuer name.

- a. Holder's account number assigned by Contractor (must agree with account number on engagement letter).
- b. Name of issuer
- c. Date of executed engagement letter
- d. Date audit began
- e. Date audit closed and property demanded
- f. Date property delivered to Contractor
- g. Property types
- h. Name of security
- i. Whether holder has refused to remit property

#### III. REPORTS ACCOMPANYING A REMITTANCE

In addition to those items mentioned in Paragraph 2.4(r) through 2.4(u) of the Contract, all reports accompanying a remittance shall include:

- a. Holder's account number assigned by Contractor (must agree with account number on the Work In Progress report and engagement letter)
- b. Holder's name and address
- c. Holder's FEIN
- d. Owner information to be reported according to the Treasurer's magnetic tape specifications
- e. Invoice for fees due

**EXHIBIT 2**

**EXAMINATION/AUDIT/RECORD REVIEW PROCEDURES**

The examination of the books and records of the holders of abandoned property and the demand for delivery of reportable property shall be made pursuant to the following procedures:

1. The holdings of the United States Supreme Court in Texas v. New Jersey (379 U.S. 674), Pennsylvania v. New York (407 U.S. 206), and Delaware v. New York (507 U.S. 490) and any applicable State and federal legislation which the Treasurer has the right to escheat or receive property shall be followed. Specifically:
  - (a) When the last known address of the apparent owner according to the books and records of the holder are in the State of Illinois, it shall be deemed to be reportable to the State of Illinois.
  - (b) If the holder has no records whatsoever setting forth the name and last known address of the apparent owner, the property shall be deemed reportable to the appropriate state as required in the court decisions or federal law as stated in Paragraph 1 above.
  - (c) An address shall generally be deemed to mean a description of location sufficient for the delivery and receipt of mail. Where no literal address exists but the records of the holder nonetheless conclusively establish that the apparent owner resided in Illinois, the Contractor shall advise Illinois and the holder's state of incorporation for purposes of determining which state possesses the priority claim to the property.
  - (d) If the amount of unclaimed property cannot be ascertained from the books and records of the holder, generally accepted statistical estimation techniques may be used so long as the Contractor has prior written approval from the Treasurer to use the techniques.
  - (e) If the Illinois Uniform Disposition of Unclaimed Property Act provides an express cutoff date setting forth when the obligation of a holder commenced, it will be used.
2. Notwithstanding the provisions of paragraph 1 hereof, nothing contained therein shall prevent, waive or otherwise affect the right of the Treasurer to claim from another state property reported and delivered to such state according to the provision in Paragraph 1.

The Contractor shall upon request of the Treasurer provide the Treasurer with such information as may have been obtained relevant to such claim.

\_\_\_\_\_  
Holder Contact Person

\_\_\_\_\_  
Holder Address

\_\_\_\_\_  
Holder Contact Person Telephone #

\_\_\_\_\_  
Federal Employer's Identification Number



**Exhibit 3**  
**Compensation**

**Contractor(s) will deduct all applicable charges prior to delivering property to the Treasurer and will submit all receipts to the Treasurer net of fees.**

The auditing services of the Contractor for holders of unclaimed property located outside the State of Illinois shall be on contingency fee basis of \_\_\_\_\_%.

The auditing services of the Contractor for holders of unclaimed property located in the State of Illinois shall be at a flat rate per name fee of \$\_\_\_\_\_.

The maximum contract amount shall be determined by the Treasurer.

The Treasurer will not reimburse the Contractor for travel expenses or expenses incurred to fulfill the requirements of the contract.

**The Contractor shall waive its fees otherwise owing hereunder in the event that the total property value for any single delivery batch is less than \$500.**

This information is submitted on behalf of:

\_\_\_\_\_  
Name of Contractor

**Official authorized to sign on behalf of Contractor:**

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

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

**ILLINOIS STATE TREASURER CERTIFICATIONS**

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

**1.0 ANTI-BRIBERY.**

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

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

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

**3.0 DRUG FREE WORKPLACE.**

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

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

- a. Publishing a statement:
  - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace.
  - ii. Specifying the actions that will be taken against employees for violation of such prohibition.
  - iii. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - a. abide by the terms of the statement; and
    - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
  - i. the dangers of drug abuse in the workplace;
  - ii. CONTRACTOR’s policy of maintaining a drug free workplace;
  - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv. the penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by Section (a) to each employee engaging in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the Treasurer’s Office within ten (10) days after receiving notice under part (b) of paragraph (iii) of Section (a) above from an employee or otherwise receiving actual notice of such conviction.

- e. Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, an employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- f. Assisting employees in selecting a course of action in the event of drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

#### **4.0 ANTI-BOYCOTT CERTIFICATION.**

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

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

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

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

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

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

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

#### **8.0 FELONY.**

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

#### **9.0 FORMER EMPLOYMENT.**

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

**10.0 INDUCEMENT.**

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

**11.0 REVOLVING DOOR PROHIBITION.**

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

**12.0 REPORTING ANTICOMPETITIVE PRACTICES.**

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

**13.0 DISCRIMINATORY CLUB.**

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

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

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

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

**15.0 LICENSE; AUTHORIZED BIDDER OR OFFEROR**

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

**16.0 APPROPRIATION.**

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

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

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

**18.0 CONFLICTS OF INTEREST.**

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

**19.0 LATE PAYMENTS.**

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

**20.0 LIABILITY.**

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

**21.0 DEBT DELINQUENCY.**

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

**22.0 EDUCATIONAL LOAN DEFAULT.**

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

**23.0 FORCE MAJEURE.**

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

**24.0 ANTITRUST ASSIGNMENT.**

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

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

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

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

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

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

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

**28.0 DISPUTES.**

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

**29.0 THIRD-PARTY PAYMENTS.**

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

**30.0 MOST FAVORABLE TERMS.**

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

**31.0 BOARD OF ELECTIONS REGISTRATION**

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

*(or)*

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

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

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

**33.0 ENVIRONMENTAL PROTECTION ACT VIOLATIONS**

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

**34.0 LEAD POISONING PREVENTION ACT VIOLATIONS**

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

**35.0 BOND ISSUANCES**

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

**36.0 POLITICAL CONTRIBUTIONS**

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

**37.0 LOBBYING RESTRICTIONS**

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

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

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

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

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

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

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

The following business operations are disclosed to comply with the above cited law:



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CONTRACTOR

By:

---

Signature

---

Name

---

Title

---

Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The percent of ownership \_\_\_\_\_%

or

The value of the ownership interest \$\_\_\_\_\_

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

- |    |  |     |       |             |
|----|--|-----|-------|-------------|
| a. | State employment, currently or in the previous 3 years, including contractual employment of services _____   | Yes | _____ | No          |
| b. | State employment for spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.  | Yes | _____ | No<br>_____ |
| c. | Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois, or the statutes of the State of Illinois currently or in the previous 3 years.  | Yes | _____ | No<br>_____ |
| 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<br>_____ |
| h. | Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.  | Yes | _____ | No<br>_____ |
| 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<br>_____ |

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 \_\_\_\_\_