



OFFICE OF THE ILLINOIS STATE TREASURER
MICHAEL W. FRERICHS

Request for Proposals

Bright Directions College Savings Program Manager

November 10, 2016

370-200-17-008

Proposals due by 2:00 p.m. CT on December 9, 2016

Mr. Jim Underwood
Chief Procurement Officer
100 West Randolph Street, Suite 15-600
Chicago, IL 60601

Office of the Illinois State Treasurer
Request for Proposals
Bright Directions College Savings Program Manager
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I. INTRODUCTION

On June 20, 2016, the Office of the Illinois State Treasurer (“Treasurer”) released a Request for Information (“RFI”) regarding the future structure and management of the Bright Start Advisor and Bright Directions advisor-sold 529 college savings programs. Responses to the RFI have assisted the Treasurer in its evaluation of the merits of continuing to offer two separately branded advisor plans. As a result of a comprehensive analysis conducted by the Treasurer and the Treasurer’s consultants, the Treasurer has decided to merge Bright Start Advisor and Bright Directions into a single advisor plan under the Bright Directions brand (hereinafter collectively referred to as “Bright Directions”).

The Treasurer is issuing this Request for Proposals (“RFP”) for record keepers, investment management firms, financial services firms with specific experience, or similar businesses to serve as the program manager for Bright Directions (“Contractor” or “Program Manager”). Bright Directions is administered by the Treasurer pursuant to Section 529 of the Internal Revenue Code of 1986, as amended (“Section 529” and the “Code”, respectively), and the Illinois State Treasurer’s Act (15 ILCS 505/16.5) (“Act”).

The Treasurer seeks a Program Manager that will service Bright Directions, with the overall goal of providing an advisor-sold plan that will be recognized as one of the best in the country based on the quality of the underlying funds, the breadth of investment options offered, and low fees. Currently, Bright Directions is one of only two “Silver-rated” advisor plans rated by Morningstar. The Treasurer intends on selecting a Program Manager with the expertise and ability to:

- Facilitate the successful consolidation of Bright Start Advisor and Bright Directions;
- Offer new and existing plan participants a wide variety of investment options capable of matching returns consistent with each participant’s risk tolerance and objectives; and
- Provide exemplary customer communications and service.

The Treasurer intends to execute a program management agreement (“Agreement”) for an initial term that is expected to commence on July 20, 2017, and run for a period of 5 to 10 years.

Currently, the Illinois College Savings Pool (“Pool”) for which the Treasurer serves as Administrator and Trustee includes Bright Directions, Bright Start Direct, and Bright Start Advisor College Savings Plans, which are described in Section II below. On September 14, 2016, the Treasurer issued a program management RFP for Bright Start Direct (the “Direct Plan”). This RFP for Bright Directions should not be construed as a request for bids on the Direct Plan.

Service providers (“Respondents”) must submit their responses to this RFP (“Responses”) by 2:00 p.m. CT on December 9, 2016.

II. BACKGROUND

The Treasurer serves as Trustee and Administrator of the Pool, which includes the Bright Start Direct and the Bright Start Advisor College Savings Plans (formerly combined as, and referred to hereinafter collectively as, the “Bright Start Program”) as well as the Bright Directions College Savings Program (“Bright Directions”). The Bright Start Program and Bright Directions are tax-advantaged investment programs, intended to be used to pay for the qualified higher education expenses of beneficiaries under Section 529. The Pool does not receive appropriations from the State of Illinois.

Together, the Bright Start Program and Bright Directions offer participants a variety of investment options that suit individual needs and preferences. Participants may choose from static investment portfolios or premixed portfolios that automatically rebalance, based on the beneficiary’s age and educational time-horizon or risk type. The range of investment portfolios is designed to appeal to a variety of participants’ risk tolerance, and the participants can choose from actively or passively managed funds, as well as proprietary or non-proprietary funds depending upon the selected plan.

The Pool’s assets are invested in portfolios structured and managed in accordance with the Treasurer’s Bright Start and Bright Directions Investment Policy Statements (“IPS”). The financial institutions that serve as program managers for the Bright Start Program and Bright Directions also provide administrative services, customer service, recordkeeping, marketing, and distribution for each related plan.

The Bright Start Advisor College Savings Plan is currently managed by Oppenheimer Funds. The Bright Start Advisor College Savings Plan also has accounts and assets that reside within an omnibus environment with Morgan Stanley Smith Barney (“MSSB”); the Treasurer intends to retain these assets and accounts.

The financial institution ultimately engaged to serve as the Program Manager for Bright Directions will be expected to closely work with the Treasurer and the Treasurer’s consultants in the evaluation, provision, and, if necessary, conversion of management services. Currently, the program manager for Bright Directions is Union Bank & Trust.

As of September 30, 2016, the College Savings Pool includes the following:

Plans	Unique Beneficiary Accounts	Assets	Investment Portfolios
Bright Directions	114,779	\$2.114 billion	57
Bright Start Direct	226,736	\$4.194billion	20
Bright Start Advisor (OFI)	56,544	\$1.065 billion	11
Bright Start Advisor (MSSB)	34,782	\$906 million	11

The current contract for Bright Directions will expire on July 19, 2017.

The goal of this RFP is to identify and retain a Program Manager that will meet the following objectives:

- A. Combine accounts and assets for the Bright Start Advisor and Bright Directions College Savings Plans into a single advisor plan, which will also include the MSSB accounts and assets.
- B. Provide a low-cost, best-of-breed investment platform consisting of traditional and specialized asset classes. Specialized asset classes may include, but are not limited to, emerging markets, non-U.S. small cap, REITs, global bonds, bank loans, and high yield loans.
- C. Increase contributions from new and existing account owners.
- D. Continue to provide one of the top advisor-sold plans in the country as rated by a third-party investment research and management firm deemed reputable by the Treasurer, such as Morningstar.

III. 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 10, 2016	RFP published on the Treasurer’s website.
November 17, 2016	Notice of intent to participate in the Optional Bidder’s Conference due by 2:00 p.m. CT.
November 18, 2016	Optional Bidder’s Conference at 2:00 p.m. CT. (participation by phone is acceptable)
November 23, 2016	All Respondent questions due by 2:00 p.m. CT.
December 1, 2016	Responses to all questions posted on the Treasurer’s website by 4:00 p.m. CT.
December 9, 2016	Proposals due at 2:00 p.m. CT.
December 19, 2016	Interviews, if needed, with final candidates.
Week of December 19, 2016	If applicable, best and final offer due by 2:00 p.m. CT.
December 23, 2016	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 at junderwood@illinoistreasurer.gov by 2:00 p.m. CT on November 23, 2016.

C. Optional Bidder's Conference

If a Respondent intends to participate in the Optional Bidder's Conference, the Respondent must e-mail the CPO (junderwood@illinoistreasurer.gov) notice of intent to participate by 2:00 p.m. CT on November 17, 2016. The Optional Bidder's Conference shall be on November 18, 2016, at 2:00 p.m. CT at the following address: 100 W. Randolph St., Suite 15-600, Chicago, IL 60601. Participation by phone is acceptable.

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 December 9, 2016 to:

Mr. Jim Underwood
Chief Procurement Officer
Office of the Illinois State Treasurer
100 West Randolph Street, Suite 15-600
Chicago, IL 60601
Phone: 312.814.1700

E. RFP Process

1. Internet/E-mail Communications – The Treasurer may communicate with Respondents via e-mail. Each Respondent must provide an e-mail address with its response for ease of communication throughout the 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 to the relevant procurement pages on 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. Additional Information – The Treasurer reserves the right to request additional information and to request representatives of a Respondent to meet with the Treasurer to discuss the Respondent’s proposal.

IV. SCOPE OF WORK

The Program Manager will be required to provide a turn-key operation, including the following services:

A. Program Administration

1. General – Provide all recordkeeping, administrative, and fund management services needed for the effective transition and operation of Bright Directions in accordance with the Performance Standards set forth in Appendix A, as well as all applicable federal and state laws, administrative rules, and regulations. Such services shall include, but are not limited to:
 - a. Developing forms and any operating documents for Bright Directions;
 - b. Establishing the enrollment process for eligible account owners and beneficiaries in consultation with the Treasurer;
 - c. Maintaining account owners’ and beneficiaries’ information;

- d. Receiving and depositing contributions;
 - e. Blocking the receipt of contributions in excess of the maximum account balance limits established by the Treasurer and applicable to the Pool;
 - f. Disbursing funds;
 - g. Providing account owners and any authorized agents with account information, periodic account statements, and confirmations of the following: enrollment (including all data provided and the designations made), changes to account information, and transactions. Such account statements and confirmations may be sent via U.S. postal mail and/or provided via website access, as selected by the account owner or the authorized agent; and
 - h. Providing fraud prevention.
2. Access – Provide the Treasurer with access, including remote access, to all information and records for accounts.
 3. Changes in Law – Monitor changes in federal and state laws and regulations that might impact the Program, advise the Treasurer of any necessary changes, and work with the Treasurer to implement any necessary or desired changes.
 4. Compliance – Manage Bright Directions in compliance with (a) all applicable federal, state, and local laws, administrative rules, and regulations, including, but not limited to, Section 529, Municipal Securities Rulemaking Board (“MSRB”) rules and standards, Securities and Exchange Commission (“SEC”) rules and regulations, and Financial Industry Regulatory Authority rules; and (b) guidelines established by the Treasurer and prepared with the assistance of the Program Manager.
 5. Annual Audit – With approval from the Treasurer, engage with an independent external auditor to conduct an annual review of Bright Directions.
 6. Dormant Accounts – Comply with the unclaimed property laws and any other laws regarding abandoned property as applied to 529 accounts.
 7. Compliance Notice – Provide the Treasurer prompt written notice, should any potential or actual violations of federal, state, local, or agency laws, rules, regulations, or standards occur;
 8. Limitation on Investment Direction – Establish controls to ensure that the twice-per-year limitation on investment direction (or as otherwise modified in the future) will be enforced.

9. Contributions – Provide lockbox services and accept contributions through all methods permitted by the 529 regulations. A single lockbox location is permissible. The Contractor shall work with the Treasurer to develop the following:
 - a. A method to accept contributions via a ACH and payroll deduction, or similar options;
 - b. Elimination of any minimum requirement for contributions; and
 - c. A gifting platform that allows account owners to provide a specified account identifier, such as a code, to facilitate contributions from potential gift givers.
10. Reports to the Treasurer – Provide reports to the Treasurer that are compliant with the Reporting Requirements set forth in Appendix B of this RFP. Such reports shall be required on a monthly, quarterly, calendar year-end, fiscal year-end, and since-program-inception basis, as specified in Appendix B. Additionally, Contractor shall provide ad hoc reports upon request by the Treasurer.
11. Reports to the Treasurer’s Consultants – Provide reports to the Treasurer’s consultants, such as its Strategic Consultant, Investment Consultant, and Data Analytics Consultant, as further described in Appendix B of this RFP. Such reports shall be required on a monthly, quarterly, calendar year-end, fiscal year-end, and since program-inception basis, as specified in Appendix B.
12. Rollovers – Develop processes to facilitate rollovers from out-of-state 529 plans into Bright Directions;
13. Deceased Account Owner – Determine if a successor account owner has been named and, if so, change the account owner on the account as previously directed by the original account owner, upon notification of the death of an account owner. If no successor account owner is named, the account shall become part of the estate of the account owner and the Contractor will follow the direction of the legal representatives of the estate;
14. Disclosure Statement – Prepare, in consultation with the Treasurer, the official program disclosure statement (“Program Disclosure Statement”) that will be included in all enrollment packets and communications. The Program Disclosure Statement shall contain all of the Bright Directions rules and material information necessary for a prospective account owner to make an informed decision regarding their Bright Directions investment. The Contractor shall prepare any required supplements to the Program Disclosure Statement and produce and distribute the Program Disclosure Statement and any supplements to the current account owners, as required by law;
15. Program Manual – Prepare a program manual outlining administrative responsibilities, including a schedule of reporting materials to be submitted to the Treasurer at such times specified in the Agreement. This will include quarterly reports on Bright Directions (as set forth in the Agreement), to be delivered on a timely basis in advance of quarterly

review meetings. The Program Manager and key personnel are required to attend all quarterly reviews.

16. Program Data Submissions – Submit program data in compliance with MSRB Rule G-45 and as required for maintenance of Program information on the College Savings Plan Network (“CSPN”) website (www.collegesavings.org) and submit all required reporting to CSPN regarding Bright Directions. The Program Manager will also make recommendations for amendments or supplements to offering materials as applicable, and will submit those materials to the MSRB or other regulatory entities as required by federal securities laws.

B. Customer Service and Recordkeeping

1. General Customer Service – Provide all customer service support and recordkeeping services for Bright Directions financial professionals, account owners, beneficiaries, prospective account owners, and interested parties to ensure effective operation of Bright Directions. Such services must be performed in accordance with all federal, state, local and agency laws, rules, regulations and standards, as well as all Bright Directions rules, regulations and procedures, as established jointly between the Treasurer and the Program Manager.
2. Account Statements – Generate quarterly and annual account statements, and make available current account information when requested.
3. Account Activity Reporting – Report all account activity as may be required by the Internal Revenue Service (“IRS”), SEC, MSRB or any other federal, state or local agency of competent jurisdiction (including furnishing timely and complete Forms 1099-Q and annual performance information).
4. Correspondence – Maintain a physical address for overnight deliveries and a post office box for regular mail.
5. Processing – Process all account activity, including but not limited to, account openings and contribution and withdrawal processing, on a daily basis, and provide accurate, easy-to-understand transaction confirmations, quarterly and yearly account statements and other customer communications with the Bright Directions brand.
6. Conversion – Perform services necessary for a seamless transition of account information for Bright Directions participants, to include retention of the accounts and assets with MSSB.
7. Aggregation – Coordinate the recordkeeping of contributions made on behalf of a designated beneficiary who is also a beneficiary under the Bright Start Direct and College Illinois! or any other 529 plan that may be offered in the future by the State (“Illinois 529 Plans”). Such services include, but are not limited to:

- a. Providing the applicable parties with all the information required by the Act;
 - b. Continuous monitoring of Illinois 529 Plans account activity to ensure no excess contributions are made to the Pool;
 - c. Coordination of monthly data feeds between Program Manager, Bright Start Direct Program, and College Illinois! to monitor aggregate account contributions;
 - d. Providing systematic “excess” contribution letters from Program Manager, Bright Directions Program, or College Illinois! when aggregate contributions exceed the allowable maximums; and
 - e. Quarterly data feeds between Program Manager, Bright Start Direct College Savings Plan, and College Illinois! to monitor aggregate withdrawals, as applicable.
8. Quality Control – Maintain robust quality control procedures to minimize error rates, and take all action necessary to ensure the confidentiality and privacy of all prospects, participants, contributors and beneficiaries, as applicable.
9. Call Center – Provide a call center to be located in the United States (preferably Illinois), which will be staffed with licensed or registered customer service representatives (“CSRs”) from 7:30 a.m. to 6:00 p.m. CT, Monday through Friday (except for periods of pre-scheduled system maintenance). These CSRs shall work with participants and advisors to service their accounts including, at a minimum, assisting with contributions to, withdrawals and disbursements from, and general maintenance for participants’ accounts.

The Program Manager shall maintain a customer service record that identifies, tracks, and reports all call interactions with participants or advisors. This record must include a description of the resolution of each inquiry or transaction. The customer service record shall also identify and track all prospect referrals. Call center-related customer services shall also include:

- a. *General Call Center Customer Services* – Provide all customer services needed for the effective operation of the call center. Such services include but are not limited to: assisting with contributions to, withdrawals and disbursements from, and general maintenance of accounts; answering inbound calls; making outbound calls as needed or requested; resolving issues requiring interaction with the advisors, account owner/beneficiary, authorized signatories, or authorized agents; and responding to emails and correspondence.
- b. *Customer Service Records for Calls* – Provide a customer service record that identifies, tracks, and reports on all call interactions with participants or advisors. The customer service record must include resolution information regarding each inquiry/transaction and track all prospect referrals.
- c. *Recording of Calls* – Record all calls (inbound and outbound), retain such recordings for the term of the Agreement; and make such recordings available to the Treasurer through remote access.

- d. *Toll-Free Phone Number* – Answer inbound calls using the current toll-free number for Bright Directions: (866) 722-7283. The Program Manager must have the ability to continue to use this number. Any costs associated with moving to this number will be absorbed by the Contractor.
- e. *Performance Standards* – Meet all Performance Standards set forth in Appendix A.

C. Website and Electronic Application

The Program Manager shall develop and maintain both a website and an electronic application for financial professionals that provides state-of-the-art security and password protocols. The website and application must include the following features:

1. Advisor Portal – Advisors must be able to access/view account information, obtain investment performance information, conduct transactions, view completed and pending transactions, and make changes to account information and designations.
2. Account Owner Portal – Account owners/beneficiaries, financial professionals, authorized signatories, and authorized agents must be able to access/view account information, obtain investment performance information, conduct transactions, view completed and pending transactions, and make changes to account information and designations.
3. Log-on – The website must allow advisors and participants to view information on all accounts owned from a single log-on and be organized by beneficiary.
4. Mobility – The website and the online portal must be mobile responsive.
5. Transactional Capabilities – Participants should be able to perform a wide variety of transactions online such as: contribute to accounts systematically or on one occasion from a variety of sources; change banking, contribution, or other account information; and process withdrawals or distributions; and
6. Electronic Application – The electronic application should allow advisors to start, save an application for, and complete the enrollment process.

D. Investment Management

The Program Manager (including any applicable investment subcontractors) will manage investments as a fiduciary for the Treasurer and for participants and beneficiaries in accordance with the Treasurer's directions, the Treasurer's IPS and the Agreement. In doing so, the Program Manager's investment management services must include the following:

1. Custody and Funds Management Services – Provide all custodial, fund administration, and fund accounting services necessary to support the investments, including but not

limited to custody, segregation of funds, cash management, banking services, and purchasing and sale of underlying investment products to effectuate the directions of account owners.

2. Investment Design and Options – Investment design and option services shall include:
 - a. Developing and recommending for the Treasurer’s approval age-based, individual portfolios, and static investment portfolios, underlying funds, and fee structures to appeal to a wide range of investors with various risk tolerance levels and contribution levels.
 - b. Providing a best-of-breed asset allocation strategy underpinned by an open architecture investment platform consisting of best-in-class funds for traditional and specialized asset classes.
 - c. Minimizing sequencing risk for Bright Directions participants by providing three (3) age-based investment portfolios (with varying risk profiles) that possess off-the-shelf or custom glide paths, each with at least nine (9) fixed intervals with step-downs no greater than ten (10) percent. Alternatively, three (3) age-based investment portfolios (with varying risk profiles) that possess customized progressive glide paths may be utilized.
 - d. Providing investment options that boast a Morningstar Medalist designation, 4-5 star ratings and/or investments from asset managers with Positive Parent Pillar ratings.
 - e. Using institutional share classes where available and separately managed accounts where applicable to further decrease investment expense ratios.
3. Monitoring – On an ongoing basis, monitor the performance of each Bright Directions portfolio and underlying fund and make recommendations to the Treasurer in accordance with the Treasurer’s IPS.
4. Meetings – Facilitate meetings between the Treasurer and portfolio/underlying fund managers to review, at a minimum, market conditions, strategy, and investment performance.
5. Transition – Provide for continuous investment of assets during any transition of services.
6. Cooperation and Communication – Cooperate and communicate with the Treasurer and the Treasurer’s consultants in all evaluations of the investment options and periodic audits.

E. Marketing, Distribution, and Data Analytics

The Program Manager will develop and implement a marketing and distribution strategy that will provide the broadest visibility across financial professionals and potential investors within the State of Illinois and, if appropriate, nationwide. In doing so, the Program Manager's marketing and data analytics services must include:

1. General Marketing Resources – Expend sufficient dollars and dedicate appropriate professional resources to fund marketing efforts aimed at increasing in-State participation in Bright Directions, as well as a superior national marketing campaign.
2. Transition Communications – Provide timely communications to financial professionals and existing participants during any transition period.
3. Distribution and Sales – Solicit orders for the sale of interests in Bright Directions and execute selling agreements with brokerage firms, registered investment advisors, and other financial service providers that currently offer Bright Start Advisor and Bright Directions. Additionally, expand the sales and distribution channels within Illinois and, where possible, nationally.
4. Brand Awareness – Implement brand marketing strategy that reflects brand awareness of Bright Directions in Illinois through various methods, including but limited to: surveys, website traffic, digital advertisement click-through-rates, polling, focus groups, social listening and online search volume/history.
5. Cooperation and Communication – Cooperate and communicate with the Treasurer's Data Analytics Consultant that is assisting with targeted marketing initiatives.
6. Data Analytics Strategy – Provide approach to working with data analytics models comprised of over one million quality targets for the Pool based on predictive modeling.

V. PROPOSAL

A. Proposal Format

The Respondent's proposal shall contain the following:

1. Cover Page – The cover page shall provide the name, physical address, e-mail address, and telephone number of the person(s) available for contact regarding the proposal. Such person(s) must be authorized to make representations on behalf of the Respondent.
2. Table of Contents – Please list the sections in your proposal and their corresponding page numbers.
3. Section I: Executive Summary – In Section I, Respondent shall provide a brief two-page narrative, describing the general conceptual approach Respondent would take to provide

the services and any other information Respondent believes is relevant. Emphasis should be on clarity, brevity and completeness of response.

4. Section II: Answers to Proposal Questions – Section II shall contain Respondent’s answers to the questions presented in Section V.B of this RFP. Respondent must respond to all of the questions. Respondent’s answers must include the headings (e.g. “Background”) and be numbered in the order provided in Section V.B.
5. Section III: Subcontractors – Section III shall provide a list of the subcontractor(s) Respondent will use to provide the services, if any, and the general type of work to be performed by each subcontractor.
6. Section IV: 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).
7. Section V: Cost Proposal – Section V shall provide Respondent’s completed Cost Proposal Spreadsheet (“Cost Proposal”) in a separately sealed envelope and on a separate electronic storage device. Respondent must use the Cost Proposal Spreadsheet provided in Appendix C.

Proposals must be submitted in a sealed envelope or package bearing the title “Bright Directions College Savings Plan 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. In addition, please provide five (5) electronic copies of the proposal and five (5) separate electronic copies of the Cost Proposal. Each electronic proposal copy and each electronic Cost Proposal copy shall be on a separate electronic storage device, such as a CD or thumb drive.

B. Questions to be Addressed in the Proposal

For responses in this section “you” and “your” mean all of the following as applicable to each question: 1) the Respondent; and 2) any entity with which the Respondent is partnering or subcontracting, to provide any of the services.

OVERVIEW

General

1. Provide a brief overview of your organization. Describe your organization’s corporate structure, including holding companies, parents, and corporate affiliates. Which entity will enter into the Agreement with the Treasurer?

2. Disclose your organization's primary location as well as the location of any facility located outside of the primary location that will be used to provide the services.
3. Provide an organization chart and include the names, positions, and a brief biography of all management staff who would be involved in providing services to the Treasurer.
4. Are there any investigations, administrative actions and/or inquiries by any regulatory agency or self-regulatory organization including, but not limited to, the Securities and Exchange Commission, Department of Justice, Department of Labor, Federal Reserve, Financial Industry Regulatory Authority, etc., in which your firm, its officers, or principals have been involved in from January 1, 2011 to present? If so, provide a detailed explanation.
5. Has your organization been a party to a lawsuit from January 1, 2011 to present? If so, please provide a detailed explanation.
6. Has your organization been a party to any data breach or loss of personal, financial or other data considered private or confidential since January 1, 2011? 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.
7. Please describe the Respondent's professional turnover for the last five years, citing reasons for each departure and contacts for departed principals or partners. Please provide a brief description of Respondent's plans for growth, such as asset growth, personnel growth, succession planning, over the next three to five years?
8. Provide a statement certifying that none of the services would be performed outside of the United States. If work must be performed outside of the United States, provide a detailed explanation of why this is required.
9. Provide contact information for five client references. References must be entities for which your firm has provided services most similar to the services requested in this RFP. For each reference, please provide client name, individual reference name, title, email address and office phone.
10. Provide a description of the various types of insurance coverage (carriers, risk coverage, levels, limits, deductibles, expiration dates, etc.) your firm has in place to protect its clients.
11. Please provide the following information for the engagements that demonstrate satisfaction of the Minimum Experience Requirements set forth in Section IV.A. of this RFP:
 - a) The entity for which you are providing or have provided services;

- b) The contract term;
 - c) A description of the services you provide or provided under the contract;
 - d) Total number of accounts for which you provided services as of June 30, 2016;
 - e) Total assets under management at the time the investment manager ceased providing services or as of September 30, 2016;
 - f) Whether any services involved a conversion of assets from the investment manager you are proposing to another investment manager; and
 - g) For contracts involving conversion experience:
 - i. Total number of accounts converted; and
 - ii. Time from contract award to actual conversion.
12. Please identify any item listed in Section IV of this RFP that you are unwilling or unable to perform and explain why.

PROGRAM ADMINISTRATION

Administrative Background and Experience

13. Describe your firm's procedure for compliance with:
- a) Section 529, applicable IRS and SEC regulations, and MSRB rules (including data submissions and continuing disclosure);
 - b) Illinois laws and regulations, including the Illinois DREAM Act (Public Act 097-0233);
 - c) CSPN Disclosure Principles; and
 - d) Industry best practices.
14. Please identify the counsel (internal and external) you will rely upon to prepare the Program Disclosure Statement.
15. Please confirm the date of your last SSAE16, list any substantive issues raised, and describe the steps taken to address any issue.
16. As part of the annual external audit process, explain your approach to verifying the NAV, calculation of fees, and underlying investment fund balances.
17. Describe the record-keeping systems, database software and system security that would be used for Bright Directions.
18. Describe your disaster recovery plan, including back-up procedures, and alternate operation facilities.

19. What type of assessments do you perform to ensure that your IT infrastructure remains secure? How often are they performed?
20. How would you provide the Treasurer with electronic access to all of its account information? Would that access be in real time? If not, what would be the delay?

Conversion

21. Describe the recommended conversion process from the current Program Manager, if applicable. Please provide a timeline for a conversion. Please identify any issues or challenges that could delay a conversion by July 19, 2017.
22. We intend to combine the Bright Start Advisor program into the Bright Directions brand. Currently, the Bright Start Advisor program includes several separately managed accounts held by Oppenheimer Funds. Would you engage a transition manager to assist in the migration of assets from the separately managed accounts to new funds in Bright Directions or even to new separately managed accounts?
23. How would you communicate transition issues and news with existing participants?
24. How would you convert data, information, and images from the current Program Manager?

Reporting

25. What additional information, if any, would you provide that is not requested in Appendix B of this RFP?
26. What would be your procedure for requesting and responding to requests by the Treasurer or the Treasurer's consultants for ad hoc reports? How quickly would you be able to respond to such requests?

Contributions

27. Provide the minimum initial and subsequent contribution amounts that you would require.
28. Describe the gifting platform you would propose to implement. Would you partner with a subcontractor? If so, please describe how it would function.

Distributions

29. Describe how you would receive and process distribution requests.

Account Owner website portal

30. Would your website portal have a mobile app or be mobile optimized?
31. In what formats could your website portal export data?
32. What online security protocols would you use to protect an Account Owner when they access the website portal?

CUSTOMER SERVICE

Call Center General Customer Service

33. Is the customer service you provide under other contracts evaluated or audited by any third parties? If permissible, provide the last three audits or evaluations.

Phone Calls and Correspondence

34. Describe your system for answering inbound calls. Specify how you would provide call routing and tracking, live representative selection and functionality, and the ability to leave voicemails for return calls, including a description of the scenarios in which voice mails would be left.
35. Explain whether you provide foreign language services, and if so, how you do so.
36. Describe in detail your methodology for handling peak volume periods. What is the maximum hold time that a caller could be on hold or in a queue? Do you have rollover capability (to another call center)?
37. If you are a broker dealer, would customer service representatives answering the phones have Series 6 licenses or better?
38. Please indicate whether you will meet or exceed the performance standards set forth in Appendix A.
39. What would be your criteria and protocol for escalating dissatisfied callers or correspondents, or negative correspondence generally to supervisors or the Treasurer?
40. Describe the system that would be used to capture all account specific calls, correspondence or other customer service contact points in a single customer service record. Also describe how you would make such customer service records available for review by the Treasurer through remote access.
41. Specify the account changes and transactions requested by phone from authorized individuals that customer services representatives would be able to make and describe the systems through which they will make such changes and transactions.

MARKETING AND DISTRIBUTION

Marketing and Distribution Teams

42. List the composition of your marketing and distribution teams and their experience working with 529 plans or other similar products. Do you expect to recommend for the Treasurer's approval, an outside marketing, public relations or advertising agency to work with the Treasurer?

Marketing Plan and Capabilities

43. Describe your marketing and distribution strategy/approach for Bright Directions. Please include all marketing channels that would be utilized.
44. Describe your experience with marketing research and how that would be used to gain insights on the marketing of Bright Directions.
45. Describe what technologies and/or methods would be used for the marketing of Bright Directions.
46. Explain how the marketing efforts/campaign will be evaluated. What benchmarks would you propose to measure the success of your marketing campaigns?
47. Describe unique capabilities that you can provide to market the Bright Directions program, including your willingness to identify and offer affinity plans and/or white label plans.
48. Describe the professional resources you will commit to marketing to employers, community groups, and technical audiences (e.g., CPAs, certified financial planners, and attorneys).
49. If your firm manages a 529 Plan for another state (advisor or direct), how will you differentiate Bright Directions from other(s) that you manage?
50. Would you consider offering Bright Directions as a national direct 529 program? If so, please explain the target audience.
51. Please provide examples of marketing materials that your firm has produced for other 529 products that it has managed.

Distribution

52. What steps will you take to secure selling agreements with financial services firms that currently service Bright Start Advisor and Bright Directions? How do you intend to

increase the number of financial services firms that service Bright Start Advisor and Bright Directions?

53. Does your firm have a retail distribution presence in Illinois? If so, please provide the specific locations. If not, please describe how you currently distribute financial products in the State and how you would distribute Bright Directions going forward.
54. Please provide the number and location of wholesalers in your firm who cover the State of Illinois. How many Illinois-based broker-dealers or other distribution agents do they normally reach in Illinois and nationwide?

Branding

55. Discuss your experience in creating branding, logos and tag lines for similar governmental or non-profit organizations.
56. While the Treasurer has decided to merge Bright Start Advisor and Bright Directions under the Bright Directions brand, do you recommend that the Treasurer consider a different name for Bright Directions?
57. Please provide examples of previous branding work.

INVESTMENT MANAGEMENT

Investment Background and Experience

58. Detail the team/personnel involved in the creation and management of your proposed investment options, including the asset-allocation team responsible for your age-based and static portfolios. Is this a dedicated 529 college savings team or is it part of a larger defined contribution department?
59. Describe your review process to make initial and subsequent recommendations on Bright Directions investment options, portfolio structure, optimization techniques, including asset classes, completion strategies, and the composition of age-based portfolio/s glide paths and static portfolios.
60. Describe your firm's risk management governance and integration of risk across your organization.

Investment Design and Options

61. Describe in detail the investment options that you are proposing, including the asset allocation percentages, and state why you are proposing each investment option.
62. Based on the investment options defined in the immediately preceding question, please complete the following table for the underlying funds.

Investment Option	Fund	Ticker	Asset Class	Fund AUM	Firm AUM

63. If your selection will result in a conversion of assets from the current program manager, please list the investment options to which existing investments will be mapped.
64. Describe the philosophy that supports your age-based fund glide path. How did you arrive at your conclusion on how to construct the glide path and what are the assumptions used? Are they off-the-shelf or custom? Also, what is your perspective on progressive age-based portfolios?
65. What percentage of each asset class is actively managed and what percentage is passively managed? Please state your rationale on their use.
66. Describe how benchmarks are developed and how performance is compared with similar portfolios. Describe your custom benchmark capabilities.
67. How would you provide cost analysis of Bright Directions' fees and compare them to industry benchmarks as well as industry peer-groups?
68. Please comment on the use of white label funds and separately managed accounts in this plan.
69. How would you improve third party plan ratings for Bright Directions, such as those offered by Morningstar?

Investment Duties

70. What is your experience and expertise in creating investment review processes (including the evaluation of existing investment options and underlying funds), and incorporating due diligence on investment manager line-ups on an ongoing basis?
71. When applicable, describe your process for selecting and providing new investment options, underlying funds, and investment manager recommendations.
72. Describe how you would provide constant monitoring and timely review and analysis of key events that could potentially affect investment options and/or individual funds, including significant market events, mergers and acquisitions, public offerings, changes in fund senior management, and new and proposed federal and state legislation and regulations.

Reporting

73. Please provide samples of (a) a risk and performance report, and (b) an investment performance report work product.
74. Describe how you would ensure standardization of your performance reporting across the investment options and individual funds.
75. Detail your proposed reporting process on plan performance and individual fund performance, including the tracking, analysis, and reporting of investment options and individual funds.

Cooperation and Communication

76. How would you communicate on a regular basis with the Treasurer and with its Investment Consultants in evaluations of the investment options and in communicating annual performance or required annual audits?

ILLINOIS PRESENCE

77. Please describe what presence your firm (including subcontractors that will provide any of the required services) has in the state of Illinois. Such “presence” can be demonstrated by the percentage or number of full-time employees or employees who spend more than half their time in Illinois and/or having physical offices or a principal place of business located in Illinois.
78. Do you plan to increase your presence in the State as part of this engagement?

DIVERSITY

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.

79. Please provide the number and percentage of senior leaders (e.g., partner, president, COO, or managing director) in your firm and in any subcontractors who are female, minority, persons with disabilities, or military veterans. Please cite with supporting data.
80. Please provide the number and percentage of professional investment staff in your firm and in any subcontractors who are female, minority, persons with disabilities, or military veterans. Please cite with supporting data.
81. Is your firm, its affiliates or any subcontractors female, minority, persons with disabilities, or veteran owned or managed? Please cite with supporting data.

82. Please describe your firm's and any subcontractor's experience and willingness to engage and evaluate investment funds that are female, minority, persons with disabilities, or veteran owned or managed.

VI. EVALUATION PROCESS AND CRITERIA

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

A. Mandatory Requirements

1. The Respondents must answer all of the questions listed in Section V.B of this RFP.
2. Proposals must set forth the manner in which the Respondent will satisfy each requirement.
3. 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.
4. The Respondent must agree to submit reports and other supporting materials as requested, in a timely manner.
5. Respondents must offer investment management, administrative services, customer service, and material support in their respective proposals.
6. Respondents must meet following the minimum experience and financial requirements: (a) a minimum of five (5) years' experience with Section 529 plans or with investment businesses that require the same or similar services to those described in the Scope of Work set forth in Section IV of this RFP; (b) a minimum \$5 billion dollars in assets under management as well as sufficient capital to assume responsibility for and provide ongoing services for Bright Directions; and (c) proven conversion experience with Section 529 plans or with similar investment businesses.

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
Quality of Proposed Services	30
Cost Proposal	25
Background, Experience and Reporting Abilities	20
Distribution	15
Diversity	5
Illinois Presence	5
TOTAL	100

C. Evaluation Factors

1. Quality of Proposed Services – Scoring will be based on Respondent’s answers to the questions in Section V.B of this RFP. The thoroughness and clarity of the Proposal, the perceived validity of the Proposal, and the ability to provide quality investment, administrative, marketing and customer service to the Treasurer will be considered.
2. Cost Proposal – Respondent’s Cost Proposal score will be scored based on an evaluation of its cost-effectiveness.
3. Background, Experience and Reporting Abilities – Scoring will be based on Respondent’s demonstrated talent and experience of assigned personnel. The breadth and depth of similar engagements will be considered. The evaluation will also include reference checks regarding the Respondent’s work for previous clients receiving services similar to those required by this RFP. A Respondent’s failure to meet the minimum experience and financial requirements set forth in Section VI.A above will result in the Respondent’s proposal being deemed non-responsive. Lastly, based on the answers to the questions in Section V.B of this RFP, the Evaluation Team will assess the Respondent’s ability to provide timely and accurate reports as required under federal and state law, and detailed in this RFP as well as the quality of such reports

Ideally, a firm responding to this RFP will be rated by two (2) or more nationally recognized rating services with the three (3) highest rating categories for financial condition and overall performance. If a firm is privately held and/or has not been rated by a nationally recognized rating service, then it will be expected to describe any alternative financial condition and operational performance measures that it believes will be helpful in considering or satisfying the minimum qualifications of the Respondent.

4. Distribution–. Scoring will be based on the Respondent’s approach to marketing and distribution of Bright Directions within Illinois, and if applicable, nationwide, with

particular focus on the breadth of the proposed distribution channels as outlined in responses to the questions in Section V.B. of this RFP.

5. Diversity – Respondent’s diversity score will be scored based on the answers the Respondent provides, if any, to the diversity questions in Section V.B of this RFP. The Evaluation Team shall award a higher diversity score to Respondents (including subcontractors) that are female, minority, person with disabilities, or veteran owned or managed. Having a higher percentage of subcontractors that are female, minority, person with disabilities, or veteran owned or managed shall also result in higher scores.
6. Illinois Presence – Respondent’s diversity score will be scored based on the answers the Respondent provides, if any, to the Illinois presence questions in Section V.B of this RFP. The Evaluation Team shall award a higher Illinois Presence score to Respondents (including subcontractors) that have demonstrated presence by the number of full-time employees, or employees who spend more than half their time in Illinois, and physical offices located in the State.

D. Evaluation Process

All Responses 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 publically available information to perform its evaluation. Finally, the Evaluation Team will make a recommendation regarding the final Respondent.

VII. CONTRACT TERMS AND CONDITIONS

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

A. Contractual Responsibility

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

B. Governing Law; Venue

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

C. Disaster Recovery and Backup Facilities

Contractor shall prepare and test a plan for recovery of financial transactions and related information in the event of a disaster or system failure. Contractor shall furnish a copy of the plan, test results, and the results of the annual audit of the disaster recovery plan to the Treasurer.

D. Term of Agreement

The term of the Agreement shall be five (5) years, unless terminated in accordance with the terms of this Agreement. The Treasurer may, with the consent of Contractor, elect to extend the Agreement for additional periods, not to exceed a total term of ten (10) years, including the initial five (5) years.

E. Termination

1. Termination without Cause

The Treasurer may elect to terminate this Agreement any time upon five (5) days' notice. Upon termination, the Treasurer will pay for work satisfactorily completed prior to the date of termination as determined in a reasonable manner.

2. Termination for Cause

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

- a. Contractor fails to furnish a satisfactory performance within the time specified.
- b. Contractor fails to perform any of the provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms.
- c. Any services provided under the Agreement are rejected and are not promptly corrected by Contractor, or repeatedly rejected even though Contractor offers to correct services promptly.
- d. There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means obtained the Agreement.
- e. Contractor is guilty of misrepresentation in connection with another contract for services to the State.
- f. Contractor is adjudged bankrupt or enters into a general assignment for the benefit of their creditors or receivership due to insolvency.

- g. Contractor disregards laws and ordinances, rules, or instructions of a contracting officer or acts in violation of any provision of the Agreement or this part, or the Agreement conflicts with any statutory or constitutional provision of the State of Illinois or of the United States.
- h. Any other breach of contract or other unlawful act by Contractor occurs.

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

In addition, the Treasurer reserves the right to reduce the fee paid to Contractor as compensation for services under the Agreement during any period Contractor fails to perform with reasonable care any of its obligations under the Agreement.

F. 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.

G. Liability and Indemnification

Contractor shall indemnify and hold the Treasurer harmless from and against any and all losses, including but not limited to, losses due to the negligent acts or omissions or willful misconduct of Contractor, its employees, or agents. Contractor has a duty to select, with due diligence, all other entities that shall be necessary to implement the Agreement. Contractor shall establish and enforce reasonable procedures to assure the Treasurer of the performance by all other entities of the services necessary to implement this Agreement.

H. 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. Confidential Information includes all information but the following:

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

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

The requirement of confidentiality under this Agreement also applies to the employees and agents of the Contractor. The Contractor shall use its best efforts to ensure that its employees and agents adhere to the confidentiality requirements set forth herein. Use by and disclosure to employees and agents of Confidential Information to the extent necessary to carry out the terms and purposes of this Agreement is acceptable.

3. Protection of Confidential Information

The Contractor represents, warrants, and covenants that it has implemented and will maintain an information security program reasonably designed to protect Confidential Information, including customer information, which program includes administrative, technical, and physical safeguards to ensure the security and confidentiality of all customer information, to protect against anticipated threats or hazards to the security or integrity of such customer information, and to protect against unauthorized access to or use of such customer information.

4. Privacy Policy

Contractor will comply with any applicable federal or state laws or regulations, as well as any privacy policy developed by the Treasurer. Contractor further agrees to establish, maintain, and comply with a privacy policy with respect to the Project that meets the requirements of applicable law.

5. Program Lists

The Contractor specifically agrees that it shall not, and shall cause its subcontractors and affiliates not to, sell, provide, or otherwise disclose information from, any program list to any third party, unless otherwise directed to or approved by the Treasurer or required by applicable law.

I. Service Providers

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

J. Assignment

Each term and provision of the Agreement is binding and enforceable against and inures to the benefit of any successors of the Treasurer and any successors of Contractor, but neither this Agreement nor any of the rights, interests, or obligations is assignable without the prior written consent of the other party. Any attempt by Contractor to transfer or assign any rights or obligations related to the provision of services under this Agreement, without the prior written consent of the Treasurer, shall render this Agreement voidable by the Treasurer. The Treasurer may unilaterally bind any successor of the provider to the terms and conditions of any Agreement between the parties.

K. Services

Contractor shall not modify any service or the manner of providing such service under this Agreement without the prior written authorization of the Treasurer. Modification means any change to an existing service or the addition of a new service.

L. Access to Information

Upon request, the selected Contractor shall provide the Treasurer access to all files, records, participant email addresses, documents, and data pertaining to Bright Directions that are in its possession and control regardless of how that information is stored. The information shall be provided in a form acceptable to the Treasurer.

M. State Certifications/Disclosures

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

N. Right to Audit Books and Records

The Contractor and any service provider shall maintain, for a minimum of three (3) years after the termination of the Agreement, adequate books, records, and supporting documents related to the Agreement. These documents shall be available for review and audit by the Treasurer and the Illinois State Auditor General. The selected Contractor agrees to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all

relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the Treasurer for the recovery of any funds paid by the Treasurer under the underlying agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

O. Work Product

1. Ownership of Work Product

Except as otherwise agreed to in writing, all work product including, but not limited to, documents, reports, data, information, and ideas specially produced, developed or designed by you under any agreement for the Treasurer, whether preliminary or final, will become and remain the property of the Treasurer, including any copyright or service marks you developed on behalf of the Treasurer. The Treasurer shall have the right to use all such work product without restriction or limitation and without further compensation to you.

2. Return of Work Product

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

**Appendix A – Performance Standards
Bright Directions College Savings Contractor
RFP 370-200-17-008**

The Contractor shall meet the following performance standards in performing Recordkeeping and Customer Services.

1. Contractor's 529 call center will have at least 14 associates on staff at the time of the Bright Directions conversion, if any. Thereafter, the call center will maintain staff necessary to providing the agreed upon service level documented in this Appendix A. The number of associates required will be determined by a staffing algorithm that includes, but is not limited to call handle time, call volume, projected growth rates and service level.
2. Contractor shall ensure that at supervisory personnel are accessible during Call Center hours of operation.
3. In performing the Recordkeeping and Customer Services, Contractor shall meet the following standards:
 - a. Call Center Standards during business hours:
 - i. abandonment rate shall be less than 3%;
 - ii. at least 80% percent of phone calls shall be answered within twenty (20) seconds;
 - iii. at least 75% of calls shall be resolved on initial contact;
 - b. The Treasurer's Office must be notified within one Business Day of any correspondence or other communication from a legislator, government official or any other elected official.
 - c. E-mail must be acknowledged within four business hours of receipt.
 - d. 100% of requests for information or materials shall be fulfilled within three (3) Business Days.
 - e. 99% of all negotiable monetary transactions will be processed within one Business Day, and 99% of all non-monetary negotiable transactions will be processed within three Business Days, extraordinary volumes and events excluded. This standard applies to all requests, received by phone, phone-mail, email, fax, and mail.
 - f. Errors/rejects/omissions will be maintained at a level commensurate or better than our peer group.

- g. 99% of all account owner statements and confirmations will be mailed within the SEC mandated time frames (currently, one Business Day for confirmations and five Business Days for statements).
- h. Contractor shall maintain a 98% accuracy rate for transaction processing for request received in good negotiable order.
- i. Written Complaint Resolution:
 - i. 98 % shall be answered or acknowledged within one Business Day; and
 - ii. A complaint log for all Bright Directions-related complaints shall be maintained and made available upon request.
- j. Phone Complaints

Phone complaints will be addressed at the point of contact. Complaints and any the manner in which they are handled will be logged as agreed upon.

**Appendix B – Reporting Requirements
Bright Directions College Savings Contractor
RFP 370-200-17-008**

Report	Key Information	Frequency	Recipient(s)	Deadline
Data Snapshot	<ul style="list-style-type: none"> • Total Assets • Total Accounts • New Accounts • Initial Contributions • Total Subsequent Contributions • Total Contributions • Total Redemptions • Net Contributions (Net Flow) 	Monthly	Treasurer’s Office, Data Analytics Consultant	5 business days after month end
Monthly Detailed	<ul style="list-style-type: none"> • In addition to “Data Snapshot” • Account balance by Investment Track • Account Statistics & Demographics • In-state & Out of State Account and Asset Information • Portfolio Expenses • Underlying Investment Holdings for Portfolios • Contributions by Investment Track • Redemptions by Investment Track • Portfolio & Fund Performance • Market Performance • Underlying Investment Performance • Performance of Similarly Managed Mutual Funds • Marketing Expenditures • Marketing Performance Updates • Fulfilment Statistics • Client Complaints • Call Center & Website Statistics • Processing Summary 	Monthly	Treasurer’s Office	15 business days after month end

Report	Key Information	Frequency	Recipient(s)	Deadline
Quarterly Performance	<ul style="list-style-type: none"> • In addition to “Monthly Detailed” Overview • Executive Summary • Program Highlights • Program Asset & Account Growth by Quarter • YTD Comparison • YTY Comparison • Industry Comparison • Calendar Year Contributions • Quarter by Quarter Contributions • Calendar year Contributions • Calendar year Withdrawals • Calendar Year Net Flows • Roll-over Data (In/Out) • Withdrawal Activity • Employer Contribution Activity • Automatic Investment Plan Activity 	Quarterly	Treasurer’s Office, Investment Consultant, Data Analytics Consultant	15 business days after month end
Annual Performance	<ul style="list-style-type: none"> • In addition to “Quarterly Performance” Overview • Annual Executive Summary • Industry Comparison • Annual Marketing and Strategic Recommendations 	Annually	Treasurer’s Office, Investment Consultant, Data Analytics Consultant	With Q4 Report
Daily Account Activity File	<ul style="list-style-type: none"> • Daily Account information by Investment Election • Daily Total Contribution • Daily Initial Contribution • Daily Total Subsequent Contributions • Daily New Accounts • Daily Uncompleted Enrollment Forms 	Weekly	Treasurer’s Office	Every Friday
Plan Admin Fees	<ul style="list-style-type: none"> • Fund Number • Portfolio Fund Name • Previous Month Fund Balance • Current Month Fund Balance • Current Month Average Net Balance 	Monthly	Treasurer’s Office	5 business days after month end

Report	Key Information	Frequency	Recipient(s)	Deadline
	<ul style="list-style-type: none"> • Program Administrator Fee • State Administration Fee 			
Analytics Data File (Contributions, Withdrawals, Balances)	<ul style="list-style-type: none"> • Contributions • Withdrawals • Balances • Account Owner Information (Name, DOB, contact information, Account Nos., Account Holder ID Nos., Account Open/Close dates, Account Invest Plan designation, etc.) • Beneficiary Information (Name, DOB, contact information, Account Nos., etc.) 	Monthly	Treasurer's Office, Data Analytics Consultant	5 business days after month end
Supplemental Investment Data	<ul style="list-style-type: none"> • Market values • For options composed of multiple investment strategies, breakdowns of the values allocated to those underlying strategies • Total period contributions and withdrawals for each option. • Periodic investment income for each option • Number of account holders invested in each option • Underlying securities holdings by strategy • Gross of fees performance • Net of program management and administration fee option performance • Trading cost details • Minority, Women-Owned, Veteran-Owned, Disabled-Owned brokerage utilization for separate account strategies • Ave. time between investment changes • Trading Volume by option • Other reports requested by the investment consultant that are deemed reasonable 	Monthly	Treasurer's Office, Investment Consultant	5 business days after month end

**Appendix C – Cost Proposal Spreadsheet
Bright Directions College Savings Contractor
RFP 370-200-17-008**

Using this Appendix C, Respondent must provide all proposed fees for all services for Bright Directions as set forth below. Amounts, fees or charges not included in this Appendix C will not be considered and may result in disqualification of the proposal submitted. The Chief Procurement Officer and the Evaluation Committee will use the responses to this Appendix C as the basis for comparing and evaluating proposed costs.

1. Please complete the following chart to include all fees to be charged. Indicate whether fees differ according to the investment option. Include the fees we have listed, and add additional fees if proposed. Provide a written description and explanation of each fee if it is not self-explanatory.

Investment Options (please add additional tables as needed)	Program Management Fee	Underlying Investment Fee	Other Fees (specify)	Total Fee

2. Please indicate whether the fees you have specified above will be reduced as the asset base increases and provide the exact break-points for those fees. Also, indicate if any other fees will decrease as assets or accounts increase.
3. If you are proposing annual account fees, please specify any exceptions or waivers to the fees.
4. If you intend to include registered mutual funds, index funds, separately managed accounts or Exchange Traded Funds (ETFs) in the investments for the Plans, please provide the fund name, ticker, and fund expense ratio in a table as follows (complete for as many funds as applicable):

Fund	Ticker	Share Class	Fund Expense Ratio	Investment Option Included In	Additional Fund Expenses, if any

Fund	Ticker	Share Class	Fund Expense Ratio	Investment Option Included In	Additional Fund Expenses, if any

5. Identify any additional expenses or costs associated with your proposal to provide the services. Any expense or cost not identified in this Appendix C may not be considered. Note: If you are uncertain whether to provide cost proposals in terms of annual basis points for total assets under management or dollars per account, both formats should be provided.

6. We anticipate executing a five year Agreement with two one year renewals. Describe how your fees would change if the length of the contract were extended.

7. Indicate whether your proposal includes a “most favored nations” provision.

**Appendix D – Illinois State Treasurer Certifications
Bright Directions College Savings Contractor
RFP 370-200-17-008**

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 which 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"/> Corporation NOT providing or billing
(select | <input type="checkbox"/> (Corp.) |
| <input type="checkbox"/> medical and/or health care services | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Other: _____ | applicable tax classification.) |
| | <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/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
_____ |
| 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 _____