

Office of the Illinois State Treasurer

Michael W. Frerichs

Request for Proposals

E-Pay Accounts

Proposals due June 25, 2015 by 2 pm CT.

May 27, 2015

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

Office of the Illinois State Treasurer
Request for Proposals
E-Pay Accounts

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I. Overview

This is a Request for Proposal (“RFP”) regarding the Office of the Illinois State Treasurer’s (“Treasurer”) electronic payment processing program (“E-Pay”) and the bank accounts affiliated thereto. Due to the planned custodial transition of the public treasurer’s investment pool (“Illinois Funds”), the E-Pay accounts must also be transitioned to a new custodial bank. This RFP seeks a financial institution that can 1) provide E-Pay accounts where the funding of electronic payments can settle and 2) assign such accounts the current E-Pay routing number and account numbers (collectively, the “Project”). The Treasurer does not seek an electronic payment processor at this time.

Financial institutions that submit responses (“Respondents”) shall submit their responses to this RFP (“Proposals”) by 2 pm on June 25, 2015. The winning Respondent (“Contractor”) shall enter into a contract with the Treasurer (“Agreement”) for an initial term of four (4) years. Upon expiration of this term, the Treasurer shall have the option to renew the Agreement for additional periods, not to exceed a total of ten (10) years, including the initial four (4) years.

II. Background

This Section provides an explanation of the E-Pay program and the changes it will be undergoing.

A. What is E-Pay?

Authorized by Section 17 of the State Treasurer Act, 15 ILCS 505/17, the Treasurer administers a public treasurer’s investment pool (“Illinois Funds”) and, as a corollary, E-Pay. E-Pay is an electronic payment processing service made available only to units of Illinois government that invest in the Illinois Funds. Participants include, but are not limited to, county treasurers, circuit clerks, municipalities, colleges, and universities.

E-Pay provides Participants a safe and secure electronic payment program that allows a Participant’s customers (“Customers”) the ability to pay bills 24 hours a day, seven days a week. Participants may accept credit cards, bank cards, and electronic checks via the internet, over-the-phone through a telephone system (“IVR”) and over-the-counter (“OTC”). The Treasurer has approximately 800 State and local Participants with over 5,000 operating merchant identification numbers.

B. Current account structure

All E-Pay accounts are Illinois Funds accounts, making them investment accounts within the Illinois Funds. Currently, these accounts are allowed to initiate transactions via wire, automated clearing house (“ACH”), and check. However, the Treasurer is in the process of removing check writing capabilities from the E-Pay accounts and will be completed prior to the transition to the Contractor. As these accounts are currently Illinois Funds accounts, Participants do not receive

direct charges for the services. The costs are part of the overall custodian fee charged against the earnings of the Illinois Funds.

The average total balance of all E-Pay accounts over the past 18 months is nearly \$739,000,000.00. The total program processing volume funded to E-Pay accounts is approximately \$150,000,000.00 per month. During 2014, the monthly average chargeback volume against all accounts was approximately \$23,333 per month, and for 2015 year to date the average has been approximately \$37,750. There is an average of 5 overdraft accounts per month with no more than 12 per month over the past 12 months. Currently, there is no charge for overdrafts.

C. Transition of E-Pay

The Treasurer is currently coordinating a transition between custodians for the Illinois Funds. As a result of the transition, E-Pay will also require a new custodial bank. Currently, the E-Pay accounts are held on a Hogan platform. After the transition to a new bank custodian, the E-Pay accounts will be “transaction” accounts.

In order to provide Participants with an efficient transition, Participants must retain the current E-Pay American Bank Association (“ABA”) routing transit number and their current account numbers (“Account Numbers”). All E-Pay accounts currently have the same ABA routing transit number, which is 081225707 (“ABA Number”). At this time, only the Illinois Funds and E-Pay accounts utilize the ABA Number. However, after the transition to the Contractor, only E-Pay accounts will utilize the ABA Number.

E-Pay account numbers currently have a 10 or 12 digit format. The current Account Number structure is as follows:

E-Pay Account Numbers: 71391xxxxx, 15160xxxxxxx
43486xxxxx, 25160xxxxxxx

III. Scope of Work

With this RFP, the Treasurer seeks a Contractor that will obtain the ABA Number; provide Participants with E-Pay accounts bearing the ABA Number and Account Numbers; and, at the expiration of the Agreement, transfer the ABA Number and Account Numbers to a successor bank, selected by the Treasurer. Sections III.A through III.C are hereinafter referred to collectively as the “Work.”

A. Transition

The Contractor shall perform the following:

1. Obtain the ABA Number for the sole benefit of E-Pay;

2. Coordinate with the current E-Pay custodial bank and the Treasurer for a smooth transition of the E-Pay accounts;
3. Supply the current custodian with an image cash letter (ICL) or some other agreed upon settlement process for the Illinois Funds accounts for a specified period of time after the transition date; and
4. Upon termination of the Agreement, transfer the ABA Number and Account Numbers to a successor financial institution, selected by the Treasurer.

B. Accounts

The Contractor shall perform the following:

1. Provide Participants with E-Pay accounts, bearing the ABA Number and Account Numbers;
2. Provide adequate personnel to accommodate telephone inquiries, requests and technical issues from Participants and the Treasurer;
3. Provide a toll-free line for the exclusive use of Participants;
4. Send Participants deposit notifications by e-mail or facsimile on the day such deposit is made. Each notification will report the amount deposited, the account credited, the date of credit, and the date the funds are available;
5. Provide Participants electronic access to account information, specifically current and historical account detail with addenda information, the ability to print and export current and previous daily statements and monthly statements, and any other services Respondent can provide;
6. For E-Pay account balances over the FDIC limit,
 - a. pledge securities, acceptable to the Treasurer and held in a manner acceptable to the Participant, to ensure accounts are collateralized or
 - b. provide mutually acceptable sweep investment opportunities for end of day balances;
7. Give Participants the option to have fees invoiced or debited from the E-Pay account; and
8. Provide ACH Fraud Filters to protect the E-Pay accounts from unauthorized transactions.

C. Add-ons

The Contractor may perform the following:

1. Automatically transfer E-Pay account funds over a predetermined amount to an Illinois Funds account at U.S. Bank Fund Services every business day by 10:30 a.m. CT via a daily purchase through a TIP file to U.S. Bank Funds Services in conjunction with a single wire transfer of funds associated with the TIP file;

2. Provide Participants an earnings credit in their billing statement or account analysis, based on the average monthly collected balance in a Participant's account and offset the fees related to the account with such credit;
3. Charge Participants an administrative fee on behalf of the Treasurer and transfer the payments to the Treasurer;
4. Limit a Participant's E-Pay account to only receive credits and debits from the established credit card processors or such Participant's Illinois Funds account; and
5. Provide bank defined templates for wire transfer and ACH transactions from a Participant's E-Pay account to its respective Illinois Funds account.

IV. Proposal

This Section provides the required elements for Respondent's 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. Section I – In Section I, Respondent shall provide a brief two-page narrative, describing the general conceptual approach Respondent would take to perform the Project and any other information Respondent believes is relevant. Emphasis should be on clarity, brevity and completeness of response.
3. Section II – In Section II, Respondent shall list all of the Work set forth in Section III of this RFP and confirm or deny whether it can perform each item. Respondent's answers must include the headings (e.g. "Transition") and be numbered in the order provided in Section III of this RFP.
4. Section III – Section III shall contain Respondent's answers to the questions presented in Section IV.B of this RFP. Respondent must respond to all of the questions. Respondent's answers must include the headings (e.g. "E-Pay Accounts") and be numbered in the order provided in Section IV.B.
5. Section IV – Section IV shall provide a list of the subcontractor(s) Respondent will use for this Project, if any, and the general type of work to be performed by each subcontractor.

6. Section V - 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 VI – Section V shall provide Respondent’s price (“Cost Proposal”) in a separately sealed envelope and on a separate electronic storage device. The required elements of the Cost Proposal are provided in Section IV.C of this RFP.

Proposals must be submitted in a sealed envelope or package bearing the title “State Treasurer Request for Proposal for E-Pay Accounts” 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 three (3) electronic copies of the Proposal and three (3) separate electronic copies of the Cost Proposal. Each electronic Proposal copy and each electronic Cost Proposal copy shall be on a separate electronic storage device, such as a CD or thumb drive.

B. Questions to be addressed in the Proposal

E-Pay Accounts

1. If possible, how would Respondent limit a Participant’s E-Pay account to only receive credits and debits from the established credit card processors or such Participant’s Illinois Funds account?
2. Discuss the ACH Fraud Filters Respondent would provide Participants, including notification formats, and the timeframe in which Participants would be required to respond to such notifications;
3. If possible, how would Respondent charge Participants administration fees on behalf of the Treasurer and transfer the payments to the Treasurer;
4. How will Federal Deposit Insurance Corporation (“FDIC”) charges be handled, meaning will such charges be passed through to the Participants, covered by Respondent, etc.?
5. Discuss how Respondent intends to provide customer service to the Treasurer and Participants.
6. Please discuss the account information and account services Respondent can electronically provide Participants.
7. Provide a complete list of banking services Respondent can provide Participants.

Diversity

8. Please provide the percentage of Respondent’s staff who are female, minority, persons with disabilities, or military veterans.

9. Is the Respondent or its affiliates female, minority, persons with disabilities, or veteran owned or managed? For purposes of this RFP, “female, minority, persons with disabilities, or veteran owned or managed” shall mean being owned or managed by 51% or more of a combination of female, minority, persons with disabilities, or military veteran.
10. Using the definition provided above, what is the percentage of Respondent’s subcontractors for this Project, if any, that are female, minority, persons with disabilities, or veteran owned or managed?

Illinois Presence

11. Please describe what presence the Respondent has in the State of Illinois. Such “presence” can be demonstrated by the percentage of Respondent’s full-time employees or employees who spend more than half their time in Illinois and having physical offices or a principal place of business located in Illinois.
12. Using the definition provided above, what is the percentage of Respondent’s subcontractors for this Project, if any, that have an Illinois presence?

C. Cost Proposal

For the Cost Proposal, Respondent shall provide a list of proposed banking services and the cost for each service. Pricing should not be provided in a bundled format.

V. RFP Schedule and Process

This Section provides the process and schedule for this RFP.

A. RFP Schedule

The following is the schedule for this RFP:

Date	Event
May 27, 2015	RFP published on the Treasurer’s website.
June 2, 2015	Notice of intent to participate in the Bidder’s Conference due by 2 pm CT.
June 3, 2015	Mandatory Bidder’s Conference at 2 pm CT.
June 10, 2015	All Respondent questions due to the Chief Procurement Officer by 2 pm CT.
June 16, 2015	Responses to all Respondent questions posted on the Treasurer’s website by 4 pm CT.
June 25, 2015	Proposals due by 2 pm CT.

July 1, 2015	Interviews, if any, with final candidates.
July 21, 2015	If applicable, best and final offer due by 2 pm CT.
July 23, 2015	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 RFP prior to the submission of a Proposal. Respondents must submit their questions in writing by e-mail to the CPO by 2pm CT on June 10, 2015.

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

C. Mandatory Bidder’s Conference

If a Respondent intends to participate in the Bidder’s Conference, Respondent must e-mail the CPO notice of intent to participate by 2 pm CT on June 2, 2015. Participation by phone is acceptable. The Bidder’s Conference shall be on June 3, 2015 at 2 pm CT at the following address:

400 W. Monroe St., Suite 401
 Springfield, IL 62704

For Respondents who wish to participate in the Bidder’s Conference by phone, the dial-in information is as follows:

Phone number: 888.494.4032
 Password: 7753017055

D. Proposal Submission

All Proposals must be received by mail or messenger no later than 2 pm CT on June 25, 2015.

Proposals should be mailed or messengered to

Jim Underwood
Office of the Illinois State Treasurer
400 W. Monroe St., Suite 401
Springfield, IL 62704

E. RFP Process

1. RFP amendments

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

2. CPO may cancel the RFP

If the CPO determines it is in the State's best interest, he reserves the right to do any of the following:

- a. cancel this RFP;
- b. modify this RFP as needed; or
- c. reject any or all Proposals received in response to this RFP.

3. Respondents' costs

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

4. 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.

5. Modification of Proposal

A Respondent may submit an amended Proposal before the deadline for receipt of Proposal. Such amended Proposal must be a complete replacement for the previously submitted Proposal and must be clearly identified as such in the transmittal letter to the CPO.

6. Proposal is State property

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

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. Verbal communications

Any verbal communication from the Treasurer’s employees or its contractors concerning this RFP is not binding on the State, and shall in no way alter a specification, term or condition of this RFP.

VI. Evaluation Process and Criteria

This Section explains how the Treasurer will evaluate the Proposals.

A. Mandatory requirements

Failure to perform any of the following shall lead to Respondent’s automatic disqualification:

1. Submit Proposal and accompanying Cost Proposal by 2 pm on June 25, 2015;
2. In Respondent’s Proposal, provide all of the sections and the information required for each section as set forth in Section IV.A of this RFP;
3. Be able to assign Participants’ current Account Numbers to the new E-Pay accounts; and
4. Provide the Cost Proposal in a separately sealed envelope and on a separate electronic storage device.

B. Scoring

Evaluation Factor	Maximum Number of Points Possible
Ability to perform the Work	60
Work plan	20
Diversity	5
Illinois presence	5

Cost Proposal	10
TOTAL	100

C. Determining scores

The Treasurer’s employees will comprise the evaluation team (“Evaluation Team”). Each Evaluation Team member will independently review and score the Proposals. The scores will then be compiled and analyzed. The Evaluation Team reserves the right to waive minor technical irregularities.

1. Ability to perform the Work score

The Evaluation Team will evaluate the Respondent’s ability to perform the Work, based upon the answers Respondent provides in Section II of its Proposal. A Respondent will either receive 50 or 0 points, depending upon whether it can perform all of the mandatory items listed in Sections III.A through III.B of this RFP. A Respondent can receive up to 10 points for its ability to provide the preferred items listed in Section III.C of this RFP.

2. Work plan score

The Evaluation Team shall score the Respondent’s Work plan, based upon the narrative Respondent provides in Section I of its Proposal and the responses in Section III of its Proposal (responses to Section IV.B of this RFP). Higher scores will be awarded to the Respondents that best fit the needs of the E-Pay program.

3. Diversity score

Respondent’s diversity score will be scored based on the answers Respondent provides to the diversity questions in Section IV.B of this RFP. The Evaluation Team shall award a higher diversity score to Respondents that are female, minority, person with disabilities, or veteran owned or managed. Having a higher percentage of subcontractors that are female, minority, person with disabilities, or veteran owned or managed shall also result in higher scores.

4. Illinois presence score

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

5. Cost Proposal score

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

VII. Contract Terms and Conditions

The Contractor shall agree to each contractual provision set forth in this Section.

A. Contractual responsibility

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

B. Governing law

The Agreement shall be governed in all respects by the laws of the State of Illinois.

C. Record retention and 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.

D. Term of Agreement

The Agreement shall have a four (4) year term, unless terminated in accordance with the terms of the Agreement. The Treasurer shall have the option to renew the Agreement for additional periods, not to exceed a total term of ten (10) years, including the initial four (4) years.

E. Termination

1. Termination without cause

The Treasurer may elect to terminate the 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 language to the contrary, the 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; and
- 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. Confidentiality and security requirements

1. Confidential Information

All Confidential Information, as defined below, shall be held in strict confidence by the Contractor and shall not be disclosed to any third party. Confidential Information includes all

information but the following: (i) information already known or independently developed by the recipient; (ii) information required to be released by law; (iii) information in the public domain through no wrongful act of the recipient; and (iv) information received by the recipient from a third party who was free to disclose it (“Confidential Information”).

Any disclosure required to be made by applicable law shall not be made sooner (unless otherwise compelled or required by law or judicial process) than five (5) business days immediately following receipt by the Treasurer from the Contractor of written notice of such order, and such notice will include a copy of any relevant court or other order. In the event the Contractor is ordered to disclose Confidential Information, the Contractor shall afford the Treasurer a reasonable opportunity to participate and object to any such disclosure.

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.

G. Liability of Contractor

Contractor shall be liable to the Treasurer for actual and compensatory damages that are available to the Treasurer in law or remedies in equity.

H. Indemnification

The Contractor shall indemnify, defend and hold Treasurer, its officers, agent and employees, harmless from and against any and all liabilities, demands, claims, lawsuits, losses, damages, causes of action, fines, or judgments, including costs, attorneys' and witnesses' fees and expenses incident thereto, for all injuries, including but not limited to injuries to person and for loss of, damage to, or destruction of property due to the Contractor's negligent acts or omissions or willful misconduct of Contractor, its employees or its agents in connection with this RFP and subsequent Agreement.

I. Subcontractors

The Contractor must state whether the services of a subcontractor will be used. The contract must include the names and addresses of all subcontractors and the expected amount of money each will receive under the contract. The Contractor will be required to obtain written approval from the Treasurer prior to adding or changing subcontractors. Subcontractors will be required to complete the attached State Certifications and Disclosure Forms, found at as Appendices A, B, and C.

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.

J. Review

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

K. 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, designs, code, and ideas specially produced, developed, or designed by the Contractor under the Agreement, whether preliminary or final, (collectively, "Work Product") will become and remain the property of the Treasurer, including any copyright or service marks developed by the Contractor 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 the Contractor.

2. Return of Work Product

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

L. Services

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

M. Access to information

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

N. 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.

O. State Certifications/Disclosures

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

Appendix A

ILLINOIS STATE TREASURER CERTIFICATIONS

_____ (“CONTRACTOR”) makes the following certifications:

1.0 ANTI-BRIBERY.

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

2.0 BID-RIGGING/BID-ROTATING.

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

3.0 DRUG FREE WORKPLACE.

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

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

- a. Publishing a statement:
 - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace.
 - ii. Specifying the actions that will be taken against employees for violation of such prohibition.
 - iii. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - a. abide by the terms of the statement; and

- b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. CONTRACTOR's policy of maintaining a drug free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by Section (a) to each employee engaging in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the Treasurer's Office within ten (10) days after receiving notice under part (b) of paragraph (iii) of Section (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, an employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- f. Assisting employees in selecting a course of action in the event of drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

4.0 U.S. EXPORT ACT.

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

5.0 NON-DISCRIMINATION.

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

6.0 AMERICANS WITH DISABILITIES ACT.

CONTRACTOR certifies that it is in compliance with the Americans with Disabilities Act ("ADA") (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) prohibit

discrimination against persons with disabilities by the Treasurer, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving the Agreement, CONTRACTOR represents or certifies that services, programs and activities provided under the Agreement are and will continue to be in compliance with the ADA.

7.0 ILLINOIS HUMAN RIGHTS ACT.

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

8.0 FELONY.

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

9.0 FORMER EMPLOYMENT.

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

10.0 INDUCEMENT.

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

11.0 REVOLVING DOOR PROHIBITION.

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

12.0 REPORTING ANTICOMPETITIVE PRACTICES.

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

13.0 DISCRIMINATORY CLUB.

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

14.0 TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS OF CONTRACTOR.

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

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

15.0 LICENSE; AUTHORIZED BIDDER OR OFFEROR.

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

16.0 APPROPRIATION.

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

17.0 RECORDS RETENTION; RIGHT TO AUDIT.

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

18.0 CONFLICTS OF INTEREST.

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

19.0 LATE PAYMENTS.

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

20.0 LIABILITY.

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

21.0 DEBT DELINQUENCY.

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

22.0 EDUCATIONAL LOAN DEFAULT.

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

23.0 FORCE MAJEURE.

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

24.0 ANTITRUST ASSIGNMENT.

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

25.0 PROHIBITION OF GOODS FROM FORCED LABOR.

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

26.0 PROHIBITION OF GOODS FROM CHILD LABOR.

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

27.0 SARBANES-OXLEY ACT AND ILLINOIS SECURITIES LAW.

CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under section 50-10.5 of the Illinois Procurement Code (30 ILCS 500). Section 50-

10.5, amongst other things, prohibits a contractor from bidding or entering into a contract or subcontract with the Treasurer's Office if the contractor or any officer, director, partner, or other managerial agent of the contractor has been convicted in the last 5 years of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if the contractor is in violation of Subsection (e). CONTRACTOR further acknowledges that the Treasurer's Office may declare the agreement void if this certification is false or if CONTRACTOR is determined to have been convicted of a felony under the Illinois Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 during the term of the agreement.

28.0 DISPUTES.

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

29.0 THIRD PARTY PAYMENTS.

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

30.0 MOST FAVORABLE TERMS.

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

31.0 BOARD OF ELECTIONS REGISTRATION.

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

(or)

_____ The CONTRACTOR certifies that they **have registered** as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to the Illinois Procurement Code (30 ILCS 500/20-160). Further, the CONTRACTOR acknowledges that all contracts or subcontracts between State agencies and a business entity that

do not comply with this Section shall be voidable under Section 50-60 of the Illinois Procurement Code (30 ILCS 500/50-60).

32.0 COLLECTION AND REMITTANCE OF ILLINOIS USE TAX.

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

33.0 ENVIRONMENTAL PROTECTION ACT VIOLATIONS.

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

34.0 LEAD POISONING PREVENTION ACT VIOLATIONS.

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

35.0 BOND ISSUANCES.

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

36.0 POLITICAL CONTRIBUTIONS.

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

37.0 LOBBYING RESTRICTIONS.

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

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

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

- (1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- (2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

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

CONTRACTOR

By:

Signature

Name

Title

Date

Appendix B

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

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

Contractor/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 | Yes
_____ | No
_____ |

the Secretary of State or the Federal Board of Elections.

- | | | | |
|----|--|--------------|-------------|
| j. | Relationship to anyone; spouse, father, mother, son, or daughter, who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. | Yes
_____ | No
_____ |
|----|--|--------------|-------------|

This disclosure is submitted on behalf of

(Name of Contractor/Offeror)

Official authorized to sign on behalf of Contractor/Offeror:

Name (printed) _____ Title _____

Signature _____ Date _____

Appendix C

**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 _____