



OFFICE OF THE ILLINOIS STATE TREASURER
MICHAEL W. FRERICHS

Invitation for Bid
Moving Services
370-800-20-010

May 20, 2020

Bids due by 2:00 p.m. CT on June 26, 2020

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

Office of the Illinois State Treasurer
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TABLE OF CONTENTS

I. OVERVIEW 3

II. BACKGROUND 3

III. SCOPE OF SERVICES..... 3

IV. CONTENTS OF BID 6

V. IFB PROCESS AND SCHEDULE..... 7

VI. CONTRACTUAL TERMS 9

Appendix A Illinois State Treasurer Certifications, Disclosures Financial Interest and Potential Conflicts of Interest (Disclosure Form A), and Disclosures Other Contract and Procurement Related Information (Disclosure Form B)

I. OVERVIEW

The Office of the Illinois State Treasurer (“Treasurer”) is issuing this Invitation for Bids Moving Services (“IFB”) for moving services from its Springfield, Illinois offices located 400 W. Monroe and One West Old State Capitol Plaza to, largely, One East Old State Capitol Plaza, Springfield, Illinois (“Chase Building”). Respondents must submit their bids (“Bid”) by 2:00 p.m. CT on June 26, 2020. The Treasurer intends to select the lowest bid submitted by a responsible and responsive Respondent. The successful Respondent (“Contractor”) shall enter into a contract with the Treasurer (“Agreement”) for an initial term of one (1) year. Upon expiration of this term, the Treasurer may elect to extend the Agreement for a period of time agreed upon by the parties, not to exceed a total of three (3) years, including the initial one (1) year.

II. BACKGROUND

The Treasurer occupies offices on the third, fourth, and basement floors of the Illinois Business Center located at 400 W. Monroe, Springfield, Illinois (“Monroe Office”). The Monroe Office houses the majority of the Treasurer’s employees. The Monroe Office is secured and has 24-hour surveillance. Office hours vary by division and position but typically range between 7:00 a.m. and 5:30 p.m. CT, Monday through Friday. Currently, the Treasurer operates a large print shop in the basement.

The Treasurer also occupies an office on the fourth floor of the Myers Building located at One West Old State Capitol Plaza, Springfield, Illinois (“Myers Office”).

Finally, the Treasurer has some items in an off-site storage area.

Later this year, the Treasurer anticipates moving to, and consolidating office space in, the Chase Building.

III. SCOPE OF SERVICES

The Contractor will provide the following services (“Services”):

- A. Work with at least one move coordinator (“Coordinator”), which will be Treasurer staff designated by the Treasurer, to plan all aspects of any move from the Monroe Office or the Myers Office to the Chase Building (each a “Move”). The Coordinator will communicate the Treasurer’s requests and preferences directly to the Contractor;
- B. Be available for Services Sunday through Saturday, from 7:00 a.m. to 11:00 p.m., based on a specific moving schedule to be defined by the Treasurer;
- C. Comply with all reasonable timeline requests and work with the Coordinator to achieve all Move -related goals;

- D. Move personal items, which the Treasurer will require its employees to pack, in desks or filing cabinets, or, if small, as standalone personal property;
- E. Provide all labor, materials, and equipment necessary to provide the Services including, but not limited to the following: labels, tags, bubble wrap, blanket wraps, packing cartons, totes, tape, drivers, movers, supervisors, trucks, and equipment carts;
- F. Coordinate with the Treasurer to ensure any and all electronic equipment is packaged and transported in a manner that is recommended by manufacturers, and in accordance with moving industry best practices and any special requests by the Coordinator due to the sensitive nature of the equipment;
- G. Complete a condition report of all items moved both before and after a Move. Every precaution shall be taken to protect all items from damage and theft. All items shall be insured at 100% of replacement cost. Any item the Contractor deems damaged prior to the Move shall be documented. Both the Contractor and the Coordinator shall sign off on the report of condition before and after the Move. If damage is noted after a Move, and not previously documented, the Contractor will be responsible;
- H. Assume responsibility and liability for taking precautions with regard to floors, thresholds, walls, doors, doorframes, brass railings, sprinkler systems and elevators. Protective materials to be used shall include, but not be limited to the following: padding, tempered hardboard, butcher paper and cardboard. The Contractor will complete a building condition report with the Coordinator before and after a Move. The Contractor is responsible for all damage identified after the Move. The Contractor shall use service/freight elevators whenever possible;
- I. Adhere to any and all hours of operation regarding a Move. Contractor may obtain such information before a Move from the Coordinator;
- J. Comply with any guidelines, rules, and regulations regarding equipment, furniture or fixtures, including without limitation maximum elevator weights and door clearances;
- K. In the instance of a disposal request of items during a Move, work with the Coordinator to identify appropriate services, whether surplus, recycling or actual disposal according to all applicable local, State, and Federal laws, codes, regulations, etc. The Contractor may bill the Treasurer "at cost" for such additional Services, if appropriate. If an item exhibits a State property tag, it must be accounted for in inventory by the Treasurer and forwarded to State Surplus, and the Contractor must therefore note for the Treasurer any such State property tags it locates on items;
- L. Coordinate, as necessary and requested by the Treasurer, with electricians and/or carpenters to facilitate a Move (e.g., disassembling and reassembling cubicles and desks);

- M. Inform the Coordinator of any inclement weather that will delay or otherwise affect a Move. At its own expense, Coordinator shall immediately secure and protect all affected items, vehicles, people and buildings in the event of inclement weather. Resume moving activities as soon as possible and complete the Move in a time and manner to be decided by the Coordinator;
- N. Accompany the Coordinator, Chief Operating Officer and/or Director of Operations on a walk-through of the receiving location in order to ensure that every item is in its designated place, with such designated places identified by the Treasurer before the Move;
- O. Attend any meeting related to a Move that the Coordinator deems necessary;
- P. Perform background checks on employees assigned by Contractor to the Move, providing there is nothing to cause concern with an employee handling valuables and sensitive materials and ensuring Contractor is bonded. The Treasurer reserves the right to require a Contractor employee, or anyone else retained by Contractor to provide Services to undergo an Illinois State Police criminal background check, at the expense of the Contractor;
- Q. Ensure Contractor employees wear some sort of identifying apparel during any moving activities (e.g. t-shirts, polos, or lanyard badges) as well as any needed protective gear (e.g. masks, gloves);
- R. Provide sufficient supervisors, with the number and staff subject to Treasurer approval, present to oversee Services;
- S. Provide list of all Contractor employees assigned to the Move to the Coordinator five (5) business days prior to a Move;
- T. Assume responsibility and liability for maintaining confidentiality of any sensitive documents or materials Contractor may encounter while providing the Services;
- U. Ensure proper licensing in accordance with all applicable local, State and Federal laws, rules and regulations, etc.;
- V. Provide proof of adequate insurance;
- W. Ensure all Contractor drivers must have sufficient licensing for vehicle transport according to State and Federal guidelines; and
- X. Maintain a place of business no more than twenty (20) miles from the Chase Building, as measured by the Treasurer using an online web mapping service such as Google Maps, to ensure an ease of in-person communication and reliability.

IV. CONTENTS OF BID

Bids must be submitted in a sealed envelope or package bearing the title “Office of the Illinois State Treasurer Moving Services 370-800-20-010.” The package must include one original and five (5) copies of the Bid. The package must also include three (3) separate electronic copies of the Bid. Each electronic copy shall be on a separate thumb drive.

Respondent’s Bid 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 Bid. Such person(s) must be authorized to make representations on behalf of the Respondent.
2. Scope of Work – Respondent shall identify any Service it is unwilling or unable to provide and explain why. Respondent shall also explain how Services it meets will meet the overall needs specified herein.
3. Cost – Respondent shall provide one total, lump sum cost for the Services; however, please also show a breakdown of relevant costs by hour, item or otherwise as the Respondent determines based on the Services. Contractor will ultimately be responsible for parking and other costs which may be associated with the Services.
4. Statement – Respondent shall provide a statement indicating that, with the Bid submission, Respondent a) understands that it is making an offer to the Treasurer that is binding from the due date for bids through 180 days thereafter and b) acknowledges agreement to the contractual provisions set forth in Section VI of this IFB.
5. Proof of Bond – Respondent shall provide a copy of their surety bond.
6. Subcontractors – Respondent shall provide a list of the subcontractor(s) Respondent will use for the Services, if any, and the general type of work to be performed by each subcontractor.
7. 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).
8. Redacted Copy – If the Bid contains any information that Respondent considers to be exempt from public disclosure under the Illinois Freedom of Information Act (“FOIA”) (5 ILCS 140) or other applicable laws and rules, Respondent should

submit in a separately sealed envelope an additional copy of the Bid with proposed confidential information redacted, as detailed in Section V.D.9 of this IFB (“Redacted Copy”).

V. IFB PROCESS AND SCHEDULE

This Section outlines the process and schedule associated with this IFB.

A. Schedule

The following is the schedule for this IFB:

Date	Event
May 20, 2020	IFB published on the Treasurer’s website.
May 27, 2020	Deadline to schedule an optional walk-through of sites.
June 12, 2020	Deadline, at 5:00 pm CT, for Respondents to complete an optional walk-through of sites
June 17, 2020	All Respondent questions due by 2:00 pm CT.
June 19, 2020	Responses to all questions posted on the Treasurer’s website.
June 26, 2020	Bids due at 2:00 pm CT.
Week of June 29, 2020	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 IFB.

Respondents should submit questions about the intent or content of this IFB and request clarification of any and all procedures used for this procurement prior to the submission of a Bid. Respondents must submit their questions via e-mail to the CPO at moldani@illinoistreasurer.gov by 2:00 p.m. CT on June 17, 2020.

C. Bid Submittal

All Bids must be submitted by mail or messenger to the following address, and received at the below address no later than 2:00 p.m. CT on June 26, 2020.

Ms. Maria Oldani
Chief Procurement Officer
Office of the Illinois State Treasurer
One East Old State Capitol Plaza
Springfield, IL 62704

D. IFB Process

1. Questions about this IFB
Respondents should submit questions about the intent or content of this IFB and request clarification of any and all procedures used for this procurement prior to the submission of a response. Respondents must prepare their questions in writing and send them by e-mail to the CPO.
2. Internet/E-mail Communications
The Treasurer may also communicate with Respondents via e-mail. Each Respondent should provide an e-mail address with its response for ease of communication throughout this IFB process.
3. Verbal Communications
Any verbal communication from the Treasurer's employees or its contractors concerning this IFB is not binding on the Treasurer, and shall in no way alter a specification, term, or condition of this IFB.
4. Amendment
If it is necessary to amend this IFB, the Treasurer will post amendments on the Treasurer's website.
5. Respondent's Costs
The cost of developing a response to this IFB is each Respondent's responsibility and may not be charged to the Treasurer.
6. Withdrawal/Modification of Bid
Respondent may withdraw or modify its Bid at any time prior to the deadline for receipt of Bids. For withdrawals, the Respondent must submit a written withdrawal request, addressed to the CPO and signed by the Respondent's duly authorized representative. In order to modify a bid, the amended Bid must be a complete replacement for the previously submitted Bid and must be clearly identified as such in the transmittal letter to the CPO.
7. Bid is an Offer
A Bid submitted in response to this IFB is a binding offer valid for 180 days after the due date for Bids.

8. Response to IFB is State Property

On the response due date all Bids and related material submitted in response to this IFB become the property of the State of Illinois.

9. Bid is Part of a Public Procurement File

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

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

10. CPO May Cancel the IFB

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

- a. Cancel this IFB;
- b. Modify this IFB in writing as needed; or
- c. Reject any or all bids received for this IFB.

11. Additional Information

The Treasurer reserves the right to request additional information and to meet with Respondents to discuss their Bids.

VI. CONTRACTUAL TERMS

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

A. Contractual Responsibility

If chosen to provide the Services under this IFB, the Contractor will be contractually responsible for all goods and services provided. Contractor shall at all times provide goods and services in a commercially reasonable manner.

B. Governing Law

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

C. Term of Agreement

The term of the Agreement shall be one (1) year, unless terminated in accordance with the terms of the Agreement. The Treasurer may with the consent of the Contractor, elect to extend the Agreement for additional periods, not to exceed a total term of three (3) years, including the initial one (1) year.

D. Termination

1. Termination without Cause

The Treasurer may elect to terminate the Agreement at any time upon thirty (30) days' notice. Upon termination, the Treasurer will pay for work satisfactorily completed prior to the date of termination as determined by the Treasurer in a reasonable manner.

2. Termination for Cause

The Agreement may be terminated by the Treasurer under any of the following circumstances:

- a. Contractor fails to furnish satisfactory performance within the time specified;
- b. Contractor fails to perform any of the provisions of the Agreement or so fails to make progress so as to endanger the performance of the Agreement in accordance with its terms;
- c. Any goods or services provided under the Agreement are rejected and are not promptly replaced or corrected by the Contractor or repeatedly rejected even though Contractor offers to replace or correct the goods or services promptly;
- d. There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means were used to obtain the Agreement;

- e. Contractor is guilty of misrepresentation in connection with another contract for goods or services to the State;
- f. Contractor is adjudged bankrupt or enters into a general assignment for the benefit of its creditors or receivership due to insolvency;
- g. Change in federal or State law or rules, or the Contractor's, or Treasurer's policies that would frustrate the purpose of the Agreement;
- h. Contractor disregards or violates any applicable laws, rules, or the Treasurer' instructions, acts in violation of any provision of the Agreement, or the agreement conflicts with any statutory or constitutional provision of the State of Illinois or the United States; or
- i. 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, 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 amount paid to Contractor as compensation under the Agreement during any period Contractor fails to perform with reasonable care any of its obligations under the Agreement.

E. Work Product

1. Ownership of work product.
Except as otherwise agreed to in writing, all work product including, but not limited to, documents, reports, data, information, and ideas specially produced, developed, or designed by the Contractor pursuant to the Agreement, including any copyright or service marks developed on behalf of the Treasurer, whether preliminary or final, (collectively, the "Work Product") will become and remain the property of the Treasurer. The Treasurer shall have the right to use all such Work Product without restriction or limitation and without further compensation to the Contractor.
2. Return of Work Product
Within thirty (30) days after expiration or termination of the Agreement, the Contractor shall deliver to Treasurer, or to a third party, if so instructed by the Treasurer, all Work Product in Contractor's possession in the performance of the

Agreement. If requested by the Treasurer, the Contractor shall certify in writing that all such Work Product has been delivered to the Treasurer.

F. State Furnished Property

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

G. Internal Controls

If applicable and upon request, the Contractor shall provide the Treasurer with a copy of the most recent Annual Report or Form 10-K of itself or its holding company and its most recent SSAE 16 report, both of which shall include the attestation of the company's independent registered accounting firm regarding the company's internal control over financial reporting.

H. Back-up Facilities

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

I. Liability

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

J. Indemnification

Contractor shall indemnify and hold the Treasurer harmless from and against any and all losses, including but not limited to, any liabilities; demands; claims; lawsuits; damages; causes of action; settlements; judgments, including costs, attorneys' and witnesses' fees and expenses incident thereto; or fines, any of which arise out of or relate to violation of applicable law, breach of the Agreement, the negligent acts or omissions, or willful misconduct by Contractor, its employees, or agents. Contractor has a duty to select, with due diligence, all other entities that shall be necessary to implement the Agreement. Contractor shall establish and enforce reasonable procedures to assure the Treasurer of the performance by all other entities of the services necessary to implement this Agreement.

K. Subcontractors

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

L. Record Retention and Audit

Contractor and subcontractors, if any, shall maintain adequate books, records, and supporting documents related to the Agreement, including those necessary to support amounts charged to the State under the Agreement, for a minimum of three (3) years from the last action on the Agreement or after termination of the Agreement, whichever is longer. The Contractor and subcontractors agree to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all requested materials. If any litigation or claim involving the Agreement has been filed or any audit commenced before the expiration of the three (3) year period, the Contractor shall maintain the records required by this Section 1) in the case of any litigation or claim, until completion of the action and resolution of all issues that arise from it or until the end of the three (3) year period, whichever is later and 2) in the case of any audit, until completion of the audit or until the end of the three (3) year period, whichever is later. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of the Treasurer for the recovery of any funds paid by the Treasurer under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

M. Confidentiality

This Section shall survive the termination of the Agreement.

1. Confidential Information

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

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

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

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

3. Protection of Confidential Information

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

4. Privacy Policy

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 Performance of the Agreement 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.

N. Successor and Assignment

Each term and provision of the Agreement is binding and enforceable against and inures to the benefit of any successors of the Treasurer and any successors of Contractor, but neither the Agreement nor any of the rights or obligations under the Agreement may be transferred or assigned without the Treasurer's prior written consent of the Treasurer shall render the Agreement voidable by the Treasurer. The Treasurer may unilaterally bind any successor of the Contractor to the terms and conditions of the Agreement.

O. Certifications

The Contractor shall certify the following:

1. That the Contractor has the full legal right, power, and authority to execute and deliver the Agreement and to perform its obligations pursuant to the Agreement with no other corporate action on the part of the Contractor or its stockholders being necessary, and that the Agreement has been duly and validly executed and delivered by the Contractor, thereby constituting a legal, valid, and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms;
2. That the execution and delivery by the Contractor of the Agreement, the performance by Contractor of its duties and obligations thereunder, and the consummation of the transactions contemplated do not result in any of the following:
 - a. Conflict with or result in a violation or breach of any of the terms, conditions, or provisions of the charter or by-laws of Contractor;

- b. Conflict with or result in a violation or breach of any term or provision of (a) any law, rule, regulation, judgment, decree, order, or injunction applicable to the Contractor or any of its assets and properties or (b) any agreement binding on or affecting the Contractor or any of its properties; or
 - c. Conflict with or result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default under any material agreement to which the Contractor is a party, or any material obligation or responsibility which the Contractor has to any third party.
 3. That there is no action, suit, investigation, or proceeding pending or, to the best knowledge of the Contractor, threatened against the Contractor before any court, arbitrator, or administrative or governmental body that might result in any material adverse change in the operations of the Contractor or which might materially and adversely affect the ability of the Contractor to provide the goods or perform the services or otherwise comply with its obligations under the Agreement.

P. Review

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

Q. Severability

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

R. Access to Information

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

S. Change of Law or Policy

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

T. State Certifications/Disclosures

The Agreement shall incorporate Contractor's fully executed State Certifications and

Disclosure Forms, a copy of which is attached hereto as Appendix B.

U. No Recourse

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

V. Sovereign Immunity

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