



OFFICE OF THE ILLINOIS STATE TREASURER
MICHAEL W. FRERICHS

Request for Proposals
Marketing Services
370-800-17-004

May 26, 2017

Proposals due by 2:00 p.m. CT on June 29, 2017

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

Office of the Illinois State Treasurer
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I. OVERVIEW

The Office of the Illinois State Treasurer (“Treasurer”) is issuing this Request for Proposals (“RFP”) for creative and marketing services, specifically the design and implementation of a strategic outreach plan as well as the development and production of creative materials for the programs and initiatives of the Treasurer. The Treasurer seeks to increase participation in the important programs it makes available to Illinois families and to promote its various efforts to make college more affordable, level the playing field, and protect consumers. While the Treasurer has, in the past, marketed individual programs, the Treasurer now seeks to coordinate marketing efforts across all of its programs and initiatives as well as across all media platforms to better ensure consistent messages and interactions between the Treasurer and Illinoisans. Firms that submit responses (“Respondents”) shall submit their responses to this RFP (“Proposals”) by 2:00 p.m. CT on June 29, 2017.

The winning Respondent (“Contractor”) must have expertise and experience in the following areas: developing branding and creative content for Public Service Announcements (“PSAs”); running advertising campaigns for television, radio, digital and print publications; and assisting with the management of paid and earned media events and other types of public-facing marketing efforts. The Contractor shall also be responsible for the purchase of air time with television, radio, and online services to run advertising materials. Other responsibilities include producing and timely distributing materials through traditional (print, television, and radio) and digital (website/social media platforms) media prior to each campaign.

The Contractor must also be available for telephone conferencing and travel throughout Illinois. The Contractor must be authorized to do business in Illinois. At the time the Contractor submits its Proposal, or prior to that time, if required by law, the Contractor must have all required experience, facilities, equipment, and trained personnel necessary to perform the work specified in this RFP. Finally, the Contractor must have a minimum of five (5) years of experience performing the services being sought by this RFP.

The Contractor shall enter into a contract with the Treasurer (“Agreement”) for an initial term of two (2) years. Upon expiration of this term, the Treasurer may elect to extend the Agreement for a period of time agreed upon by the parties, not to exceed a total of ten (10) years, including the initial two (2) years.

II. BACKGROUND

This Section provides background for the RFP.

A. The Treasurer’s Programs

The Treasurer is responsible for managing multiple financial programs and services for which the Treasurer is consistently seeking to generate awareness, mostly through earned media opportunities. The following is a list and brief description of several of the Treasurer’s programs:

1. I-Cash

The Treasurer is the custodian of unclaimed property, which includes items such as lost bank accounts, insurance policy proceeds, and forgotten safe deposit boxes. Items are surrendered after private entities tried for at least five years to locate the owners. Because thousands of items are surrendered each year, residents should check the I-Cash database every six months. Businesses, non-profits, and units of local government also can have unclaimed property to claim from the database.

2. College Savings

The Treasurer is the trustee of the State of Illinois' 529 college savings plans: Bright Start and Bright Directions. The plans are "qualified tuition programs" under Section 529 of the Internal Revenue Code. Contributions to Bright Start and Bright Directions grow on a tax-deferred basis while in the plan and can be withdrawn tax-free for qualified higher education expenses. Qualified higher education expenses include: tuition, fees, books, supplies, room and board (if enrolled at least half time), and computers.

3. Achieving a Better Life Experience ("ABLE")

ABLE is a federally tax-advantaged savings program that allows individuals to save for disability-related expenses without jeopardizing their federal disability benefits. Similar to the College Savings programs, ABLE allows money to be set aside and invested to grow tax-free. To qualify for an ABLE account, the account owner must be disabled (i.e., entitled to benefits based on blindness or disability under Title II or XVI of the Social Security Act, or have a "disability certification" filed with the Treasury Secretary) and have developed the before the age of 26.

4. Secure Choice

The Secure Choice Program ("Secure Choice") is a retirement savings program that provides private sector employees with a convenient and low-cost way to save for retirement. The Illinois Secure Choice Savings Program Act, 820 ILCS 80/1 *et seq.*, requires businesses with at least 25 employees, that have been in business for two or more years, and who do not currently provide a qualified savings plan, to automatically enroll their employees into Secure Choice. However, employees may opt-out of the program.

5. Ag Invest

The Illinois agriculture industry employs one in four people, either directly or indirectly. For over 32 years, the Treasurer has been providing opportunities for Illinois farmers through the Ag Invest program. Through this program, the Treasurer partners with approved financial institutions to provide qualified farmers and agriculture professionals below-market rate loans to start, expand, or add value to their farm operations. By offering reduced interest rate loans, the Treasurer aims to lower the overall cost of improving a farm or value added business. The loans provided by the financial institution

can be used for the purchase of farm equipment, purchase of land, construction-related expenses, or other costs related to conventional, sustainable, or value added farming.

6. E-Pay

E-Pay is a full-service electronic payment program specifically designed for units of State and local government in Illinois so they can quickly and securely receive monies through convenient, customizable payment channels. Over 800 units of State and local government, such as cities, villages, and school and park districts, have adopted E-Pay since it was created in 2002.

7. The Illinois Funds

The Illinois Funds is a Local Government Investment Pool operated by the Treasurer to provide units of State and local government with a safe, liquid, and competitive investment alternative, pursuant to Section 17 of the State Treasurer Act (15 ILCS 505). Over 2,200 units of State and local government have voluntarily participated in the pool since it was created in 1975. The Illinois Funds allows government agencies to use the Treasurer's resources to safely invest their funds while enjoying the economies of scale available from a \$4-6 billion pooled fund investment portfolio. The Illinois Funds' investment objectives are the following, in order of priority: (1) safety of principal; (2) maintaining sufficient liquidity to ensure that investors have immediate access to funds; and (3) providing a competitive rate of return relative to comparable investment options.

8. Charitable Trust

The Charitable Trust Stabilization Fund was created in 2007 to help small non-profits across Illinois. Money for the fund comes from the filing fees the not-for-profit organizations pay to incorporate with the State of Illinois. The program is funded by non-profits and exists to help non-profits. The Treasurer was given authority to administer the program in 2011, and since taking office in 2015, the Treasurer has been committed to making this long dormant program operational and successful. The Treasurer works with an eleven-member board that oversees the management and guidelines of the fund. The board is made up of appointees from state government agencies and private citizens. The Charitable Trust Stabilization Fund is intended to help small non-profits with annual budgets of \$1 million or less. For the calendar year of 2017, the Charitable Trust Stabilization Fund will focus grant-making in three categories: Food Programs, Housing, and Workforce Development.

B. Program Managers and Marketing Firm Subcontractors

The College Savings, ABLE, E-Pay and Secure Choice programs currently have or will have contracted with program managers that sub-contract with other marketing firms. More information about these and other programs are available at www.illinoistreasurer.gov and http://illinoistreasurer.gov/Office_of_the_Treasurer/Media_Center/program_flyers.

C. Example: I-Cash Past and Current Marketing Strategies

Spanning multiple administrations, there has been an emphasis on advertising the Treasurer's I-Cash program. The I-Cash program helps tens of thousands of people each year discover and claim funds from old bank accounts, uncashed paychecks, unpaid life insurance benefits and

other unclaimed property. The Treasurer is safeguarding approximately \$2.8 billion in cash and property belonging to Illinois residents. Through community events, earned media coverage, word-of-mouth, and newspaper legal notices – and more recently direct mail, digital, radio and outdoor advertising – the I-Cash program has been the Treasurer’s most popular and publicized program. In the past year, the Treasurer has made it a priority to visit more communities across the state to encourage residents to search the I-Cash database on site and earn news media coverage to further promote the program with a goal of returning cash and property to the Illinoisans. Additionally, the Treasurer is participating in telethons throughout the state to further raise awareness. These efforts led the program, for the first time in a single fiscal year, to reunite Illinois residents with cash and stock worth more than \$155 million.

With \$2.8 billion in unclaimed property, one in four Illinois adults who search the I-Cash database discovers property to claim, and the average claim is \$2,900. Over 200,000 claims are initiated each year, and between 50,000 and 70,000 claims are paid annually. In short, the I-Cash program offers a target-rich marketing environment that significantly benefits Illinoisans.

The Treasurer also publishes newspaper notices to notify the public of unclaimed property, titled “Notice of Names of Persons Appearing to be Owners of Abandoned Property.” With regard to such notices, the Treasurer is seeking additional ideas for specifically targeting marketing toward individuals with unclaimed property in order to increase claims, as well as strategies for retaining names and other identifying information to assist individuals filing online claims.

Prior Marketing Efforts

In the past, the Treasurer has promoted the I-Cash program using the following tactics:

1. *Digital and radio advertising:* The primary medium for mass-marketing of the I-Cash program historically has been through radio, with increasing emphasis on digital advertising since the primary portal for reclaiming property is via the Treasurer’s website, www.IllinoisTreasurer.gov/ICASH. Through the Treasurer’s Public Affairs Office, radio advertising delivered approximately 27 million impressions at a Cost per Thousand (“CPM”) of approximately \$14, and digital advertising delivered approximately 41 million impressions at a click-through rate (“CTR”) of .51% and cost-per-click (“CPC”) of \$2 in 2015.
2. *Outdoor advertising:* in recent years, the I-Cash program has been advertised through billboard ads and signage on mass transit. Through the Public Affairs Office, mass transit signage delivered approximately 49 million impressions at a CPM of \$2 in 2015.
3. *Community Events:* The Treasurer’s Civic Engagement division (“Civic Engagement”) has attended or hosted hundreds of outreach events with Illinois nonprofits and government agencies to help attendees discover what belongs to them. Civic Engagement conducts I-Cash searches at veterans’ fairs, health and wellness fairs, public libraries, government offices, county fairs, expos, chambers of commerce meetings, and places of worship.
4. *Auction and Telethons:* The Treasurer also conducts live and online auctions throughout the year for property that has been unclaimed and in the Treasurer’s possession for five

years. Telethons are also held at television stations throughout the state to further raise awareness about the I-Cash program and help Illinoisans claim lost property.

5. *Social Media*: Since 2015, the Treasurer has increased the use of social media via Twitter, Facebook and YouTube to publicize the I-Cash program, upcoming events, and personal stories of Illinoisans who were reunited with their unclaimed property. The social media platforms also highlight various other office programs.
6. *Publication of Unclaimed Property Owners' Names (I-Cash)*: Twice per year, the Treasurer is required to publish the names of people whose property has been transferred to the Treasurer since the previous publication. Illinois law requires each name be printed in an English language newspaper in general circulation in the county of the owner's reported address in accordance with Section 12 of the Uniform Disposition of Unclaimed Property Act (765 ILCS 1025).
7. *Direct Mail*: The Unclaimed Property Division currently sends notices to individual owners whose names are required to be published in accordance with Section 12 of the Uniform Disposition of Unclaimed Property Act via first class mail twice per year, prior to publication.
8. *External Partnerships*: When possible, the Public Affairs Office partners with other units of government and nonprofit organizations to encourage individuals to search the I-Cash database. In addition to newsletter articles, emails, website posts, past efforts have included data-sharing agreements with other government entities who have then engaged in mini-direct marketing campaigns.
9. *General Media Coverage*: The Treasurer has actively engaged media across the State to publicize I-Cash, explain the importance of the program and reveal details about the auctions of various unclaimed property items.

Challenges in Marketing Initiatives

As outlined in the background section above, the I-Cash program has evolved. Additionally, there is significant disparity when it comes to marketing efforts with the Treasurer's other programs. The Treasurer oversees several important programs that provide tools to help Illinoisans succeed, but successful marketing efforts are key to ensure the public knows that these programs exist. Some of the following challenges have influenced this fragmented approach:

1. *Expensive Media Market* – The Illinois market is an expensive one; therefore we are looking for innovative and cost effective media channels to promote I-Cash and various other programs throughout the state.
2. *Claimant Privacy* – State privacy laws limit what information the Treasurer can share about those who may have unclaimed funds, and those who have discovered significant property are oftentimes reluctant to make their stories public. Such privacy concerns limit the Treasurer's use of testimonials and restrict its approach on earned media coverage.

3. *Distrust* - Public concerns about identity theft and internet scams create a hurdle of distrust for traditional direct marketing such as mail, telephone, and email. Additionally, the I-Cash program “competes” with legal for-profit companies marketing directly to consumers. Finally, some individuals may fear that responding to government requests for information might be a ruse by the government itself to obtain information relating to tax liability or other government enforcement efforts.

III. SCOPE OF WORK

The Contractor shall provide the services set forth in this Section III (collectively, the “Services”):

- A. Evaluate current marketing initiatives to develop, launch, and manage a comprehensive marketing strategy for the I-Cash, Ag Invest, Illinois Funds, ABLE, College Savings, Secure Choice, E-Pay and Charitable Trust programs and other programs as directed and approved by the Treasurer;
- B. The vendor providing financial services for ABLE, College Savings, E-Pay and Secure Choice programs may have a separate marketing firm and a separate budget for marketing with which the Contractor would be required to coordinate;
- C. Create and implement an integrated marketing approach that includes, but is not limited to, the following:
 1. Developing a multi-faceted marketing strategy for the Treasurer’s programs that currently do not have ongoing marketing efforts;
 2. Consolidating the Treasurer’s program marketing initiatives as needed to ensure coordinated and consistent messages across Treasurer’s programs and initiatives;
 3. Implementing cost-effective advertising and marketing strategies that reach all communities in Illinois;
 4. Utilizing predictive analytics and modeling to gain insights into program participants for the purpose of program design, and creating and testing effective marketing messages for various program participants;
 5. Developing creative concepts and campaigns for all forms of media including digital and social media;
 6. Producing broadcast, print, and multi-media marketing initiatives, to include ensuring the Treasurer’s Unclaimed Property division publishes newspaper the “Notice of Names of Persons Appearing to be Owners of Abandoned Property” as required by Section 12 of the Uniform Disposition of Unclaimed Property Act (765 ILCS 1025),

and any further marketing in order to specifically target those owners who need to file claims;

7. Placing media (paid/earned) across multiple platforms throughout the state;
 8. Filming and producing videos (i.e. testimonials, I-Cash overview);
 9. Directing marketing strategy and implementation (e.g. direct mail, telemarketing, digital);
 10. Preparing and implementing public relations strategies;
 11. Integrating marketing efforts to ensure consistency across printed materials, web pages, emails, social media, and news media outreach; and
 12. Developing an integrated marketing approach that increases traffic to the Treasurer's programs.
- E. Launch an integrated, office-wide marketing plan;
- F. Build an integrated marketing program across all relevant programs that can be sustained and further developed over a long-term period;
- F. Develop the core message and marketing of relevant Treasurer's programs; and
- G. Improve and strengthen the Treasurer's relevant brand positioning and core messages for specific programs and initiatives of the Treasurer to maximize reach to Illinois residents.

IV. PROPOSAL

A. Proposal Format

1. Cover Page – The cover page shall provide the name, physical address, e-mail address, and telephone number of the person(s) available for contact regarding the Proposal. Such person(s) must be authorized to make representations on behalf of the Respondent.
2. Table of Contents – Please list the sections in Respondent's Proposal and their corresponding page numbers.
3. Introduction – Include any introductory remarks, not to exceed three (3) pages, as deemed appropriate. Outline the Respondent's background, experience, unique capabilities, management, facilities, staffing, related experience, and financial stability.
4. Scope of Work – Respondent shall provide a brief five (5) page narrative, describing the general conceptual approach Respondent would take to provide the Services and any

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

5. Answers to Questions – Respondent must respond to all of the questions presented in Section V.B of this RFP. Respondent’s answers must include the headings (e.g. “Background”) and be numbered in the order provided in Section IV.B.
6. Service Team – Provide an organizational chart, roles, biographies, and resumes for the proposed Service team, including research staff and support staff. Please identify the primary contact person.
7. Subcontractors – 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.
8. State Certifications and Disclosures – Respondent and any subcontractor(s) must submit the following three (3) fully executed documents: Illinois State Treasurer Certifications, Disclosures Financial Interest and Potential Conflicts of Interest (Disclosure Form A), and the Disclosures Other Contract and Procurement Related Information (Disclosure Form B).
9. Cost Proposal – Respondent’s price (“Cost Proposal”) shall be provided in a separately sealed envelope. The required elements of the Cost Proposal are provided in Section IV.C of this RFP.
10. Redacted Copy – If the Proposal contains any information that Respondent considers to be exempt from public disclosure under the Illinois Freedom of Information Act (“FOIA”) (5 ILCS 140) or other applicable laws and rules, Respondent should submit in a separately sealed envelope an additional copy of the Proposal with proposed confidential information redacted, as detailed in Section V.E.9 of this RFP (“Redacted Copy”).

Proposals must be submitted in a sealed envelope or package bearing the title “Marketing Services Proposal 370-800-17-004 for the Office of the Illinois State Treasurer” and the Respondent’s name and address. The package must include one (1) original and seven (7) copies of the Proposal. A separate envelope must contain one (1) original and seven (7) copies of the Cost Proposal. If confidentiality of any information is asserted, one (1) Redacted Copy should be provided in an additional separate envelope. In addition, please provide five (5) electronic copies of the Proposal, five (5) separate electronic copies of the Cost Proposal and, if confidentiality of any information is asserted, one (1) electronic Redacted Copy. Each electronic Proposal copy, each electronic Cost Proposal copy and, if submitted, the Redacted Copy shall be on a separate thumb drive.

B. Questions to be Addressed in the Proposal

Respondents shall provide answers to the following questions:

Marketing Plan

1. Please refer to Section IV.A.4 of this RFP and provide the recommended approach to accomplish the types of services specified in this RFP.
2. Provide a recommended marketing plan for the year July 1, 2017 through June 30, 2018, including project campaign plans that include details on the proposed methods used to plan, develop and execute campaigns. This plan must also include details on SMART (specific, measurable, attainable, realistic and time-based) goals and measurable outcomes, conceptual planning through completion (including timeframes), recommended media buy plan (TV, radio, online), and supporting documentation for recommended media outlets. As a general guide, please note that the Treasurer anticipates overall dedicated marketing budgets of approximately \$500,000 (annually) and \$1,300,000 (over two years) within its unclaimed property and college savings divisions, respectively.

Background and Experience

3. Provide a brief overview of the Respondent. Describe Respondent's corporate structure, including holding and parent companies, corporate affiliates, its legal form, and all locations.
4. Has Respondent been a party to any lawsuit from January 1, 2015 to present? If so, please provide a detailed explanation.
5. Describe any changes in Respondent's ownership or management structure since January 1, 2015. Will these changes have any impact on Respondent's ability to provide the Services during the expected term of the Agreement?
6. Please provide a list of previous and current clients or accounts for which Respondent provided or is providing services that are similar in nature to the Services, including details regarding the campaign development process, work performed, execution and media planning, links or hard-copy examples of media (campaign materials, video, social media sites), and details of the impact, reach and outcomes of the campaign(s).
7. Does Respondent currently have or has Respondent had in the past ten (10) years any contracts that contain services similar to the Services with respect to size, scope, and complexity? For each contract, provide the following information:
 - a. The entity for which Respondent is providing or has provided services and a brief description of such entity;
 - b. The contract term; and
 - c. A description of the services Respondent is providing or has provided under the contract.

8. Detail past efforts to reach target messages to demographic segments to help achieve the campaign goals.
9. Please refer to Section IV.A.6 of this RFP and identify and include the resume of the proposed project manager with experience working on marketing campaigns for programs similar to those described in this RFP. Please include experience of the firm, describe staff knowledge, experience and ability to perform the scope of services.
10. Please refer to Section IV.A.6 of this RFP and provide an organizational chart showing all professional and support staff to be used on a contract awarded from this RFP. Submit a staffing plan which clearly illustrates the key elements of the organizational structure proposed to accomplish the work of the contract.
11. Identify any and all other resources that will be utilized in completing project tasks, such as ratings and research firms.
12. Please provide a summary of any unique expertise, products, or services that would assist Respondent in performing the Services.
13. Please provide contact information for four (4) client references from established private firms or government agencies, (two (2) private and two (2) government preferred) other than the Treasurer, that can attest to the Respondent's experience and ability to perform the Services. References must be entities to which Respondent provided services most similar to the Services.

Diversity

14. If publicly owned, please provide the number and percentage of members of the Respondent's governance board who are female, minority, military veterans, or persons with disabilities. Please cite with supporting data.
15. If privately owned, 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. Please provide the number and percentage of Respondent's owners who are female, minority, military veterans, or persons with disabilities. Please cite with supporting data.
16. Please provide the number and percentage of Respondent's senior executive leaders (i.e. partner, president, COO, managing director, or other senior executives) who are female, minority, military veterans, or persons with disabilities. Please cite with supporting data.
17. Please provide the number and percentage of Respondent's staff (i.e. all full-time and part-time employees) who are female, minority, military veterans, or persons with disabilities. Please cite with supporting data.

18. What is the percentage of Respondent's intended use of subcontractors for this project, if any, that are female, minority, persons with disabilities, or veteran-owned or managed? Please cite with supporting data.

Corporate Responsibility – Environmental, Social and Governance Practices

19. Please note any policies, practices, and/or business strategies the Respondent has in place to address long-term environmental risks and opportunities that may impact long-term sustainability.
20. Please highlight any policies, practices, or resources that the Respondent has in place to retain and enhance the human capital at the firm.
21. Please explain how the Respondent fosters a corporate governance structure that mitigates business risks and enhances business operations.
22. Please highlight any activities, projects, or services the Respondent administers to alleviate societal issues and enhance its commitment to corporate social responsibility. Please cite with supporting data.

Illinois Presence

23. Is the Respondent incorporated in Illinois? Please provide the physical address and website of the Respondent's headquarters and all Illinois branch offices.
24. Please note how many full-time employees are located at the Respondent's headquarters and all Illinois branch offices.
25. Please describe what presence the Respondent has in the State of Illinois. Such "presence" can be demonstrated by noting (a) the number and (b) the percentage of the Respondent's full-time employees who spend more than half their time in Illinois and have physical offices or a principal place of business located in Illinois.
26. Using the definition provided above, what percentage of the Respondent's subcontractors for this project, if any, have an Illinois presence?
27. Please note whether the Respondent has any plans to locate staff or hire additional staff in the State of Illinois. Please provide supporting data.

C. Cost Proposal

Please submit a cost proposal in the format included herein as Appendix A. Please do not include any out-of-pocket costs, such as media buys.

V. RFP SCHEDULE AND PROCESS

This Section provides the schedule and process for this RFP.

A. RFP Schedule

The following is the schedule for this RFP:

Date	Event
May 26, 2017	RFP published on the Treasurer’s website.
June 7, 2017	Notice of intent to attend Optional Bidder’s Conference due by 11:00 a.m. CT.
June 7, 2017	Optional Bidder’s Conference at 1:00 p.m. CT.
June 12, 2017	All Respondent questions due by 2:00 p.m. CT.
June 20, 2017	Responses to all questions posted on the Treasurer’s website
June 29, 2017	Proposals due at 2:00 p.m. CT.
July 17-21, 2017	Interviews and site visits, if any, with final candidates.
July 28, 2017	If applicable, best and final offer due by 2:00 p.m. CT.
July 31, 2017	Notification of award and begin negotiation of Agreement.

These dates are subject to change at the Treasurer’s discretion.

B. Contact Information

The Treasurer’s Chief Procurement Officer (“CPO”) is the sole point of contact concerning this RFP.

Respondents should submit questions about the intent or content of this RFP and request clarification of any and all procedures used for this procurement prior to the submission of a Proposal. Respondents must submit their questions in writing by e-mail to the CPO, Jim Underwood, at junderwood@illinoistreasurer.gov by 2:00 p.m. CT on June 12, 2017.

C. Optional Bidder’s Conference

If a Respondent intends to participate in the Optional Bidder’s Conference, Respondent must e-mail the CPO (junderwood@illinoistreasurer.gov) notice of intent to participate by 11:00 a.m. CT on June 7, 2017. Participation by telephone is acceptable. The Bidder’s Conference shall be on June 7, 2017 at 1:00 p.m. CT at the following address:

400 West Monroe Street, Suite 401
Springfield, IL 62704

D. Proposal Submittal

All Proposals must be submitted by mail or messenger to the following address, no later than 2:00 p.m. CT on June 29, 2017:

Mr. Jim Underwood
Chief Procurement Officer
400 West Monroe Street, Suite 401
Springfield, IL 62704
Telephone: 217.782.1708

E RFP Process

1. Internet/E-mail Communications

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

2. Oral Communications

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

3. Amendments

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

4. Respondent's Costs

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

5. Withdrawal of Proposal

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

6. Modification of Proposal

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

7. Proposal is a firm offer

A Proposal submitted in response to this RFP is a firm and binding offer, valid for 180 days after the due date for Proposals or the due date for the receipt of a best and final offer, whichever falls later.

8. Proposal is State Property

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

9. Proposal is Part of a Public Procurement File

All Proposals received by the Treasurer will be open to the public, though a Respondent may request that the Treasurer treat certain information as confidential in accordance with 44 Ill. Admin. Code §1400.2505. If Respondent requests confidential treatment of any information it considers to be exempt from public disclosure under FOIA or other applicable laws and rules, Respondent should submit a Redacted Copy, which copy shall be clearly identified as the “Redacted Copy.” In a separate attachment to the Redacted Copy, Respondent shall supply a listing of the provisions of the Proposal, identified by section number, for which it seeks confidential treatment, identify the basis of each claimed exemption and show how that basis applies to the request for exemption in accordance with 44 Ill. Admin. Code § 1400.2505(1). The Redacted Copy must retain as much of the Proposal as possible.

A request for confidential treatment will not supersede the Treasurer’s legal obligations under FOIA. The Treasurer will not honor requests to keep entire Proposals confidential, and will in any event disclose the successful Respondent’s name, the substance of the Response, and the price.

10. CPO May Cancel RFP

If the CPO determines that it is in the Treasurer’s best interest, he reserves the right to do any of the following: a) cancel this RFP; b) modify this RFP in writing as needed; or c) reject any or all Proposals received in response to this RFP.

11. Additional Information

The Treasurer reserves the right to request additional information and to meet with representatives of Respondent to discuss their Proposals.

VI. EVALUATION PROCESS AND CRITERIA

This Section explains how the Treasurer will evaluate the Proposals.

A. Mandatory Requirements

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

1. Submit Proposal and accompanying Cost Proposal by 2:00 p.m. CT on June 29, 2017;
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. Provide the Cost Proposal in a separately sealed envelope and on a separate electronic storage device;
4. Be authorized to transact business in Illinois for all of the Services;

5. Be an established marketing firm with all required experience, equipment and trained personnel necessary to perform the work as specified in this RFP at the time of this RFP, or prior to that time, if required by law. The Treasurer reserves the right to require proof of said requirements within ten (10) calendar days from the date of receipt of the Respondent's Proposal; and
6. Have a minimum of five (5) years of experience performing services that are considered identical or similar in nature to the Services.

B. Scoring

Evaluation Factor	Maximum Number of Points Possible
Marketing Plan	35
Background and Experience	25
Diversity	10
Corporate Responsibility	10
Illinois Presence	10
Cost Proposal	10
Interview, if applicable	10
TOTAL	110

C. Determining Scores

1. Marketing Plan
Scoring will be based on the approach and cost-effectiveness of Respondent's submitted marketing plan.
2. Background and Experience
Scoring will be based on Respondent's demonstrated talent and experience of assigned personnel. The breadth and depth of similar engagements will be considered. The evaluation will also include reference checks regarding the Respondent's work for other clients who received or are receiving services similar to those required by this RFP. Respondent's ability to perform the Services will be evaluated based on the answers Respondent provides in the Scope of Work and Answers to the Questions in Section IV.B.3 through 13 of this RFP.
3. Diversity
Respondent's diversity score will be scored based on the answers the Respondent provides to the diversity questions in Section IV.B.14 through 18 of this RFP. The

Evaluation Team shall award a higher diversity score to Respondents (including subcontractors) that are female, minority, person with disabilities, or veteran owned or managed. Having a higher percentage of subcontractors that are female, minority, person with disabilities, or veteran owned or managed shall also result in higher scores.

4. Corporate Responsibility

Respondent's corporate responsibility shall be scored based on the answers Respondent provides to questions IV.B.19 through 22.

5. Illinois Presence

Respondent's Illinois presence shall be scored based on the answers Respondent provides to questions IV.B.23 through 27. Respondents based in Illinois or with a principal place in Illinois and a higher percentage of employees in Illinois shall receive higher scores.

6. Cost Proposal

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

7. Interview

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

D. Evaluation Process

All Proposals will be reviewed for compliance with the RFP requirements and specifications. Proposals deemed non-responsive will be eliminated from further consideration. The Chief Procurement Officer may contact the Respondent for clarification of the Proposal, and the Evaluation Team may use other sources of publically available information to perform its evaluation. Finally, the Evaluation Team will make a recommendation regarding the final Respondent.

VII. CONTRACT 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, 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 initial term of the Agreement will be two (2) years, unless terminated in accordance with the terms of the Agreement. The Treasurer may with the consent of the Contractor, elect to extend the Agreement for additional periods, not to exceed a total term of ten (10) years (including the initial two (2) years).

D. Termination

1. Termination without Cause

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

2. Termination for Cause

Notwithstanding any language to the contrary, the Agreement may be terminated by the Treasurer or CPO 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 services provided under the Agreement are rejected and are not promptly correctly by the 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 were used to obtain the Agreement;
- e. Contractor is guilty of misrepresentation in connection with another contract for services to the State;
- f. Contractor is adjudged bankrupt or enters into a general assignment for the benefit of its creditors or receivership due to insolvency;
- g. Change in federal or State law or rules, or the Contractor's or Treasurer's policies that would frustrate the purpose of the Agreement;
- h. Contractor disregards laws and ordinances, rules, or instructions of the Treasurer or his agents, acts in violation of any provision of the Agreement, or acts in conflict of any statutory or constitutional provision of the State of Illinois or the United States;
or
- i. Contractor commits any other breach of the Agreement or commits other unlawful acts.

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 amount paid to Contractor as compensation for services under the Agreement during any period Contractor fails to perform with reasonable care any of its obligations under the Agreement.

E. Work Product

1. Ownership of work product.

Except as otherwise agreed to in writing, all work product, including, but not limited to, documents, reports, data, information, 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.

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 its parent company, which shall include the attestation of the company's independent registered accounting firm regarding the company's internal control over financial reporting.

H. 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 Secure Choice 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.

I. Indemnification

The Contractor shall indemnify and hold the Treasurer harmless from and against any and all losses, including but not limited to, losses due to the Contractor’s negligent acts or omissions or willful misconduct of Contractor, its employees, or its 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.

J. Subcontractors

The Contractor may not use subcontractors to perform the Services, unless the subcontractor is approved in advance by the Treasurer. Contractor 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 as Appendix B.

K. Record Retention and Audit

Contractor and subcontractors, if any, agree to maintain books and records related to the performance of the Agreement and 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. Contractor and subcontractors further agree 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.

L. Confidentiality and Security Requirements

1. Confidential Information

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

- a. Information already known or independently developed by the recipient;
- b. Information required to be released by law;
- c. Information in the public domain through no wrongful act of the recipient; and

- d. Information received from a third party who was free to disclose it.
- 2. Use of Confidential Information by Employees and Agents of Contractor
The requirement of confidentiality under this Agreement also applies to the employees and agents of the Contractor. The Contractor shall use its best efforts to ensure that its employees and agents adhere to the confidentiality requirements set forth herein. Use by and disclosure to employees and agents of Confidential Information to the extent necessary to carry out the terms and purposes of this Agreement is acceptable.
- 3. Protection of Confidential Information
The Contractor represents, warrants, and covenants that it has implemented and will maintain an information security program reasonably designed to protect Confidential Information, including customer information, which program includes administrative, technical, and physical safeguards to ensure the security and confidentiality of all customer information, to protect against anticipated threats or hazards to the security or integrity of such customer information, and to protect against unauthorized access to or use of such customer information.
- 4. Privacy Policy
Contractor will comply with any applicable federal or state laws or regulations, as well as any privacy policy developed by the Treasurer. Contractor further agrees to establish, maintain, and comply with a privacy policy with respect to the Project that meets the requirements of applicable law.
- 5. Program Lists
The Contractor specifically agrees that it shall not, and shall cause its subcontractors and affiliates not to, sell, provide, or otherwise disclose information from, any program list to any third party, unless otherwise directed to or approved by the Treasurer or required by applicable law.

M. 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 this Agreement nor any of the rights or obligations under the Agreement may be transferred or assigned by a financial institution without the Treasurer's prior written consent. Any attempt by Contractor or subcontractor, if applicable, to transfer or assign any rights or obligations related to the 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 Contractor to the terms and conditions of the Agreement.

N. Continuation of Services

The Contractor shall guarantee performance of the Services and agree to perform all Services in an efficient and professional manner. The Contractor's obligations and responsibilities pursuant to the Agreement shall not be affected in the event of personnel problems, strike by employees, work stoppages, and other employee-related events. The Contractor is responsible for and shall provide commercially reasonable backup systems and shall review the adequacy of those

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

O. Enforceability

The Contractor shall certify that the execution and delivery by the Contractor of the Agreement and the performance by the Contractor of its obligations pursuant to the Agreement have been duly and validly authorized, with no other corporate action on the part of the Contractor or its stockholders being necessary. The Contractor shall certify that it has the full legal right, power, and authority to execute and deliver the Agreement and to perform its obligations pursuant to the Agreement, 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.

P. No Conflicts

The Contractor shall certify 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:

1. 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;
2. 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
3. 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.

Q. No Pending or Threatened Litigation

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

R. Most Favorable Terms

If more favorable terms are granted by the Contractor to any similar governmental agency in any state in a contemporaneous agreement under the same or similar financial terms and

circumstances for comparable services, the more favorable terms will be applicable under the Agreement.

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 performance of the Services, including but not limited to any policy that relates to management, maintenance, record keeping, safekeeping, custody, or subcontracting.

T. Modification of the Agreement

The Services to be provided under the Agreement shall be subject to modification and supplementation only upon the written agreement of the duly authorized representatives of the contracting parties. No modification of the terms of the Agreement shall be made that would materially change the delivery of service, unless such changes are mutually agreed by and between the Treasurer and the Contractor and shall be incorporated in written amendments to the Agreement, processed through and approved by the Treasurer.

U. State Certifications/Disclosures

The Agreement will incorporate Contractor's fully executed State Certifications and Disclosure Forms, copies of which are attached hereto as Appendix B.

V. 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.

W. Back-up Facilities

Upon execution of the Agreement, the Contractor and its subcontractor(s), if applicable shall provide the Treasurer a summary of their disaster recovery plan, back-up plan, and testing schedule.

Appendix A

Cost Proposal

**** For the “Grand Total”, please add all separate “Flat Fees” and all entries in the “Total” column.**

Respondent: _____

Program Consolidation Flat Fee: \$ _____

Program Consolidation Flat Fee: \$ _____

Unclaimed Property Newspaper Notices Flat Fee: \$ _____

	<u>Hourly Rate</u>	<u>Estimated Hours</u>	<u>Total</u>
Strategic Partnerships	_____	x 250	_____
Material Development	_____	x 125	_____
Video Development	_____	x 150	_____
Media Relations	_____	x 100	_____
Social Media	_____	x 50	_____
Program Administration and Counsel	_____	x 100	_____
Advertising Creation, Development and Formatting	_____	x 285	_____
		GRAND TOTAL:	_____