



OFFICE OF THE ILLINOIS STATE TREASURER
MICHAEL W. FRERICHS

Request for Proposals
ABLE Program Management Services
370-200-25-019

May 2, 2025

Proposals due before 1:00 p.m. CT, June 11, 2025

Christopher M. Flynn
Chief Procurement Officer
Office of the Illinois State Treasurer
Marine Bank Building
One East Old State Capitol Plaza
Springfield, Illinois 62701

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I. OVERVIEW	3
II. BACKGROUND.....	3
III. RFP SCHEDULE AND PROCESS.....	6
IV. EVALUATION.....	10
V. PROPOSAL	12
VI. SERVICES.....	27
VII. AGREEMENT TERMS AND CONDITIONS	41

APPENDICES

APPENDIX A: Minimum Mandatory Services Requirements.....	51
APPENDIX B: Proposed Pricing Structure.....	61
APPENDIX C: National ABLE Alliance Customer Service Performance Standards and Reporting Requirements.....	64
APPENDIX D: 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).....	67

I. OVERVIEW

The Office of the Illinois State Treasurer (“Treasurer”) is issuing this Request for Proposals (“RFP”) for Achieving a Better Life Experience (“ABLE”) program management services for the benefit of a multi-state ABLE consortium, the National ABLE Alliance (“NAA” or the “Alliance”). The Alliance currently consists of 18 member states and one district: Alaska, Arkansas, Connecticut, Delaware, District of Columbia, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Mississippi, Montana, Nevada, New Hampshire, New Jersey, North Carolina, Pennsylvania and Rhode Island (the “Members”). Additional Members may be added in the future.

The Treasurer acts as the lead entity on this procurement and contracting process in consultation with, and on behalf of, the Alliance.

The Alliance seeks responses to this RFP (“Proposals”) to provide services using common program elements in order to achieve efficiencies and economies of scale. This RFP seeks the following ABLE program services: (1) investment management, (2) administrative and recordkeeping services, (3) customer service, (4) marketing, (5) user experience optimization, and (6) if different from the current provider, conversion services (collectively, the “Services”) for the Alliance’s ABLE program (“Program”). The Alliance welcomes Proposals that model best-practice plan design and services available in the ABLE market.

Entities that respond to this RFP (“Respondents”) shall submit Proposals before 1:00 p.m. CT June 11, 2025.

The Treasurer anticipates that the successful Respondent (“Contractor”) will enter into an agreement (“Agreement”) with the Treasurer for an initial term of four (4) 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 four (4) years.

The Contractor will also enter into implementing agreements with each of the Members (each referred to as an “Implementing Agreement”). The Alliance also expects the Contractor to enter into an agreement of trust (“Trust Agreement”) with each of the Members and a trustee (“Trustee”). The ABLE Master Agreement (“2022 Master Agreement”) with current providers Ascensus College Savings Recordkeeping Services and Ascensus Investment Advisors (collectively, “Ascensus”) took effect on July 1, 2022. This RFP has been approved by the Members and is issued in accordance with Illinois law.

II. BACKGROUND

This Section discusses the ABLE Act (as defined below), the National ABLE Alliance, and Contractor engagement, including agreements that the Contractor will be required to enter into with the Treasurer and each Member.

A. The ABLE Act

The Stephen Beck Jr. Achieving a Better Life Experience Act of 2014 was enacted on December 19, 2014, as part of The Tax Increase Prevention Act of 2014, Public Law (“P.L”). 113-295 and codified as Section 529A of the Internal Revenue Code of 1986, as amended (“ABLE Act” or

“529A”). The federal government acknowledged that the purpose behind the ABLE Act is to address the difficulties people with blindness or a disability may have in being able to afford the additional expenses incurred as a result of their blindness or disability. As a result, the ABLE Act permits states to establish a tax-advantaged savings program that would assist persons with blindness or disability in saving for disability-related expenses without jeopardizing their federal means-tested benefits. States must pass their own legislation to establish ABLE programs.

In December 2017, the ABLE Financial Planning Act was enacted, which amended the Internal Revenue Code to allow tax-free rollovers from 529 qualified tuition accounts into ABLE accounts. Additionally, in December 2017, the ABLE to Work Act was enacted, allowing ABLE-eligible individuals to save additional amounts in an ABLE account above the annual maximum contribution if they work and earn income.

The Department of Treasury issued final ABLE regulations, effective November 19, 2020 (United States, Internal Revenue Service, “Guidance Under Section 529A: Qualified ABLE Program,” 85 Fed. Reg. 74010 (Nov. 19, 2020)) (“Final Treasury Regulations”). ABLE programs were required to be in compliance with the final regulations by November 21, 2022.

In order to own an ABLE account, eligible individuals must have a disability, which is defined as follows: (1) being entitled to benefits based on blindness or disability under Title II or XVI of the Social Security Act or having a “disability certification” signed by a licensed physician and (2) acquiring the disability before the age of 26. ABLE funds may be used for a wide range of qualified expenditures, so long as they relate to the individual with a disability who is identified as the designated beneficiary on an ABLE account (“Beneficiary”). This Beneficiary is referred to as an account owner (“Account Owner”) in this RFP. According to Section 529A, qualified disability expenses include expenses for education, housing, transportation, employment training and support, assistive technology and personal support services, health, prevention and wellness, financial management and administrative services, legal fees, expenses for oversight and monitoring, and funeral and burial expenses.

The Account Owner may designate an authorized legal representative (“Authorized Individual”) who is authorized to act on behalf of the Account Owner. This Authorized Individual may be a person, or a company, organization, either for-profit or not-for-profit, or government agency that is designated to act as an Authorized Individual for one or more ABLE-eligible individuals (collectively referred to as an “Entity” or “Entities”).

B. The National ABLE Alliance

The Alliance strives to provide Members with efficiencies and economies of scale through its structure, and to offer people with disabilities nationwide a low-cost, best-in-class ABLE Program.

For this purpose, the Program is governed by a set of agreements:

The ABLE Amended and Restated Interstate Agreement dated August 16, 2022 (“Interstate Agreement”), which amended and re-established the relationship among Members of the Alliance.

The 2022 Master Agreement - In accordance with the Interstate Agreement, and after a competitive bidding process to a Request for Proposals facilitated by Illinois, the Treasurer entered into the 2022 Master Agreement with Ascensus effective July 1, 2022. Implementing Agreements – Subsequent to the implementation of the 2022 Master Agreement each Member individually entered into an Implementing Agreement with Ascensus. The 2022 Master Agreement and each Implementing Agreement set forth the current services provided by Ascensus and its subcontractors.

Trust Agreement - The Members, Ascensus, and the Delaware Trust Company as Trustee entered into a Trust Agreement on December 7, 2016; the Trust Agreement extends for the duration of the 2022 Master Agreement. The Trust (“Trust”) holds the assets of the asset allocation options of the plans administered by each Member (each a “Member Plan”) and facilitates the recordkeeping and administration of those Member Plan assets through separate series in the Trust (each a “Series”). Assets relating to a Member Plan are held in each Member’s Series as assets belonging to that Member Plan. The Trust Agreement has been amended eight times to add new Members.

Ascensus engages Fifth Third Bank to provide a checking account option insured by the Federal Deposit Insurance Corporation (“FDIC”).

C. National ABLE Alliance Data

The current estimate of the national ABLE-eligible population is 8 million people. The eligibility age limit will increase to 46 on January 1, 2026, adding an estimated 6 million people. The Alliance represents approximately 25 percent of the ABLE-eligible population.

ALLIANCE ASSETS AND ACCOUNTS as of March 31, 2025

NAA Assets	NAA Accounts
\$616,374,780.24	50,726

ALLIANCE ASSET ALLOCATON AND CHECKING ACCOUNT INVESTMENT OPTIONS as of March 31, 2025

Investment Option	Assets	Percentage of Total Assets
Aggressive	\$83,279,176.47	13.51%
Moderately Aggressive	\$64,222,663.77	10.42%
Growth	\$76,878,009.79	12.47%
Moderate	\$58,140,016.96	9.43%
Moderately Conservative	\$45,461,744.87	7.38%
Conservative	\$120,805,707.25	19.60%
Money Market Option	\$7,070,022.95	1.15%
Checking Account Option	\$160,517,438.18	26.04%
TOTAL	\$616,374,780.24	100%

D. Contractor Engagement

Once a Contractor is selected under this RFP, the Contractor shall enter into an Agreement with the Treasurer that sets forth the Services described herein, and the Agreement's terms and conditions as described in this RFP.

Each Member shall enter into its own Implementing Agreement with the Contractor to establish and/or continue its Member Plan, consistent with each Member's applicable law. Each Implementing Agreement will contain details specific to each Member Plan, including but not limited to the Member's terms and conditions. Depending on the Member, terms and conditions may be subject to change or negotiation between the Member and the Contractor prior to execution of the Member's Implementing Agreement.

Currently, Illinois, Iowa and Pennsylvania host their own public facing Member Plan websites for marketing. Additionally, Pennsylvania produces its own Plan Disclosure Statement ("Plan Disclosure Statement"). These Members may or may not choose to continue these arrangements under an Agreement. While it is not anticipated, other Members may also choose to develop and host their own Member Plan websites or to produce their own Plan Disclosure Statements. Under an Agreement, the Contractor will not penalize or reward a Member with a different fee arrangement for hosting its own Member Plan website or producing its own Plan Disclosure Statement.

A Member shall only be responsible for the obligations that arise pursuant to an Agreement and its respective Implementing Agreement. Members shall have no obligations or responsibilities related to an Implementing Agreement entered into by a different Member.

The Contractor will establish a trust or provide an alternative solution, via an agreement among the Contractor, each Member, and another entity that results in segregation of Member Plan assets such that the accounts and assets held in the trust or alternative structure will belong to the Member Plan in which the account was opened and shall be identified and labeled as assets of the Member Plan. In the event that a Member terminates its Implementing Agreement or exits the Alliance, that Member will retain custody of the accounts and assets attributed to its Member Plan.

Illinois law and rules shall govern an Agreement resulting from this RFP. The terms and conditions in an Implementing Agreement established between a Member and the Contractor shall only apply to such Implementing Agreement and shall not be applied to the Agreement.

With the consent of the Alliance, other states may become Members any time before an Agreement is executed. Additional Members may also be added at the Alliance's discretion after an Agreement is executed. A Member may leave the Alliance at any time before signing an Implementing Agreement with the Contractor or in accordance with the terms of its Implementing Agreement.

Conversion services included under Services in this RFP may be completed on or after July 1, 2026, but must be completed no later than 12 months from the date an award is made under this RFP.

III. RFP SCHEDULE AND PROCESS

This Section provides the schedule and process for this RFP.

A. RFP Schedule

Date	Event
May 2, 2025	RFP published on the Treasurer's website
May 16, 2025	All Respondent questions due by 2:00 p.m. CT
May 27, 2025	Responses to all questions posted on the Treasurer's website
June 11, 2025	Proposals due before 1:00 p.m. CT
Week of August 4, 2025	Interviews, if any, with final candidates
Week of August 11, 2025	Best and final offers, if any, due
Week of September 17, 2025	Notification of award and begin negotiation of Master Agreement

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

B. Contact Information

The Treasurer's Chief Procurement Officer ("CPO") listed below is the sole point of contact concerning this RFP.

Christopher M. Flynn
Office of the Illinois State Treasurer
Marine Bank Building
One East Old State Capitol Plaza
Springfield, IL 62701
cflynn@illinoistreasurer.gov

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 by May 16, 2025, 2:00 p.m. CT.

C. Proposal Submission

All Proposals must be submitted electronically before June 11, 2025, 1:00 p.m. CT.

1. Respondents shall e-mail the following to ABLERFP@illinoistreasurer.gov along with the Proposal:
 - a. name of contact person,
 - b. business name and business address,

c. e-mail address and telephone number, and

d. a complete list of submitted files.

Proposals will be opened publicly, via livestream only, at 2:00 p.m. CT on June 11, 2025.

The livestream will be available online at

<https://www.facebook.com/ILTreasurerProcurement>

2. Use of electronic version of this RFP

This RFP is only available electronically. By receiving the RFP electronically, Respondent accepts the RFP and acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. Should a conflict arise between a version of the RFP in Respondent's possession and the Treasurer's version, the Treasurer's version shall prevail.

D. RFP Process

1. RFP Contact

The Treasurer's 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 prepare their questions in writing and send them by e-mail to the CPO.

2. Internet/E-mail Communications

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

3. Verbal Communications

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

4. Amendment

If it is necessary to amend this RFP, the Treasurer will post amendments on the Treasurer's website.

5. Respondent's Costs

The cost of developing a Proposal is each Respondent's responsibility and shall not be charged to the Treasurer or any other Member, individually or collectively.

6. Withdrawal of Proposal

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

7. Modification of Proposal

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.

8. Proposal is an Offer

A Proposal submitted in response to this RFP is a 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.

9. 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.

10. 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(l). 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 Proposal confidential and will in any event disclose the successful Respondent's name, the substance of the Response, and the price. In responding to a request under FOIA, the Treasurer reserves the right to rely on Respondent's decision whether to submit a Redacted Copy with its Proposal, and the Treasurer is under no obligation to notify vendor prior to providing a complete and unredacted Proposal, with any attachments, if Respondent does not elect to provide a Redacted Copy with its Proposal as described in this Section.

11. 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.

12. Additional Information

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

IV. EVALUATION

This Section explains how Proposals will be evaluated.

A. Mandatory Requirements

Respondents must meet all of the following requirements. Failure to do so may lead to Respondent's disqualification.

1. Offer all Services, either directly or through subcontractors disclosed in the Proposal, including investment management, administrative and recordkeeping services, customer service, marketing, user experience optimization, and conversion services (if applicable);
2. Answer all questions listed in Section V.B of this RFP;
3. Submit Proposal and accompanying Proposed Pricing Structure before 1:00 p.m. CT June 11, 2025;
4. Submit the name, physical address, e-mail address, and telephone number of an individual with authority to answer questions or clarify Respondent's responses;
5. Be authorized to transact business in Illinois for all Services;
6. Be established with all required licenses, bonding, facilities, 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 at any time following the date of receipt of the Respondent's Proposal.

B. Evaluation Factors

Evaluations and scoring of Proposals will be based on the following categories. Evaluation factors considered in scoring are broadly explained below:

1. Background and Experience
Respondent's background and experience providing similar services. The breadth and depth of similar engagements will be considered. The evaluation may also include reference checks regarding the Respondent's work for previous clients receiving services similar to those in this RFP.
2. Investment Management
Respondent's approach taken to design of an open architecture investment lineup and options, including a breadth of choices that meet the diverse needs of the ABLE-eligible population. The evaluation will consider the quality of underlying funds, asset allocation, availability of an FDIC-insured or other low-risk option, processes for monitoring fund and option performance, investment management and investment due diligence, and ability to adhere to the National ABLE Alliance Investment Policy Statement, dated April 3, 2025 ("NAA IPS"), available [here](#).

3. Administrative and Recordkeeping Services

Respondent's capacity to deliver administrative and recordkeeping services that will ensure an effective and secure operation of the Program in compliance with all applicable statutes, rules and regulations. The evaluation will include, but not be limited to, enrollment and account management services, compliance, security, debit card offering, banking services, fund accounting, audit, tax reporting, comprehensive periodic and ad hoc Program reporting, and quality control.

4. Customer Service

Respondent's overall approach to customer service and ability to deliver an effective customer service operation for the Program. The evaluation will consider call center management, email and mail correspondence protocols, customer service representative knowledge and expertise, the quality of the initial and ongoing training regimen for customer service representatives, and ability to meet the standards set forth in the National ABLE Alliance Customer Service Performance Standards and Reporting Requirements, attached as Appendix C.

5. Marketing

Respondent's experience with outreach to the national disability community, ability to create robust marketing plans, execute successful marketing campaigns and branding strategies, execute ongoing customer surveys for program improvement, and marketing collateral. The evaluation will also consider Respondent's commitment to providing webinars and attending in-person outreach events on behalf of the Alliance.

6. User Experience Optimization

Respondent's experience with, and use of, current technology and product design to build websites and user interfaces that support users at all stages of engagement with the Program, and to allow for seamless, successful enrollment and account management experiences. The evaluation will consider Respondent's experience and capability responding in a timely way to changes in technological standards and industry best practices.

7. Conversion Plan

Respondent's proposed Conversion Plan, including experience with conversions of a similar nature and or size to that of the Alliance. The evaluation will consider Respondent's understanding of trust and series conversions and will consider estimated conversion timeline, plan for identifying and resolving potential data issues, and Account Owner communication plans. Should the current contractor submit a Proposal that does not include Conversion services, then, except for pricing, the score awarded for that Respondent's Conversion Plan may be proportionately awarded based on other scores awarded Respondent in order to ensure a fair and consistent total score.

8. Proposed Pricing Structure

Proposed Pricing Structure score will be based on an evaluation of its effectiveness in minimizing investment, account management and other fees while providing value and quality to Account Owners. The amount of discretionary funding Respondent offers for marketing and outreach will also be considered in the evaluation.

C. Scoring

The following table shows the maximum number of points that can be awarded for each evaluation factor that will be used in scoring Proposals:

Evaluation Factor	Maximum Possible Points	Percentage of Total Score
Background and Experience	50	5%
Investment Management	150	15%
Administrative and Recordkeeping	200	20%
Customer Service	150	15%
Marketing	100	10%
User Experience Optimization	150	15 %
Conversion Plan	50	5%
Proposed Pricing Structure	150	15%
TOTAL	1000	100%

D. Evaluation Process

All Proposals will be reviewed for compliance with the RFP requirements. 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 evaluators may use their prior experience with the Respondent, if any, as well as other sources of publicly available information to perform the evaluation. Respondents may be invited for an interview, after which a best and final offer may be requested. Finally, a notification of the award will be made.

V. PROPOSAL

This Section provides the required elements for Respondent's Proposal.

A. Proposal Format

The Respondent's Proposal will be evaluated based upon the following required items. Each item must be labeled and provided in the order listed below.

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. Cover Letter

The Cover letter should include confirmation that the Respondent can meet each of the Mandatory Requirements listed in Section IV.A and is able to provide each of the Services described in Section VI. If a Respondent is unwilling to provide a Service, or offers an alternative to the Service, an explanation and information shall be provided in the "Responses to Questions to be Addressed" Section V of the Respondent's Proposal as well as Appendix A hereto. The Cover Letter will identify key Respondent contacts regarding the Proposal and any proposed affiliates, subsidiaries, and subcontractors.

4. Executive Summary

Respondent shall provide an Executive Summary describing, in bullet points, the highlights of its response and identifying any core Services it cannot provide. This Executive Summary should be no more than one (1) to two (2) pages. Emphasis should be on clarity, brevity and completeness of information.

5. Responses to Questions to be Addressed

Respondent must respond to each question presented in Section V of this RFP. Respondent's answers must include the headings provided (e.g. "Background and Experience") and be numbered in the order provided in Section V.

6. Affiliates, Subsidiaries and Subcontractors

Identify all entities, including affiliates, subsidiaries, subcontractors, and other entities that Respondent will use to provide the Services to meet the requirements of this engagement. Describe the general type of work to be performed by each entity and explain why the function cannot be, or is best not, performed by the Respondent. Any subcontractor that provides a Service that falls within this RFP is subject to review and approval by the Alliance.

7. Service Team

Provide an organization chart, resumes, and brief biographies for the proposed service team, including analytical investment and research staff and support staff. Please identify the primary contact person and describe the role of each key person.

8. State Certifications and Disclosures

Respondent and any subcontractor(s) must submit the following three (3) fully executed documents as provided in Appendix D: 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. Proposed Pricing Structure

Respondent will include a completed Proposed Pricing Structure ("Proposed Pricing Structure") as provided in Appendix B. The Proposed Pricing Structure must be attached as a separate file from the other parts of the Proposal but included within the e-mail submission.

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 or, if Respondent submits the Proposal electronically, through a separate attachment, an additional copy of the Proposal with proposed confidential information redacted, as detailed in Section III.D.10 of this RFP (“Redacted Copy”).

B. Questions to be Addressed in the Proposal

Please answer each of the questions in this Section. Answers are applicable to (1) the Respondent and (2) any entity with which the Respondent is partnering or subcontracting, to provide any of the Services.

Background and Experience

1. Please provide the Respondent’s name, the URL to its website, and the name, title, address, phone number, fax number (if applicable), and email address of Respondent’s representative who will be the Treasurer’s primary contact. Provide a brief overview of Respondent. Describe Respondent’s corporate structure, and provide an organizational chart, including holding companies, parents, subsidiaries and affiliates, and year established. Also state Respondent’s total number of clients and assets under management.
2. Explicitly identify the entity that will enter into the Agreement with the Treasurer. If an entity other than the parent company will enter into the Agreement, will the parent company provide a performance guarantee? If the parent company cannot provide a guarantee, please propose a suitable alternative to demonstrate that the contract party will have sufficient resources to meet its obligations throughout the term of its engagement.
3. Complete the table below to identify all entities, including independent contractors, subcontractors, or affiliates, that will provide any of the Services.

ENTITIES TO PROVIDE SERVICES

Entity	Service(s) Provided	Relationship to Respondent

4. Provide Respondent’s primary location(s) as well as the location(s) of any facility or office located – including those of any subcontractor – outside of the primary location(s) that will

be used to provide the Services. If work must be performed outside of the United States, provide a detailed explanation of why this is required. If not, provide a statement certifying that services will not be performed outside of the United States.

5. Using the table below, identify the individuals who will be primarily responsible for providing each Service to the Alliance. Provide resumes for each listed individual.

RESPONSIBLE INDIVIDUALS

Service	Name and Title	Employing Entity	Total Years of Experience Providing the Service
Day to Day Relationship Management for Alliance Members			
Investment Management			
Administration and Recordkeeping			
Customer Service			
Marketing			
User Experience Optimization			
Conversion (if applicable)			

6. If Respondent is chosen to provide program management Services for the Alliance, does Respondent intend to hire additional personnel to meet the Alliance's needs? Please indicate specifically how many new personnel Respondent will commit to hire, and what Services they will be hired to assist with.
7. Provide a list of any states (or the District of Columbia) in which Respondent is prohibited from doing business (including, e.g., lack of licensure for relevant investment-related services) and explain why.
8. Is Respondent considering an acquisition of Respondent by another entity, a merger with or acquisition of another entity, or any change in ownership or management structure of Respondent? If so, please describe the effect that any such transaction, if completed, will have on Respondent's ability to provide the Services.
9. Provide contact information for three client references. References must be entities for which Respondent has provided services similar to the Services sought in this RFP. For each reference, please provide information to complete the table below:

REFERENCES

	Reference 1	Reference 2	Reference 3
Client Name			
Client Size			
Services Provided			
Length of Relationship			
Individual Reference Name			
Title			
E-mail Address			
Office Phone			

10. Identify any and all internal controls that are in place and external testing that is conducted to ensure accuracy and security of operational data within Respondent and specifically with regard to ABLE plans that Respondent currently manages. If Respondent produces a Service Organization Control (“SOC”) 1 and/or 2, please provide the most recent of both reports. List any substantive issues identified in the SOC 1 and/or SOC 2, along with steps taken to address said issues. Alternatively, if Respondent is unable to produce these reports, it may instead explain controls and testing in place to provide assurance of the accuracy and security of operational data.
11. Does the Respondent conduct operations audits either internally or via a third party? If so, please provide details on frequency, areas covered. Please explain any findings resulting from audits in the past two years, including operational changes made, and any controls and testing put in place.
12. What controls are in place and testing conducted to ensure accuracy and security of operational data within any proposed subcontractors? If the subcontractors have produced SOC 1 and/or SOC 2 reports, please provide the most recent versions, and list any substantive issues identified in the SOC 1 and/or SOC 2, along with steps taken to address said issues. Alternatively, if Respondent is unable to produce these reports, it may instead explain controls and testing in place to provide assurance of the accuracy and security of operational data.
13. Are there any consent orders, penalties or other findings of fault as a result of any publicly disclosed enforcement action or other regulatory proceeding by any government entity, regulatory agency, or self-regulatory organization including but not limited to the following: the Securities and Exchange Commission, Financial Industry Regulatory Authority (“FINRA”), Department of Justice (including any United States Attorneys’ Office), Consumer Financial Protection Bureau, Department of Labor, U.S. Department of the Treasury, Federal Deposit Insurance Corporation, any state Attorney General, or the Federal Reserve System in which Respondent, its officers, or principals have been involved from January 1, 2020 to present? If so, provide a detailed explanation.

14. List all lawsuits that Respondent, affiliates, subsidiaries and/or subcontractors have been a party to that were filed on or since January 1, 2020. Please provide a detailed explanation.
15. Has Respondent been a party to any actual or threatened data breach, or loss of personal, financial or other data considered private or confidential since January 1, 2020? If so, provide details and what steps were taken to address the issue both in the short term related to the specific breach or loss and in the longer term to prevent such a breach or loss from happening again.
16. Provide a description of the various types of insurance coverage (e.g. carriers, risk coverage, levels, limits, deductibles) Respondent has in place to protect its clients, including any coverage to address cyber-security threats (to include computer, data, privacy, or information technology security) as well as other risks to the Alliance, and discuss the benefits to the Alliance of any such coverage. Please note that prior to contract award, the Treasurer may require proof of such insurance coverage. Explain whether Respondent's insurance covers losses due to Program fraud and, if not, how Respondent intends to cover such losses.
17. Does Respondent currently have, or has it had since January 1, 2020, an ABLE contract that includes services similar to the Services sought in this RFP with similar size, scope, and complexity? For each contract, provide information to complete the following table:

SIMILAR CONTRACTS

		Contract 1	Contract 2	Contract 3
Entity				
Dates of Service				
Number of Accounts as of March 31, 2025				
Assets Under Management as of March 31, 2025				
Indicate Services Provided (and state whether services were provided by Contractor or a subcontractor)	Investment Management			
	Administrative and Recordkeeping Services			
	Customer Service			
	Marketing			
	User Experience Optimization			
	Other relevant details			

The response may duplicate information provided in response to Question 9 regarding references.

18. If any, describe up to five (5) risks Respondent envisions in the Alliance's administration of the Program and Respondent's approach, through the Services, to mitigate those risks.

Investment Management Services

19. If Respondent attests “no” to any Section VI.A Investment Services item(s) in Appendix A, provide an alternative in the table below that will meet all of the requirements of the item in Section VI.A.

Requirement	Alternative and Explanation for How Alternative Will Meet Requirement

20. Detail the personnel involved in the oversight of the proposed investment options, including the team responsible for the manager selection process, asset allocation, and any proposed investment option(s).
21. Please state Respondent’s proposed asset allocation for the proposed investment portfolio options. Describe all of the underlying investments/asset classes that may be used and their maximum amounts as a percent of the total portfolio.
22. Using the table below, name the investment options (“Investment Options”) Respondent proposes for the Alliance and proposed asset allocation for the proposed investment options
23. Describe all of the underlying investments/asset classes that will make up the proposed Investment Options, along with their maximum amounts as a percent of the total portfolio.
24. Does Respondent’s proposed investment lineup include proprietary funds? Does Respondent’s proposed lineup require a particular threshold or percentage of proprietary funds from a specific investment manager?
25. Please explain why Respondent has chosen the above line-up, and the reasons Respondent believes these changes will improve the Program.
26. How often would the Respondent review/revise the proposed glide path and what is the process?
27. For each Investment option, complete the following table for the underlying funds.

PROPOSED INVESTMENT OPTIONS --UNDERLYING FUNDS

Investment Option Name	Underlying Funds Included in Option	Ticker	Share Class	AUM of Underlying Fund as of March 31, 2025
[Option 1]				
[Option 2]				
[Etc.]				
[Etc.]				

28. Is the Respondent's proposed investment line-up an open architecture framework? If not, please indicate whether there is a minimum required percentage for proprietary funds.
29. What vehicle does Respondent propose to provide Account Owners a low-risk, transactional option? Respondent's answer should include details on:
- Type of option (e.g., money market, savings, checking, other);
 - Account features (e.g., FDIC Insurance, checkbook availability, associated fees, etc.);
 - Any minimum balance requirements; and
 - Mechanisms Respondent puts in place to protect Account Owners from negative balances due to or fees on low balances or negative interest rates.
28. How would Respondent communicate with and report to the Alliance, Members individually, and any Member's relevant third-party vendors regarding underlying investments, investment option evaluation and performance?
29. Describe how Respondent develops benchmarks and how performance is compared with similar portfolios. Describe Respondent's custom benchmark capabilities.
30. Complete the following table to show the mapping of current Investment Option portfolios and new Investment Option portfolios. If Respondent proposes that current Investment Option assets will be mapped to multiple new Investment Option portfolios, please specify

the expected percentage of current assets that would be mapped to each new Investment Option portfolio. Add as many rows as necessary.

PROPOSED CURRENT-TO-NEW INVESTMENT OPTION PORTFOLIO MAP

Current Investment Option Portfolios	Assets as of March 31, 2025	New Investment Option Portfolios	Percent of Assets
Aggressive	\$		
Moderately Aggressive	\$		
Growth	\$		
Moderate	\$		
Moderately Conservative	\$		
Conservative	\$		
Money Market	\$		
Checking Account			
TOTAL	\$		

31. What are Respondent's procedures for ensuring that there are no conflicts of interest in proposing Investment Options to the Alliance? How does Respondent safeguard against potential conflicts of interest among or between its clients?

Administrative and Recordkeeping Services

32. . If Respondent attests "no" to any Section VI.B Administrative and Recordkeeping Services item(s) in Appendix A, provide an alternative to that item that will meet all of the requirements of Section VI.B.

Requirement	Alternative and Explanation for How Alternative Will Meet Requirement

33. What will be Respondent's process, for evaluating suggestions and requests by the Alliance for system, technology and/or Program improvements, including allocation of resources and timelines for completion? Provide examples of Respondent's current process.
34. Will Respondent offer flexibility to Member Plans to customize their Plan fees? For example, some Member Plans currently assess a state fee and some Members do not. Will Respondent

support the continuation of this practice? Please provide any other input Respondent has on this topic.

35. What is Respondent's process for receipt, review, authentication and retention of legal documents submitted by Authorized Individuals as proof of authority to open and manage an ABLE account on behalf of an Account Owner?
36. Is Respondent able to accommodate different authentication or documentation requirements for different Members? For example, some Members do not require any upfront documentation to be submitted during enrollment. Other Members require submission of power of attorney ("POA") forms, guardianship documents, marriage certificates, etc., in order to verify the individual's position in the order of priority required by the Final Treasury Regulations.
37. At its current staffing levels, can Respondent handle receipt, review, and approval of the documents outlined in the two preceding questions? If not, state Respondent's commitment to and timeline for hiring additional personnel.
38. How frequently does Respondent update Plan Disclosure Statements for other programs for which it serves as Program Manager?
39. Will Respondent offer foreign language translations of the Plan Disclosure Statement and Member Addendums? Explain.
40. Please provide a detailed description of Respondent's enrollment process for Entities or organizations serving as Authorized Individuals. Please provide examples and screenshots, as appropriate.
41. On which Entity-associated individuals does Respondent collect Personally Identifiable Information ("PII")?
42. Does Respondent's process require an Entity employee to collect and input the PII of other employees? If so, explain whether Respondent can, or will, develop a solution that does not require employees to share their PII with other employees for purposes of Entity enrollment, and provide a timeline for development and implementation of the solution.
43. Is Respondent's Entity enrollment process available online and on paper?
44. What areas for improvement in its Entity enrollment and account management process has Respondent identified? List each area and Respondent's timeline for implementing changes, improvements or updates.
45. Approximately how many Entity enrollments and associated ABLE accounts has Respondent processed in the past year?
46. Please provide a detailed description of Respondent's account management platform for Entities. Please provide examples and screenshots, as appropriate.

47. Is it possible to have multiple user logins for a single Entity? If so, can the multiple users access and manage the same set of ABLE accounts? (e.g.: Person X and Person Y both work for ABC Corp. Person X and Person Y both have separate logins to Respondent's system. When they login, Person X and Person Y can both see and manage the same ABLE accounts.) Is it possible to view and manage multiple ABLE accounts under a single login?
48. Can Entities that use Respondent's account management platform view and download aggregate data for all of the accounts managed by the Entity. If so, what data are included?
49. Will Respondent agree to implement strategic changes to its current online Entity enrollment process and Entity account management platform at the Alliance's request? If not, what alternative will Respondent provide? Please explain.
50. What identity verification process does Respondent use for enrollment, contributions, and distributions?
51. What fraud prevention, monitoring and resolution system(s) does Respondent use for enrollment, contributions and distributions?
52. Does Respondent currently incorporate the use of artificial intelligence or machine learning tools, in any of the Services covered by this RFP? If so, please explain. If not, does Respondent have plans to incorporate any of those tools in the future? Please explain.
53. How does Respondent manage the federal Medicaid and differing Medicaid recovery statutes to manage deceased Account Owner ABLE account assets? Explain how Respondent will approach those of Members?
54. Does Respondent have a system through which Members may independently generate ad hoc reports? If not, describe Respondent's willingness and timeline for developing a self-service reporting portal.
55. Does Respondent have the ability to capture and report on employer contributions and/or to customize its employer contribution reporting?
56. Describe the debit card option Respondent proposes for the Alliance. Please indicate the following:
 - a. Type (e.g., debit, prepaid);
 - b. Unique features / functionality;
 - c. Card provider;
 - d. Whether the card must be linked to one particular Investment Option, and if so, which one;
 - e. Whether the card can be issued to an entity;

- f. Whether multiple cards can be issued to an ABLE Account, e.g. if both the Account Owner and an Authorized Individual want a card;
 - g. Whether the card can be integrated within Respondent's platform, or whether Account Owner and/or Authorized Individual must access a separate third-party website for card information and transaction history;
 - h. Who handles customer service for the card and how is it handled; and
 - i. A description of the process for requesting and receiving the card. Will there be a separate identity verification process run for issuing the card or will the card vendor be able to rely on the identity verification process run during ABLE account enrollment?
57. Does Respondent have the ability to facilitate, record, and report on matching contributions or contribution incentive programs?
 58. Does Respondent offer any unique contribution or distribution methods?
 59. List any hold times or funds availability restrictions Respondent has.
 60. Does Respondent offer the ability for Account Owners and/or Authorized Individuals to upload all forms and any other requested documentation through the platform?
 61. Does Respondent offer additional, "view-only" online account logins for third parties (e.g., financial advisors or other "Interested Parties," as defined in this RFP)?
 62. Is Respondent's account enrollment and management platform available in any languages other than English? Does Respondent have plans to develop other languages?
 63. Describe the level of input and approval Members will have over the wording and design of (1) Plan forms, (2) standard operating procedures, and (3) the account enrollment and management platform.
 64. Is Respondent willing and able to maintain all of the terminology currently used by the Alliance across Program forms, websites, and other materials (e.g., "Authorized Individual" and "Entity")?
 65. If Respondent develops a new form or new online functionality, how will Respondent involve the Alliance in that process? Would Respondent ever introduce a system change or new feature without consulting and receiving approval from the Alliance?
 66. Describe the methodology used by Respondent to register a new enrollment for e-delivery of statements and transaction confirmations. What is the default process?
 67. Does Respondent offer a mobile application? If not, describe Respondent's willingness and a potential timeline to develop one.

68. Describe any other unique features or technology that Respondent's system offers to users or Members.
69. Describe any system enhancements or new features Respondent has planned, which will be completed within the next three years.
70. If Respondent cannot offer a trust structure for management of the Alliance assets, what alternative structure will it offer? Provide details.

Customer Service

71. If Respondent attests "no" to any Section VI.C Customer Service item(s) in Appendix A, provide an alternative to the item that will meet all of the requirements of Section VI.C.

Requirement	Alternative and Explanation for How Alternative Will Meet Requirement

72. How is Respondent's call-center customer service structured and how does Respondent propose to run this Service for the Alliance? Include hours, availability, inclusion and use of customer satisfaction surveys, and available languages. Also identify names of, and information about, the entity(s) that will provide customer service.
73. How many customer service representatives does Respondent have? Are these representatives dedicated only to ABLE, or do they service other programs as well?
74. How many additional customer service representatives will Respondent commit to hiring, if selected?
75. What training will be provided to call center representatives before they handle incoming calls? Include average number of hours spent in training, type of training materials used and training methods. Do these representatives have professional licenses?
76. Is training offered to call center representatives on a continual basis? With what frequency are representatives given further training?
77. What types of reporting on customer service activities does Respondent provide? What is included in the reports? Frequency?
78. Please indicate how Respondent will satisfy or exceed the performance standards set forth in the National ABLE Alliance Customer Service Performance Standards and Reporting

Requirements provided in Appendix C. Please provide a report showing Respondent's performance standards for the previous two quarters.

79. Does Respondent offer a live and/or artificial intelligence ("AI") chat function? During what hours?
80. What caller authentication process does Respondent use for Account Owners who cannot verbally authenticate themselves?

Marketing Services

81. If Respondent attests "no" to any Section VI.D Marketing Services item(s) in Appendix A, provide an alternative to the item that will meet all of the requirements of Section VI.D.

Requirement	Alternative and Explanation for How Alternative Will Meet Requirement

82. List the marketing services Respondent will provide to Members. Explain whether each service will be Member-specific or will be provided to the Alliance as a whole. If a specific Member decides to opt out of marketing services, explain whether and how Respondent will provide a rebate or other item of value to the Member.
83. Identify the key marketing strategies Respondent will use to help grow Member Plans.
84. Will Respondent offer in-person outreach support to Members, including travel to attend conferences, staff major events, and in-person presentations? Describe Respondent's commitments and frequency.
85. What experience does Respondent have collaborating with disability advocacy, rights or service organizations to promote ABLE? Provide detail.
86. How will Respondent provide Members the ability to update some or all of the content directly on their Member Plan websites? If so, please describe.

User Experience Optimization Services

If Respondent attests "no" to any Section VI.E User Experience Optimization Services item(s) in Appendix A, provide an alternative to the item that will meet all of the requirements of Section VI.E.

Requirement	Alternative and Explanation for How Alternative Will Meet Requirement

87. Does Respondent have employees dedicated to user experience and user interface (“UX / UI”) design? How many? Describe their background and level of experience with UX / UI design.
88. How do Respondent’s UX / UI employees work with its ABLE products, and how regularly do they implement ABLE design improvements? Give two examples, including when the design improvements were made and how long it took from idea to implementation. How did Respondent determine success or need for further change?
89. What is Respondent’s experience with user experience optimization? Include specific experience that Respondent has had with ABLE-eligible individuals, Authorized Individuals and Entities. How did Respondent evaluate success or need for improvement?
90. How would Respondent structure websites to seamlessly interface with a secure recordkeeping system to provide Account Owners and Authorized Individuals with account access?
91. Describe Respondent’s processes for surveying current and potential users in order to identify and implement Program improvements.

Conversion Services

92. If Respondent attests “no” to any Section VI.F Conversion Services item(s) in Appendix A, provide an alternative to the item that will meet all of the requirements of Section VI.F.

Requirement	Alternative and Explanation for How Alternative Will Meet Requirement

93. Complete the table below (add columns or duplicate table as necessary) to show Respondent’s experience with conversions of a similar size, scope and complexity of that which will be required for the Alliance.

CONVERSION EXPERIENCE

	[NAME OF PROGRAM 1]	[NAME OF PROGRAM 2]	[NAME OF PROGRAM 3]
Number of Accounts Converted			
Total Assets Converted			
Time Taken to Complete Conversion			
Was conversion completed in accordance with the original timeline Respondent provided the client? If not, why not?			

94. Provide a timeline and a road map for completing a conversion, showing key milestones.

95. Is Respondent able to complete a conversion by July 1, 2026? Please state the latest date Respondent could start conversion work and still complete a full transition by July 1, 2026. If conversion by July 1, 2026 is not feasible for Respondent, provide an alternative target conversion date.

C. Cost Proposal

Please submit a cost proposal in the format attached hereto as Appendix B – Proposed Pricing Structure.

VI. SERVICES

Provide the following Services in compliance with all federal and state laws and regulations.

Respondent must complete Appendix A for all Services.

A. Investment Management Services

Oversee, provide and manage investment options as a fiduciary in accordance with the NAA IPS, and in compliance with all applicable state and federal laws and regulations. Investment management Services shall include, but not be limited to the following:

1. Provide recommendations for an investment framework and investment options, constructed by combining underlying funds into model portfolios. Utilize an open architecture design that allows for the use of the highest quality investment funds. Investment options offered will meet the diverse needs of the ABLE-eligible population by offering best-in-class managers, increased flexibility when choosing underlying strategies, and the ability to obtain

the lowest fees for underlying investment funds. Except for the low-risk option, Contractor will determine the net asset value of each investment option and underlying fund on each business day when the New York Stock Exchange is open for trading. Contractor must also provide a liquid, low-risk option that would be used for transactional purposes (e.g., a FDIC-insured checking account option, high yield savings account, money market);

2. Maintain a process to make recommendations to the Alliance on the Program's investment options, portfolio structure, optimization techniques, asset classes, completion strategies, and the composition of target risk asset allocations;
3. Provide custody, cash management, and recordkeeping services related to the provided investment options;
4. Provide a structure for aggregation of funds via a trust or other arrangement acceptable to the Treasurer that identifies each Member's series or assets in the trust;
5. Implement applicable investment benchmarks and measure the performance of underlying funds and portfolios against said benchmarks, and review benchmarks on at least an annual basis to ensure accuracy and relevance, reporting to the Treasurer in writing on the results of the annual review of benchmarks;
6. Monitor the performance of all investment funds and track diversification of invested assets and amounts invested by underlying funds;
7. Provide reports as set forth in the National ABLE Alliance Customer Service Performance Standards and Reporting Requirements provided in Appendix C and in accordance with procedures outlined in the NAA IPS;
8. Meet at least quarterly with the Alliance to review fund performance as compared to applicable benchmarks and peer-group performance;
9. Undergo fund manager due diligence at least annually in coordination with the Alliance. Due diligence includes, but is not limited to, research, financial analysis, legal, business continuity, accounting, and background investigations of fund managers. Fund due diligence shall be conducted in person or via video conference;
10. Conduct a fee study at least annually to assess fees charged by fund managers;
11. Abide by the terms of the NAA IPS as provided here. The NAA IPS is reviewed and updated, as needed, and at least annually; and
12. Serve as a general resource to the Alliance for information, advice and training regarding investments, reporting, due diligence and management of various investment strategies;

B. Administrative and Recordkeeping Services

Provide administrative and recordkeeping services to ensure the effective and secure operation of the Program, in accordance with all applicable federal and Member state or district laws and

regulations, and with the cooperation and approval of the Alliance. Administrative and recordkeeping Services shall include, but not be limited to the following:

1. Accessibility Requirements – Provide and ensure that all administrative services including but not limited to consumer-facing websites, mobile applications and devices, printed or digital information and documents about the Program, recordkeeping, enrollment, account management and transactional platforms are in compliance with the latest federal and state accessibility guidelines including, but not limited to, the Americans with Disabilities Act of 1990 and all subsequent amendments and regulations (“ADA,” 42 U.S.C.S. §§ 12101 et seq.), Section 508 of the Rehabilitation Act of 1973 (29 U.S.C.S. §749d), the Illinois Information Technology Accessibility Act (30 ILCS 587), and recent Justice Department rules published at 89 Federal Register 31320, requiring compliance, at minimum, with Web Content Accessibility Guidelines (“WCAG”) 2.1, Level AA. Contractor will perform annual testing and certify to the Alliance that its relevant online Services conform with WCAG 2.1, Level AA, or a more recent standard if mutually agreed in the future.
2. Optimize functionality for use on computers, tablets, and mobile devices, using all major operating systems.
3. Provide members ongoing log-in access to a staging environment, including the secure enrollment and account management platforms, so that Members can see what customers see when enrolling, managing and transacting on their accounts and for Members to be able to test new functionality before it goes live.
4. Retain all records in accordance with each Member’s Implementing Agreement.
5. Provide and maintain a secure, online enrollment and account management platform that includes, at a minimum, the following functionalities:
 - a. An enrollment process that facilitates and increases the likelihood of enrollment completion by Account Owners and/or their Authorized Individuals. Functionality shall include, but not be limited to the following:
 - i. A shared enrollment process for all Member Plans, with customization allowing individual Member Plan-specific logos, disclosures, privacy statements, any statutory and regulatory requirements, and any other Member Plan-specific information;
 - ii. The ability to select one of these account types:
 1. By an eligible adult who has legal capacity to open and manage the account;
 2. By an Authorized Individual who was appointed by an eligible adult who has legal capacity; the Alliance currently requires these appointed Authorized Individuals to have a power of attorney from the Account Owner; and
 3. By an Authorized Individual for an eligible individual who does not have legal capacity - minor or adult;

- b. A certification process for eligibility that meets the requirements of the Department of Treasury's final ABLERegulations, effective November 19, 2020 (United States, Internal Revenue Service. "Guidance Under Section 529A: Qualified ABLEReg. 74010 (Nov. 19, 2020)) ("Final Treasury Regulations");
- c. A certification that no other ABLEReg. 74010 (Nov. 19, 2020)) ("Final Treasury Regulations");
- d. A process by which an Authorized Individual who is enrolling on behalf of an Account Owner selects and certifies as to their place in the order of priority established by the Final Treasury Regulations: 1. power of attorney; 2. guardian or conservator; 3. spouse; 4. parent; 5. sibling; 6. grandparent; 7. representative payee appointed by the Social Security Administration ("SSA");
- e. An option for the Account Owner/Authorized Individual to opt into, any and all types of electronic delivery/notification of statements, confirmations and communications during enrollment;
- f. Functionality within the online enrollment process that allows upload of documents showing proof of authority for compliance review. The process must accommodate differing documentation requirements among Members and allow for differences among Members' statutory and regulatory requirements;
- g. An ability to save and return to an incomplete enrollment;
- h. A process to collect, record and report optional demographic data;
- i. A process to collect, record and report data that are associated with ABLEReg. 74010 (Nov. 19, 2020)) ("Final Treasury Regulations");
- j. A process to collect, and store in Contractor's recordkeeping system all uploaded or paper legal documents submitted during the enrollment process, including, but not limited to, identity documentation and other proof of relationship to the Account Owner (e.g. Marriage Certificates or Guardianship Orders);
- k. A process to review legal documents for regulatory compliance, including with each Member's individual statutory, Program and regulatory requirements;
- l. A dedicated, custom-built enrollment process for Entities;
- m. Any other enrollment information required by law or requested by the Alliance that is necessary for the Member to manage its Plan;
- n. Quality control protocols to provide the highest possible assurance of the accuracy of information entered into Contractor's recordkeeping system, during or as a result of the enrollment process, and, upon request, made available to Members for review;
- o. An alternative paper enrollment option, shall be made available that incorporates all of the above enrollment functions for Account Owners and/or Authorized Individuals;

- p. An account management functionality that includes, at a minimum, the following abilities for Account Owners and/or their Authorized Individuals:
- i. To view and update existing Account Owner or Authorized individual information;
 - ii. To transact on the account;
 - iii. To move current account assets from one investment option to another or change future account contribution allocations;
 - iv. To make contributions into accounts, with a minimum of the following functionality:
 1. Provide multiple, secure methods for making automatic and one-time electronic contributions;
 2. Require a minimum contribution of \$1.00;
 3. Provide a process for handling failed contributions, such as checks returned for insufficient funds or failed National Automated Clearing House Association (“NACHA” or “ACH”) contributions;
 4. An online gifting platform or method for contributors to make and identify their contributions as a gift;
 5. A process to reject contributions in excess of the annual contribution limit or that are otherwise not allowed under current law, and, if erroneously accepted, a method to return the excess contribution and any investment gains therefrom;
 6. Any other contribution process or information required by law or requested by the Alliance;
 7. Provide payroll direct deposit; and
 8. Provide direct deposit of SSA benefits;
- q. Ability to withdraw and distribute funds including, but not be limited to, the following functions:
- i. Provide multiple, secure methods for making automatic and one-time electronic distributions, to either the Account Owner, Authorized Individual, or a third party;
 - ii. Provide a method of permitting distributions via a debit card or a similar option;

- iii. Provide a process by which to comply with Internal Revenue Service (“IRS”) regulations for calculating principal and earnings on withdrawals for purposes of filing IRS Form 1099-QA; and
- iv. Provide an ability for the Account Owner and/or Authorized Individual to designate the investment option from which a withdrawal or distribution will be taken and, in absence of such designation, a default option that the Contractor will follow;
- r. Member access to the recordkeeping system to view all records for each account in the Member Plan, including legal documents, enrollment and account management documents and records, account status, and recordkeeping of customer service interactions;
- s. Ability for Entities to access, view and download reports for each account, plus all of the accounts, they manage via a single log-in;
- t. Account Owner provided with legal capacity to remove an Authorized Individual in accordance with each Member’s individual statutory and regulatory requirements;
- u. Ability to transfer ownership of account assets to a new Account Owner as permitted by the ABLE Act, IRS regulations and other applicable law;
- v. Ability to add, change, or delete automatic, recurring instructions on the account, including electronic funds transfers, withdrawals and investment exchanges;
- w. Ability to add, change or delete bank information;
- x. Ability to update existing Account Owner information;
- y. Ability to update existing Authorized Individual information;
- z. Ability to add, change or remove an email address;
- aa. Ability to change Account Owner disability and/or eligibility basis;
- bb. Ability to add or change a successor Account Owner;
- cc. Ability to add or change a successor Authorized Individual;
- dd. Ability to initiate incoming rollover from an ABLE account with another program or a 529 college savings plan;
- ee. Ability to initiate outgoing rollover to an ABLE account with another program;
- ff. Ability to add more than one Authorized Individual, when legally required;
- gg. Ability to add, change or remove Authorized Individuals;

- hh. Ability to add or change a person or Entity that can receive account information and communicate with the Member Plan about the account who is not an Account Owner or Authorized Individual (referred to as an “Interested Party”);
- ii. A procedure for annual or evergreen Account Owner eligibility re-certification;
- jj. A procedure for employed Account Owners to certify and authorize the Plan to accept contributions that exceed the basic annual contribution limit under the ABLE to Work Act;
- kk. A procedure for returning an account to active status after an Account Owner resumes being ABLE-eligible after having previously ceased to be so;
- ll. An alternative paper option shall be available that incorporates all of the above account management functions for Account Owners and/or Authorized Individuals, and for those functions for which the Contractor and the Alliance require paper forms and documents due to federal or state statute or regulations;
- mm. A clear communications process from the Plan with regard to use of email addresses that Contractor collects before, during and after the Account is opened. This includes automatic and manually generated communications from the Member Plan in regard to the above account enrollment and management processes, including but not limited to these notifications:
 - i. Status of saved enrollment, including targeted informational reminders, to encourage enrollment completion;
 - ii. Availability of transaction confirmations and of statements as soon as the confirmation or statement is complete;
 - iii. Account freeze;
 - iv. Account closure;
 - v. Account Owner is about to and has reached the Age of Majority;
 - vi. Notice of death of an Account Owner;
 - vii. Notice when account is approaching \$100,000 balance, including no fewer notifications than upon an account balance reaching \$90,000 and \$95,000; and
 - viii. An alternative paper option shall be available that includes, at a minimum, the above account communications functions for Account Owners and/or Authorized Individuals, and for those functions for which the Contractor and the Alliance require paper communications due to federal or state statute or regulations;

6. Account Closures

Maintain a process for closing accounts due to the following events:

- a. New, or previously funded, account remains at a \$0.00 balance for 90 days;
- b. Death of the Account Owner – A process for recording, tracking and closing accounts and transferring account assets to a successor Account Owner after the death of an Account Owner that meets each Member’s individual statutory and regulatory requirements;
- c. Dormant Account – A procedure for monitoring and closing dormant accounts in compliance with unclaimed property laws and policies applicable to the relevant Member; and
- d. Any other reason - A process to close accounts for any reason determined by a Member Plan in accordance with the laws and policy of the Member;

7. Regulatory Compliance and Reporting to Government Agencies

Ensure Program compliance with all related federal and state laws and regulations, including but not limited to banking, tax, security, and disability benefits laws and regulations. Such compliance and reporting steps shall include but not be limited to the following:

- a. Monitoring changes in federal and state laws and regulations that might impact the Program and providing the Alliance prompt written notice of changes;
- b. Changing and implementing new procedures within required time frames;
- c. Exchanging files and filing reports and forms electronically with all federal and/or state agencies as required, and making copies of reports available to Members;
- d. Providing individual account data to the SSA in file formats specified by the SSA;
- e. Providing and filing Form 5498-QAs in file formats specified by the IRS; and
- f. Providing and filing Form 1099-QAs in file formats specified by the IRS;

8. Accounting and Audit

Establish processes by which to provide information required by Members for accounting and audit. A Member may have specific audit requirements that will be laid out in its Implementing Agreement. Contractor’s process will include, but not be limited to the following:

- a. Providing and reconciling Contractor reports to meet the accounting requirements of each Member;

- b. Engaging an outside audit firm to provide annual audited financial statements to the Alliance, with Member assets accounted for separately;
- c. Providing data and reports to Members, upon request, for their financial audits;
- d. Providing annually, a report by a third-party auditor on Contractor's system and organization controls relevant to the program operating systems (SOC 1 Report), including Contractor controls over all subcontractors and related transactions;
- e. Providing annually, a report by a third-party auditor on the system and organization controls relevant to the program operating systems of key subcontractors (SOC 1 Report); and
- f. Providing annually, a report by a third-party auditor on Contractor's and any key subcontractor's system and organization controls relevant to security (SOC 2 Report);

9. Reporting to Members

Work closely with Members to ensure that both are meeting their fiduciary responsibilities to Account Owners. At a minimum, Contractor shall perform the following Services:

- a. Provide reports to Alliance members via a secure, web-based system on a regularly specified timeline, and on an ad hoc basis as set forth in the National ABLE Alliance Customer Service Performance Standards and Reporting Requirements in Appendix C;
- b. Establish quality control protocols to provide the highest possible accuracy of reports provided to Members via Contractor's systematic and manual reporting systems;
- c. At the request of a Member, incident memos must be prepared and delivered within a reasonable timeframe and include, at a minimum, a description of the incident, the root cause, the resolution or remediation of the incident and the process(es and/or protocol(s) implemented to prevent the incident from occurring in future. Reasonable timeframes should take into account the urgency of the matter, the nature of the incident, and any relevant deadlines or commitments. Every effort must be made to prioritize accuracy and completeness while avoiding unnecessary delays
 - i. Hold regular virtual Program status meetings with the Alliance, no less than monthly, on a mutually agreed upon day of the month;
 - ii. Conduct annual due diligence meetings with the Alliance, with on-site and virtual attendance available to Members to review and report on all aspects of Services;
 - iii. Hold individual meetings with Members on a mutually agreed upon schedule and as requested by the Member;
 - iv. Travel as reasonably requested to meet with Members; and

- v. Ensure that subpoenas, court orders, and all other legal documentation including but not limited to, notices of lawsuits or other legal actions, be forwarded to applicable Member(s) as soon as they are received in order for those Members to respond in accordance with Member state law and as required by the Member;

10. Disclosure Statements

Provide the following disclosure statement Services:

- a. Plan Disclosure Statement – Prepare and distribute a Plan Disclosure Statement, subject to approval by the Alliance, containing information common to all Member Plans to allow a prospective Account Owner to make an informed decision regarding whether to open an account in a Member Plan. The Plan Disclosure Statement will be updated as necessary to comply with federal securities laws but in any event no less than every other year, or as otherwise mutually agreed upon between the Contractor and the Alliance. The Contractor shall ensure the legal accuracy and compliance of the Plan Disclosure Statement;
- b. Addenda – Prepare a Member Plan Addendum (“Member Plan Addendum”) for each Member, subject to approval by that Member. The Member Plan Addendum shall contain Member-specific information (to be provided by the Member) such as state tax and other benefits and any Member-specific additional information that will allow a prospective Account Owner to make an informed decision about whether to open an account in the Member’s Plan. Frequency and timing of each Member Plan Addendum update will be determined by the Member. The Contractor, in conjunction with each Member, shall ensure the legal accuracy and compliance of each Member Plan addendum;
- c. Supplements – Provide any interim disclosures in a timely manner as Supplements (“Supplements”) to the Plan Disclosure Statement or a Member Plan Addendum upon receiving a request by the Alliance or the Member Plan; and
- d. Support - Provide support to Member Plans that choose to develop their own Plan Disclosure Statements and Supplements. Support shall include but not be limited to, providing investment performance and cost data for inclusion in the Member’s Plan Disclosure Statement, individual investment option descriptions, and disclosure language specific to the low-risk option, if applicable;

11. Security and Risk

Implement ongoing data security controls, monitoring and testing to ensure network and systems security across the Program. Such controls shall include but not be limited to the following:

- a. Include Multi-Factor Authentication (“MFA”) at account login with, at minimum, email and phone options;
- b. Include a know-your-customer (“KYC”) procedure for identity verification of Account Owners and/or Authorized Individuals that meets all anti-money laundering laws and other applicable federal or state regulations;

- c. Create IT infrastructure and security procedures, including cybersecurity procedures, consistent with current industry practice, and designed to prevent fraud and protect Account Owner information, and that are consistent with current industry best practice;
- d. Post each Member's privacy policy on Member Plan websites that are hosted by Contractor;
- e. Monitor and record Account Owner and Authorized Individual access to secure websites. Provide in the account records the IP address from which the account is accessed as well as the date and time;
- f. Prepare written documentation and notification protocols by Contractor and Subcontractors, to be approved by the Alliance, for material events, including but not limited to suspected or actual privacy breaches, suspected or actual data breaches, suspected or actual unauthorized disclosure of Account Owners' nonpublic personal information and fraud investigations pertaining to the Alliance or the Program;
- g. Maintain procedures and capabilities to ensure timely and accurate backup and recovery for all computers and data storage systems; and
- h. Include security and risk reporting as part of annual due diligence reporting, immediately after any occurrence and at the request of a Member;

C. Customer Service

Provide all customer service needed for the effective operation of the Program. Customer Service will include assisting eligible individuals or their representative through the enrollment process, resolving items that are not in good order, and any other issues requiring interaction with an Account Owner, Authorized Individual, or Interested Party.

Comply with all applicable laws and maintain all required registrations and licenses necessary to perform the Customer Service duties required by this RFP.

Provide dedicated ABLE customer service staff that will provide, at a minimum, with Contractor the following Services:

- 1. Customer service, at minimum, via phone and email. The ABLE call center will be located in the United States;
- 2. A separate toll-free phone number for each Member Plan with a greeting that identifies the Member Plan during optimal service hours for each Member's time zone, at a minimum Monday through Friday, 8:00 am- 5:00 pm in each Member's time zone, except for holidays and periods of pre-scheduled system maintenance;
- 3. Customer service representatives that engage in responsive communication that includes but is not limited to providing Member Plan-specific information, answering questions about

Plan benefits and eligibility, impact on public benefits, investment and low-risk options, assisting with enrollment, account management, and resolution of account issues;

4. Scripts and customer services resources, as needed, which will be reviewed and approved in advance by the Alliance;
5. Ample training for customer service representatives prior to the representatives providing service, as well as regular ongoing training to stay apprised of updates and to improve quality of service. Contractor's training curriculum and materials should be made available to Members for review, upon request;
6. A protocol, established and implemented by Contractor and subject to approval by the Alliance, for responding to and resolving complaints and for escalating calls to supervisors and to Members;
7. A back-up system to take calls in the event the primary call center is unable to take calls;
8. Authentication of the identity of Account Owners, Authorized Individuals, and Interested Parties according to industry best standards and as approved by the Alliance, including a process for authentication of Account Owners who need third-party assistance to authenticate themselves, which process must be approved by the Alliance;
9. If a particular investment option or Program feature (e.g., a debit card) is managed by a separate entity, integrated call center service or an alternative method that provides the caller with a seamless experience when transitioning from Contractor's call center to the separate entity's call center;
10. Call routing and tracking, live representatives, and the ability to leave voicemails for return calls;
11. Adherence to the performance standards specified in the National ABLI Alliance Customer Service Performance Standards and Reporting Requirements as provided in Appendix C; provide monthly reports on Customer Service performance;
12. Foreign language translation services for calls;
13. ADA-compliant call center access for individuals who are deaf or hard of hearing, and ADA-compliant customer service access for individuals with limited ability for verbal communication;
14. Post-interaction satisfaction surveys and report results regularly to Members, no less than monthly;
15. As allowed by law, recording of all in-bound and out-bound calls and retain such recordings for the period set forth in the Members' Implementing Agreements;
16. Availability of any recorded calls through remote access to the relevant Member for listening and review;

17. Maintenance of customer service call logs and summaries of communications in the account record of the subject account in accordance with the Member's Implementing Agreement;
18. Retention of records of customer service e-mails, chat logs, and calls, along with copies of forms and paper correspondence in the account record of the Account Owner for review by the Member through remote access;
19. A process for Members to have read-only access to customer service e-mails and chat logs (if live chat is used);
20. Email, Chat, and Mail Correspondence - Answering in-bound emails, live chat (if used), and paper correspondence within the performance standards specified in the National ABLE Alliance Customer Service Performance Standards and Reporting Requirements as provided in Appendix C to this RFP; and
21. Customer Service Reports – Customer service data and performance as set forth in the National ABLE Alliance Customer Service Performance Standards and Reporting Requirements in Appendix C attached to this RFP;

D. Marketing Services

Provide all marketing needed for the effective operation of the Program, including:

1. Engage in outreach on behalf of the Alliance to national disability advocacy, rights and service organizations, including seeking and funding national conference and event sponsorship opportunities that will build broad consumer awareness of the Member Plans;
2. Provide ADA-compliant promotional material that can be downloaded, customized and printed by Members for use with their own Plans. Update content at least annually or when changes in statute, rules or program policy or practice require it;
3. Support Member outreach by supplying printed brochures to Members based upon Member usage and need;
4. Provide operational processes and online functionality needed to facilitate promotional funding campaigns run by Members;
5. Assign a marketing expert, either on staff or through a subcontractor, to create a marketing plan for Members and assist Members in executing their individual marketing plans, which should, at a minimum, the following strategies:
 - a. Google ads, keywords, and search engine optimization related to the ABLE industry;
 - b. Targeted marketing campaigns through various media channels;
 - c. Social media strategies and campaigns;

6. Execute strategic marketing campaigns to grow the Alliance;
7. Provide updates and report on the effectiveness of marketing campaigns;
8. Conduct regular strategic reviews of the Alliance position in the industry, market trends, technological innovations, environmental factors, successes, challenges and available resources;
9. Provide updates and report on Alliance position at quarterly meetings;
10. Define appropriate market segments and create customer profiles for the Alliance, including those for new target audiences, that can be used by individual Member Plans;
11. Assist Members to set measurable targets for Plan growth and enrollment.
12. Incorporate existing Member Plan brands in collaboration with each Member, including, but not limited to, on Member Plan forms and websites; and
13. Develop, build, host and update public-facing Member Plan marketing websites, except for those Members that opt out of this Service. The sites may utilize shared design and content across the Alliance, yet must be individually branded with Member Plan logo and Member-specific information. The design of these websites should be unique to the Alliance; Contractor should not use a site design or template that is already in use by Contractor's other ABLE clients. At a minimum, the websites should have sections for the following topics: Member Plan information, links to enrollment, investment and low-risk options, Plan frequently asked questions ("FAQs"), informational materials, eligibility quiz, and links to resources and customer service;

E. User Experience Optimization Services

Monitor, improve, and update the engagement process for the Program's end users to build and grow enrollment. Strategies may include, but are not limited to the following:

1. Capture relevant identifying information, such as email address and phone number, to re-engage users along a multi-step journey from first awareness of ABLE, to engagement with a Member Plan, to enrollment and funding, and finally to managing their ABLE accounts. Make data available to Members for use in marketing and outreach efforts;
2. Provide reports with data and analysis on user traffic to Member websites and throughout the enrollment platform. Reports will be provided no less than monthly or as requested by Member;
3. Integrate analytics into Program management to measure engagement by the Program's end users, then establishing a clear and timely process in collaboration with the Alliance for system updates and rollouts that will improve the enrollment and account management process;

4. Collaborate with the Alliance to include responsive, actionable surveys that inform ongoing Program development and that result in timely improvements to the user experience and improved outreach to the Program's end users. Any survey schedule will be approved by the Alliance and conducted no less than quarterly;
5. Optimize Program platforms for use on computers, tablets, and mobile devices, using all major operating systems;
6. Adapt the enrollment process, including "Know Your Customer" and "Customer Identification Programs," to meet the distinct needs of the ABLE-eligible population;
7. Monitor and incorporate web accessibility guidelines and best practices to ensure ongoing accessibility of all web-based content; and
8. Provide a seamless transition from Member Plan websites to the enrollment site, regardless of whether Member Plan website is hosted by Member or by Contractor;

F. Conversion Services

If applicable, provide conversion services, at its own cost, to ensure a seamless conversion of Member assets and Account Owner information, including but not limited to the following:

1. Conversion Plan – Perform services necessary for a seamless conversion based on a detailed timeline, agreed upon between the Contractor and the Alliance, for converting accounts, assets, data, information, images and any other essential elements to Contractor's platforms, including, but not limited to, migration of customer service phone numbers and emails, Member Plan websites and other pages;
2. Communication Plan – Provide a proposed communications plan to ensure timely communications of conversion issues and news to existing Account Owners during the conversion period; and
3. Conversion Agreement – Enter into a Conversion Agreement with the current Contractor and the Treasurer detailing how the Contractor and current Contractor will cooperate to complete the Conversion Plan.

VII. AGREEMENT TERMS AND CONDITIONS

By submitting a Proposal, the Respondent agrees to each of the contractual provisions 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 four (4) years, unless terminated prior to such time in accordance with the terms of the Agreement. The Treasurer may elect to extend the Agreement for additional periods, not to exceed a total term of ten (10) years (including the initial four (4) years).

D. Termination

1. Termination without Cause: The Treasurer may elect to terminate the Agreement, or any portion of the Services, any time upon thirty (30) calendar 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. Should a portion of the Services be terminated, the parties shall amend the Agreement accordingly to reflect the reduction in Services and compensation.
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 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 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 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's 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;
- i. Contractor provides notice pursuant to Section VII.Z or fails to provide such notice; or
- j. Any other breach of contract or unlawful act by Contractor occurs.

Prior to terminating the Agreement for cause, the Treasurer may 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 terminated immediately and the Treasurer may recover any and all damages including but not limited to 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. If the Treasurer determines, in its sole discretion, that the circumstances are such that the Contractor cannot cure by remedial action, the Treasurer may provide notice of cancellation, which shall be effective upon five (5) business days from the date of the notice

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 pursuant to the Agreement, whether preliminary or final, will become and remain the property of the Treasurer, including any copyright or service marks the Contractor developed on behalf of the Treasurer, whether preliminary or final, (collectively, "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. Standard of Care; Fiduciary Status

Contractor agrees and acknowledges that it owes fiduciary and related duties to the Treasurer in regard to the services it provides under this Agreement and the investments and accounts related thereto, such duties including but not limited to the duties of care, prudence, loyalty, honesty, candor, impartiality, full disclosure, good faith, fair dealing, and diligence and the duty to account and inform. Accordingly, Contractor agrees to refrain from and avoid any action or activity that would

constitute or be likely to create a conflict of interest with respect to its duties to the Treasurer. Contractor further covenants and agrees to comply with and abide by applicable law, rules, and regulations and all policies, procedures, guidelines and governing principles as may be adopted by the Treasurer from time to time; to serve the Treasurer faithfully and to the best of its ability; and to devote that amount of time, attention and effort to the Treasurer which is reasonably necessary in order to satisfy the requirements of the Treasurer.

Contractor further acknowledges that is subject to the requirement to use prudence and care in its dealing with the Treasurer and the Services and the investments relating to the Services, in accordance with applicable law, and all other fiduciary requirements to which it is subject. Contractor accepts its appointment as such fiduciary and specifically agrees that in performing its duties hereunder it will act with the care, skill, prudence, loyalty, honesty, candor, impartiality, full disclosure, good faith, fair dealing and diligence under the circumstances then prevailing, specifically including, but not by way of limitation, the general economic conditions and the anticipated needs of the investments relating to the Services, that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims to seek to attain the goals of the Services in accordance with applicable law, rules and policies. Contractor agrees to discharge its duties with respect to the Services solely in the interest of the State.

G. 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.

H. Internal Controls

If applicable and upon request, provide the Treasurer, at no cost, with a copy of the most recent Annual Report or Form 10-K of itself or its holding company, its most recent audited internal control documents, including but not limited to SOC, SSAE 16, and SSAE 18 reports, all of which shall include the attestation of the company's independent registered accounting firm regarding the company's internal control over financial reporting.

I. Backup 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.

J. 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.

K. 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.

L. 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 shall obtain written approval from the Treasurer prior to adding or changing subcontractors. All approved subcontractors must fill out State Certifications and Disclosures and any other documentation required by the Treasurer or State law.

M. Record Retention and Audit

This Section shall survive termination of the Agreement.

Contractor and subcontractors, if any, shall maintain adequate books, records, and supporting documents related to the Agreement, including but not limited to those necessary to support amounts charged to the State under the Agreement, for a minimum of seven (7) 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 materials requested. If any litigation or claim involving the Agreement has been filed or any audit commenced before the expiration of the seven (7) 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 seven (7) year period, whichever is later and 2) in the case of any audit, until completion of the audit or until the end of the seven (7) 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.

N. 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 under no duty of confidentiality and 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: Contractor represents, warrants, and covenants that it has implemented and will maintain an information security program reasonably designed to protect the 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 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 Project that meets the requirements of applicable law.
5. Program Lists: 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.

O. 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 prior written consent of the Treasurer. Any attempt by the Contractor to transfer or assign any rights or obligations related to the Agreement without the prior written consent of the Treasurer shall render the Agreement voidable by the Treasurer. The Treasurer may unilaterally bind any successor of the Contractor to the terms and conditions of the Agreement.

P. 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 perform the Services or otherwise comply with its obligations under the Agreement.

Q. 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. Contractor must be cooperative, responsive and timely during any such review.

R. 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.

S. Access to Information

During the term of this Agreement, and thereafter, for seven (7) years after the termination of this Agreement, the Contractor shall promptly provide the Treasurer, upon request, access to all files, records, documents, data, copies of instruments, reports, and records, and any other information maintained related to the Agreement and the Services provided pursuant to the Agreement, regardless of how that information is stored. The information shall be provided in a form acceptable to the Treasurer.

T. 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.

U. 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 D.

V. 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.

W. Continuation of Services

The Contractor shall guarantee performance of the Services and agree to perform all Services in an efficient and professional manner. Notwithstanding anything to the contrary in the Agreement, 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.

Y. 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.

Z. Notice

Contractor shall provide prompt written notice to the Treasurer if any of the events listed in this Section occur. Each notice shall include, at a minimum, the date, identification and description of the event triggering the notice requirement and shall be signed by an authorized representative of Contractor.

1. A material adverse change to Contractor's or any subcontractor's financial condition;
2. Contractor's or any subcontractor's insolvency, filing of a petition in bankruptcy, becoming party to an involuntary bankruptcy proceeding, or Contractor or subcontractor making an assignment for the benefit of creditors;
3. Any significant events that would affect the Program's investment options, such as fund closures; U.S. Securities and Exchange's ("SEC") enforcement actions on fund families; run on a fund, which is defined as an increasing amount of redemptions that causes a fund manager to sell positions to meet the withdrawals, negatively impacting the portfolio's management of the fund; changes in the executive management of an investment manager utilized in the Program; or changes in the portfolio management or investment objectives;
4. Contractor's inability to perform the Services including a Force Majeure event;

5. A material change in ownership of Contractor, including the addition or departure of any partner, executive officer, board director or any other person performing similar functions, or any person owning five (5) percent or more of the equity interests in Contractor;
6. Any significant legal actions instituted against Contractor or any subcontractor, against 1) Contractor's partners, executive officers, board directors or any other persons performing similar functions, or any persons owning five (5) percent or more of the equity interests in Contractor, and/or 2) Contractor's employees in a manner that would impact or is related to the Program;
7. Any investigations, examinations (other than routine examination) or other proceedings relating to Contractor's business commenced by any governmental entity, which are not conducted in the ordinary course of business, including investigations, examinations or other proceedings involving Contractor's partners, executive officers, board directors or any other persons performing similar functions, or any persons owning five (5) percent or more of the equity interests in Contractor, and/or Contractor's employees. For the avoidance of doubt, this notice requirement requires Contractor to notify the Treasurer of its receipt of any subpoena or similar request for documents by any governmental entity;
8. If applicable, any action, event or occurrence that would be reportable in the disciplinary questions of Contractor's or any subcontractor's next Form MA or Form MA-I filing with the SEC or other required SEC filing;
9. Any enforcement action, determination, resolution, agreement, or legal or equitable remedy taken by a governmental entity against the Contractor in response to any of the investigations, examinations (other than routine examinations) or other proceedings referenced in Section Z of this Agreement. Contractor's delivery of notice pursuant to this Section Z or failure to provide the required notice shall give the Treasurer reason to terminate this Agreement for cause; or
10. Contractor or its officer(s) or principal(s), acting within the scope of their employment, are subject to a consent order, penalty, or receive any other finding of fault as a result of any publicly disclosed enforcement action or other regulatory proceeding by any governmental entity, regulatory agency, or self-regulatory organization including but not limited to the following, including any divisions thereof: the Securities and Exchange Commission, Financial Industry Regulatory Authority, Department of Justice (including any United States Attorneys' Office), Consumer Financial Protection Bureau, Department of Labor, U.S. Department of the Treasury, Federal Deposit Insurance Corporation, any State Attorney General, or the Federal Reserve System. The Contractor shall provide the Treasurer such notice within ten (10) business days of when Contractor knows or reasonably should have known of the liability or consent order. Contractor's delivery of notice pursuant to this Section Z or failure to provide the required notice shall give the Treasurer reason to terminate this Agreement for cause.

AA. Effective Notice

Except as otherwise provided in the Agreement, all inquiries, notices, demands, consents, or other communications hereunder shall be in writing and are effective upon receipt when delivered personally, or sent by e-mail or facsimile, or seven (7) business days after being sent by registered or certified mail, postage prepaid, return receipt requested at the address listed below:

If to the Treasurer:

JJ Hanley
Deputy Chief Officer, Financial Products
Office of the Illinois State Treasurer
555 W Monroe St.
14th Floor
Chicago, IL 60661
jjhanley@illinoistreasurer.gov

With a copy to

Laura J. Duque
General Counsel
Office of the Illinois State Treasurer
555 W Monroe St.
14th Floor
Chicago, IL 60661
lduque@illinoistreasurer.gov

If to Contractor, include:

Name
Title
Company
Address
Address
E-Mail Address

BB. Separate Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart. The parties agree that a fax or electronically transmitted valid and authorized original signature shall be deemed an original provided the original copies are promptly delivered.

CC. Entire Agreement

All exhibits attached hereto are hereby incorporated herein. This Agreement contains the entire agreement of the parties. This Agreement may be changed only by a written amendment signed by both parties.

APPENDIX A

Minimum Mandatory Services Requirements

____ (“Respondent Name”) attests below that it can provide all Services described in Section VI (“Services”) of the RFP. Respondent acknowledges that the Services are part of the mandatory requirements of the RFP. Respondent must check the “yes” or “no” box for each attestation. If Respondent checks “no” in any item in this Appendix A, Respondent must provide an alternative option or explanation in Questions 19, 32, 71, 81, 87 and 93, as applicable, in Section V.B of the RFP. Failure to do so may disqualify Respondent’s Proposal.

Respondent is able to provide the Service described in RFP Section VI.A.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.A.1.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.A.2.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.A.3.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.A.4.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.A.5.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.A.6.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.A.7.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.A.8.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.A.9.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.A.10	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.A.11	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.A.12	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.1.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.2.	Yes ☐	No ☐

Respondent is able to provide the Service described in RFP Section VI.B.3.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.4	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.a.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.a.i.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.a.ii.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.a.ii.1.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.a.ii.2.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.a.ii.3.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.b.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.c.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.d.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.e.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.f.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.g.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.h.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.i.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.j.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.k.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.l.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.m.	Yes ☐	No ☐

Respondent is able to provide the Service described in RFP Section VI.B.5.n.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.o.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.p.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.p.i.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.p.ii.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.p.iii.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.p.iv.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.p.iv.1.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.p.iv.2.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.p.iv.3.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.p.iv.4.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.p.iv.5.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.p.iv.6.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.p.iv.7.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.p.iv.8.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.q.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.q.i.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.q.ii.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.q.iii.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.q.iv.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP VI.B.5.r.	Yes ☐	No ☐

Respondent is able to provide the Service described in RFP Section VI.B.5.s.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.t.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.u.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.v.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.w.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.x.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.y.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.z.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.aa.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.bb.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.cc.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.dd.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.ee.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.ff.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.gg.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.hh.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.ii.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.jj.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.kk.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.ll.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.mm.	Yes ☐	No ☐

Respondent is able to provide the Service described in RFP Section VI.B.5.mm.i.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.mm.ii.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.mm.iii.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.mm.iv.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.mm.v.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.mm.vi.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.mm.vii.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.5.mm.viii.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.6.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.6.a.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.6.b.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.6.c.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.6.d.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.7.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.7.a.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.7.b.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.7.c.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.7.d.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.7.e.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.7.f.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.8.	Yes ☐	No ☐

Respondent is able to provide the Service described in RFP Section VI.B.8.a.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.8.b.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.8.c.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.8.d..	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.8.e.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.8.f.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.9.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.9.a.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.9.b.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.9.c.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.9.c.i.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.9.c.ii.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.9.c.iii.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.9.c.iv.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.9.c.v.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.10.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.10.a.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.10.b.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.10.c.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.10.d.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.11.	Yes ☐	No ☐

Respondent is able to provide the Service described in RFP Section VI.B.11.a.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.11.b.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.11.c.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.11.d.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.11.e.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.11.f.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.11.g.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.B.11.h.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.C.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.C.1.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.C.2.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.C.3.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.C.4.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.C.5.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.C.6.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.C.7.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.C.8.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.C.9.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.C.10.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.C.11.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.C.12.	Yes ☐	No ☐

Respondent is able to provide the Service described in RFP Section VI.C.13.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.C.14.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.C.15.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.C.16.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.C.17.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.C.18.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.C.19.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.C.20.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.C.21.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.D.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.D.1.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.D.2.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.D.3.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.D.4.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.D.5.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.D.5.a.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.D.5.b.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.D.5.c.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.D.6.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.D.7.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.D.8.	Yes ☐	No ☐

Respondent is able to provide the Service described in RFP Section VI.D.9.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.D.10.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.D.11.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.D.12.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.D.13.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.E.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.E.1.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.E.2.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.E.3.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.E.4.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.E.5.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.E.6.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.E.7.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.E.8.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.F.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.F.1.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.F.2.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section VI.F.3.	Yes ☐	No ☐

< Signature Block on Following Page >

SIGNATURE: _____

NAME: _____

TITLE: _____

COMPANY (Respondent): _____

DATE: _____

APPENDIX B

PROPOSED PRICING STRUCTURE

Using this Appendix B, Respondent must provide all proposed fees for all Services as set forth below. Amounts, fees or charges not included in this Appendix B will not be considered and may result in disqualification of the proposal submitted. Responses to this Appendix B will be used as the basis for comparing and evaluating proposed costs.

1. Please complete the table below to show all applicable fees to be assessed on each proposed Investment Option. Fees in the investment expense column must reflect the weighted fees of the underlying investments shown in Respondent's answer to Question 8 below. Fees should reflect costs associated with paper delivery of account communications, including program disclosure statements, account statements and confirmations.

Investment Option	Investment Expense	Program Management Fees		Total Fees	
		Asset-based	Dollar-based	Total Asset-Based	Dollar-Based

2. Please provide the reductions in asset- and / or dollar-based program management fees for electronic delivery of account communications.
3. Please indicate what, if any, portion of the proposed asset or dollar-based fees will be paid to Members.
4. Please indicate whether the fees in Respondent's answer to Question 1 will be reduced as the asset or account base increases. Provide the exact breakpoints for those fees.
5. If you are proposing dollar-based fees, please explain any exceptions to the fees.
6. Using the table below, identify any additional fees associated with your proposed debit card option. Indicate if these fees will decrease as card issuance or usage increases.

Fee Type	Fee Amount	Frequency (e.g., monthly, quarterly, one- time)	Additional Details

7. Identify any additional fees, expenses or costs associated with your proposal and indicate if these other fees, expenses or costs will decrease as assets or accounts increase. Provide a written description and explanation of each fee if it is not self-explanatory. Any expense or cost not identified in this Appendix B will not be considered.
8. If you intend to include registered mutual funds, Exchange Traded Funds (ETFs) or separately managed accounts in the proposed investment line-up, please provide the fund name, ticker and fund expense ratio as follows (complete for as many funds as applicable):

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

9. Using the table below, specify, in dollars, the amount of discretionary funding Respondent offers for marketing and outreach, assuming an initial four-year Agreement term. The amounts Respondent specifies should not include the value of in-kind services, overhead, or personnel. Only include marketing dollars Respondent will provide to be spent at Members' discretion either on their own or by Respondent for paid marketing strategies on behalf of the individual Member.

MARKETING SUPPORT

Year 1	\$
Year 2	\$
Year 3	\$
Year 4	\$
Total	\$
Each additional renewal year, if any	\$

10. The Treasurer anticipates that the successful Respondent (“Contractor”) will enter into an agreement (“Agreement”) with the Treasurer for an initial term of four (4) 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 four (4) years. Describe how your fees would change if the initial term of the Agreement were extended.

APPENDIX C

NATIONAL ABLE ALLIANCE CUSTOMER SERVICE PERFORMANCE STANDARDS AND REPORTING REQUIREMENTS

CUSTOMER SERVICE PERFORMANCE STANDARDS

Contractor shall adhere to, at a minimum, the following customer service performance standards, and have in place remediation, resolution and future-prevention protocol that ensures standards are met:

- Call center abandonment rate of less than 2.00%
- Call center average speed of answer of all answered Alliance call (ASA) will be less than or equal to forty-five (45) seconds
- 99% of all incoming postal mail for account related financial matters answered within two (2) business days of receipt
- 99% of all incoming postal mail for non-financial matters answered within five (5) business days of receipt for nonfinancial matters
- 99% of all incoming email for account related financial matters answered within one (1) business day of receipt
- 99% of all incoming email for non-financial matters answered within two (2) business days of receipt
- Member notified within one (1) business day of any call, postal, email or other communication from a Member's legislator, government official, or any other elected official
- 99% of requests for Member Plan enrollment or informational materials fulfilled within two (2) business days of receipt
- 98% of all new account openings processed within one (1) business day of receipt of all documentation, provided all documentation is in good order
- 99% of contributions processed accurately
- 98% of all withdrawal requests processed within one (1) business day of receipt, provided all documentation is in proper order, and there are sufficient funds available
- 98% of withdrawal requests processed accurately
- 99% of contributions process within one (1) business day of receipt, provided all documentation is in good order
- Acknowledgement of customer complaints received by call, email or letter within twenty-four (24) hours of Contractor's receipt
- 95% of customer complaints resolved within three (3) business days unless precluded by applicable legal requirements

REPORTING REQUIREMENTS

Contractor shall make available the below-listed Alliance and Member Plan reports to each Member via a secure, online platform, along with any other ad-hoc reports requested by a Member. Reports shall include percentages of totals and percentage changes (growth/decline) where suitable and will provide filters for more detailed analysis wherever possible. Reports will be posted for daily, weekly, monthly, quarterly, calendar year-end, fiscal year-end and since-program-inception reporting periods. Reports will include, but not be limited to:

Customer Service

- Adherence to Customer Service Performance Standards (above)
- Number of calls received
- Number of calls answered
- Abandonment rate
- Average hold time; longest hold time before representative picks up
- Average time to answer
- Average talk time
- Reason for call
- Number of emails
- Number of written correspondences received by mail
- Response times
- Number call, email or mail communications referred to Member
- Reason for correspondence

Investment Management

- Asset balances by investment option
- Contributions by investment option
- Distributions by investment option
- Underlying fund balances
- Investment option and underlying fund performance and benchmarks

Administrative and Recordkeeping

General

- Newly opened accounts
- Newly funded accounts
- Total zero-balance accounts – including reason
- Total NIGO accounts (“Not in Good Order”) – including reason
- Total accounts certified as ABLE to Work
- Total accounts opened and amount by rollover from another state’s Plan
- Total amount by rollover from 529 plan
- Total accounts closed – including reason for closure
- Total funded accounts
- Total open accounts
- Number of contributions
- Method of contribution
- Total contributions
- Number of Distributions/withdrawals
- Method of distribution/withdrawal
- Total distributions/withdrawals
- Total assets
- Average account balance

- Account Types
- Hierarchy Types
- Frozen accounts by freeze type
- Deceased Account Owners
- Not in Good Order (NIGO)

Account management and asset-based fees

- Number of accounts assessed a fee
- Number of accounts that are not assessed a fee and reason
- Total account management fees assessed
- Account management fees accrued
- Account management fee due to program manager
- Account management fee due to Member
- Account management fees paid to Member
- Number of accounts assessed asset-based fees
- Total asset-based fees assessed

Administrative and Recordkeeping Report Filters

- Eligibility
 - Age of disability onset
 - Meets SSA standard for disability
 - Receives SSI and/or SSDI benefits
 - Possesses physician letter
- Disability IRS form 5498-QA diagnosis code;
- In-state county
- Enrollment from another state – break out state name
- Method of enrollment (online vs. paper)
- Method of transaction confirmation and statement delivery (online vs. paper)
- Method of contribution (e.g. check, ACH, payroll deduction gift),
- Account managed by Authorized Individual, broken down by type of Authorized Individual
- Account managed by Entity
 - Entity Reporting
 - Individual reports per Entity that include, but are not limited to:
 - Account opening date
 - Account Owner birthdate
 - Account number
 - Account balance
 - Deposits for reporting period
 - Transactions – contributions, withdrawals, etc.
- Account managed by Account Owner
- Account Owner age
- Account Owner veteran status
- Account Owner ABLE to Work status

APPENDIX D

ILLINOIS STATE TREASURER CERTIFICATIONS

____ (“CONTRACTOR”) makes the following certifications and by completing these certifications agrees to the following:

1.0 Anti-Bribery.

The 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 acknowledges that the Chief Procurement Officer may declare void the agreement for which these certifications are provided and, if applicable, to which they are attached (“Agreement”) if this certification is false.

2.0 Bid-Rigging/Bid-Rotating.

The 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.

- a. If the CONTRACTOR employs 25 or more employees and this Agreement is worth more than \$5,000, the CONTRACTOR certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act (30 ILCS 580).
- b. If the CONTRACTOR is an individual and this Agreement is worth more than \$5,000, the CONTRACTOR certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract.

4.0 U.S. Export Act.

The CONTRACTOR certifies that neither the CONTRACTOR nor any substantially-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.

The 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, the 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.

The 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), which prohibit discrimination against persons with disabilities by the Office of the Illinois State Treasurer (“Treasurer”), whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving the Agreement, the 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.

The 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.

If the CONTRACTOR has been convicted of a felony, CONTRACTOR certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor’s office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10). The CONTRACTOR further acknowledges that the Chief Procurement Officer may declare the Agreement void if this certification is false.

9.0 Former Employment.

The CONTRACTOR, if an individual, sole proprietor, partner or an individual as member of a LLC, has informed the Treasurer in writing if the CONTRACTOR was formerly employed by the Treasurer 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.

The CONTRACTOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has the 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.

The 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.

The CONTRACTOR shall report to the Treasurer's Executive Inspector General, 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.

13.0 Discriminatory Club.

The 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.

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

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

15.0 License; authorized bidder or offeror.

The CONTRACTOR, directly or through its employees, shall have and maintain any license required by this Agreement. The CONTRACTOR further certifies that it is a legal entity that was authorized to do business in Illinois prior to the submission of any bid, offer, or proposal for this Agreement 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 Agreement.

17.0 Records Retention; Right to Audit.

The CONTRACTOR agrees 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 years from the last action on the Agreement or after termination of the Agreement, whichever is longer. The 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 Officer, internal auditor and the Treasurer; the CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all requested 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.

The 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 the 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 Article 50 of the Illinois Procurement Code (30 ILCS 500/50).

19.0 Late Payments.

Payments, including late payment charges, if any, will be paid in accordance with the Illinois Prompt Payment Act (30 ILCS 540/1) and the Illinois Administrative Code (74 Ill. Adm. Code 900). This shall be the CONTRACTOR's sole remedy for late payments by the Treasurer. Payment terms contained on the CONTRACTOR's terms or invoices shall have no force and effect.

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.

The CONTRACTOR certifies that neither it, nor any affiliate, is 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 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. The CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if the 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.

The CONTRACTOR, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies that CONTRACTOR 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 if that individual is in default of an educational loan. The CONTRACTOR further acknowledges that the Treasurer may declare the Agreement void if this certification is false or if the CONTRACTOR is determined to be in default on 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.

The 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.

The 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 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. The CONTRACTOR further acknowledges that the Treasurer may declare the Agreement void if this certification is false or if the 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.

The CONTRACTOR certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Agreement have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.

27.0 Sarbanes-Oxley Act and Illinois Securities Law.

The 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 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). The CONTRACTOR further acknowledges that the Treasurer may declare the agreement void if this certification is false or if the 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.

The 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 and the CONTRACTOR. The CONTRACTOR shall promptly notify the Treasurer in any event where such more favorable terms should apply.

31.0 Board of Elections Registration.

The CONTRACTOR certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). The CONTRACTOR will not make a political contribution that will violate these requirements.

In accordance with Section 20-160 of the Illinois Procurement Code, the CONTRACTOR certifies as applicable:

_____ The CONTRACTOR is **not required to register** as a business entity with the State Board of Elections.

(or)

_____ The CONTRACTOR **has registered** as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration.

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 (410 ILCS 45). The CONTRACTOR further acknowledges that the Treasurer may declare the Agreement or any related 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, and prohibits a contractor from retaining a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement.

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:

- a. 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
- b. 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:

39.0 Steel Products.

The CONTRACTOR certifies steel products used or supplied in the performance of a contract with the Treasurer for public works shall be manufactured or produced in the United States, unless the Treasurer grants an exception. 30 ILCS 565.

40.0 Printing.

The CONTRACTOR certifies the following regarding any printing services provided pursuant to this Agreement:

- a. All books, pamphlets, documents, and reports published through or by the State of Illinois or any State agency, board, or commission shall have printed thereon "Printed by authority of the State of Illinois", the date of each publication, the number of copies printed, and the printing order number. 30 ILCS 500/20-105.
- b. No publication may have written, stamped, or printed on it, or attached to it, "Compliments of (naming a person)" or any words of similar import. 30 ILCS 500/20-105.
- c. Every printed annual report produced pursuant to the Agreement shall bear a statement indicating whether it was printed by the State of Illinois or by contract and indicating the printing cost per copy and the number of copies printed. 30 ILCS 500/25-55.
- d. Any offset printing under this Agreement shall utilize soybean oil-based ink or vegetable oil-based ink unless the Treasurer's Chief Procurement Officer determines that another type of ink is required to assure high quality and reasonable pricing of the printed product. 30 ILCS 500/45-15.

41.0 Information Technology Accessibility.

The CONTRACTOR certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this Agreement comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/itaa). 30 ILCS 587.

42.0 Cybersecurity.

The CONTRACTOR certifies that CONTRACTOR's products have not been prohibited for purchase by federal agencies pursuant to a United States Department of Homeland Security Binding Operational Directive. 30 ILCS 500/25-90.

43.0 Equal Opportunity.

The Department of Human Rights' Equal Opportunity requirements are incorporated by reference (44. Ill. Adm. Code 750.20).

44.0 Freedom of Information Act.

The Agreement and all related public records, as defined by the Illinois Freedom of Information Act ("FOIA")(5 ILCS 140) maintained by, provided to or required to be provided to the Treasurer may be subject to FOIA notwithstanding any other provision to the contrary that may be found in this Agreement.

45.0 Domestic Products.

The CONTRACTOR certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the Agreement or a subcontract that are manufactured in the United States, or in Illinois, where applicable. 30 ILCS 517.

46.0 Expatriated Entities.

Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act (35 ILCS 5), shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

47.0 Warranties.

- a. The CONTRACTOR warrants that the supplies furnished under this Agreement will: (i) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the CONTRACTOR and agreed to by the Treasurer, including but not limited to all specifications attached as exhibits hereto; (ii) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (iii) comply

with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (iv) be of good title and be free and clear of all liens and encumbrances; and (v) not infringe on any patent, copyright or other intellectual property rights of any third party. The CONTRACTOR agrees to reimburse the Treasurer for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

- b. The CONTRACTOR shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the Treasurer's payment, acceptance, inspection or failure to inspect the supplies.

48.0 Vacancies.

The CONTRACTOR certifies that, for the duration of this Agreement, it:

- a. will post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- b. will provide an online link to these employment vacancies so that this link is accessible through the <https://illinoisjoblink.illinois.gov/> website or its successor system; or
- c. is exempt from Section 1005-47 of the Civil Administrative Code (20 ILCS 1005/1005-47) because the Agreement is for construction-related services as that term is defined in Section 1-15.20 of the Procurement Code; or the Agreement is for construction and CONTRACTOR is a party to a contract with a bona fide labor organization and performs construction.

49.0 Minority Contractor Initiative.

Any vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15 to cover expenses related to this initiative. The Comptroller shall deduct the fee from the first check issued to the CONTRACTOR under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

50.0 Prevailing Wage.

As a condition of receiving payment the CONTRACTOR must (a) be in compliance with the Agreement, (b) pay its employees prevailing wages when required by law, (c) pay its suppliers and subcontractors according to the terms of their respective contracts, and (d) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. Current prevailing wages are available on the Illinois Department of Labor's official website, which shall be deemed proper notification of any rate changes under this Section. The CONTRACTOR is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements.

51.0 Employment Tax Credit.

Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216-217. Please contact the Illinois Department of Revenue for information about tax credits. Prospective contractors are encouraged to hire qualified veterans as well as qualified Illinois minorities, women, persons with disabilities and residents discharged from any Illinois adult correctional center and those who do may be eligible for tax credits pursuant to Section 216 and 217 of the Illinois Income Tax Act (35 ILCS 5/216 and 217).

52.0 Collective Bargaining.

In the event that CONTRACTOR is a successor contractor to another vendor providing the services covered by this Agreement and the employees of that vendor who provided those services are covered by a collective bargaining agreement, the CONTRACTOR certifies (a) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the Agreement subject to its bid or offer; and (b) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this Agreement. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

53.0 Specifications.

The CONTRACTOR certifies it is not barred from having a contract with the Treasurer based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information) (30 ILCS 500/50-10(b), 30 ILCS 500/50-10.5(e)).

54.0 Invoicing.

By submitting an invoice, the CONTRACTOR certifies that the supplies or services provided meet all requirements of the Agreement, and the amount billed and expenses incurred are as allowed in the Agreement. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the Treasurer no later than July 31 of that year; otherwise, the CONTRACTOR may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

- a. The CONTRACTOR shall not bill for any taxes unless accompanied by proof that the Treasurer is subject to the tax. If necessary, the CONTRACTOR may request the Treasurer's tax exemption number.

- b. The CONTRACTOR shall invoice at the completion of the Agreement unless invoicing is tied in the Agreement to milestones, deliverables, or other invoicing requirements agreed to in the Agreement.

55.0 Subcontractors.

These Illinois State Treasurer Certifications, in their entirety, apply to subcontractors used on this Agreement. The CONTRACTOR shall include these Certifications in any subcontract used in the performance of the Agreement and shall provide a copy, completed by any such subcontractor, to the Treasurer.

56.0 Continuing Compliance.

The CONTRACTOR acknowledges and agrees that any contractor or subcontractor that has entered into a contract for more than one year in duration for the initial term or any renewal term shall certify, by January 1 of each fiscal year covered by the Agreement after the initial fiscal year, any changes that affect its ability to satisfy the requirements of Article 50 of the Procurement Code pertaining to eligibility for contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its Certifications a detailed explanation of the circumstances leading to the change in certification status. If a contractor or subcontractor continues to meet all requirements of this Article, it shall not be required to submit any certification or if the work under the contract has been substantially completed before contract expiration, but the contract has not yet expired. A contractor or subcontractor that makes a false statement material to these Certifications is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Illinois False Claims Act for submission of a false claim. 30 ILCS 500/50-2.

<< SIGNATURE PAGE FOLLOWS >>

These certifications are submitted by the CONTRACTOR listed below. The CONTRACTOR acknowledges and agrees that compliance with these certifications in their entirety for the term of the Agreement and any extensions or renewals is a material requirement and condition of the Agreement. By executing the Agreement, the CONTRACTOR certifies compliance with these certifications in their entirety and that it is under a continuing obligation to remain in compliance and report any non-compliance.

CONTRACTOR

By: _____
Signature

Name

Title

Date

DISCLOSURES

FINANCIAL INTEREST AND POTENTIAL CONFLICTS OF INTEREST

(Disclosure Form A)

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

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

This requirement applies to contracts with an annual value exceeding the small purchase limit established pursuant to 44 Ill. Adm. Code 1400.2020(a).

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

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

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

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

Name: _____

Address: _____

- b. For each individual named above, show the type of ownership/distributable income share:

sole proprietorship _____ stock _____ partnership _____ other (explain)

_____.

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

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

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

The percent of ownership _____ %

or

The value of the ownership interest \$ _____

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

- | | | | |
|----|--|--------------|-------------|
| a. | State employment, currently or in the previous 3 years, including contractual employment of services | Yes
_____ | No
_____ |
| b. | State employment for spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. | Yes
_____ | No
_____ |
| c. | Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois, or the statutes of the State of Illinois currently or in the previous 3 years. | Yes
_____ | No
_____ |
| d. | Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. | Yes
_____ | No
_____ |
| e. | Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. | Yes
_____ | No
_____ |
| f. | Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. | Yes
_____ | No
_____ |
| g. | Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. | Yes
_____ | No
_____ |

- | | | | |
|----|--|--------------|-------------|
| h. | Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. | Yes
_____ | No
_____ |
| i. | Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee with either the Secretary of State or the Federal Board of Elections. | Yes
_____ | No
_____ |
| j. | Relationship to anyone; spouse, father, mother, son, or daughter, who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. | Yes
_____ | No
_____ |

This disclosure is submitted on behalf of

(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

Name (printed) _____ Title _____

Signature _____ Date _____

DISCLOSURES

OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

(Disclosure Form B)

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

Contractor/offeror shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with an annual value exceeding the small purchase limit established pursuant to 44 Ill. Adm. Code 1400.2020(a).

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 _____