



OFFICE OF THE ILLINOIS STATE TREASURER
MICHAEL W. FRERICHS

**Request for Proposals
Administrative Consulting
Services
370-200-25-018**

December 20, 2024

Proposals due before 1:00 p.m. CT on January 22, 2025

Mr. Christopher M. Flynn
Chief Procurement Officer
One East Old State Capitol Plaza
Springfield, IL 62701

Office of the Illinois State Treasurer
Request for Proposals
Administrative Consulting Services
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I. OVERVIEW

The Office of the Illinois State Treasurer (“Treasurer”) is issuing this Request for Proposals (“RFP”) for an administrative consultant (“Contractor”) for the Treasurer’s programs, with a particular emphasis on the Illinois College Savings Plans (“College Savings,” as further described in Section II.A below), the Illinois Achieving a Better Life Experience Act Savings Pool (“ABLE”), and the Secure Choice Savings Program (“Secure Choice”). The Contractor shall assist the Treasurer in the formulation of strategy, structuring, marketing, implementation, and oversight of Treasurer programs.

Consultants who submit responses (“Respondents”) must submit their responses to this RFP (“Proposals”) before 1:00 p.m. CT on January 22, 2025. The Treasurer intends to select a Respondent with extensive expertise and experience in the following areas:

1. strategic implementation, management, and assessment of state-administered investment programs;
2. the 529 and 529A, and state-facilitated retirement program landscape; and,
3. client counseling, third-party review and rankings, structuring 529-type investment vehicles/programs, and marketing of investment products to a broad market.

The Contractor shall enter into a contract with the Treasurer (“Agreement”) for an initial term of four (4) years. Upon expiration of this term, the Treasurer 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.

II. BACKGROUND

This Section provides an overview of College Savings, ABLE and Secure choice.

A. College Savings: Bright Start and Bright Directions

The Treasurer serves as trustee and administrator of College Savings and its investment pool. College Savings includes the Bright Directions Advisor-Guided 529 College Savings Program (“Bright Directions”) and the Bright Start Direct-Sold College Savings Program (“Bright Start”). Bright Directions and Bright Start are savings vehicles, intended to be used for the qualified higher education expenses of beneficiaries under Section 529 of the Internal Revenue Code (“Code”). College Savings receives no appropriations from the State of Illinois.

Bright Start and Bright Directions offer participants a variety of investment options that suit individual needs and preferences. Participants have the freedom to choose from a variety of options to create their own investment portfolio or choose a static asset allocation investment portfolio, or choose a diversified investment portfolio that automatically rebalances based on the beneficiary’s educational time-horizon. The range of choices is based on a participant’s risk tolerance, and/or the participants preference for actively or passively managed funds. College Savings’ assets are invested in portfolios provided through the program managers in accordance with the Treasurer’s Bright Start and Bright Directions Investment Policy Statements. The

program managers also provide administrative services, customer service, recordkeeping, marketing, and distribution. The Contractor will be expected to closely work with College Savings managers, and other consultants in the evaluation and provision of management services. Currently, the program managers for College Savings are Union Bank & Trust Company for Bright Directions and TIAA-CREF Tuition Financing Inc. for Bright Start.

Please note the following relevant information on College Savings as of November 30, 2024:

Plans	Unique Beneficiary Accounts	Assets	Investment Portfolios
Bright Directions	418,984	\$8.1 billion	48
Bright Start Direct	489,125	\$12.6 billion	26

B. ABLE

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, P.L. 113-295 and codified as Section 529A of the Internal Revenue Code of 1986, as amended (Section 529A hereinafter, “ABLE Act” or “529A”). 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. In December 2017, through Public Law 115-17, provisions from the ABLE Financial Planning Act were enacted into law, amending the Internal Revenue Code to allow tax-free rollovers from 529 qualified tuition accounts into ABLE accounts. Provisions of the ABLE to Work Act were also enacted through Public Law 115-17, allowing ABLE-eligible individuals to save additional amounts in an ABLE account above the annual maximum contribution if they work and earn income.

The United States Department of the Treasury issued final 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”).

In order to open 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” or “Account Owner”). According to the ABLE Act, 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 Beneficiary or Account Owner may designate an authorized legal representative (“Authorized Individual”) who is authorized to act on their behalf. This Authorized Individual may be a person, organization, or entity.

The Illinois ABLE Program was established by [Public Act 99-145](#), which took effect on January 1, 2016. In 2016, recognizing the importance of economies of scale to attract potential program managers and deliver a high-quality, cost-effective program for ABLE savers, Illinois took a leadership role in establishing an ABLE consortium, now known as the National ABLE Alliance (the “Alliance”). The Alliance currently has nineteen (19) members, eighteen (18) states and the District of Columbia, and Illinois continues to lead and coordinate efforts, including joint efforts with the program managers, issuance of RFPs, and representing the Alliance in various matters and as needed in the National Association of State Treasurers’ (“NAST”) ABLE Savings Plans Network (“ASPN”). The Alliance continues to work to grow membership.

Please note the following relevant information on ABLE as of November 30, 2024:

Funded Accounts	6,767
Total Assets	\$78,897,059
Average Account Size	\$11,500

C. Secure Choice

The Illinois Secure Choice Savings Board (“Board”) authorized the Office of the Illinois State Treasurer (“Treasurer”) to issue this Request for Proposals for Administrative Consulting Services (“RFP”) on behalf of the Board.

On January 5, 2015, the Illinois Secure Choice Savings Program Act, 820 ILCS 80/1 et seq., (“Act”), was signed into law, thereby establishing the Secure Choice Savings Program (“Secure Choice”) and its Board. The Act is a state law that applies to all businesses that have been operating in Illinois for at least two (2) years, that had at least five (5) Illinois employees in every quarter of the previous calendar year, and do not offer a qualified retirement plan. If a covered business does not sponsor or contribute to a qualified plan, then the business will automatically enroll eligible employees into Secure Choice, which is a payroll deduction savings program by which an employee can fund their own Individual Retirement Account (“IRA”). Employees eligible to participate in Secure Choice may opt-out of it entirely. Those who do not opt out will be enrolled into a default target date Roth IRA with a default five percent (5%) payroll deduction but can choose to change their fund option or contribution amount at any time. Accounts are owned by individual participants and are portable.

Please note the following relevant information on Secure Choice as of November 30, 2024:

Funded Accounts	154,435
Total Assets	\$227,236,318
Registered Employers	27,479

III. SCOPE OF WORK

The Contractor shall perform the following services (collectively, the “Services”), in accordance with

all applicable laws, rules, regulations, and Treasurer policies:

A. Plan Governance and Administration

1. Assess the Treasurer's current program structures and practices, and advise on any possible improvements;
2. Make policy and administrative recommendations on the Treasurer's programs as industry standards and best practices evolve;
3. Advise on requests for proposals, including without limitation, reviewing and advising the Treasurer on the drafting of the request for proposals, evaluating and advising the Treasurer on proposals received, and any other services directly related to the procurement of services for the Treasurer's investment-related programs, including, but not limited to, College Savings, ABLE and Secure Choice;
4. Provide assistance with programmatic matters for the Treasurer's programs, including, but not limited to, oversight, due diligence, program conversions, the launch of new programs or products, and/or the redesign of existing program infrastructure;
5. Provide feasibility studies and on-going analysis of other state-level and federal programs upon request; and,
6. Provide periodic trainings to Treasurer staff and board members on relevant law, regulations, and best practices related to the administration of College Savings, ABLE, Secure Choice, and other Treasurer programs, as applicable;

B. Marketing and Brand Services

1. Provide general strategic consulting advice on program design and structure for the Treasurer's programs, using insight from the 529 industry and other tax-advantaged investment plans;
2. Evaluate, advise, and provide recommendations on strategies to enhance the Treasurer's financial program rankings by third-party rating agencies;
3. Compare and contrast distribution channels and methods of the 529 and 529A plans;
4. Support the marketing efforts of the Treasurer's programs to enhance the economic, racial, ethnic, and geographic diversity among program participants; and,
5. Provide feedback on recommendations made by outside marketing firms;

C. Investment Services

1. Analyze investment policies, options, and disclosure language to ensure alignment with applicable law, industry standards, and best practices; and,

2. Consult on recommendations of outside investment advisors;

D. Industry Updates

1. Upon request, provide updates on industry developments, including legislative and regulatory changes;
2. Maintain awareness of competitor 529 and 529A plans and developments within the 529 industry; and,
3. Stay abreast of emerging and innovative strategies within the financial industry, providing insights and recommendations to the Treasurer;

E. Ongoing Services

1. Provide analysis of the Treasurer's program managers' performance, particularly in marketing and administrative areas, using monthly, quarterly and annual data;
2. Provide support in assessing the marketing and administrative benchmarks for the Treasurer's financial programs;
3. Provide unlimited consultation availability by telephone and in-person for the Treasurer or designated individuals;
4. Provide ad hoc advice to the Treasurer or designated individuals, both orally and in writing, on various matters related to the Services;
5. Work with consultants and program managers, as needed and as assigned by the Treasurer;
6. Provide a cost analysis and industry comparison for administration and investment management fees;
7. Provide constant monitoring and timely review and analysis of key events that could potentially affect the programs and/or individual funds, including significant market events, mergers and acquisitions, public offerings, changes in fund senior management, and new and proposed federal and state legislation and regulations;
8. Meet with the Treasurer to answer questions regarding the reports submitted by the Contractor and the analysis conducted on an ad hoc basis, but no less than four times per year;
9. Be available to discuss any investment issues with the Treasurer and/or with portfolio managers on an as-needed basis;
10. Serve as a general resource to the Treasurer for information, advice, and training regarding, but not limited to the following: industry trends, market conditions, investment

policy, portfolio design, risk management, pool reporting, fund management, asset allocation, and investment strategies;

11. Attend meetings at the discretion of the Treasurer to present research, reports, and analyses and to respond to questions;
12. Attend quarterly, semi, or annual due diligence and review meetings for management and operations and prepare a written summary of such meetings to the Treasurer;
13. Submit an annual report to the Treasurer detailing the Contractor’s activities for the programs conducted within each calendar year;
14. Provide or recommend education sessions for the Treasurer, as requested; and,
15. Prepare presentations to the Treasurer on various financial informational topics, as needed.

IV. RFP PROCESS AND SCHEDULE

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

A. RFP Schedule

The following is the schedule for this RFP:

Date	Event
December 20, 2024	RFP published on the Treasurer’s website.
December 30, 2024	All Respondent questions due by 9:30 a.m. CT.
January 10, 2025	Responses to all questions posted on the Treasurer’s website.
January 22, 2025	Proposals due before 1:00 p.m. CT. Proposals will be opened at 2:00 p.m. CT.
Week of February 3, 2025	Interviews, if any, with final candidates.
Week of February 10, 2025	If applicable, best and final offer due.
Week of February 10, 2025	Notification of award and begin negotiation of Agreement.

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

B. Contact Information

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

Respondents should submit questions about the intent or content of this RFP and request clarification of any and all procedures used for this procurement prior to the submission of a Proposal. Respondents must submit their questions in writing by e-mail to the CPO by 9:30 a.m. CT on December 30, 2024.

Christopher Flynn
Chief Procurement Officer
Illinois State Treasurer's Office
1 East Old State Capitol Plaza
Springfield, IL 62701
cflynn@illinoistreasurer.gov

C. Proposal Submittal

1. Packet submission in hard copy form

Proposals submitted in hard copy form must be submitted in a sealed envelope or package with “Administrative Consulting Services Proposal 370-200-25-018 for the Office of the Illinois State Treasurer” shown in the front of the envelope or package, along with Respondent's name and address.

If confidentiality of any information is asserted, please include an electronic Redacted Copy in accordance with Section IV.E.10 of this RFP.

Packet must be mailed to:

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

Proposals must be received before 1:00 p.m. CT on January 22, 2025, and will be opened publicly, via livestream only, at 2:00 p.m. CT on January 22, 2025. The livestream will be available online at <https://www.facebook.com/ILTreasurerProcurement>.

2. Packet submission via electronic form

When submitting a Proposal electronically, please e-mail the following to AdministrativeConsultingRFP@illinoistreasurer.gov:

- a. name of contact person
- b. business name and business address
- c. e-mail address and telephone number
- d. a complete list of submitted files

3. Use of electronic version of this RFP

This RFP is electronically available. If Respondent electronically accepts the RFP, s/he 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. Questions about 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 also 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's employees or its contractors concerning this RFP is not binding on the Treasurer, and shall in no way alter a specification, term or condition of this RFP.

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 response to this RFP is each Respondent's responsibility and may not be charged to the Treasurer.

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 Proposal. Such amended Proposal must be a complete replacement for the previously submitted Proposal and must be clearly identified as such in the transmittal letter to the CPO.

8. Proposal is an Offer

A Proposal submitted 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. Response to RFP is State Property

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

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

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.

12. CPO May Cancel the 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.

13. Additional Information

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

V. PROPOSAL

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

A. Proposal Format

All Proposals must be submitted within the prescribed format to facilitate objective review. Any Proposal that materially deviates from this format will be rejected without further

consideration of its content. Proposals that contain false or misleading statements or that provide references that do not support an attribute or condition claimed by Respondent may also be rejected.

Narratives should provide a concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on clarity, brevity and completeness of response. Respondent's Proposal shall contain the following:

1. Cover Letter - The Proposal must be accompanied by a transmittal letter that designates the name, physical address, e-mail address, and the telephone number of the person or persons available for contact concerning the response and who is authorized to make representations on behalf of Respondent's organization.
2. Table of Contents - Include a listing of the main chapters and paragraph headings contained in the Proposal, including page numbers.
3. Introduction - Include any introductory remarks, not to exceed two (2) pages, deemed appropriate. Briefly discuss such topics as Respondent's background, management, facilities, staffing, related experience and financial stability.
4. Scope of Work - Provide a narrative, not to exceed five (5) pages, describing Respondent's proposed general conceptual approach to the delivery of the Services and any other information Respondent believes is relevant.
5. Answers to Questions - Respondent must respond to all of the questions. Respondent's answers must include the headings (e.g. "Background and Experience") and be numbered in the order provided in Section V.B of this Proposal.
6. 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.
7. Unique Capabilities - Provide a summary, not to exceed five (5) pages, of any unique expertise, products or services that distinguish Respondent.
8. State Certifications and Disclosures - Respondent and any subcontractor(s) must submit the following three (3) fully executed documents: Illinois State Treasurer Certifications, Disclosures Financial Interest and Potential Conflicts of Interest (Disclosure Form A), and Disclosures Other Contract and Procurement Related Information (Disclosure Form B).
9. Cost Proposal - Respondent's price ("Cost Proposal") shall be provided in a separately sealed envelope or, if Respondent submits the Proposal electronically, through a separate attachment.
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 IV.D.10 of this RFP (“Redacted Copy”).

Proposals submitted in hard copy form must be submitted in a sealed envelope or package bearing the title “Administrative Consulting Services Proposal 370-200-25-018 for the Office of the Illinois State Treasurer” and Respondent’s name and address. The package must include one (1) original and five (5) copies of the Proposal. A separate envelope must contain one (1) original and five (5) copies of the Cost Proposal. If confidentiality of any information is asserted, one (1) Redacted Copy should be provided in an additional separate envelope. In addition, please provide five (5) electronic copies of the Proposal, five (5) separate electronic copies of the Cost Proposal, and, if confidentiality of any information is asserted, one (1) electronic Redacted Copy. Each electronic Proposal copy, each electronic Cost Proposal copy and, if submitted, the Redacted Copy shall be on a separate thumb drive.

B. Questions to be Addressed in the Proposal

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.
2. Please provide the year Respondent was established and give a brief history of Respondent.
3. Describe the insurance coverage that Respondent maintains to address cyber-security threats (to include computer, data, privacy, or information technology security) as well as other risks to the Treasurer, and discuss the benefits to the Treasurer of any such coverage. Please note that prior to contract award, the Treasurer may require proof of such insurance coverage.
4. Has Respondent experienced any data breach or loss of personal, financial, or other data considered private or confidential since January 1, 2015? If so, provide details and what steps were taken to address the issue both in the short term related to the specific breach/loss and also in the longer term to prevent such a breach/loss from happening again. Describe Respondent’s approach to and philosophy regarding cyber-security, including the steps Respondent would take to address a breach of the Treasurer’s data.
5. Please describe Respondent’s professional turnover for the last five years, citing reasons for each departure and contacts for departed principals or partners. Please provide a brief description of Respondent’s plans for growth, such as asset growth, personnel growth, and succession planning, over the next 3-5 years.
6. Who are Respondent’s principals and/or managing partners? How long has each principal and/or managing partner been at the firm? What provisions are in place to promote the retention of principals and/or managing partners? Please give succession plans for key employees, if retirements are planned within five (5) years.

7. Please provide a summary organizational chart showing Respondent's proposed team, including analytical investment, research staff and support staff; and potential, if any, subcontractors. Describe the role of each key person.
8. Please provide brief biographies and educational background of Respondent's 529 college savings plan professionals. List percent of ownership by the investment professional, and which products they worked on.
9. Please provide a detailed summary of Respondent's experience advising public clients in the creation, management, and/or conversion of 529 and 529A plans and similar tax-advantaged savings vehicles?
10. What is Respondent's experience and expertise in advising on the creation of a college saving or 529A plan's Investment Policy Statement, Program Disclosure Statements, structuring tax-advantaged savings programs such as 529 college savings programs, and incorporating best practices?
11. Please describe Respondent's experience in working with third party vendors for purposes of marketing, distributing, and sales of 529 and 529A-type tax-advantaged savings plans.
12. Please describe Respondent's success in growing 529, 529A and retirement-savings plans and briefly describe the growth-potential for these types of plans in Illinois.
13. Please describe Respondent's experience in helping your clients through contract negotiations, specifically as it relates to reductions of fees and establishing an appropriate marketing budget.
14. Please describe Respondent's experience in dealing with policy issues relating to the developmentally and physically disabled communities — specifically, in dealing with legal communications and investment choices per traditional needs.
15. Please describe Respondent's familiarity with disabled trusts and other investment options that assist the developmentally and physically disabled communities.
16. Please describe Respondent's experience working with government-administered retirement programs.
17. Please describe Respondent's experience establishing, restructuring, or transitioning program managers.
18. Describe Respondent's process and experience in advising on plan conversions to include mapping of fund portfolio transitions, working with program managers, record keepers, and communication to account owners.
19. Please list and describe Respondent's familiarity and experience with record keeping programs/software.

20. Please list all plans, similar to those listed herein, Respondent advises, level of engagement, number of accounts, assets under management and their third-party rating, if applicable. Please provide three (3) client references, current or past, and state the organization's name, their website (if any), a point of contact, physical address, telephone number, e-mail address, and the scope of work you are providing or provided.
21. What is the decision-making process internally among the principals for (i) internal matters, (ii) new partners, and (iii) partnership operations and management decisions?
22. Please describe any significant changes in the organizational structure, ownership or management of Respondent over the past three (3) years.
23. Since January 1, 2015, has Respondent, or its officer(s) or principal(s) while acting within the scope of employment, been a defendant in, or subject to any settlement or consent order, in any enforcement action, or other regulatory proceeding from a federal or state agency? If yes, please list and briefly describe. Is there a pending law enforcement or regulatory action against Respondent or its officer(s) or principal(s) while acting within the scope of employment for any alleged violation of a financial services or consumer protection related regulation or statute? If yes, please list and briefly describe.

Advisory and Administration Services

24. Please outline Respondent's understanding of the purpose of the requested advisory services, including the relevant advisory and administrative services the firm is proposing to provide in response to this RFP.
25. Please summarize Respondent's understanding of the current state of the 529, ABLE, and Secure Choice industries ("Industries") and key issues that are impacting each Industry. In responding to this question, please feel free to append to the Proposal any previously-published reports.
26. Please identify pertinent issues or potential problems in the 529 industry that Respondent is positioned to address, based on Respondent's experience advising public clients in the management of tax-advantaged savings products such as 529 college savings programs.
27. Please identify pertinent issues or potential problems to establishing 529A ABLE programs in Illinois or through a multi-state collaborative.
28. Please identify similarities and differences in administration between 529A and 529 programs.
29. What existing or potential relationships could impact Respondent's ability to provide the services outlined in this RFP? Would such relationships create ethics violation or conflict of interest situations?
30. What are Respondent's procedures for ensuring that there are no conflicts of interest on

advice given to Illinois? How does Respondent safeguard against potential conflicts of interest between its clients?

31. Please provide a written sample of a 529, 529A or retirement savings advisory work product.
32. Describe any other processes, or alternative options that would meet all requirements as outlined in Scope of Work (Section III). Provide any additional information that Respondent believes relevant to requirements of this RFP and to its ability to provide the requested services. For each of the processes or alternative options described please note whether all mandatory requirements would be met, specifically the mandatory requirements found in Appendix B. Complete Appendix B for each process or alternative option. Please identify any item listed in Section III of this RFP that Respondent is unwilling or unable to perform and explain why.

Reporting Requirements

33. Please detail Respondent's proposed reporting process on Treasurer programs such as College Savings's performance and including the tracking, analysis and reporting of market trends.
34. Please provide Respondent's process in evaluating tax-advantaged investment products.
35. Please describe how Respondent will provide timely consolidated reports quarterly and annually, reflecting marketing strategies, account growth, and asset growth.
36. Please describe how Respondent will ensure standardization of such reporting across all of the Treasurer's programs.
37. Please describe Respondent's ability to offer guidance regarding regulation in accordance with SEC, MSRB, and FINRA as they relate to investments in 529 plans.
38. Please describe Respondent's ability to offer guidance regarding applicability of Internal Revenue Service ("IRS") guidelines and regulations, as they relate to investments in 529A ABLÉ plans.

Equity, Diversity & Inclusion

As set forth in Section 30 of the State Treasurer Act, 15 ILCS 505/30, it is an aspirational goal of the State Treasurer to use businesses owned by or under the control of veterans, qualified service-disabled veterans, minority persons, women, or persons with a disability ("MWVD Persons") for not less than twenty-five percent (25%) of the total dollar amount of funds under management, purchases of investment securities, and other contracts. As used herein, the terms "minority person", "woman", "person with a disability", and "control" have the meanings provided in Section 1 of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/2. Further, the terms "veteran" and "qualified service-disabled veteran" have the meanings provided in Section 45-57 of the Illinois Procurement Code, 30 ILCS 500/45-57. For any question below relating to MWVD Persons,

the response should include a breakdown by veterans, qualified service-disabled veterans, minority persons, women, or persons with a disability.

39. Please confirm whether Respondent is at least fifty-one percent (51%) owned by MWVD Persons. Please cite with supporting data, including the number and percentage of Respondent's owners who are MWVD persons. Note if Respondent has submitted an EEO-1 report in the last year, Respondent may at its discretion provide the information in its EEO-1 report to supplement the response to this question.
40. Please confirm whether Respondent is under the control of MWVD Persons. Please cite with supporting data. Please provide the number and percentage of Respondent's owners who are MWVD persons. Note if Respondent has submitted an EEO-1 report in the last year, Respondent may at its discretion provide the information in its EEO-1 report to supplement the response to this question. What is the percentage of Respondent's intended use of subcontractors for this project, if any, that are under the control of MWVD Persons?
41. For the next four questions regarding Respondent's leadership and workforce, all responses must include supporting data. If Respondent has submitted an EEO-1 report in the last year, Respondent may at its discretion provide the information in its EEO-1 report to supplement its responses:
 - i. If publicly owned, please provide (i) the total number of members on Respondent's board of directors and (ii) the number of members on Respondent's board of directors who are MWVD Persons.
 - ii. Please provide the number and percentage of Respondent's senior leaders (e.g. partners, executive officers, managing directors, etc.) that are MWVD Persons. Note that senior leaders are considered those who create strategies and plans for the entire organization to follow, communicating directly with the board of directors or are within two reporting levels to the CEO on Respondent's official organizational chart.
 - iii. Please provide the number and percentage of Respondent's professional staff who are MWVD Persons. Note that professional staff are considered those who maintain a bachelor's degree or higher certification or are first/mid-level officials and managers that report to executive/senior leaders or middle managers.
 - iv. Please provide the number and percentage of Respondent's full-time, U.S. workforce employees who are MWVD Persons.
 - v. Using the definition provided above, what is the percentage of Respondent's intended subcontractors for this project, if any, that are female, minority, persons with disabilities, or veteran owned or managed? Please cite with supporting data.
42. How does Respondent promote supplier diversity or maintain a supplier diversity program? Please provide a summary of objectives and any targets, benchmarks, or performance metrics that substantiate this work.

43. Please describe any policies, programs, or activities Respondent administers to promote equity, diversity and inclusion both within Respondent’s organization and the community. Please note any targets, benchmarks, or performance metrics that substantiate this work.

Corporate Responsibility – Environmental, Social and Governance Practices

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

Illinois Presence

48. Is Respondent incorporated in Illinois? Please provide the physical address and website of Respondent’s headquarters and all Illinois branch offices, including the number of full-time employees at each such location.
49. Please describe what presence Respondent has in the State of Illinois. Such “presence” can be demonstrated by noting (a) the number and (b) the percentage of Respondent’s full-time employees who spend more than half their time in Illinois and have physical offices or a principal place of business located in Illinois.
50. Using the definition provided above, what percentage of Respondent’s subcontractors for this project, if any, have an Illinois presence?
51. Please note whether Respondent has any plans to locate staff or hire additional staff in the State of Illinois. Please provide supporting data.

C. Cost Proposal

Responses must include information regarding the proposed amount of compensation for services, either as a lump sum, by hourly rate or by other criteria. In setting forth such information, separate the current fiscal year fee from the fee for the fiscal years encompassed by proposal. The figures provided should include all fees/costs.

Pricing schedules shall cover a four (4) year period. All of Respondent’s costs to the State should be included in the pricing, as outlined above, and consistent with the requirements outlined throughout this RFP.

VI. EVALUATION PROCESS & CRITERIA

A. Mandatory Requirements

1. Respondents must answer all of the questions listed in Section V.B of this RFP.
2. Respondent must submit the name, physical address, e-mail address, and telephone number of an individual with authority to answer questions or clarify their responses.
3. The Respondent must have substantial experience advising, or assisting in the advisement of, 529 or other tax-advantaged investment vehicles. The following criteria are required and exceptions will not be granted:
 - a. The Respondent must have at least three (3) years' experience advising College Savings, Secure Choice, and ABLE programs for government entities;
 - b. The senior professionals in charge of providing the services under the proposed agreement must have at least five (5) years' relevant experience in College Savings, Secure Choice, and ABLE advisement; and
 - c. The Respondent must agree to submit reports and other supporting materials as requested, in a timely manner.
4. Describe any other processes, or alternative options that would meet all requirements as outlined in Scope of Work (Section III). Provide any additional information that Respondent believes relevant to requirements of this RFP and to its ability to provide the requested services. For each of the processes or alternative options described please note whether all mandatory requirements would be met, specifically the mandatory requirements found in Appendix B. Complete Appendix B for each process or alternative option.

B. Scoring

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

Evaluation Factor	Weight
Background & Experience	35
Advisory and Administrative Services	20
Reporting Requirements	15
Equity, Diversity & Inclusion	5
Corporate Responsibility – Environmental, Social and Governance Practices	5
Illinois Presence	5
Cost Proposal	20
Interview, if applicable	10
TOTAL	115

C. Evaluation Factors

1. Background and Experience

Respondents will be evaluated on the thoroughness and clarity of the response, their ability to provide specialized and technical expertise, the talent and experience of assigned personnel, and their competence in providing the Services, including through Respondent’s answers to the “Background and Experience” questions in Section V.B of this RFP. Scoring will take into consideration the breadth and depth of the prior projects and services performed by Respondent that are similar to the Services. The evaluation may also include reference checks regarding Respondent's work for previous clients receiving similar services to those included in this RFP.

2. Advisory and Administrative Services

Respondents will be evaluated based on their answers to the “Advisory and Administrative Services” questions in Section V.B of this RFP.

3. Reporting Requirements

Respondents will be evaluated based on their answers to the “Reporting Requirements” questions in Section V.B of this RFP, including Respondent’s demonstrated ability to provide timely and accurate reports as required under the Act and detailed in the RFP as well as the demonstrated quality of these reports.

4. Cost Proposal

Respondent’s Cost Proposal score will be scored based on its cost-effectiveness.

5. Equity, Diversity & Inclusion

Respondent's equity, diversity, and inclusion score will be based on the answers the Respondent provides to the "Equity, Diversity, and Inclusion" questions in Section V.B. of this RFP. Higher score in this Section may be awarded to Respondents that are female, minority, person with disabilities, or veteran owned or managed. Having a higher percentage of subcontractors that are female, minority, person with disabilities, or veteran owned or managed may also result in higher scores.

6. Corporate Responsibility - Environmental, Social & Governance Practices

Respondent's corporate responsibility shall be scored based on the answers Respondent provides to the "Corporate Responsibility" questions in Section V.B of this RFP.

7. Illinois Presence

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

8. Interview

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

D. Evaluation Process

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

VII. CONTRACTUAL TERMS

By submitting a Proposal, 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. Billings

The Contractor shall submit itemized invoices to the Treasurer on a monthly basis detailing the Services performed. The Contractor's failure to submit properly completed itemized billings may result in delays in payment. Unless the Treasurer's Fiscal Operations division ("Fiscal Operations") approves in advance and in writing an alternative recipient, the Contractor shall submit all invoices to accountspayable@illinoistreasurer.gov. The Contractor may additionally, or alternatively if approved in advance by Fiscal Operations, submit invoices to the following address:

Office of the Illinois State Treasurer
Attn: Accounts Payable
One East Old State Capitol Plaza
Springfield, IL 62701

D. Term of Agreement

The term of the Agreement shall be four (4) years, unless terminated prior to such time in accordance with the terms of this Agreement. The Treasurer may, with the consent of Contractor, elect to extend the Agreement for additional periods, not to exceed a total term of ten (10) years, including the initial four (4) years.

E. 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. This Agreement, or any portion of the Services, may be terminated by the Treasurer immediately upon notice to the Contractor under any of the following circumstances:
 - a. Contractor fails to furnish a satisfactory performance within the time specified;
 - b. Contractor fails to perform any of the provisions of 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 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 and ordinances, 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. Any other breach of contract or other unlawful act by Contractor occurs; or
- j. Contractor provides notice pursuant to Section VII.Z or fails to provide such notice.

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.

F. 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.

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, the Contractor shall 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 the 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 free to disclose it.

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

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

3. Protection of Confidential Information

The Contractor represents, warrants, and covenants that it has implemented and will maintain an information security program reasonably designed to protect 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 Services that meets the requirements of applicable law.

5. Program Lists

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

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 three (3) 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 the Services.

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 A.

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.

X. Equity, Diversity, and Inclusion Data

Contractor shall respond to requests for data from the Treasurer as deemed necessary by the

Treasurer to report on the Treasurer's use of equitable, diverse, and inclusive businesses in accordance with Section 30 of the State Treasurer Act, 15 ILCS 505. Contractor shall provide all requested data within thirty days of any request, or within a timeframe otherwise agreed upon by the Treasurer.

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

The Contractor hereby agrees to give the Treasurer notice if at any point during the term of the Agreement, Contractor or its officer(s) or principal(s), or affiliate(s) acting within the scope of their employment, become 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 government entity, regulatory agency, or self-regulatory organization including but not limited to: 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 five (5) business days of when the Contractor knows or reasonably should have known of the consent order, penalty, or other finding of fault. The Contractor's delivery of notice pursuant to this Section or failure to provide the required notice shall give the Treasurer reason to terminate this Agreement for cause.

Contractor shall provide prompt written notice to the Treasurer, if any of these additional events listed below 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 financial condition;
2. Contractor's insolvency, filing of a petition in bankruptcy, becoming party to an involuntary bankruptcy proceeding, or Contractor making an assignment for the benefit of creditors;
3. Contractor's inability to perform the Services;
4. Any addition or departure of any Contractor personnel in connection with the Services;
5. A material change in ownership of Contractor, including the addition or departure of any partner, executive officer, director or any other person performing similar functions, or any person owing five (5) percent or more of the equity interests in Contractor;

6. Any significant legal actions instituted against Contractor, against Contractor's partners, executive officers, 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 against Contractor's employees;
7. Any investigations, examinations (other than routine examination) or other proceedings relating to the Contractor's business commenced by any governmental or regulatory agency, which are not conducted in the ordinary course of Contractor's business, including investigations, examinations or other proceedings involving Contractor's partners, executive officers, 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 such governmental or regulatory agency that relates to Contractor's investment advisory business;
8. Any action, event, or occurrence that would be reportable in the disciplinary questions of Contractor's next Form MA or Form MA-I filing with the Securities and Exchange Commission ("SEC") or other required SEC filing; and
9. Any enforcement action, determination, resolution, agreement, or legal or equitable remedy taken in response to any of the investigations, examinations (other than routine examinations) or other proceedings referenced in this section.

AA. Disclosures

The Contractor hereby discloses the following:

1. As of the date of its proposal, there are no actual or potential conflicts of interest that the Contractor is aware of that would impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Treasurer (collectively, "Conflict of Interest"). If Contractor becomes aware of any potential Conflict of Interest that arises after this disclosure, Contractor will promptly disclose such information in writing to the Treasurer;
2. Contractor does not act as a principal in any transactions related to this Agreement; and
3. Contractor does not have any legal events or disciplinary history on Form MA or Form MA-I as filed with the SEC, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. Contractor will report any changes in legal events or disciplinary history after its submission of its Proposal in accordance with the provisions of Section Z.

BB. Fiduciary Duty

Contractor has a fiduciary duty to the Treasurer that includes a duty of care and a duty of loyalty, each as described below.

1. Duty of Care

Contractor shall perform the following:

- A. Exercise due care when performing municipal advisory activities on behalf of the Treasurer;
- B. Possess the degree of knowledge and expertise needed to provide the Treasurer with informed advice;
- C. Make a reasonable inquiry as to the facts that are relevant to the Treasurer's determination as to whether to proceed with a course of action or that form the basis for any advice provided by Contractor to the Treasurer; and
- D. Undertake reasonable investigations to ensure that Contractor is not forming any recommendation on materially inaccurate or incomplete information.

2. Duty of Loyalty

Contractor will deal honestly and with the utmost good faith with the Treasurer and act in the Treasurer's best interests without regard to the financial or other interests of Contractor. Contractor will eliminate or provide full and fair disclosure to the Treasurer any Conflict of Interest. Contractor will not engage in municipal advisory activities with the Treasurer, if the Contractor cannot manage or mitigate its Conflicts of Interest, if any, in a manner that will permit it to act in the Treasurer's best interests.

CC. Recommendations

If Contractor makes a recommendation of a municipal securities product, or if the review of a municipal securities product recommendation of another party is requested by the Treasurer and is within the scope of this Agreement, Contractor will make such recommendation or review based on the information obtained through its reasonable due diligence and on whether the municipal securities product is suitable for the Treasurer as administrator for College Savings, ABLÉ and Secure Choice. In addition, when Contractor makes such recommendation or review, Contractor will inform the Treasurer of the following:

- 1. Contractor's evaluation of the material risks, potential benefits, structure and other characteristics of the recommendation;
- 2. The basis upon which Contractor reasonably believes that the recommended municipal securities product is, or is not, suitable; and
- 3. Whether Contractor has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Treasurer's objectives.

If the Treasurer elects a course of action that is independent of or contrary to the advice provided by Contractor, then Contractor is not required on that basis to terminate the Agreement.

DD. Services as Independent Registered Municipal Advisor

1. Designation as IRMA and Scope of Designation

The Treasurer designates Contractor, and the Contractor agrees to represent the Treasurer as an independent registered municipal advisor (“IRMA”) for purposes of Securities Exchange Act of 1934 Rule 15Ba1-1(d)(3)(vi) (“IRMA Exemption”). Any reference to Contractor, its personnel, and its role as IRMA in the written representation of the Treasurer contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to Contractor’s prior approval. The Treasurer hereby acknowledges that a third party seeking to rely on the IRMA Exemption may do so only with respect to the same aspects of municipal financial products or the issuance of municipal securities as are within the scope of the municipal advisory services provided by Contractor pursuant to the Agreement.

2. Not Responsible for Independence from Third Parties

Notwithstanding Contractor’s status as an IRMA, Contractor shall not be responsible for ensuring that it is independent, within the meaning of the IRMA Exemption, as interpreted by the SEC, from a third-party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA Exemption or for otherwise ensuring that any such party not be treated as a municipal advisor for purposes of Section 15B of the Securities Exchange Act or any SEC or MSRB rule thereunder. The Treasurer expressly acknowledges that it is the responsibility of such other party to make its own determination of independence and that such other party shall not be entitled either to cause Contractor to make any personnel changes to allow such party to qualify for the IRMA Exemption or to have the Treasurer designate an IRMA that would be independent from such other party for purposes of the IRMA Exemption.

3. Recommendations Provided by Third Parties Relying on IRMA Exemption

The Treasurer agrees that, to the extent the Treasurer seeks to have Contractor provide advice with regard to any recommendation made by a third party relying on the IRMA Exemption, the Treasurer shall provide to Contractor written direction to provide advice with regard to such third-party recommendation as well as any information Contractor has received from such third party. In connection therewith, Contractor shall be authorized to communicate with such third-party as necessary or appropriate in order for it to have the information it needs to provide informed advice to the Treasurer with regard to such recommendation.

Except as may be otherwise expressly provided in writing to Contractor, no recommendation by a third-party shall be deemed to be a recommendation by Contractor, and the failure by Contractor to specifically address any aspect of a third-party recommendation shall not be viewed as Contractor having implicitly accepted or approved such aspect of the recommendation or otherwise adopting the recommendation or any aspect thereof as its own recommendation. Furthermore, the Treasurer agrees that, to the extent the Treasurer does not seek to have Contractor provide advice with regard to any recommendation made by a third party relying on the IRMA Exemption,

Contractor shall not be required to provide any advice with regard to such recommendation notwithstanding any information Contractor may have received from such third party. Contractor may rely on the absence of the Treasurer's written direction to provide advice with regard to a third-party recommendation as indicative that the Treasurer does not seek to have Contractor provide such advice.

Appendix A

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):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Government Entity |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Tax Exempt | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery
(Corp.) |
| <input type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select
applicable tax classification.) |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> 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/iitaa). 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%	(<input type="checkbox"/>)
Ownership value exceeding \$106,447.20	(<input type="checkbox"/>)
Distributive Income Share exceeding 5%	(<input type="checkbox"/>)
Distributive Income Share exceeding \$106,447.20	(<input type="checkbox"/>)

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 | Yes
_____ | No
_____ |

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.

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 _____

Appendix B

Minimum Mandatory Service Requirements

_____ (“Respondent Name”) attests that it can provide all Services described in Section III (“Services”) of the RFP. Respondent acknowledges that the Services are part of the mandatory requirements of the RFP. Respondent acknowledges that failure to attest to its ability to provide the Services shall lead to automatic disqualification. Notwithstanding the foregoing, a Respondent will not be disqualified solely for its response to Question 36 in Section IV.B of the RFP if the Treasurer determines that any alternative options presented therein would meet all requirements of Section III of the RFP.

_____ (“Respondent Name”) is filling out this Appendix B to:

1. Answer Question 36, specifically with regard to “other processes or alternative options,” and
2. Attest to the Respondent’s ability to provide the Services.

Respondent is able to provide the Service described in RFP Section III.A.1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.A.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.A.3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.A.4.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.A.5.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.A.6.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.B.1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.B.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.B.3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.B.4.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.B.5.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.D.1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Respondent is able to provide the Service described in RFP Section III.D.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.D.3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.4.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.5.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.6.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.7.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.8.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.9.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.10.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.11.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.12.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.13.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.14.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.15.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

The following table is only for those Respondents answering Question 36. Please fill out the following for any Services that cannot be provided and describe the proposed alternative option or solution that would meet the relevant requirements.

Requirement	Alternative and Explanation for How Alternative Will Meet Requirement

SIGNATURE: _____

NAME: _____

TITLE: _____

COMPANY (Respondent): _____

DATE: _____