

Office of the Illinois State Treasurer
Michael W. Frerichs

Request for Proposals
Banking Services for the Community Development Loan Guarantee Program
370-500-24-038

Addendum 1
May 21, 2024

The Request for Proposals Banking Services for the Community Development Loan Guarantee Program 370-500-24-038 (“RFP”) published by the Treasurer on May 15, 2024 is hereby amended as follows:

1. Appendix A is replaced with the Appendix A on the pages that follow.
2. All other terms of the RFP remain unchanged.

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

Name: _____

Address: _____

- b. For each individual named above, show the type of ownership/distributable income share: sole proprietorship ____ stock ____ partnership ____ other (explain) _____.

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

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

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

The percent of ownership _____ %
or
The value of the ownership interest \$ _____

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

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

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.

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

This disclosure is submitted on behalf of

(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

Name (printed) _____ Title _____

Signature _____ Date _____

DISCLOSURES
OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION
(Disclosure Form B)

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

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

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

You must submit this information along with your bid, proposal or offer.

- a. Contractor/offeror shall identify whether it has current contracts (including leases) with other units of State of Illinois government by checking "Yes" _____ or "No" _____.

If "Yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).

- b. Contractor/offeror shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by checking "Yes" _____ or "No" _____.

If "Yes" is checked, identify each such relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

This disclosure is submitted on behalf of _____
(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

Name (printed) _____ Title _____

Signature _____ Date _____