

MICHAEL W. FRERICHS
ILLINOIS STATE TREASURER

REQUEST FOR PROPOSALS
Examination Services
370-400-19-005

May 29, 2019

Responses due by 2:00 p.m. CDT on June 19, 2019.

The Honorable Michael W. Frerichs
Treasurer of the State of Illinois
Attn: Maria Oldani, Chief Procurement Officer
400 West Monroe Street, Suite 401
Springfield, IL 62704

**Office of the Illinois State Treasurer
Request for Proposals
Examination Services**

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1.0 OVERVIEW

The Office of the Illinois State Treasurer (“Treasurer”) is issuing this Request for Proposal (“RFP”) in its search for one or more contractors to provide examination services in its Division of Unclaimed Property (“Contractor”). These services are needed to ensure Holders of presumptively abandoned property into compliance with the Illinois Revised Uniform Unclaimed Property Act, 765 ILCS 1026/1 *et seq.*, and its administrative rules, 74 IAC 760, *et seq.* Such presumptively abandoned property is found within financial organizations, business associations, insurance companies, utilities, and governmental entities, among others.

The Treasurer acknowledges that the identification and delivery of unclaimed property are more cost-effective by the use of one or more firms and through collaboration with other states. As such, the Treasurer reserves the right to award multiple contracts to Contractors.

Contractor shall enter into a contract with the Treasurer for an initial term of four years. Upon expiration of this term, the Treasurer may elect to extend the contract for a period of time agreed upon by the parties, not to exceed a total of ten years, including the initial four years.

2.0 BACKGROUND

Enacted by the Illinois General Assembly in 1961, the Uniform Disposition of Unclaimed Property Act created a “presumption of abandonment” for various forms of neglected or unclaimed property held for the owners by, among other things, financial organizations, business associations, insurance companies, utilities, authorities (“Holders”), where the owners have failed to indicate an interest in the property through statutorily specified acts for a period of time (such property referred to hereinafter as “presumptively abandoned property”).

On July 6, 2017, Illinois Senate Bill 9 was enacted, after both houses overrode the Governor’s veto. The bill became Public Act 100-0022 which, among other things, vastly updated the state’s arcane unclaimed property law and is now known as the Illinois Revised Uniform Unclaimed Property Act (“Act” or “RUUPA”), effective January 1, 2018.

The Unclaimed Property Division of the Illinois State Treasurer’s Office is authorized by RUUPA to secure, safeguard, and return presumptively abandoned property to its rightful owners. Generally, the Treasurer secures presumptively abandoned property through the voluntary reporting of such property by Holders. To ensure that all assets are properly turned over to the Treasurer for safekeeping, RUUPA allows the Treasurer to conduct examinations of Holders through its own auditors and examiners or contracts.

3.0 MANDATORY SCOPE OF SERVICES FROM CONTRACTOR

Contractor, who will act as the administrator's agent (as defined in RUUPA), is expected to adhere to issuing neutral, unbiased accounting and financial reporting standards based on the core value of independence as outlined by the Governmental Accounting Standards Board (GASB). All services requested in this Section are mandatory. An inability to provide mandatory services may result in a respondent's Proposal to be deemed as non-responsive.

3.1 Identification of Presumptively Abandoned and Unclaimed Property

- 3.1.1** Contractor will conduct examinations of Holders and identify presumptively abandoned property held by Holders that are subject to reporting and delivery pursuant to the Act. All examinations to be performed by Contractor will be assigned by the Treasurer in writing through a Letter of Authorization outlining the parameters of performance. There is no guarantee that the Treasurer will assign a particular examination, or any examinations, to Contractor or that any assigned examination will be of a particular size or complexity. The Treasurer will assign examinations to Contractor based on the best interests of the State of Illinois in the sole discretion of the Treasurer.
- 3.1.2** Contractor must duly notify the Treasurer if a Holder that it is assigned to examine files for bankruptcy before or during an approved examination. In such a case, Contractor will prepare a proof of claim or provide such information so that the Treasurer can file proof of claim of the bankruptcy filing within seven days of discovery by Contractor.
- 3.1.3** Contractor will examine Holders and identify unclaimed property for the current reporting cycle pursuant to the Act as of the effective date of the contract as well as any prior reporting cycles assigned in writing by the Treasurer for which property remains unclaimed and unreported. Examinations may extend back as far as permitted by Illinois law.
- 3.1.4** Contractor must adhere to the Act and administrative rules in conducting examinations. The examination must include a review of Holder's records, which include electronic records. See Appendix B. Except as provided in 3.1.6 below, the examination may not be based on an estimate unless the holder expressly consents to use of an estimate. Contractor conducting the examination shall consider the evidence presented in good faith by the holder in preparing the findings of the examination. Contractor

shall identify and collect from the holder presumptively abandoned property subject to reporting and delivery under RUUPA.

- 3.1.5** If for certain periods the amount of presumptively abandoned property cannot be ascertained from the books and records of the holder, projection and estimation techniques may be used to determine the reportable amounts of presumptively abandoned property.
- 3.1.6** All statistical sampling, projection and estimation techniques used by Contractor will use a method approved by the Treasurer as provided in the administrative rules.
- 3.1.7** Records obtained in an examination are confidential and continue to be confidential when disclosed or delivered to the Treasurer or Treasurer's agent under the Act. Records are exempt from disclosure under FOIA (5 ILCS 140). Records obtained in an examination may only be used as provided for under RUUPA.

3.2 Examination Procedures

3.2.1 An examination may only be initiated by the Treasurer. Contractor may request an examination by written request to the Treasurer. Contractor shall include all of the following information, if known, in any request to initiate an examination:

- (i.) Holder's account number assigned by the contractor (must match with the number on the Work In Progress report)
- (ii.) Holder's name and address
- (iii.) Holder's FEIN
- (iv.) Holder's transfer/paying agent if applicable
- (v.) Information regarding the Holder's point of contact name
- (vi.) Holder's state of incorporation
- (vii.) Holder's principal place of business
- (viii.) The proposed audit period
- (ix.) Categories of unclaimed property covered and specific property to be examined
- (x.) Other items reasonably requested by the Treasurer

3.2.2 An audit of Holder may not be initiated until after Treasurer has provided Contractor with a Letter of Authorization by the Treasurer confirming the initiation date of the audit. The Treasurer will advise Contractor within sixty days of receipt of Contractor's written request if the Treasurer will not issue a Letter of Authorization.

- 3.2.3** The examination shall be made pursuant to applicable Illinois law and shall adhere to examination standards pursuant to the Act and administrative rules, as interpreted by the Treasurer.
- 3.2.4** Contractor shall commence examination within ninety days from the date Holder is notified of Contractor's assignment to examine and identify presumptively abandoned property.
- 3.2.5** Contractor shall complete the examination and issue a report to the Treasurer as soon as practicable after commencing the examination. Should Contractor reasonably anticipate after six months' time from the commencement date that the examination will exceed one year, s/he shall request the Treasurer in writing to extend the examination period an additional year.
- 3.2.6** Contractor may inform Holder about Illinois law regarding penalties and interest; however, only the Treasurer may assess penalties and interest against an examined Holder.
- 3.2.7** All findings relating to the examination of Holders and the demands for payment of the presumptively abandoned property shall be made pursuant to the laws of Illinois. Only the Treasurer may make final determinations and issue demands for payment.
- 3.2.8** Contractor must promptly contact the Treasurer if s/he has difficulty procuring basic information from Holder, so that the Treasurer can seek other means of obtaining the information.

3.3 Report Forms

- 3.3.1** Contractor shall make a report of presumptively abandoned property payable to the Treasurer within thirty calendar days after the property is identified and Holder has concurred that the property is subject to report and delivery to the Treasurer.
- 3.3.2** If Holder refuses to voluntarily comply with the examination by Contractor, Contractor must promptly notify the Treasurer. The Treasurer may issue an administrative subpoena requiring Holder to make records available for examination pursuant to RUUPA and administrative rules.
- 3.3.3** At the end of each month, Contractor will provide the Treasurer with a progress report of all examinations assigned, work in progress, and examinations completed containing such information as the Treasurer may require. The contact person designated by Contractor will consult, either by phone or in person, with the

Treasurer at least once at the end of each quarter to discuss the status of open and pending examinations.

3.3.4 Upon completion of an examination Contractor will deliver a completed Holder report, via the internet in a format approved by the Treasurer, unless the Treasurer gives Holder specific permission to file a paper report.

3.3.5 Contractor will submit to the Treasurer a “Report of Examination” with respect to each Holder examined. The Report will include findings from the examination and any other information, including contested matters not resolved with Holder and Holder’s position necessary to explain the findings to the Treasurer. If applicable, the Report shall also include any statistical sampling techniques. Contractor will not direct Holder to deliver presumptively abandoned property until such time the Treasurer has reconciled any disputed matters and determined in his sole discretion the report which should be filed and the amount of presumptively abandoned property that should be remitted.

3.4 Demand and Turnover of Unclaimed Property

3.4.1 The Treasurer will direct Holders or transfer agents to remit all cash to Contractor. Holders will report safe deposit box contents to the Treasurer. Both parties will agree on a mutual date and time to deliver the tangible contents to the Treasurer.

3.4.2 The Treasurer will direct Holders or transfer agents to remit all other presumptively abandoned property to the Treasurer.

3.4.3 Security certificates must be registered in the name of the custodian. Certificates that cannot be transferred must be remitted to the State in the name as written in the certificates.

3.4.4 The date that certificates are registered in the name of the Treasurer or credited in book entry form must be retained and must become a part of all reports relating to such certificates.

3.5 Cooperation

3.5.1 The Treasurer will cause to be sent such notices that may be required to each examination candidate naming Contractor as its Agent and will assist Contractor in obtaining access to the records that are necessary to complete its audit. In addition, the Treasurer will cooperate with Contractor during the audit. The Treasurer will

make final determinations and any demand for delivery of the unclaimed property.

- 3.5.2 If Holder refuses to subject itself to an examination by Contractor or is uncooperative in an ongoing examination by Contractor or refuses to remit funds or securities after demand, then Contractor will promptly notify the Treasurer of such occurrence.

3.6 Separate Agreements with Holders Prohibited

Contractor will not audit any Holder with whom Contractor has a separate agreement to process that Holder's reports of presumptively abandoned property to the Treasurer.

3.7 Demand and Turnover of Unclaimed Property

- 3.7.1 Contractor shall advise Holders about the provisions of the Act regarding proper notice to the owners of their presumptively abandoned property. Contractor shall confirm that the owner notification/due diligence requirements of the Act have been carried out prior to Contractor reporting and remitting property to the Treasurer or Contractor.
- 3.7.2 Upon completion of an examination of a holder, Contractor shall advise Holder of the continuing obligation to report unclaimed property to the Treasurer.
- 3.7.3 Contractor shall give access to and maintain books and records of the examinations necessary to support amounts charged to the Treasurer. The books and records must be maintained by Contractor for a period of seven years from the later of the date of final payment or completion of the contract. This period may be extended with due notice by the Treasurer to provide for any audit by the Auditor General or the Treasurer. Contractor agrees to cooperate fully with any audit.
- 3.7.4 Contractor will determine the value of securities at the closing price of any security traded on an exchange on the date the security is registered in the name of the Treasurer, State of Illinois, or the appointed nominee, or if traded in the over-the-counter market, at the bid price as set forth in the NASDAQ system pink sheets on the date the security is registered in the name of the Treasurer, State of Illinois. Other securities shall be valued in accordance with generally accepted valuation procedures. The date of receipt, and value on the date of receipt, shall be listed on all reports submitted by Contractor to the Treasurer regarding said securities.

- 3.7.5** Contractor shall promptly report and remit to the Treasurer or to any other party the Treasurer may designate, in writing, cash, cash equivalents, or securities held for the Treasurer within thirty business days from receipt of such cash, cash equivalents, or securities by Contractor provided that the cash, cash equivalents, or securities have been received by Contractor in accordance with his/her request. Contractor shall take delivery instructions only from the Treasurer. All presumptively abandoned property detail remittances shall be submitted in electronic form prescribed by the Treasurer.
- 3.7.6** If the presumptively abandoned property is delivered to the Treasurer between thirty-one and sixty days after receipt by Contractor, then all fees paid to Contractor by the Treasurer specified in the service contract shall be reduced by two percent. If the presumptively abandoned property is delivered to the Treasurer between sixty-one and ninety days after receipt by Contractor, then all fees paid to Contractor by the Treasurer specified in the service contract shall be reduced by four percent. If the abandoned property is delivered to the Treasurer after ninety-one days or after receipt by Contractor, then Contractor will waive all fees due for the property and pay the Treasurer for each day thereafter that the presumptively abandoned property is not delivered then an amount equal to the Federal Fund rate during the payment period for the value of all the securities undelivered. The maximum amount that Contractor will be liable for shall be an amount equal to twenty percent of the total dollar amount of the service contract, including any amendments thereto.
- 3.7.7** Contractor shall electronically submit all unclaimed property reports in uniform format which include a copy of the report, check, certificates, and confirmations, in compliance with NAUPA Standard Electronic File Format, available at the NAUPA website <https://www.unclaimed.org>.

4.0 PROPOSAL

4.1 Proposal Format

- 4.1.1** Cover Page – The cover page shall provide the name, physical address, e-mail address, and telephone number of the person(s) available for contact regarding the RPF. Such person(s) must be authorized to make representations on behalf of Respondent.
- 4.1.2** Table of Contents – Please list the sections in Respondent’s Proposal and their corresponding page numbers.
- 4.1.3** Introduction – Include any introductory remarks, not to exceed three pages. Briefly discuss such topics as Respondent’s background, management, facilities, staffing, related experience, and financial stability.
- 4.1.4** Scope of Work – Respondent shall provide a five-page narrative, describing the general conceptual approach Respondent would take to provide the services and any other information Respondent believes is relevant. Emphasis should be on clarity, brevity and completeness of the response.
- 4.1.5** Answers to Questions – Respondent must respond to all of the questions presented in Section 4.2 of this RFP. Respondent’s answers must include the headings (e.g. “Background”) and be numbered in the order provided in Section 4.2.
- 4.1.6** Service Team – Provide an organizational chart, biographies, and resumes for the proposed service team, including research staff. Please identify the primary contact person and describe the role of each key person.
- 4.1.7** Subcontractors – Provide a list of the subcontractor(s) Respondent will use for the services, if any, and the general type of work to be performed by each subcontractor.
- 4.1.8** State Certifications and Disclosures – Respondent and any subcontractor(s) must submit the following three fully executed documents: Illinois State Treasurer Certifications (**Form A**), Financial Interest and Potential Conflicts of Interest (**Form B**), and Other Contract and Procurement-Related Information (**Form C**).
- 4.1.9** Cost Proposal – Respondent’s price (“Cost Proposal”) shall be provided separately: in a sealed envelope if submitted via hardcopy format or a separate file if submitted via electronic format as set

forth in Section 5.3. The required elements of the Cost Proposal are provided in Section 4.3.

4.1.10 Redacted Copy – If the Proposal contains any information that Respondent considers to be exempt from public disclosure under FOIA or other applicable laws and rules, Respondent should separately submit an additional copy of the Proposal with proposed confidential information redacted as set forth in Section 5.4.9.

4.1.11 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.

4.2 Questions to be Addressed in the Proposal

Respondent shall provide answers to the following questions.

Background and Experience

4.2.1 Provide a brief overview Respondent. Describe your corporate structure, including holding companies, parents, and corporate affiliates. This should include detailed information on specific divisions providing services.

4.2.2 Has Respondent been a party to lawsuits relating to services similar to those sought in this RFP or that may jeopardize Respondent's ability to perform the services, from January 1, 2015 to the present? Please provide summary explanations of the lawsuits also with case numbers.

4.2.3 Has Respondent resolved any data breach or loss of personal or other data considered private or confidential since January 1, 2015? See Question 4.2.12.

4.2.4 Discuss Respondent's corporate governance compliance practices.

4.2.5 Describe Respondent's risk management practices and internal controls to ensure adherence to applicable federal and state laws, regulatory agency guidance, and industry best practices.

4.2.6 Describe any changes in Respondent’s ownership or management structure since January 1, 2015. Will these changes have any impact on Respondent’s ability to provide the services during the expected term of the contract?

4.2.7 Provide contact information for three (3) client references. References must be entities to which Respondent provided services most similar to the services sought in this RFP.

Services

4.2.8 Please confirm and identify how Respondent will perform each of the services listed in Section 3.0 of this RFP by listing each service and Respondent’s approach to providing the service and list any service that Respondent is unwilling or unable to perform and explain why.

Qualifications

4.2.9 Please demonstrate your experience in providing the services, reporting and management features required by this RFP.

4.2.10 Please demonstrate your ability to warrant to the Treasurer’s satisfaction that Respondent has adequate backup and recovery of data facilities to provide uninterrupted continuous operations should catastrophic events render Respondent’s primary facility inoperable.

4.2.11 If you answered “yes” to Question 4.2.3, please expound on your response by providing details and data security practices used to address the issue both in the short term related to the specific breach/loss and also in the longer term (i.e. ISO standards) to prevent such a breach/loss from happening again.

4.2.12 Please explain how you adhere to the following procedures regarding security:

- a. Standardized due diligence on,
 - 1. annual SOC reports for the last three years
 - 2. current cybersecurity framework
 - 3. ISO 27001 certification

- b. Cyber incident response plan on,
 - 1. notification timeline
 - 2. mitigation timeline
 - 3. recovery timeline
 - 4. restoration timeline

- c. Cybersecurity training program which includes,
 - 1. new user awareness training
 - 2. annual user awareness training
 - 3. refresher training after incidents

- d. Organizational security policies which include,
 - 1. user privacy
 - 2. computer security
 - 3. network security

Diversity

4.2.13 If publicly owned, please provide the number and percentage of members of Respondent’s governance board who are female, minority, military veterans, or persons with disabilities. Please cite with supporting data.

4.2.14 If privately owned, is Respondent or its affiliates female, minority, persons with disabilities, or veteran-owned or managed? For purposes of this RFP, “female, minority, persons with disabilities, or veteran owned or managed” shall mean being owned or managed by 51% or more of a combination of female, minority, persons with disabilities, or military veteran. Please provide the number and percentage of Respondent’s owners who are female, minority, military veterans, or persons with disabilities. Please cite with supporting data.

4.2.15 Please provide the number and percentage of Respondent’s senior executive leaders (i.e. partner, president, COO, managing director, or other senior executives) who are female, minority, military veterans, or persons with disabilities. Please cite with supporting data.

4.2.16 Please provide the number and percentage of Respondent’s staff (i.e. all full-time and part-time employees) who are female, minority, military veterans, or persons with disabilities. Please cite with supporting data.

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

Corporate Responsibility: Environmental, Social, and Governance Practices

- 4.2.18** 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.
- 4.2.19** Please highlight any policies, practices or resources that Respondent has in place to retain and enhance the human capital at the firm.
- 4.2.20** Please explain how Respondent fosters a corporate governance structure that mitigates business risks and enhances business operations.
- 4.2.21** 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

- 4.2.22** Is Respondent incorporated or domiciled in Illinois? Please provide the physical address and website of Respondent's headquarters and all Illinois branch offices.
- 4.2.23** Please note how many full-time employees are located at Respondent's headquarters and all Illinois branch offices.
- 4.2.24** 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.
- 4.2.25** Using the definition provided above, what percentage of Respondent's subcontractors for this project, if any, have an Illinois presence?
- 4.2.26** Please note whether Respondent has any plans to locate staff or hire additional staff in the State of Illinois. Please provide supporting data.

4.3. Cost Proposal

For the Cost Proposal, Respondent shall provide costs and proposed compensation structure as described in **Appendix A**.

5.0 RFP SCHEDULE AND PROCESS

This Section provides the schedule and process for this RFP.

5.1 RFP Schedule

The following is the schedule for this RFP. These dates are subject to change at the Treasurer's discretion.

Date	Event
May 29, 2019	RFP published on the Treasurer's website.
June 5, 2019	All Respondents' questions due by 2:00 p.m. CDT.
June 12, 2019	Responses to all questions posted on the Treasurer's website by 4:00 p.m. CDT.
June 19, 2019	Proposals due at 2:00 p.m. CDT.
June 24, 2019	If applicable, best and final offer due by 2:00 p.m. CDT.
June 26, 2019	Notification of award and start of negotiation of the contract terms.

5.2 Contact Information

The Treasurer's Chief Procurement Officer is a 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 via e-mail to Maria Oldani at MOldani@illinoistreasurer.gov by 2:00 p.m. CDT on Wednesday, June 5, 2019.

5.3 Proposal Submittal

All Proposals must be submitted by mail or electronically via ShareBase no later than 2:00 p.m. CDT on Wednesday, June 19, 2019.

Maria Oldani
Chief Procurement Officer
400 West Monroe Street, Suite 401
Springfield, IL 62704
Telephone: 217.782.9598
MOldani@illinoistreasurer.gov

5.3.1 Proposal submission via hardcopy format

Proposals must be submitted in a sealed package with “Examination Services Proposal 370-400-19-005 for the Office of the Illinois State Treasurer” shown in the front of the envelope, along with Respondent’s name and address. If confidentiality of any information is asserted, include an electronic Redacted Copy.

5.3.2 Proposal submission via electronic format

Should Respondent opt to submit his/her Proposal electronically, please e-mail the following information found below to <ExamServicesILRFP@illinoistreasurer.gov> which is Respondent’s express indication that s/he opts for electronic submission via ShareBase:

- a. name of contact person
- b. business name and business address
- c. e-mail address and telephone number

5.3.3 ShareBase instructions for electronic submission

Upon timely receipt of Respondent’s e-mail, the Treasurer will promptly e-mail Respondent indicating a secure folder has been shared with him/her along with instructions for accessing the secure folder. This folder will be used to transmit the files for the Proposal. The folder will appear empty after uploads.

It is crucial that Respondent emails a complete checklist of the files that s/he uploaded to ShareBase to <ExamServicesILRFP@illinoistreasurer.gov>. ***Do not attach documents to this e-mail.***

For assistance uploading to ShareBase, please send an email to <ShareBaseSupport@illinoistreasurer.gov>.

5.4 RFP Process

5.4.1 Internet/E-mail Communications

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

5.4.2 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.

5.4.3 Amendments

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

5.4.4 Respondent's Costs

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

5.4.5 Withdrawal of Proposal

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

5.4.6 Modification of Proposal

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

5.4.7 Proposal is a firm offer

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

5.4.8 Proposal is State Property

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

5.4.9 Proposal is Part of a Public Procurement File

All Proposals received by the Treasurer will be open to the public. Respondent may request that the Treasurer treat certain information as confidential pursuant to 44 Ill. Admin. Code §1400.2505(1). If Respondent requests confidential treatment of any information s/he considers to be exempt from public disclosure under FOIA or other applicable laws and rules, Respondent should submit a Redacted Copy, 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 s/he seeks confidential treatment, and 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.

5.4.10 CPO May Cancel RFP

If the CPO determines that it is in the Treasurer's best interest, she 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.

5.4.11 Additional Information

The Treasurer reserves the right to request additional information and to meet with Respondent to discuss the Proposal.

6.0 EVALUATION PROCESS AND CRITERIA

This Section explains how the Treasurer will evaluate the Proposals.

6.1 Mandatory Requirements

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

- 6.1.1** submit Proposal and accompanying Cost Proposal by 2:00 p.m. CDT on Wednesday, June 19, 2019;
- 6.1.2** in Respondent's Proposal, provide all the sections and the information required for each section as set forth in Section 4.1 of this RFP;
- 6.1.3** provide the Cost Proposal in hardcopy format or via ShareBase, as set forth in Section 5.3 of this RFP;
- 6.1.4** be authorized to do business in Illinois;
- 6.1.5** be an established entity with all required licenses, bonding, facilities, equipment, and trained personnel necessary to perform the work as specified in this RFP at the time of this RFP, or prior to that time, if required by law. The Treasurer reserves the right to require proof of said requirements within ten calendar days from the date of receipt of Respondent's Proposal;

6.2 Scoring

Evaluation Factor	Maximum Number of Points Possible
Background and Experience	40
Services	40
Qualifications	40
Diversity	10
Corporate Responsibility – Environmental, Social and Governance Practices	5
Illinois Presence	5
Cost Proposal	20
Interview, if applicable	5
TOTAL	165

6.3 Determining Scores

6.3.1 Background and Experience

Scoring will be based on Respondent’s demonstrated talent and experience of assigned personnel and will incorporate the answers Respondent provides to the “Background and Experience” questions in Section 4.2. The breadth and depth of similar engagements will be considered. The evaluation will also include reference checks regarding Respondent's work for other clients who received or are receiving services similar to those required by this RFP.

6.3.2 Services

Respondent will be evaluated based on the answers Respondent provides to the services questions starting at Section 4.2.8.

6.3.3 Qualifications

Respondent will be evaluated based on the answers Respondent provides to the Qualifications questions starting at Section 4.2.9.

6.3.4 Diversity

Respondent’s diversity score will be scored based on the answers Respondent provides to the Diversity questions starting at Section 4.2.13. The Evaluation Team shall award a higher diversity score to Respondents (including subcontractors) who are female,

minority, person with disabilities, or veteran owned or managed. Having a higher percentage of subcontractors who are female, minority, person with disabilities, or veteran owned or managed shall also result in higher scores.

6.3.5 Corporate Responsibility: Environmental, Social, and Governance Practices

Respondent's corporate responsibility shall be scored based on the answers Respondent provides to the Corporate Responsibility questions starting at Section 4.2.18.

6.3.6 Illinois Presence

Respondent's Illinois presence shall be scored based on the answers Respondent provides to the Illinois Presence questions starting at Section 4.2.22. Respondents with a principal place in Illinois and a higher percentage of employees in Illinois shall receive higher scores.

6.3.7 Cost Proposal

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

6.3.8 Interview

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

6.4 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 Respondent for clarification of the 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.

7.0 CONTRACTUAL TERMS

Respondent must specifically agree to each contractual provision set forth below.

7.1 Contractual Responsibility

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

The Treasurer, in his sound discretion, will determine whether full, partial, or no compensation will be paid to the auditor in cases where the Holder has remitted property directly to the Treasurer.

7.2 Governing Law

The contract 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.

7.3 Term of the Contract

As previously mentioned, the contract term shall be four years, unless terminated in accordance with the terms of the contract. The Treasurer may, with the consent of Contractor, elect to extend the contract for additional periods, not to exceed a total term of ten years, including the initial four years.

7.4 Termination

7.4.1 Termination Without Cause

The Treasurer may elect to terminate the contract at any time upon thirty 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.

7.4.2 Termination for Cause

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

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

- h. Contractor disregards or violates any applicable laws, rules, or the Treasurer' instructions, acts in violation of any provision of the contract, or the contract conflicts with any statutory or constitutional provision of the State of Illinois or the United States; or
- i. any other breach of contract or other unlawful act by Contractor occurs.

Prior to terminating the contract for cause, the Treasurer shall issue a written warning that outlines the remedial action necessary to bring Contractor into conformance with the contract. If such remedial action is not completed to the satisfaction of the Treasurer within thirty business days, a second written warning may be issued. If satisfactory action is not taken by Contractor within five business days of the date of the second written warning, the contract may be canceled and the Treasurer may recover any and all damages involved with the transition to a new vendor including incidental and consequential damages. Failure by the Treasurer to issue a warning or cancel this contract does not waive any of the Treasurer's rights to issue subsequent warnings.

In addition, the Treasurer reserves the right to reduce the amount paid to Contractor as compensation for services under the contract during any period Contractor fails to perform with reasonable care any of its obligations under the contract.

7.5 Work Product

7.5.1 Ownership of work product.

Except as otherwise agreed to in writing, all work product including, but not limited to, documents, reports, data, information, and ideas specially produced, developed, or designed by Contractor pursuant to the contract, including any copyright or service marks developed on behalf of the Treasurer, whether preliminary or final, (collectively, the "Work Product") will become and remain the property of the Treasurer. He shall have the right to use all such Work Product without restriction or limitation and without further compensation to Contractor.

7.5.2 Return of Work Product

Within thirty days after expiration or termination of the contract, 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 contract. If requested by the Treasurer, Contractor shall certify in writing that all such work product has been delivered to the Treasurer.

7.6 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.

7.7 Internal Controls

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

7.8 Back-up Facilities

Upon request, 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. The back-up plan will include the RTO and verified minimum of semi-annual testing and a preferred quarterly back-up and restoration results.

7.9 Liability

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

7.10 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 contract, 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 contract. 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.

7.11 Subcontractors

Contractor may not use subcontractors to perform the Services, unless the subcontractor is approved in advance by the Treasurer. Respondent must disclose the duties to be performed by the subcontractor. Contractor will be required to obtain written approval from the Treasurer prior to adding or changing subcontractors. Subcontractors will be required to complete the attached State Certifications and Disclosure Forms (**Appendix C**).

7.12 Record Retention and Audit

Contractor and subcontractors, if any, shall maintain adequate books, records, and supporting documents related to the contract, including those necessary to support amounts charged to the State under the contract, for a minimum of seven years from the last action on the contract or after termination of the contract, whichever is longer. 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 relevant materials. If any litigation or claim involving the contract has been filed or any audit commenced before the expiration of the seven-year period, 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-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-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 contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

7.13 Confidentiality

This Section shall survive the termination of the contract.

7.13.1 Confidential Information

Contractor shall be prohibited from using or disclosing information received in the course of fulfilling its obligations pursuant to the contract (“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.

7.13.2 Use of Confidential Information by Employees and Agents of Contractor

The requirement of confidentiality under this contract also applies to the employees and agents of Contractor. Contractor shall use its best efforts to ensure that its employees and agents adhere to the

confidentiality requirements set forth herein. Contractor's use by and disclosure to employees and agents of confidential information to the extent necessary to carry out the terms and purposes of this contract is acceptable.

7.13.3 Protection of Confidential Information

Contractor represents, warrants, and covenants that s/he has implemented and will provide a copy of his/her information security program that is detailed and reasonably designed to protect the confidential information, which program includes administrative, technical, and physical safeguards to ensure the security and confidentiality of all confidential information, to protect against anticipated threats or hazards to the security or integrity of such customer information, and to protect against unauthorized access to or use of the confidential information.

7.13.4 Privacy Policy

Contractor will comply with any applicable federal or state laws or regulations, as well as any privacy policy developed by the Treasurer. Contractor further agrees to establish, maintain, and comply with a privacy policy with respect to the performance of the contract.

7.13.5 Destruction of confidential information

The Treasurer or his agents shall maintain reasonable security measures to protect confidential information from destruction. See 765 ILCS 1026/15-1404(b). In addition, the Treasurer or his agents shall return all confidential information either in a secure manner or destroy such information no longer needed, pursuant to the Illinois Personal Information Protection Act. Id. at Section 15-1404(d).

7.13.6 Program Lists

Contractor specifically agrees that s/he 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.

7.14 Successor and Assignment

Each term and provision of the contract is binding and enforceable against and inures to the benefit of any successors of the Treasurer and any successors of Contractor, but neither the contract nor any of the rights or obligations under the contract may be transferred or assigned without the Treasurer's prior written consent, which shall render the contract voidable

by him. The Treasurer may unilaterally bind any successor of Contractor to the terms and conditions of the contract.

7.15 Certifications

Contractor shall certify the following:

7.15.1 That Contractor has the full legal right, power, and authority to execute and deliver the contract and to perform his/her obligations pursuant to the contract with no other corporate action on the part of Contractor or stockholders being necessary, and that the contract has been duly and validly executed and delivered by Contractor, thereby constituting a legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with his/her terms;

7.15.2 That the execution and delivery by Contractor of the contract, the performance by Contractor of his/her 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 Contractor or any of its assets and properties or (b) any contract binding on or affecting 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 Contractor is a party, or any material obligation or responsibility which Contractor has to any third party;
- d. that there is no action, suit, investigation, or proceeding pending or, to the best knowledge of Contractor, threatened against Contractor before any court, arbitrator, or administrative or governmental body that might result in any material adverse change in the operations of Contractor or which might materially and adversely affect the ability of Contractor to perform the services or otherwise comply with its obligations under the contract.

7.16 Review

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

7.17 Severability

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

7.18 Access to Information

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

7.19 Change of Law or Policy

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

7.20 State Certifications/Disclosures

The contract shall incorporate Contractor's fully executed State Certifications and Disclosure Forms (**Appendix C**).

APPENDIX A

The Treasurer recognizes that the work conducted by unclaimed property audit firms varies in complexity and detail. As such, the Treasurer expects Contractor to give serious consideration in accurately itemizing cost of services, as well as processing records with an appropriate fee structure.

Contractor will receive fees or other compensation as outlined in this Appendix A, subject to terms, conditions, and/or limitations of the service contract.

The Treasurer shall not be obligated to pay any other compensation, fees, costs, charges, and/or expenses to Contractor relating to the service contract, unless otherwise agreed by the Treasurer in writing.

Contractor will submit detailed invoices to the Treasurer on a regular basis. Submitted invoices shall contain all information reasonably requested by the Treasurer. In addition, the Treasurer reserves the right to audit all invoices for accuracy.

The service contract may provide for compensation based on a fixed fee, hourly fee, or contingent fee. A contingent fee arrangement may not provide for a payment exceeding fifteen percent of the amount or value of property paid or delivered as a result of the audit. See 765 ILCS 1026/15-1009.

A service contract is a public record under the Freedom of Information Act. The Illinois State Records Act governs the Treasurer's records retention and destruction rules.

In addition, Contractor's compensation proposal should be based on a structure of netting fees from the reported totals that derive from onsite and/or offsite audits.

Valuation of [net] presumptively abandoned property

The value of the net unclaimed property shall mean the cash value of the property. "[Net] presumptively abandoned property" is determined by the gross value of all presumptively abandoned property and reduced by the following:

- the value of all presumptively abandoned property from the holder which would have been delivered pursuant to the reporting practices of the holder at the time of the audit
- the value of any presumptively abandoned property from a holder where the holder is domiciled in Illinois, unless the records are maintained in another state
- the value of any presumptively abandoned property which is not past due, unless the collection from the same holder also includes such property which is past due
- the value of any presumptively abandoned property collected in conjunction with an audit that was not duly approved by the Treasurer
- the value of any presumptively abandoned property that is received by the Treasurer more than eighteen months after the Treasurer authorized the audit, unless the Treasurer has provided the auditor with an extension in writing

The value of presumptively abandoned property other than cash shall be the closing price of any security traded on an exchange on the receipt date by the custodian. If the property involves securities, the value will be equal to the bid price on the date such property is received by the custodian. The value of any other presumptively abandoned property shall be determined according to generally accepted valuation procedures.

Accessibility of Records from the Holder

If the auditor is unable to access a holder's record or relevant findings, and legal action is required for compliance purposes, the Treasurer reserves the right to reduce the contingency fee of the auditor for property that is ultimately collected. The Treasurer also reserves the right to apply or waive interest and penalties and/or use litigation or enforcement measures as a means of attaining compliance by the holder.

Billing

The auditor shall not bill the Treasurer, and the Treasurer shall not compensate the auditor until the auditor has satisfied all the report delivery requirements pursuant to Section 3.0. The invoice shall include the EIN of the auditor and the attestation that all property which the auditor seeks compensation for constitutes presumptively [net] abandoned property.

The Treasurer, in his sound discretion, will determine whether full, partial, or no compensation will be paid to the auditor in cases where a holder has remitted property directly to the Treasurer.

APPENDIX B

EXAMINATION/AUDIT/RECORD REVIEW PROCEDURES

The examination of the books and records of the holders of abandoned property and the demand for delivery of reportable property shall be made pursuant to the following:

1. The holdings of the United States Supreme Court in *Texas v. New Jersey* (379 U.S. 674), *Pennsylvania v. New York* (407 U.S. 206), and *Delaware v. New York* (507 U.S. 490) and any applicable State and federal legislation which the Treasurer has the right to escheat or receive property shall be followed. Specifically:

- (a) When the last known address of the apparent owner according to the books and records of the holder are in the State of Illinois, it shall be deemed to be reportable to the State of Illinois.
- (b) If the holder has no records whatsoever setting forth the name and last known address of the apparent owner, the property shall be deemed reportable to the appropriate state as required in the court decisions or federal law as stated in Paragraph 1 above.
- (c) An address shall generally be deemed to mean a description of location sufficient for the delivery and receipt of mail. Where no literal address exists but the records of the holder nonetheless conclusively establish that the apparent owner resided in Illinois, Contractor shall advise Illinois and the holder's state of incorporation for purposes of determining which state possesses the priority claim to the property.
- (d) If the amount of unclaimed property cannot be ascertained from the books and records of the holder, generally accepted statistical estimation techniques may be used so long as Contractor has prior written approval from the Treasurer to use the techniques.
- (e) If the Illinois Revised Uniform Unclaimed Property Act provides an express cutoff date setting forth when the obligation of a holder commenced, it will be used.

2. Notwithstanding the provisions of paragraph 1 hereof, nothing contained therein shall prevent, waive or otherwise affect the right of the Treasurer to claim from another state property reported and delivered to such state according to the provision in Paragraph 1. Contractor shall upon request of the Treasurer provide the Treasurer with such information as may have been obtained relevant to such claim.

Holder Contact Person

Holder Address

Holder Contact Person Telephone #

Federal Employer's Identification Number

APPENDIX C

ILLINOIS STATE TREASURER CERTIFICATIONS

[Form A]

_____ (“Contractor”) makes the following certifications:

1.0 ANTI-BRIBERY.

Contractor certifies that s/he 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 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. Contractor also acknowledges that the Chief Procurement Officer may declare the contract void if this certification is false.

2.0 BID-RIGGING/BID-ROTATING.

Contractor certifies that s/he 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.

This certification is required by Section 3 of the Drug Free Workplace Act (30 ILCS 580/3). The Drug Free Workplace Act, effective January 1, 1992, requires that Contractor shall not be considered for the purposes of being awarded a contract for the procurement of any services from the State unless Contractor has certified to the State that Contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract and debarment of contracting opportunities with the State for at least one (1) year but not more than five (5) years.

Contractor certifies and agrees that s/he will provide a drug free workplace by:

- a. Publishing a statement:
 - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or the contractor’s workplace.
 - ii. Specifying the actions that will be taken against employees for such violation(s).
 - iii. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 1. abide by the terms of the statement; and

2. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction
- b. Establishing a drug free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon an employee for drug violations
 - c. Providing a copy of the statement required by Section (a) to each employee engaging in the performance of the contract and to post the statement in a prominent place in the workplace
 - d. Notifying the Treasurer's Office within ten (10) days after receiving notice under Section a.ii.2. from an employee or otherwise receiving actual notice of such conviction
 - e. Imposing a sanction on or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by an employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act
 - f. Assisting employees in selecting a course of action in the event of drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place
 - g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

4.0 ANTI-BOYCOTT CERTIFICATION.

Contractor certifies that neither s/he nor any substantial-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.

Contractor certifies that s/he will comply 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, Contractor represents or certifies that services, programs and activities provided under the Agreement are and will continue to comply 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.

Contractor certifies that s/he 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) prohibit discrimination against persons with disabilities by the Treasurer, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving the Agreement, 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.

Contractor certifies that s/he 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.

Contractor certifies that s/he has not been barred from being awarded a contract under Section 50-10 of the Illinois Procurement Code (30 ILCS 500/50-10). Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and five years have not passed from the completion of the sentence. Contractor further acknowledges that the Chief Procurement Officer may declare the contract void if this certification is false.

9.0 FORMER EMPLOYMENT.

Contractor has informed the Treasurer’s Office in writing if s/he was formerly employed by the Treasurer’s Office 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.

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

Contractor certifies that neither his/her nor his/her employees and agents are in violation of section 50-30 of the Illinois Procurement Code (30 ILCS 500/50-30). Section 50-30 prohibits certain State employees and their designees for a period of (2) years after

terminating an affected position 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.

Contractor shall report to 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, /50-50).

13.0 DISCRIMINATORY CLUB.

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.

Contractor shall comply with applicable tax requirements and shall be current payment of such taxes. Under penalty of perjury, Contractor certifies that #

_____ is its correct Taxpayer Identification Number and that it is doing business as a (please check one):

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

15.0 LICENSE; AUTHORIZED BIDDER OR OFFEROR.

Contractor, directly or through its employees, shall have and maintain any license required by this Agreement. S/he further certifies that his/her concern is a legal entity authorized to do business in Illinois prior to the submission of the bid, offer, or proposal 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 Illinois General Assembly fails to make an appropriation for payments under the terms of the contract.

17.0 RECORDS RETENTION; RIGHT TO AUDIT.

Contractor agrees to maintain books and records related to the performance of the contract and necessary to support amounts charged to the State under the contract for a minimum of seven (7) years from the last action on the contract or after termination of the agreement, whichever is longer. 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 officers, internal auditor and the Treasurer; Contractor agrees to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all relevant materials. The 7-year period shall be extended for the duration of any audit in progress during the term. Failure to maintain the books, records and supporting [e]-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 [e]-documents are not available to support their purported disbursement.

18.0 CONFLICTS OF INTEREST.

Contractor has disclosed and agrees that s/he 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 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 Sections 50-13, 50-20, and 50-35 of the Illinois Procurement Code (30 ILCS 500/50).

19.0 LATE PAYMENTS.

Late payment charges, if any, shall not exceed the formula established in the Illinois Prompt Payment Act (30 ILCS 540/1) and the Illinois Administrative Code (74 Ill. Adm. Code 900).

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.

Contractor certifies that it, or any affiliate, is not 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's Office s/he knows or should know that s/he, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Contractor further acknowledges that the Treasurer's Office may declare the Agreement void if this

certification is false or if 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.

Contractor certifies that s/he 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's Office if that individual is in default of an educational loan. Contractor further acknowledges that the Treasurer's Office may declare the agreement void if this certification is false or if Contractor is determined to be in default of an educational loan during the term of the agreement.

23.0 FORCE MAJEURE.

If any party fails to perform his/her duties and obligations, s/he shall be excused by unforeseeable circumstances beyond his/her 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.

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.

Contractor certifies that s/he 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's Office 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. Contractor further acknowledges that the Treasurer's Office may declare the agreement void if this certification is false or if 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.

Contractor certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

27.0 SARBANES-OXLEY ACT AND ILLINOIS SECURITIES LAW.

Contractor certifies that s/he 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, *inter alia*, prohibits a contractor from bidding or entering into a contract or subcontract with the Treasurer's Office if 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 Contractor is in violation of Subsection (e). Contractor further acknowledges that the Treasurer's Office may declare the agreement void if this certification is false or if 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 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.

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 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's Office and Contractor.

31.0 BOARD OF ELECTIONS REGISTRATION.

____ Contractor certifies that s/he **not required to register** as a business entity with the State Board of Elections pursuant to the Illinois Procurement Code (30 ILCS 500/20-160). Further, Contractor acknowledges that all contracts or subcontracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Illinois Procurement Code (30 ILCS 500/50-60).

(or)

_____ Contractor certifies that s/he **has registered** as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to the Illinois Procurement Code (30 ILCS 500/20-160). Further, Contractor acknowledges that all contracts or subcontracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Illinois Procurement Code (30 ILCS 500/50-60).

32.0 COLLECTION AND REMITTANCE OF ILLINOIS USE TAX.

Contractor certifies that s/he 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 Contractor or an 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. Contractor further acknowledges that the contract or subcontract may be voided if this certification is false.

33.0 ENVIRONMENTAL PROTECTION ACT VIOLATIONS.

Contractor certifies that s/he 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. Contractor further acknowledges that the contracting State agency may declare the contract or subcontract void if this certification is false.

34.0 LEAD POISONING PREVENTION ACT VIOLATIONS.

Contractor certifies that s/he 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. Contractor further acknowledges that the Treasurer may declare the contract or subcontract void if this certification is false.

35.0 BOND ISSUANCES.

Contractor certifies that s/he 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.

Contractor certifies that s/he 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.

Contractor certifies that s/he 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 helped him/her to obtain the contract or subcontract.

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 disclose 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 involving contracts 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:

(1) 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

(2) 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.

Please check one of the following items. If item 2 is checked, please 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

By: _____
[Print name]

Title: _____

Dated: _____

**FINANCIAL INTEREST AND POTENTIAL CONFLICTS OF INTEREST
[Form B]**

The Treasurer's Procurement Regulations (44 Ill. Adm. Code 1400.5035) require that Contractors 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 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 \$10,000.

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

- a. If any individuals have one of the following financial interests in the contractor/offeree (or the parent), please check all that apply and show names and addresses. Add more pages if necessary:

Ownership exceeding 5% (____)
Ownership value exceeding \$106,447.20¹ (____)
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/offeree (or the parent) as follows:

If the proportionate share of the named individual(s) in the ownership of the contractor/offeree (or the 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 \$ _____

¹ This amount is sixty percent of the Illinois governor's salary.

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 three (3) years, including contractual employment of services
Yes _____ No _____
- b. State employment for spouse, father, mother, son, 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 of Illinois government
Yes _____ No _____
- h. Relationship to anyone who is or was a registered lobbyist in the previous 2 years: spouse, father, mother, son, or daughter
Yes _____ No _____

- i. Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois or any political action committee with either the Secretary of State or the Federal Board of Elections
Yes _____ No _____

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

This disclosure is submitted on behalf of,

Name: _____
[Print name]

Title: _____

Dated: _____

OTHER CONTRACT AND PROCUREMENT-RELATED INFORMATION
[Form C]

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

The contractor 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 \$10,000.

The contractor must submit this information along with his/her bid, proposal or offer.

- a. Contractor shall identify whether s/he has current contracts (including leases) with other units of the State of Illinois government
Yes _____ 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 shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of the State of Illinois government
Yes _____ 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: _____
[Print name]

Title: _____

Dated: _____