



OFFICE OF THE ILLINOIS STATE TREASURER
MICHAEL W. FRERICHS

Request for Proposals
Illinois Student Investment Account
Program Manager
370-200-21-013

March 31, 2021

Proposals due by 2:00 p.m. CT on May 17, 2021

Ms. Maria Oldani
Chief Procurement Officer
400 West Monroe Street, Suite 401
Springfield, IL 62704

**Office of the Illinois State Treasurer
Request for Proposals
Illinois Student Investment Account Program Manager**

TABLE OF CONTENTS

I. OVERVIEW	3
II. BACKGROUND.....	3
III. SCOPE OF WORK.....	5
IV. RFP PROCESS AND SCHEDULE	11
V. PROPOSAL.....	15
I. EVALUATION PROCESS & CRITERIA.....	26
II. CONTRACTUAL TERMS	32
IX. APPENDICES	41

I. OVERVIEW

The Office of the Illinois State Treasurer (“Treasurer”) is issuing this Request for Proposals (“RFP”) for a program manager to manage its Illinois Student Investment Account (“Program”), an investment program aiming to provide private refinance and tuition loan options to Illinois residents. Service providers that submit responses (“Respondents”) shall submit their responses to this RFP (“Proposal”) by 2:00pm CT on May 17, 2021.

The successful Respondent will oversee daily Program operations, provide necessary services, and integrate and manage subcontractors, where applicable. The Treasurer intends to select the Respondent that best aligns with the goals of providing accessible, high-quality, competitively-priced student loans, and offers the most cost-efficient process including, but not limited to, management and oversight capabilities, loan lifecycle functions, marketing, and bookkeeping responsibilities, amongst other functions.

The winning Respondent (“Contractor”) shall enter into a contract with the Treasurer (“Agreement”) for an initial term of four (4) years. Upon expiration of this term, the Treasurer may elect to extend the Agreement for a period of time agreed upon by the parties, not to exceed a total of ten (10) years, including the initial four (4) years.

II. BACKGROUND

In 2019, the Illinois General Assembly passed and the Governor signed into law the Student Investment Account Act (110 ILCS 991 et seq.) (the “Act”), through which the Treasurer seeks to invest up to 5% of the State Investment portfolio, currently approximately \$800 million, on a continuing and recurring basis, in education loan products, such as low-interest new and refinanced student loans for qualified Illinois residents with higher education expenses. The Treasurer seeks to use an impact investment framework that offers both traditionally underwritten and non-traditionally underwritten financial products that help Illinois students and Borrowers finance their education at competitive rates while earning an acceptable return for the State of Illinois.

In addition to earning an acceptable return for the State of Illinois, the Program objectives include the following:

- Increasing access to and completion of higher education in Illinois through the provision of responsible and affordable education loan products;
- Providing responsible and affordable education loan products to Borrowers who struggle to access credit in the private market; and
- Enhancing Illinois residents’ ability to invest in their home, family, or business by reducing their private student debt burden through refinancing.

To prepare for the launch of the Program, the Treasurer spoke to numerous stakeholders and Illinois constituents, hosted information-gathering panels, and onboarded partners to support Program design. In the summer of 2020, the Treasurer entered into a partnership with a consumer advocacy group and published two RFPs, one for Strategic & Investment

Advisory Services, followed by an RFP for Outside Legal Counsel, all of which are located on www.illinoistreasurer.gov. These contractors (collectively "SIA Advisors") provide strategic recommendations and will provide ongoing services to the Program. The winning Respondent will be required to collaborate with the SIA Advisors, as well as other contractors of the Treasurer, as requested.

All investments, existing and new, committed under the Act, shall be aggregated for purposes of this RFP under the Program to optimize portfolio construction, streamline governance, and enhance oversight and due diligence.

A. Objective

The Treasurer seeks a Contractor to maintain the core mission of supporting Illinois resident students and Borrowers in financing or refinancing their education while also generating acceptable returns for the State.

The Contractor will exhibit a depth of experience and knowledge in private student loan program management, multi-product program operations, subcontractor management, and State and Federal regulatory compliance. Respondents and any additional entities Respondents include in their Proposals must be authorized to conduct business in Illinois. For purposes of this RFP, the Contractor shall refer to the primary Respondent and any and all subcontractors and/or proposed co-signatory entity(s) ("Partners") to the Agreement that the primary Respondent includes in its Proposal. Likewise, Respondent refers to the primary Respondent as well as any and all subcontractors and/or Partners on the proposal. The Respondent's cost proposal (see Section IV.C of this RFP) shall include quotes for any and all subcontractors and/or Partners on the proposal, such as loan service providers or web designers. The Treasurer reserves the right to reject subcontractors for origination, servicing, and customer service that the Respondent proposes in its Proposal or that Contractor proposes at any time during the life of the contract.

The Contractor will serve as a program manager responsible for sourcing, onboarding, and managing the services needed to operate the Program. These services include, but are not limited to, all day-to-day program duties, loan lifecycle functions, custody and safekeeping, recordkeeping, legal and regulatory compliance, program finances, program website and Borrower portal maintenance, administrative duties, call center functions, and marketing duties pertaining to the Program. The Contractor will also be required to work directly with the Treasurer's staff and designated vendors, when applicable.

B. Definitions

"Borrower" means an Illinois resident student who has received an education loan or an Illinois resident parent who has received or agreed to pay an education loan, subject to approval by the Treasurer.

"New Loan" also known as in school tuition is an education loan made to an Illinois residential Borrower for the Borrower or their child to attend an Illinois Institution of Higher Education.

“Refinance Loan” is a loan made to refinance prior private education loans used by a Borrower to finance attendance at an Institution of Higher Education.

"Institution of Higher Education" means a post-secondary educational institution located in Illinois and approved by the Treasurer.

“Program” means that portion of the Treasurer's State Investment Portfolio described in Section 15 of the Act.

“Investments” refer to higher education loans products including, but not limited to, low-interest loans and other innovative financing products for Illinois residents.

Please see the Act for definitions of other terms applicable to the Program, which is accessible here: <http://ilga.gov/legislation/publicacts/101/PDF/101-0586.pdf>.

III. SCOPE OF WORK

Upon approval of the Treasurer, the Contractor shall provide the following services, in accordance with applicable state and federal laws, rules, and regulations (collectively, the “Services”):

A. Design and Implementation

1. Portfolio Construction: In collaboration with the Treasurer and SIA Advisors, create a staged product portfolio construction plan that includes New Loans and Refinance Loans and aligns with the Treasurer’s impact goals and allocation targets for the Program.
2. Program Infrastructure and Technology
 - a. Prepare and provide to the Treasurer a staffing plan to manage the operation and oversight of the Program. The staffing plan must be provided to the Treasurer for approval and is subject to modification as requested by the Treasurer;
 - b. Provide a loan origination platform with customizable underwriting options for characteristics unique to the Program products. The Contractor must integrate the following systems: lead generation, a loan application platform, a loan origination system, automated underwriting tools, lending and disclosure documents, and licensure and regulatory compliance;
 - c. Establish high-quality, high-touch servicing features for all education financing products offered to potential Borrowers through the Program. The Contractor must integrate the following systems: loan servicing, credit reporting services, recurring monthly statements, communications, delinquency and repayment management, debt collection, account verification services, and third-party collections;

d. Establish a call center with multi-lingual service options, at a minimum English and Spanish, located in the United States (preferably Illinois), which will be staffed with all necessary customer service staff, including multi-lingual staff, needed for the effective operation of the call center. The Contractor shall staff the call center with licensed or registered customer service representatives, if applicable, for at least 50 hours a week, Monday through Saturday (except for Federal holidays and periods of pre-scheduled system maintenance, as approved by the Treasurer). The specific hours of operation will be mutually agreed upon by the parties based upon the needs of Borrowers and potential Borrowers. The Contractor shall establish a toll-free number that the Treasurer will own and that will stay with the Program. The call center customer service representatives will perform the following duties:

- i. Answer calls and provide assistance for general Program inquiries, Borrower account inquiries, technical inquiries, and Borrower loan counseling requests during call center hours;
- ii. Resolve issues requiring interaction with Borrowers, co-Borrowers, and Institutions of Higher Education, as applicable;
- iii. Respond to e-mails and other correspondence from Borrowers, co-Borrowers, and Institutions of Higher Education;
- iv. Establish a customer service record management system that will identify, track, and report on all calls with all Borrowers and authorized agents. The customer service record must include how the matter was resolved and track the call to the Borrower's profile. Customer service logs must be kept current and retained for seven (7) years;
- v. Record all in-bound and outbound calls, notify all callers at the outset of the call of the recording, and retain such recordings as dictated by industry best practices. Make such recordings available to the Treasurer through remote access; and
- vi. Meet all performance standards agreed to by the Contractor and the Treasurer.

e. Develop and maintain a website, Borrower portal, and corresponding mobile application that provide state-of-the-art security and password protocols and is viewable on several types of electronic devices, including computers, tablets, and mobile devices. The website, Borrower portal, and corresponding mobile application must be available in multi-lingual formats, at a minimum English and Spanish. Provide a website, portal, and online application that include the following features:

- i. Borrower Portal – Applicants, Borrowers, and authorized agents must be able to perform the following through an account owner portal: securely access/view account information; access customer support or contact

information; access relevant tax forms; access account activity required by federal, state, or local jurisdictions; make payments and edit banking information; view completed and pending payments; make changes to account information; and select preferred methods of delivery for communications (e.g., USPS, email, or other electronic means).

The account owner portal should also be able to support financial literacy information and educational financial modeling tools;

- ii. Mobility – The website, online loan application, and the online Borrower Portal application must be mobile responsive and accessible 24 hours a day, 7 days a week, 365 days a year, except for periods of pre-scheduled system maintenance that are approved in advance by the Treasurer. The online application should allow prospective Borrowers to start, save, complete, and submit the application, all while gathering necessary applicant information and providing the necessary disclosures in the most seamless, “friction-free” manner possible; and
- iii. Program information – The Program website should hold information regarding the Program and product offering details, including Borrower eligibility, enrollment process, and relevant disclosures, in plain and accessible language.

3. Implementation Timeline: Provide a detailed implementation plan and timeline, and Program procedures to the Treasurer within sixty (60) days of execution of an Agreement with the Treasurer, defining and detailing, at a minimum, the following: Program infrastructure setup; Program go-live; Borrower onboarding; day-to-day operation management; data collection/mapping; testing; Program oversight, and Program reporting and reporting cycles. The implementation plan must identify all processes and technologies needed to implement the Program, including, but not limited to, identification of any relevant third-party contracting.

4. Marketing Plan: Develop a comprehensive marketing strategy that will provide the broadest visibility across potential participants within the State of Illinois prior to Program launch. Create and execute on an implementation timeline for all marketing efforts. Note, all marketing materials are subject to the review and approval of the Treasurer and shall be developed in a format that is reasonably consistent with the publications of the Treasurer. In doing so, the Contractor’s marketing and data analytics services must include the following:

- a. General Marketing Resources –Dedicate sufficient resources to marketing efforts aimed at increasing awareness and utilization of the Program;
- b. In-School Communications – Provide coordinated and effective communications to participating Institutions of Higher Education;

c. Brand Awareness – Implement a brand marketing strategy, that will be owned by the Treasurer, reflecting brand awareness of the Program through various methods, including but not limited to the following: surveys, website traffic, digital advertisement click-through-rates, polling, focus groups, social listening, and online search volume/history; and

d. Cooperation and Communication – Cooperate and communicate with the Treasurer’s staff and contractors that are involved with targeted marketing initiatives and data analytics strategy.

5. Compliance Framework

a. Develop and implement a risk management and ongoing compliance management system for all aspects of the Program including, but not limited to, loan servicing, originations, and collections work that are subject to State and federal law, regulations, and licensing requirements. In addition, develop Program policies and procedures, internal and external controls, vendor and third-party management and oversight procedures, and other such assessments;

b. Draft and design plain-language, Program disclosure statements, enrollment materials, communications, and other necessary information in English, Spanish and other frequently requested languages. Contractor shall ensure that the Program disclosure statements contain all of the Program rules and material information required by law and necessary for a prospective Borrower make an informed decision. Contractor shall prepare any required supplements to the Program disclosure statement and produce and distribute the Program disclosure statements and supplements to all Borrowers and other individuals, as required by law and requested by the Treasurer. Contractor shall work with SIA Advisors and the Treasurer on the content of such documents; and

c. Collaborate with third-party compliance reviews and audits, including providing all requested documentation, records, and access to data and records, in a manner and format requested by and satisfactory to the Treasurer.

B. Ongoing Program Management

1. New Product Development

a. Observe and report on market trends, existing products in the student lending marketplace, and student education financing needs to assist in the development of new products for the Program; and

b. Develop new product implementation plans in conjunction with the Treasurer and SIA Advisors. Execute plans to launch new products.

2. Maintenance and Evaluation of Current Products

- a. Serve as a general resource to the Treasurer and SIA Advisors for information, advice, and training regarding investment, reporting, new product vetting and management, portfolio valuation, and marketing strategies.
- b. Monitor the student lending market in Illinois to ensure products remain compliant and competitively priced throughout changing market and regulatory conditions and report to the Treasurer as needed, but no less than quarterly;
- c. Recommend improvements and implement changes to existing products, including, but not limited to, product interest rates, underwriting standards, and product types, to ensure consistent conformity of the Program with changing market needs, legal requirements, and Program objectives;
- d. Ensure adequate staff to manage the operation and oversight of the Program.
- e. Provide and manage the oversight of all day-to-day Program and loan operations functions including, but not limited to the following:
 - i. Website, Borrower portal, and application maintenance;
 - ii. Loan Application;
 - iii. Loan Underwriting;
 - iv. Loan Originations;
 - v. Promissory Notes;
 - vi. Recordkeeping;
 - vii. Custody and Safekeeping;
 - viii. Loan Funding and Disbursement;
 - ix. Program and Loan Disclosures;
 - x. Loan Servicing;
 - xi. Default Prevention;
 - xii. Customer Service;
 - xiii. Communications;
 - xiv. Loan Collections and Repayments; and
 - iv. Lending Compliance.

3. Analysis of the Marketing Plan: In consultation with the Treasurer, manage and monitor the distribution of Program marketing materials, using unique Program branding. Contractor shall also review and provide input on activities and materials that are part of the marketing campaign for the Program.
4. Financial & Impact Reporting
 - a. Establish and monitor all loan administration and accounting services necessary to support the Program, including, but not limited to, the following: Program cashflow management, Program accounting services, and managing the financial infrastructure required to maintain the Program;
 - b. Manage financial custody, recordkeeping, and reporting for the Program in accordance with industry standards and applicable law. Such management shall include, but not be limited to the following: ongoing monitoring of cashflows, loan repayments, expenses, and capital disbursements;
 - c. Prepare quarterly and annual financial reporting and financial statements ideally within 60 days, but no longer than 90 days after the close of quarter or fiscal year, which ends on June 30th, in accordance with applicable law and established standards and requirements set by the Treasurer;
 - d. Compile, prepare, and provide impact and Program success reports to the Treasurer detailing social and economic impact metrics, marketing effectiveness, and other key program performance indicators. Such reports shall be required on a monthly, quarterly, calendar year-end, fiscal year-end, and since program-inception basis. Additionally, the Contractor shall provide ad hoc reports upon request by the Treasurer;
 - e. Establish applicable benchmarks and Program standards in collaboration with the Treasurer. Review benchmarks to ensure accuracy and relevance;
 - f. Provide the Treasurer, SIA Advisors, and/or any Treasurer designees with web-based access to Program performance metrics and raw, loan-level data files for performance tracking and analytics; and
 - g. Prepare an annual Program report, subject to approval of the Treasurer, that will be posted on the Program website for relevant stakeholders.
5. Compliance
 - a. Monitor licensure requirements and regulatory compliance, and ensure compliance therewith, for all loan servicing, origination, and collections;
 - b. Update records of correspondence and its responses for a minimum of seven (7) years while maintaining recordings of Borrower calls according to industry standards and any applicable records retention policies of the Treasurer;

- c. Attend quarterly due diligence, review meetings for Program with the Treasurer and SIA Advisors, and allow onsite due diligence reviews by the Treasurer or his representatives. The Contractor shall also attend meetings as needed to present reports, analyses, and to respond to any questions;
- d. Monitor changes in federal and state laws and regulations that might impact the Program, advise the Treasurer of any necessary changes, and work with the Treasurer to implement any necessary or desired changes;
- e. Prepare an annual audit in accordance with state law and collaborate with the Treasurer and SIA Advisors to conduct separate, third-party audits as requested, ideally within 60 days, but no longer than 90 days after the close of quarter or fiscal year; and
- f. Maintain industry best-practice quality control procedures to minimize errors during enrollment, payment processing, data transfers, servicing, and reporting, and take all actions necessary to ensure the confidentiality and privacy of information and data for all participants, as applicable.

IV. RFP PROCESS AND SCHEDULE

This Section provides the schedule and process for this RFP.

A. RFP Schedule

The following is the proposed schedule for this RFP:

Date	Event
March 31, 2021	RFP published on the Treasurer’s website
April 08, 2021	Notice of intent to participate in the Bidder’s Teleconference due by 1:00 p.m. CT
April 09, 2021	Optional Bidder’s Teleconference at 11:00 a.m. CT
April 15, 2021	All Respondent questions due by 2:00 p.m. CT.
April 23, 2021	Responses to all questions posted on the Treasurer’s website by 4:00 p.m. CT.
May 17, 2021	Proposals due at 2:00 p.m. CT.
Week of May 24, 2021	Interviews, if any, with final candidates.
Week of May 31, 2021	If applicable, best and final offer due by 2:00 p.m. CT.

Week of June 14, 2021	Notification of award and begin negotiation of Agreement.
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These dates are subject to change at the Treasurer’s discretion.

B. Contact Information

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

Respondents should submit questions about the intent or content of this RFP and request clarification of any and all procedures used for this procurement prior to the submission of a Proposal. Respondents must submit their questions in writing by e-mail to the CPO, Maria Oldani, at MOldani@illinoistreasurer.gov by 2:00 p.m. CT on April 15, 2021.

C. Proposal Submittal

All Proposals must be submitted either in hard copy form or electronically by May 17, 2021, at 2:00 p.m. CT.

1. Packet submission in hard copy form

Proposals submitted in hard copy form must be submitted in a sealed envelope or package with “Student Investment Account Program Manager 370-200-21-013 for the Office of the Illinois State Treasurer” shown in the front of the envelope or package, along with Respondent's name and address. Specifics regarding the Proposal Format (i.e., number of copies) are found in Section IV.A. entitled “Proposal Format” of this RFP.

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

Packet must be mailed to:

Ms. Maria Oldani
 Chief Procurement Officer
 Office of the Illinois State Treasurer
 Illinois Business Center
 1 East Old State Capitol Plaza
 Springfield, IL 62701

Proposals will be opened publicly, via livestream only, at 2 p.m. CT on May 17, 2021. The livestream will be available online at <https://www.facebook.com/ILTreasurerProcurement>.

2. Packet submission via electronic form

To start the submission process for a Proposal submitted electronically, please e-mail the following to SIAProgramManagerRFP@illinoistreasurer.gov:

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

3. Instructions for electronic submission

Respondent must submit its written proposal and cost proposals as separate attachments. Upon timely receipt of Respondent's e-mail, the Treasurer will promptly e-mail Respondent indicating their submission has been received. It is crucial that Respondent emails a complete list of the files that s/he submitted to SIAProgramManagerRFP@illinoistreasurer.gov.

4. Use of electronic version of this RFP

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

D. RFP Process

1. RFP Contact

The Treasurer's CPO is the sole point of contact concerning this RFP. Respondents should submit questions about the intent or content of this RFP and request clarification of any and all procedures used for this procurement prior to the submission of a response.

2. Internet/E-mail Communications

The Treasurer may 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.

3. Oral Communications

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

4. Amendments

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

5. Respondent's Costs

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

6. Withdrawal of Proposal

Respondent may withdraw its Proposal at any time prior to the deadline for receipt of Proposals. The Respondent must submit a written withdrawal

request, addressed to the CPO and signed by the Respondent's duly authorized representative.

7. Modification of Proposal

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

8. Proposal is a firm offer

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

9. Proposal is State Property

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

10. Proposal is Part of a Public Procurement File

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

A request for confidential treatment will not supersede the Treasurer's legal obligations under FOIA. The Treasurer will not honor requests to keep entire Proposals confidential and will in any event disclose the successful Respondent's name, the substance of the Response, and the price. In responding to a request under FOIA, the Treasurer reserves the right to rely on Respondent's decision whether to submit a Redacted Copy with its Proposal, and the Treasurer is under no obligation to notify vendor prior to providing a complete and unredacted Proposal, with any attachments, if Respondent does not elect to provide a Redacted Copy with its Proposal as described in this Section.

11. 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.

12. Additional Information

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

V. PROPOSAL

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

A. Proposal Format

All Proposals must be submitted within the prescribed format to facilitate objective review. Any Proposal that materially deviates from this format will be rejected without further consideration of its content. Proposals that contain false or misleading statements or that provide references that do not support an attribute or condition claimed by the Respondent may also be rejected.

Narratives should provide a concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on clarity, brevity, and completeness of response.

1. Cover Letter – The Proposal must be accompanied by a transmittal letter that designates the name, address, and telephone number of the person or persons available for contact concerning the response and who are authorized to make representations on behalf of the Respondent's organization.
2. Table of Contents – Include a listing of the main chapters and paragraph headings contained in the response, including page numbers.
3. Introduction – Include any introductory remarks, not to exceed three (3) pages, deemed appropriate. Briefly discuss such topics as the Respondent's background, management, facilities, staffing, related experience, and financial stability.
4. Scope of Work – Provide a narrative, not to exceed ten (10) pages, describing the general conceptual approach to the delivery of specific services and any other information Respondent believes is relevant.
5. Answers to Questions – Respondent must respond to all the questions. Respondent's answers must include the headings (e.g. "Background and Experience") and be numbered in the order provided in Section V.B of this Proposal.
6. Service Team – Provide an organizational chart and resumes for the proposed service team, including analytical, investment, research, and support staff, as applicable. Please identify the primary contact person and describe the role of each key person as well as geographic location.

7. Subcontractors/Partners – Provide a list of the partners and/or subcontractor(s) Respondent will use for the Services, if any, and the general type of work to be performed by each subcontractor. Please note, the services provided by any Partners and/or Subcontractors should be included in the cost proposal as stated in Section V.A.9 below.
8. State Certifications and Disclosures – Respondent and any subcontractor(s) must submit the following three (3) fully executed documents: Illinois State Treasurer Certifications, Financial Interest Disclosures and Potential Conflicts of Interest (Disclosure Form A), and the Other Contract Disclosures and Procurement Related Information (Disclosure Form B), attached hereto as Appendices A, B, and C, respectively.
9. Cost Proposal – Respondent’s price (“Cost Proposal”) shall be provided in a separately sealed envelope for all hard copy submission as outlined in Section IV.C.1 or as a separate attachment for all electronic submissions as outline in Section IV.C.3. All Cost Proposals shall include the pricing for any and all partners and/or subcontractors.
10. Redacted Copy – If the Proposal contains any information that Respondent considers to be exempt from public disclosure under the Illinois Freedom of Information Act (“FOIA”) (5 ILCS 140) or other applicable laws and rules, Respondent should submit in a separately sealed envelope an additional copy of the Proposal with proposed confidential information redacted, as detailed in Section IV.D.10 of this RFP (“Redacted Copy”).

All hard copy Proposals must be submitted in a sealed envelope or package bearing the title “Office of the Illinois State Treasurer - Student Investments Account Program Administrator Request for Proposals 370-200-21-013” and the Respondent’s name and address, as detailed in Section IV.C. The package must include one (1) original copy of the Proposal, and either five (5) paper copies or two (2) electronic copies in CD, USB drive, or accessible electronic storage option. A separate envelope must contain one (1) original copy of the Cost Proposal. In addition, please provide an electronic copy of the Proposal and a separate electronic copy of the Cost Proposal. All electronic Proposal submissions must follow the process as outlined in Section IV.C.2-4 and include the Cost Proposal as a separate and properly labelled attachment.

B. Questions to be Addressed in the Proposal

Background and Experience

1. Please provide the name, title, address, and all relevant contact information for the person who will be Respondent’s primary contact. Briefly describe Respondent’s background, organizational structure, all lines of service, and provide an organizational chart highlighting the proposed team. Please also provide the name, background, organizational structure, and an organizational chart highlighting the

proposed team for any and all subcontractors or partners, noting the service the entity will provide to the Program.

2. Please describe Respondent's capacities to implement and manage an external program such as the Student Investment Account, with particular emphasis on program implementation, ongoing administration, and ongoing compliance management, include information on operational capacity, size, and other resources Respondent possesses.
3. The Respondent must have substantial experience with program management, management of third-party contractors, and providing services required to operate a private student loan program. Please state if the Respondent meets the following required criteria:
 - a. The Respondent must have at least three (3) years' experience in managing or advising student loan programs;
 - b. The senior professionals in charge of providing the services under the Proposal have at least five (5) years relevant experience; and
 - c. The Respondent agrees to submit sample reports and other supporting materials, as requested throughout this Section IV.B.
4. Describe how the Respondent would meet Program objectives and ensure Program success at set-up, launch, and throughout Program operations.
5. If the Respondent has launched or managed a private or alternative loan program, please provide a detailed description of the product design process, implementation process, and ongoing compliance management process. Please also provide the following information:
 - a. Detailed program/product description, complete underwriting and servicing guidelines used, loan repayment terms, and loan financing strategies;
 - b. Loan interest rate pricing strategies and rationale;
 - c. Sample disclosure statements and materials;
 - d. Years managed, annual loan volume, loan capacity, and loan forbearance, deferment, and default rates;
 - e. Detailed description of marketing plans and marketing channel strategies;
 - f. Detailed description of borrower communication protocols and strategies;
 - g. Origination platform(s) used, noting software volume capacity;

- h. Detailed description of servicing platform/system or provider used, and whether that platform/system is used to service both federal and alternative/private loans or alternative/private loans only; and
 - i. Any additional information that would be helpful to assess experience managing similar programs.
- 6. Discuss how the Respondent would integrate compliance and consumer protections into all facets of program design, management and oversight.
- 7. If the Respondent services or has serviced both private/alternative student loans and federal student loans, compare and contrast the servicing, compliance, and overall management process. If the Respondent services or has serviced either private/alternative student loans and federal student loans, discuss the servicing, compliance, and overall management process, and explain how Respondent would integrate this knowledge into the Program. If the Respondent services or has serviced neither private/alternative student loans nor federal student loans, discuss its experience, if any, with servicing, compliance, and overall management process, how Respondent would integrate this knowledge into the Program, and how Respondent's experience is relevant.
- 8. If the Respondent has its own servicing capacities in its Proposal, please discuss the differences between the various private or alternative loan programs serviced on Respondent's servicing platform. If Respondent uses an external servicer in its Proposal, please discuss the servicer selection process and Respondent's history with the servicer. If Respondent or a member of Respondent's team has had the experience of using an external servicer as well as serving its own loans, please compare the experiences.
- 9. How does the Respondent approach customer communication? What processes are used to develop effective communication tools? What kind of training or scripts do customer service representatives receive and which methods have proven most effective and with what types of borrowers? Provide any supporting documentation in order to aid in understanding sample scripts or the Respondent's interactive voice response systems.
- 10. Describe and discuss the Respondent's existing applicant and/or borrower loan counseling and financial literacy services. Please also describe the ability of the Respondent to integrate custom loan counseling or financial literacy tools into the Borrower-facing side of the Program website, Borrower Portal, and mobile application. Highlight the Respondent's experience, if any, in providing outreach and educational materials to low-to-moderate income borrowers, non-traditional and underrepresented student borrowers, and to limited English proficiency borrowers. Provide samples of any such materials as discussed in this question, if applicable.
- 11. What existing or potential relationships could impact the Respondent's ability to provide the services outlined in this RFP? Do any create or have the potential to

create ethical violations and/or conflict of interest situations? How does Respondent plan to deal with current and future conflicts of interest and ethics concerns? If Respondent has an existing policy in place, please include the policy.

12. Has the Respondent, or any of its existing or proposed subcontractors, been involved in any regulatory investigation or litigation since 2015? Are any investigations or cases still open or pending? Was the Respondent or any subcontractors required to take any corrective actions as a result of these regulatory findings or litigation? Please describe.
13. Since January 1, 2015, has Respondent, or its officer(s) or principal(s) while acting within the scope of employment, been a defendant in, or subject to any settlement or consent order, in any enforcement action, or other regulatory proceeding from a federal or state agency? If yes, please list and briefly describe. Is there a pending law enforcement or regulatory action against Respondent or its officer(s) or principal(s) while acting within the scope of employment for any alleged violation of a financial services or consumer protection related regulation or statute? If yes, please list and briefly describe.
14. Please provide 5 years of audited financial statements and other audits, if available, such as, but not limited to servicer audits, compliance audits, SOC1, SAS70, FISMA, and others, and comment on the Respondent's financial solvency.
15. Provide a description of the various types of insurance coverage (carriers, risk coverage, levels, limits, deductibles, expiration dates, etc.) Respondent holds to protect its clients.
16. Please describe the Respondent's disaster recovery and business continuity plan, specifically addressing the most recent date and the numbers of times it has practiced and tested procedures in the past five (5) years, and the result of those exercises. Please provide a copy of the Respondent's disaster recovery and business continuity procedures.
17. Please provide 3 client references, current or past, and state the organization's name, their website (if any), a point of contact, physical address, telephone number, e-mail address, and the scope of work provided.

Implementation and Ongoing Management

18. Describe how the Respondent would work with the Treasurer and SIA Advisors to establish a realistic timeline for the deployment of investment capital into several education financing products with various target launch dates. Provide an overview of how the Respondent would approach operationalizing Program set up.
19. How would the Respondent determine the staffing needed to manage the Program? Demonstrate and describe how the Respondent has the organizational capacity to complete the work outlined in Section III, Scope of Work. Provide detail into the

operational bandwidth needed to manage and oversee accounting, reporting, regulatory compliance, call center staffing, and other necessary program operations.

20. What would Respondent consider to be the key(s) to success? What are the notable challenges the Respondent anticipates the Program encountering? How does Respondent propose to address these challenges? Describe the client management and service approach Respondent would use for the Program, including how the Respondent would “troubleshoot” when issues or errors arise, and how the Respondent would communicate with the Treasurer throughout the process.
21. Discuss and provide evidence for the Respondent’s capacity to provide a modern, secure website accessible through several types of electronic devices and a corresponding mobile application that holds program information, loan application software, and account maintenance capabilities. Does the Respondent have the ability to customize and provide “white label” applicant-facing landing page(s), loan applications, and loan management web pages? Describe the Respondent’s strategy toward minimizing applicant “friction” in the application process, loan management, loan repayment, and loan servicer/call center interactions. Please include the languages in which the website, loan application, Borrower portal application, and any other electronic interface will be available.
22. What online cybersecurity protocols would Respondent use to protect Participants when they access their respective portals?
23. Discuss the Respondent’s ability to customize originations and loan processes for the Program, including detailed description of how processes may differ between credit-based loan programs and non-credit based loan programs. Please provide a detailed description of the operation and process flow for the following, including typical time required:
 - a. New Loans and Refinance Loan applications;
 - b. Credit-based, non-credit-based, and alternative underwriting for loan applications;
 - c. Processes related to delinquency and default, loan forbearance, loan payoff, and communication with program participants.
24. Describe the Respondent’s understanding of and expectations for high-quality servicing and how the Respondent would meet and maintain such standards. If the Respondent has provided such servicing before, highlight areas of superior service and an instance in which an improvement was implemented into the servicing functions.
25. Please provide a detailed description of the Respondent’s loan servicing systems and capabilities, including ability to customize repayment options, estimated current excess servicing platform capacity, audit history, compliance, data and systems

security, backup and redundancy plans, and servicing operations organizational chart.

26. Describe Respondent's proposed call system capabilities, please include the languages that Respondent intends to offer should it be awarded the contract. Specify how Respondent would provide multi-lingual call routing, live representative selection and functionality, voicemail protocols, protocols for handling peak call volume periods, and protocols for addressing dissatisfied callers. Discuss in-bound and out-bound call protocols provided to at-risk borrowers or to borrowers experiencing financial distress who may need alternative or income-based repayment options.
27. Describe Respondent's plan to ensure Borrowers are informed of their rights and repayment options, including samples of past materials if existent.
28. Describe the system that Respondent would use to capture all account specific calls, correspondence, or other customer service contact points in a single customer service record. Also describe how Respondent would make such customer service records available for review by the Treasurer through remote access.
29. Describe the Respondent's philosophy for addressing loan delinquencies and loan modifications, and experience in developing repayment programs beneficial to borrowers and assisting borrowers in default prevention. Describe proposed policies. Please attach a copy of a sample and/or current policy used in another loan program(s).
30. Describe how the Respondent would manage and oversee third-party contractors and other service providers. How would Respondent objectively ensure its internal operations are functioning at the highest standards and that it is performing all of the services set forth in Section III, Scope of Work at the highest standards?
31. Discuss the process and length of time needed to adjust product guidelines or target loan volumes per product type.
32. Discuss how the Respondent would integrate risk mitigation and interpret consumer protection and compliance requirements as they apply to alternative and emerging student financing products or alternative underwriting standards.
33. Describe the Respondent's payment allocation and application methodology, if applicable. Describe the interest allocation methodology that Respondent is accustomed to using, and the methodology it would suggest for the Program (e.g. daily simple interest, etc.).
34. Without compromising the Respondent's IT security procedures, please describe what types of assessments the Respondent performs to ensure its IT infrastructure remains secure. Provide a full and detailed description of the IT infrastructure and systems security protocols, data protection methods, data breach protocols, and other procedures relevant to data security.

35. Discuss Respondent's experience with marketing or selecting a marketing partner and managing marketing services for similar products or programs. Please give specific examples of marketing initiatives that have proven effective and with what audiences or target markets. If the Respondent expects to partner with a third-party service provider, discuss how Respondent would evaluate and vet a marketing firm that would implement the marketing for this Program.
36. Describe the Respondent's proposed marketing strategy/approach for the Program. Please include the technology methods and marketing channels that the Respondent would utilize. Discuss the Respondent's ability to provide and warehouse data and "funnel reports" that would track (monthly or quarterly and cumulatively) important applications data for each loan program to the Treasurer and designated advisors or contractors such as:
- a. Marketing source that attracted an applicant to the landing page;
 - b. Completed applications submitted versus applications started (abandonment rate); and
 - c. Applications approved versus those submitted (approval rate).
37. Discuss any prior experience managing the finances for a student financing program on behalf of another entity. Discuss the Respondent's past performance. Explain how this past experience, if any, informs the Respondent's ability to provide custody, safekeeping, and management of the capital allocated to the Program. If no past experience, please explain a comparable experience and explain how it will inform the Respondent's ability to provide custody, safekeeping, and management of the capital allocated to the Program.
38. Describe the Respondent's capability, previous experience, and willingness to capture and provide data (by period and cumulatively) upon request to the Treasurer and designated SIA Advisors that include all loan level data and metrics, including such things as loan performance by vintage, constant prepayment rate by vintage, and default recoveries by vintage. Discuss the frequency at which loan level data is updated.
39. What would the Respondent propose as a procedure for responding to requests by the Treasurer or advisors for ad hoc reports? Typically, how quickly does the Respondent respond to requests for ad hoc reports?
40. Please describe how the Respondent will ensure that annual and quarterly financial statements are prepared in accordance with industry norms and regulations. Please include the Respondent's proposed timeline of how many days following the close of quarter or fiscal year end these statements will be available. Please provide a sample for annual and quarterly financial statements.

41. Please describe how the Respondent will prepare an out-facing annual report that includes (1) a summary of Program performance, (2) impact on Borrowers and Illinois economy, (3) product descriptions, and (4) other pertinent information to evaluate Program impact. If the Respondent cannot provide this function, please explain how Respondent will meet this requirement.
42. Describe how the Respondent would work with the Treasurer to establish economic and social impact metrics before Program implementation, how tracking these metrics could be integrated into the Program, as well as the frequency at which these metrics would be updated.
43. Describe how Respondent would ensure standardization of financial and impact performance reporting across the proposed student loans portfolios.

Compliance

44. Lay out and discuss the Respondent's proposed compliance framework and compliance management system for the Program. Provide examples of Respondent's compliance framework and compliance management systems on other projects, if any.
45. Provide Respondent's policies and procedures for complying with federal and state reporting laws, rules and relevant regulations, including, but not limited to fair lending and consumer protection. Describe Respondent's proposed plan for monitoring third party service provider policies, procedures, workflows, and performance to ensure compliance with applicable laws, regulations, and contract requirements.
46. Discuss the Respondent's approach to product pricing and product guideline compliance given changing market and regulatory conditions.
47. Please describe what steps the Respondent will take to ensure proper vetting and ongoing oversight of personnel, contractors, etc. to avoid conflicts of interest, business ethics risks, and labor standards violations (Please be as detailed as possible).
48. State whether the Respondent and all associated subcontractors, if applicable, hold all applicable licenses needed to perform the activities mentioned in the scope of services. List the necessary licensing and certifications and attach proof.
49. Describe the Respondent's policies and procedures regarding risks to borrowers with cosigned loans. If applicable, discuss the Respondent's process for addressing cosigner release and policies. Please submit current or proposed policies as applicable.
50. Describe how the Respondent plans to identify compliance risks and implement appropriate mitigation steps, including penalties for non-compliance. If the Respondent is also a loan originations platform and/or loan servicer, please provide

a detailed description of the Respondent's compliance program and protocols. If Respondent has sample policies and procedures or applicable documents, please submit.

51. Please describe how Respondent will ensure timely financial reporting and audited annual financial statements are made available to the Treasurer.
52. How would Respondent communicate with the Treasurer, and/or SIA Advisors on evaluations of the loan portfolios, annual performance reviews, and required annual audits?
53. Has Respondent's customer service performance (provided pursuant to other agreements) been evaluated or audited by any third parties? If so, describe how and at what frequency borrower communication tools are evaluated and updated. If possible, provide the three most recent audits or evaluations.
54. Describe Respondent's ability to perform and process for tracking and noticing trends and performing root cause analysis on borrower complaints.
55. Describe the Respondent's approach to designing and implementing a compliance management system.
56. Describe how the Respondent has addressed specific state servicing requirements.
57. Describe the Respondent's process for maintaining and anticipating changes in legal requirements or industry trends.
58. Provide at least two examples of ways in which Respondent has established practices to provide exemplary service to consumers.

Equity, Diversity & Inclusion

59. As set forth in Section 30 of the State Treasurer Act, 15 ILCS 505/30, it is an aspirational goal of the State Treasurer to use businesses owned by or under the control of veterans, qualified service-disabled veterans, minority persons, women, or persons with a disability ("MWVD Persons") for not less than twenty-five percent (25%) of the total dollar amount of funds under management, purchases of investment securities, and other contracts. As used herein, the terms "minority person", "woman", "person with a disability", and "control" have the meanings provided in Section 1 of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/2. Further, the terms "veteran" and "qualified service-disabled veteran" have the meanings provided in Section 45-57 of the Illinois Procurement Code, 30 ILCS 500/45-57. For any question below relating to MWVD Persons, the response should include a breakdown by veterans, qualified service-disabled veterans, minority persons, women, or persons with a disability.
60. Please confirm whether Respondent is at least fifty-one percent (51%) owned by MWVD Persons. Please cite with supporting data, including the number and

percentage of the Respondent's owners who are MWVD persons. Note if Respondent has submitted an EEO-1 report in the last year, Respondent may at its discretion provide the information in its EEO-1 report to supplement the response to this question.

61. Please confirm whether Respondent is under the control of MWVD Persons. Please cite with supporting data. Please provide the number and percentage of the Respondent's owners who are MWVD persons. Note if Respondent has submitted an EEO-1 report in the last year, Respondent may at its discretion provide the information in its EEO-1 report to supplement the response to this question. What is the percentage of Respondent's intended use of subcontractors for this project, if any, that are under the control of MWVD Persons?
62. For the next four questions regarding Respondent's leadership and workforce, all responses must include supporting data. If Respondent has submitted an EEO-1 report in the last year, Respondent may at its discretion provide the information in its EEO-1 report to supplement its responses:
 - a. If publicly owned, please provide (i) the total number of members on the Respondent's board of directors and (ii) the number of members on the Respondent's board of directors who are MWVD Persons.
 - b. Please provide the number and percentage of Respondent's senior leaders (e.g. partners, executive officers, managing directors, etc.) that are MWVD Persons. Note that senior leaders are considered those who create strategies and plans for the entire organization to follow, communicating directly with the board of directors or are within two reporting levels to the CEO on the Respondent's official organizational chart.
 - c. Please provide the number and percentage of Respondent's professional staff who are MWVD Persons. Note that professional staff are considered those who maintain a bachelor's degree or certification or are first/mid-level officials and managers that report to executive/senior leaders or middle managers.
 - d. Please provide the number and percentage of Respondent's full-time, U.S. workforce employees who are MWVD Persons.
63. How does Respondent promote supplier diversity or maintain a supplier diversity program? Please provide a summary of objectives and any targets, benchmarks, or performance metrics that substantiate this work.
64. Please describe any policies, programs, or activities Respondent administers to promote equity, diversity and inclusion both within the Respondent's organization and the community. Please note any targets, benchmarks, or performance metrics that substantiate this work.

Corporate Responsibility – Environmental, Social and Governance Practices

65. 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.
66. Please highlight any policies, practices, or resources that Respondent has in place to retain and enhance the human capital at the firm.
67. Please explain how Respondent fosters a corporate governance structure that mitigates business risks and enhances business operations.
68. 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

69. Is Respondent incorporated in Illinois? Please provide the physical address and website of Respondent's headquarters and all Illinois branch offices.
70. Please note how many full-time employees are located at Respondent's headquarters and all Illinois branch offices.
71. Please describe what presence the Respondent has in the State of Illinois. Such "presence" can be demonstrated by noting (a) the number and (b) the percentage of 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.
72. Using the definition provided above, what percentage of Respondent's subcontractors for this project, if any, have an Illinois presence?
73. Please note whether Respondent has any plans to locate staff or hire additional staff in the State of Illinois. Please provide supporting data.

C. Cost Proposal

The Cost Proposal shall be submitted as outlined in Section V.A.9 of this RFP. The Respondent shall provide a cost proposal in a substantially equivalent form to the below chart, which separates particular activities, and requires the Respondent to specifically state if Respondent will perform the particular activity on its own or through a subcontractor. The Respondent should state the name of the subcontractor, if known, and provide a detailed cost estimate for each activity.

If Respondent plans to perform any activity below as part of a different category than that listed, explain how the activity will be performed and provide sufficient detail for the Treasurer to understand the associated cost estimates.

Respondents that do not separate cost estimates by activities with requisite specificity may be deemed nonresponsive.

Scope of Activity	Performing on Own or through Vendor	Name of any applicable vendor, if known. If unknown, state "TBD"	Cost State whether the cost is a flat fee per year, or based on other criteria such a per loan or volume. Use additional sheets if necessary.
Program management (Includes program design, implementation, overseeing vendors, accounting, reporting and compliance. Break out in separate rows if necessary to explain cost proposal)			
Development of online & mobile application (if not included in another category)			
Other marketing activities			
Origination of Loans (If fees/cost estimate is based on status of loan application,			

<p>state with specificity the basis for the payment. For example, state whether fees are based on submitted, completed, or approved applications)</p>			
<p>Servicing of Loans (If fees/cost estimate is per loan, state whether compensation changes on status of loan, or other loan characteristics. If there are additional charges or separate vendors for default prevention activities, break them out)</p>			
<p>Customer Service Functions (Such as a call center, or e-mail vendors, if not included in Servicing of Loans category)</p>			
<p>Other (List any other activities for which cost needs to be evaluated, including any other vendors for specific activities. Breakout separately and add rows as necessary)</p>			

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

VI. EVALUATION PROCESS & CRITERIA

This Section explains how the Treasurer will evaluate the Proposals.

A. Mandatory Requirements

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

1. Submit Proposal and accompanying Cost Proposal by 2:00 p.m. CT on May 17, 2021 either in hard copy or electronically;
2. In Respondent’s Proposal, provide all of the sections and the information required for each section as set forth in Section V.A of this RFP;
3. In Respondent’s Proposal, answer all questions in Section V.B of this RFP.
4. Provide the Cost Proposal as set forth in Section V.A.9 of this RFP;
5. Be established with all required licenses, bonding, facilities, equipment, and trained personnel necessary to perform the work as specified in this RFP at the time of this RFP, or prior to that time, if required by law. The Treasurer reserves the right to require proof of said requirements at any time;
6. The Respondent must submit the name, address, email, and telephone number of an individual with authority to answer questions or clarify their responses;
7. Respondent along with any subcontractors and/or partners must be authorized to transact business in Illinois for all of the Services;
8. Since January 1, 2015, Respondent, or its officer(s) or principal(s), acting within the scope of their employment regarding a student loan program, have not been subject to any consent order, publicly disclosed enforcement action, or other regulatory proceedings by any of the following entities, including any division thereof: the Securities and Exchange Commission, United States Department of Justice,

Consumer Financial Protection Bureau, Department of the Treasury, Federal Deposit Insurance Corporation, the Federal Reserve System, or any state Attorney General or state financial regulator;

9. The Respondent must have substantial experience with program management, management of third-party contractors, and providing services required to operate a private student loan program. The following criteria are required, and exceptions will not be granted:
 - a. The Respondent must have at least three (3) years' experience in managing or advising student loan programs;
 - b. The senior professionals in charge of providing the services under the proposed agreement must have at least five (5) years relevant experience; and
 - c. The Respondent must agree to submit reports and other supporting materials, as requested, in a timely manner;
10. The Respondent, partners, and any subcontractor(s) must submit fully executed State Certifications Form, Appendix A;
11. The Respondent, partners, and any subcontractor(s) must submit fully executed Financial Interest and Potential Conflicts of Interest Disclosure Form, Appendix B; and
12. The Respondent, partners, and any sub-contractor(s) must submit a fully executed Other Contract and Procurement Related Information Disclosure Form, Appendix C.

B. Evaluation Factor Weighting Table

This following table shows the weighted evaluation factors to be used in reviewing the Proposals.

Evaluation Factor	Weight
Background and Experience	30
Implementation and Ongoing Management	55
Compliance	40
Equity, Diversity & Inclusion	20
Corporate Responsibility – Environmental, Social and Governance Practices	20
Illinois Presence	10
Cost Proposal	50
Interview, if applicable	25
TOTAL	250

C. Evaluation Factors

1. Background and Experience
Scoring will be based on the thoroughness and clarity of the response, the breadth and depth of similar engagements, the talent and experience of assigned personnel, and the perceived validity of the response. The evaluation also will include reference checks regarding the Respondent's work for previous clients receiving similar services to those proposed for the Program.
2. Implementation and Ongoing Management
Scoring will be based on Respondent's experience with and demonstrated ability to implement the Program and manage the oversight of all subcontracted functions needed to operate the Program.
3. Compliance
The evaluation will assess the Respondent's ability to implement and monitor compliance functions according to established best practices for the Program.
4. Cost Proposal
The Evaluation Team shall evaluate the cost-effectiveness of Respondent's Cost Proposal in order to determine the Cost Proposal score.
5. Diversity & Inclusion Score
Respondent's equity, diversity, and inclusion score will be based on the answers the Respondent provides to the Equity, Diversity, and Inclusion questions in Section V.B. of this RFP. The Evaluation Team shall award a higher score in this Section to Respondents that are female, minority, person with disabilities, or veteran owned or managed. Having a higher percentage of subcontractors that are female, minority, person with disabilities, or veteran owned or managed may also result in higher scores.
6. Corporate Responsibility-Environmental, Social & Governance Practices
Respondent's corporate responsibility shall be scored based on the answers Respondent provides to the Corporate Responsibility questions in Section V.B of this RFP.
7. Illinois Presence Score
Respondent's Illinois presence shall be scored based on the answers Respondent provides to the Illinois Presence questions in Section V.B of this RFP. Respondents with a principal place of business in Illinois and a higher percentage of employees in Illinois shall receive higher scores.
8. Interview
In the event the Respondent does not interview, Respondents will be awarded zero (0) points for this evaluation factor.

D. Evaluation Process

All Proposals will be reviewed for compliance with the RFP requirements and specifications. Proposals deemed non-responsive will be eliminated from further consideration. In her discretion, the Chief Procurement Officer may waive, or allow the Respondent to correct minor mistakes, including but not limited to those that could lead to a Proposal being deemed non-responsive. The Chief Procurement Officer may contact the Respondent to correct the mistakes or for clarification of the Proposal. The Evaluation Team may use publicly available information to perform its evaluation. Finally, the Evaluation Team will make a recommendation regarding the final Respondent. Should the Evaluation Team express concern with any proposed subcontractor and/or partner, the Treasurer reserves the right to direct the replacement of such subcontractor and/or partner at the time of award, or at any time thereafter.

VII. CONTRACTUAL TERMS

By submitting a Proposal, the Respondent agrees to each of the contractual provisions set forth in this Section.

A. Contractual Responsibility

Contractor will be contractually responsible for all services provided. By responding to the RFP, Contractor expressly agrees to the contractual requirements herein. Contractor shall at all times provide services in a commercially reasonable manner.

B. Governing Law

The Agreement shall be governed in all respects by the laws of the State of Illinois, without regard to conflicts of law principles. Any action by Contractor against the Treasurer can only be brought in the Illinois Court of Claims.

C. Term of Agreement

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

D. Termination

If requested by the Treasurer, following notice of any termination, Contractor shall assist the Treasurer with all steps related to the conversion to any subsequent vendor.

1. Termination without Cause

The Treasurer may elect to terminate the Agreement, or any portion of the Services, any time upon no less than thirty (30) calendar days' notice, unless otherwise agreed upon by the Parties. Upon termination, the Treasurer will pay for work satisfactorily completed prior to the date of termination as determined by the Treasurer in a reasonable manner. Should a portion of the Services be terminated, the parties shall amend the Agreement accordingly to reflect the

reduction in Services and compensation. If requested by the Treasurer, following notice of any termination, Contractor shall assist the Treasurer with all steps related to the conversion to any subsequent vendor.

2. Termination for Cause

Notwithstanding any language to the contrary, the Agreement, or any portion of the Services, may be terminated by the Treasurer immediately upon notice to the Contractor under any of the following circumstances:

- a. Contractor fails to furnish satisfactory performance within the time specified;
- b. Contractor fails to perform any of the provisions of the Agreement or so fails to make progress so as to endanger the performance of the Agreement in accordance with its terms;
- c. Any goods or services provided under the Agreement are rejected and are not promptly replaced or corrected by the Contractor or repeatedly rejected even though Contractor offers to correct the goods or services promptly;
- d. There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means were used to obtain the Agreement;
- e. Contractor is guilty of misrepresentation in connection with another contract for services to the State;
- f. Contractor is adjudged bankrupt or enters into a general assignment for the benefit of its creditors or receivership due to insolvency;
- g. Change in federal or State law or rules, or the Contractor's, or Treasurer's policies that would frustrate the purpose of the Agreement;
- h. Contractor disregards or violates any applicable laws, rules, or the Treasurer's instructions, acts in violation of any provision of the Agreement, or the Agreement conflicts with any statutory or constitutional provision of the State of Illinois or the United States;
- i. Any other breach of contract or unlawful act by Contractor occurs;
- j. Contractor receives a deficient performance review from the Treasurer; or
- k. Contractor provided notice pursuant to Section Z or fails to provide such notice.

Prior to terminating this Agreement for cause, the Treasurer may issue a written warning that outlines whether any remedial action that the Contractor can perform to bring the Contractor into conformance with this Agreement. If such

remedial action is not completed to the satisfaction of the Treasurer within thirty (30) business days, a second written warning may be issued. If satisfactory action is not taken by the Contractor within five (5) business days of the date of the second written warning, this Agreement may be terminated immediately.

Upon termination for cause the Treasurer may recover any and all damages, including but not limited to damages involved with the transition to a new vendor and incidental and consequential damages. Failure by the Treasurer to issue a warning or cancel this Agreement does not waive any of the Treasurer's rights to issue subsequent warnings. If the Treasurer determines, in its sole discretion, that the circumstances are such that the Contractor cannot cure by remedial action, the Treasurer may provide notice of cancellation, which shall be effective upon five (5) business days from the date of the notice.

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

E. Work Product

1. Ownership of work product.

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

2. Return of Work Product

Within thirty (30) days after expiration or termination of the Agreement, the Contractor shall deliver to Treasurer, or to a third party, if so instructed by the Treasurer, all Work Product in Contractor's possession in the performance of the Agreement. If requested by the Treasurer, the Contractor shall certify in writing that all such Work Product has been delivered to the Treasurer.

F. State Furnished Property

Contractor shall be responsible for the security, protection, and return of all property furnished by the State of Illinois, if any, including but not limited to, items, research materials, photographs, and drawings.

G. Internal Controls

If applicable and upon request, the Contractor shall provide the Treasurer at no additional charge, with a copy of the most recent Annual Report or Form 10-K of itself or its holding company, its most recent audited internal control documents, including but not

limited to SOC, SSAE 16, and SSAE 18 reports, all of which shall include the attestation of the company's independent registered accounting firm regarding the company's internal control over financial reporting.

H. Back-up Facilities

Upon execution of the Agreement, the Contractor and its subcontractor(s), if applicable shall provide the Treasurer a copy of their disaster recovery plan, back-up plan, and results of the annual audit of the disaster recovery plan.

I. Liability

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

J. Standard of Care; Fiduciary Status

Contractor agrees and acknowledges that it owes fiduciary and related duties to the Treasurer in regard to the services it provides under this Agreement and the investments and accounts related thereto, such duties including but not limited to the duties of care, prudence, loyalty, honesty, candor, impartiality, full disclosure, good faith, fair dealing, and diligence and the duty to account and inform. Accordingly, Contractor agrees to refrain from and avoid any action or activity that would constitute or be likely to create a conflict of interest with respect to its duties to the Treasurer. Contractor further covenants and agrees to comply with and abide by applicable law, rules, and regulations and all policies, procedures, guidelines and governing principles as may be adopted by the Treasurer from time to time; to serve the Treasurer faithfully and to the best of its ability; and to devote that amount of time, attention and effort to the Treasurer which is reasonably necessary in order to satisfy the requirements of the Treasurer.

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

K. Indemnification

Contractor shall indemnify and hold the Treasurer harmless from and against any and all losses, including but not limited to, any liabilities; demands; claims; lawsuits; damages; causes of action; settlements; judgments, including costs, attorneys' and witnesses' fees

and expenses incident thereto; or fines, any of which arise out of or relate to violation of applicable law, breach of the Agreement, the negligent acts or omissions, or willful misconduct by Contractor, its employees, or agents. Contractor has a duty to select, with due diligence, all other entities that shall be necessary to implement the Agreement. Contractor shall establish and enforce reasonable procedures to assure the Treasurer of the performance by all other entities of the services necessary to implement this Agreement.

L. Subcontractors

The Contractor may not use subcontractors to perform the Services, unless the subcontractor is approved in advance by the Treasurer. Contractor must disclose the duties to be performed by the subcontractor. The Contractor shall obtain written approval from the Treasurer prior to adding or changing subcontractors. All approved subcontractors must fill out State Certifications and Disclosure Forms and any other documentation required by the Treasurer or State law.

M. Record Retention and Audit

This Section shall survive the termination of the Agreement.

Contractor and subcontractors, if any, shall maintain adequate books, records, and supporting documents related to the Agreement, including but not limited to those necessary to support amounts charged to the State under the Agreement, for a minimum of seven (7) years from the last action on the Agreement or after termination of the Agreement, whichever is longer. The Contractor and subcontractors agree to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all relevant materials. If any litigation or claim involving the Agreement has been filed or any audit commenced before the expiration of the seven (7) year period, the Contractor shall maintain the records required by this Section 1) in the case of any litigation or claim, until completion of the action and resolution of all issues that arise from it or until the end of the seven (7) year period, whichever is later and 2) in the case of any audit, until completion of the audit or until the end of the seven (7) year period, whichever is later. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of the Treasurer for the recovery of any funds paid by the Treasurer under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

N. Reporting and Testing

Within ten (10) days after full execution of this Agreement, the Contractor shall provide the Treasurer 1) a complete sample of all reports available on its treasury management solution and 2) access to the Contractor's treasury management solution for the purpose of testing the export of information into the following formats: PDF, BAI/BAI2, CSV, and TXT. The reports and test export shall contain data that is specific to the services outlined in this Agreement.

O. Confidentiality

This Section shall survive the termination of the Agreement.

1. Confidential Information

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

- a. Information already known or independently developed by the recipient;
- b. Information required to be released by law;
- c. Information in the public domain through no wrongful act of the recipient;
and
- d. Information received from a third party who was free to disclose it.

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

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

3. Protection of Confidential Information

Contractor represents, warrants, and covenants that it has implemented and will maintain an information security program reasonably designed to protect the Confidential Information, including customer information, which program includes administrative, technical, and physical safeguards to ensure the security and confidentiality of all customer information, to protect against anticipated threats or hazards to the security or integrity of such customer information, and to protect against unauthorized access to or use of such customer information.

4. Privacy Policy

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

5. Program Lists

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

P. Successor and Assignment

Each term and provision of the Agreement is binding and enforceable against and inures to the benefit of any successors of the Treasurer and any successors of Contractor, but neither the Agreement nor any of the rights or obligations under the Agreement may be transferred or assigned without the Treasurer's prior written consent of the Treasurer shall render the Agreement voidable by the Treasurer. The Treasurer may unilaterally bind any successor of the Contractor to the terms and conditions of the Agreement.

Q. Certifications

The Contractor shall certify the following:

1. That the Contractor has the full legal right, power, and authority to execute and deliver the Agreement and to perform its obligations pursuant to the Agreement with no other corporate action on the part of the Contractor or its stockholders being necessary, and that the Agreement has been duly and validly executed and delivered by the Contractor, thereby constituting a legal, valid, and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms;
2. That the execution and delivery by the Contractor of the Agreement, the performance by Contractor of its duties and obligations thereunder, and the consummation of the transactions contemplated do not result in any of the following:
 - a. Conflict with or result in a violation or breach of any of the terms, conditions, or provisions of the charter or by-laws of Contractor;
 - b. Conflict with or result in a violation or breach of any term or provision of (a) any law, rule, regulation, judgment, decree, order, or injunction applicable to the Contractor or any of its assets and properties or (b) any agreement binding on or affecting the Contractor or any of its properties; or
 - c. Conflict with or result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default under any material agreement to which the Contractor is a party, or any material obligation or responsibility which the Contractor has to any third party.
3. That there is no action, suit, investigation, or proceeding pending or, to the best knowledge of the Contractor, threatened against the Contractor before any court, arbitrator, or administrative or governmental body that might result in any material adverse change in the operations of the Contractor or which might materially and adversely affect the ability of the Contractor to perform the Services or otherwise comply with its obligations under the Agreement.

R. Review

The Treasurer may conduct periodic performance reviews of the Contractor, during which its compliance with all aspects of the Agreement will be reviewed and assessed. Contractor must be cooperative, responsive, and timely during any such review.

S. Severability

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

T. Access to Information

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

U. Change of Law or Policy

The Contractor shall notify the Treasurer in writing within ten (10) business days of any change or addition applicable to the Contractor in federal or state regulations or laws that would adversely affect either the terms of or the rights granted the Treasurer by the Agreement, and within five (5) business days of any legally required change in or addition to

Contractor's internal operational policy that might affect the Contractor's performance of the Services, including but not limited to any policy that relates to management, maintenance, record keeping, safekeeping, custody, or subcontracting.

V. State Certifications/Disclosures

The Agreement shall incorporate Contractor's fully executed State Certifications and Disclosure Forms, a copy of which is attached hereto as Appendix G.

W. No Recourse

For any obligation or liability arising pursuant to the Agreement, no recourse may be had for such obligation or liability of the Treasurer of the State of Illinois or any employee or official of the Treasurer or the State in his or her personal or individual capacity. Contractor hereby waives all such obligations and liabilities of the Treasurer of the State of Illinois and any such employee or official.

X. Continuation of Services

The Contractor shall guarantee performance of the Services and agree to perform all Services in an efficient and professional manner. Notwithstanding anything to the contrary in this Agreement, the Contractor's obligations and responsibilities pursuant to this Agreement shall not be affected in the event of personnel problems, strike by employees, work stoppages, and other employee-related events. The Contractor is

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

Y. Equity, Diversity, and Inclusion Data

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

Z. Sovereign Immunity

Contractor acknowledges that the Treasurer and the State of Illinois reserve all immunities, defenses, rights, or actions arising out of their status as a sovereign state or entity, including those under the Eleventh Amendment to the United States Constitution, and that no waiver of any such immunities, defenses, rights, or actions will be implied or otherwise deemed to exist as a result of the Agreement.

AA. Notice of Contractor Liability

The Contractor hereby agrees to give the Treasurer notice if at any point during the term of this Agreement, Contractor or its officer(s) or principal(s), or affiliate(s) acting within the scope of their employment, become subject to a consent order, penalty or receive any other finding of

fault as a result of any publicly disclosed enforcement action or other regulatory proceeding by any government entity, regulatory agency, or self-regulatory organization including but not limited to: the Securities and Exchange Commission, Financial Industry Regulatory Authority, Department of Justice (including any United States Attorneys' Office), Consumer Financial Protection Bureau, Department of Labor, U.S. Department of the Treasury, Federal Deposit Insurance Corporation, any State Attorney General, or the Federal Reserve System. The Contractor shall provide the Treasurer such notice within five (5) business days of when the Contractor knows or reasonably should have known of the consent order, penalty, or other finding of fault. The Contractor's delivery of notice pursuant to this Section or failure to provide the required notice shall give the Treasurer reason to terminate this Agreement.

IX. APPENDICES

Appendix A: State Certifications Forms

Appendix B: Financial Interest and Potential Conflicts of Interest Disclosure Form

Appendix C: Other Contract and Procurement Related Information Disclosure Form

APPENDIX A – STATE CERTIFICATIONS AND DISCLOSURES

Illinois State Treasurer Certifications

_____ (“CONTRACTOR”) makes the following certifications:

1.0 ANTI-BRIBERY.

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 further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

2.0 BID-RIGGING/BID-ROTATING.

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.

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 it 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 contractor’s workplace.
 - ii. Specifying the actions that will be taken against employees for violation of such prohibition.
 - iii. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - a. abide by the terms of the statement; and
 - b. 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 or grant 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 part (b) of paragraph (iii) of Section (a) above 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 U.S. EXPORT ACT.

CONTRACTOR certifies that neither CONTRACTOR 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 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, 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.

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) 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 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.

CONTRACTOR certifies that it 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 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

9.0 FORMER EMPLOYMENT.

CONTRACTOR has informed the Treasurer's Office in writing if CONTRACTOR 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 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.

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 be in compliance 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):

- | | |
|---|---|
| <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 Home/Cemetery | <input type="checkbox"/> Pharmacy/Funeral |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> (Corp.) |
| <input type="checkbox"/> Corporation (select medical and/or health care services classification.) | <input type="checkbox"/> Limited Liability |
| <input type="checkbox"/> Other:_____ | <input type="checkbox"/> applicable tax |
- 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. CONTRACTOR further certifies that it 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 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 three 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 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.

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 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 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. 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 it 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.

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.

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 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'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 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's Office 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). 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 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.

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's Office and the CONTRACTOR.

31.0 BOARD OF ELECTIONS REGISTRATION.

_____ The CONTRACTOR certifies that they are **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, the 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)

_____ The CONTRACTOR certifies that they **have 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, the 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.

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. The CONTRACTOR further acknowledges that the Treasurer may declare the related contract or 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.

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:

(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.

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:

CONTRACTOR

By:

Signature

Name

Title

Date

APPENDIX B: 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/offers 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 \$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/Offeror

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

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

Name: _____

Address: _____

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

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

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

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

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

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

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

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 _____

APPENDIX C: 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 \$10,000.

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 _____