



OFFICE OF THE ILLINOIS STATE TREASURER  
**MICHAEL W. FRERICHS**

**Request for Proposals  
Management System and  
Technical Support for the  
Division of Unclaimed  
Property  
370-400-25-010**

November 15, 2024

Proposals due before 1:00 p.m. CT on December 18, 2024

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## **I. OVERVIEW**

The Treasurer of the State of Illinois (“Treasurer”) is issuing this Request for Proposals (“RFP”) to obtain proposals (“Proposals”) from qualified professional vendors (“Respondents”) interested in providing a management system and technical support for the Treasurer’s Division of Unclaimed Property (“Division”), which the Division will use for the management and operation of the Illinois Unclaimed Property program pursuant to the Illinois Revised Uniform Unclaimed Property Act, 765 ILCS 1026.15-101 *et seq* (“Act”).

The Treasurer anticipates that the successful Respondent (“Contractor”) will enter into a contract (“Agreement”) with an initial term of five (5) years. Upon expiration of this term, the Treasurer may elect to extend the Agreement for additional periods not to exceed a total term of ten (10) years, including the initial five (5) years.

## **II. BACKGROUND**

The Act creates a “presumption of abandonment” (765 ILCS 1026/15-201 *et seq.*) for various forms of neglected or unclaimed property held for each property’s owner (“Owner”) by, among other entities, financial organizations, business associations, insurance companies, utilities, and governmental entities or authorities (collectively referred to as “Holders”), where for a set period of time the Owners have failed to indicate an interest in the property through statutorily specified acts.

The Division is authorized by the Act to secure, safeguard, and return property that has become presumptively abandoned to its Owners. These authorized activities are accomplished by four departments within the Division: Reporting, Safekeeping, Securities, and Claims Processing. Other components of the Treasurer’s office are also actively involved in the reporting and claims process, including portions of the fiscal operations division, the legal division, and the civic engagement division, among others.

### **A. Reporting Department**

The reporting department of the Division (“Reporting”) processes Holders’ reports of presumptively abandoned property (“Reports”). The information in the Reports is entered into the unclaimed property database (the current database the “Legacy System”), checked for accuracy and verified. If there are any mistakes or problems, Reporting will contact the Holder for more information.

After the property is entered into the Legacy System, it is listed on the Treasurer’s website (“Website”) to be claimed. The Website lists only accounts over five dollars (\$5.00), stocks, bonds, mutual fund accounts, safe deposit box contents, and non-remitted properties for which the Act allows such listing; the Division does not list accounts under \$5.00. The Website lists the Owner’s name, the last known address of the Owner, the Holder who reported the property, an amount range, relationship to

Owner, property type, a property identification number generated for tracking purposes within the Legacy System (“Property ID”) and year remitted to the Treasurer; no other information, such as specific dollar amount or social security numbers (“SSNs”) of Owners, is listed.

#### B. Safekeeping Department

When tangible property is remitted to the Treasurer for safekeeping, the Division’s safekeeping department (“Safekeeping”) is charged with its safekeeping until the property is sold pursuant to Section 17 of the Act or it is claimed through the Treasurer’s claims process. While the primary source of tangible property is presumptively-abandoned safe deposit boxes, the Treasurer also receives tangible property from a variety of other Holders including hospitals, police agencies, and other governmental entities.

#### C. Securities Department

When the unclaimed property is a stock, bond, or other form of security (“Security”), that property is reported and remitted to the securities department (“Securities Department”) for safekeeping. In addition to Holders reporting basic Holder information (e.g. Holder name and address), the Treasurer also receives information concerning the position then being held for the Owner. In most instances, this is reported as the total number of shares held for the Owner.

Once received, each Security is transferred to a custodial account in the name of the Treasurer for safekeeping. Each security is actively tracked in the Legacy System. The Securities Department maintains a balance in the Legacy System and, therefore, Securities Department staff is frequently required to track corporate actions and other transactions that impact the Securities. Eventually, the Securities are liquidated.

When the need arises the Treasurer sells stocks by liquidating Securities eligible for sale. Pursuant to the Act and administrative rules adopted pursuant to the Act (74 Ill. Adm. Code 760, “Rules;” Act and Rules collectively, “UP Law”), Securities must be sold no sooner than three years from the date they are received after the Treasurer has notified the Owner the Securities were being held. Securities attached to an open claim may not be deemed eligible for sale unless requested by the Owner or in order to divide a property between multiple Owners or heirs. Once a Security is sold the proceeds are applied and the information is housed in the Legacy System until claimed. The Securities Department also conducts monthly reconciliations to ensure all transactions have been accurately applied within the Legacy System.

#### D. Claims Processing Department

The return of unclaimed property to the public occurs once the Owner has successfully submitted and substantiated their ownership of the property. The claims process itself

flows from the Owner identifying property held by Treasurer and then from that Owner's subsequent claim.

There are many ways in which individuals can determine that the Treasurer is holding unclaimed property for them. Twice yearly the Treasurer publishes in at least one English language newspaper of general circulation in each county the total value of property the Treasurer, as "administrator," received during the preceding six (6) months, the total value of claims paid, the Website on which the property is listed and may be claimed, an electronic mail address an Owner may contact, and a statement that a person may access the internet by computer to search for unclaimed property and a computer may be available as a service to the public at a local public library. The Treasurer maintains the Website for members of the public to conduct specific searches. Throughout the year, the Treasurer sponsors other outreach activities designed to inform individuals about the Division. It also uses data matching procedures with other sources to determine rightful ownership of individual properties.

When an Owner has ascertained that the Treasurer is holding property in their name, they can initiate a claim ("Claim") in several ways. An Owner may write the Treasurer, complete a claim form online, or respond to publications or direct mailings initiated by the Treasurer. Once contacted, the Treasurer initiates a search of the entire database of unclaimed property. This search is intended to identify other property the Owner may have neglected to identify. The Treasurer will also conduct a review for any relative, deceased or living. If property is located that appears to belong to that individual or a relative, the appropriate claim form and instructions for proving ownership are mailed or emailed to the individual making the inquiry. After completing and returning the claim form with the appropriate proofs of ownership, the Division's claims processing department ("Claims Processing") issues a voucher which allows the Illinois Office of the Comptroller ("Comptroller") to issue a check (or Claims Processing returns the property itself, in the case of Securities and safe deposit box contents) to the owner, or the owner's heirs.

#### E. Fiscal Operations Division

The Treasurer's fiscal operations division ("Fiscal Operations") is involved in the financial transactions related to unclaimed property. This involves depositing receipts, transmitting vouchers for payment of Claims, reconciling financial information, utilizing internal controls, and related functions.

Fiscal Operations interacts with the Comptroller. The Comptroller is a separately-elected constitutional officer and serves as the chief fiscal control officer for state government. The Comptroller has its own accounting system, currently the Statewide Accounting Management System ("SAMS"), with which the Treasurer must interface.

Fiscal Operations makes deposits of payments from Holders into a clearing account. Each week the funds in the clearing account are ordered into the Unclaimed

Property Trust Fund when Fiscal Operations prepares the form required by the Comptroller.

When Claims Processing approves payment of claims to Owners, Fiscal Operations transmits to the Comptroller the vouchers for payment. The Legacy System later captures from the Comptroller's data warehouse the warrant numbers for payments made to Owners; this is uploaded into the current unclaimed property system.

Fiscal Operations records shares of stocks and mutual funds. This includes recording the initial shares and recording custodian transactions. Fiscal Operations also reconciles mutual fund information.

### **III. SCOPE OF WORK**

Contractor shall provide the Treasurer the following services in accordance with applicable State and federal laws, rules, and regulations (collectively, the "Services"):

#### **A. General Requirements**

Contractor shall provide a proven, flexible, and customized turn-key relational database management software system and development tools/utilities ("Unclaimed Property System") which shall include, but not be limited to, the following features, and any other features necessary to ensure efficient performance of the services and the Unclaimed Property System:

1. database integrity and software stability for records and accompanying owner data;
2. a secure and reliable multi-facet software management system to address all aspects of the Treasurer's unclaimed property program and operation;
3. short-term and long-term computer software technical assistance and support;
4. a software management system which integrates online technology to include the Treasurer's website claim and Holder reporting processes. In addition, the Unclaimed Property System must have the capability to incorporate new technology aimed at program efficiency and expediency;
5. a software management system to control and maintain documentation received from all departments that includes the ability to upload electronically-received documentation and physical documentation typically received by U.S. mail by all departments. The software management system must have the capability to split the images and rename them, note documents, and highlight documents for easily viewable areas;
6. the ability to perform reconciliations of data and other information within the Unclaimed Property System;

7. a software management system to assist with processing 1099 forms for the Treasurer to comply with annual state and federal tax reporting requirements arising from interest payments;
8. full integration of the Unclaimed Property System into the Treasurer's administration of the unclaimed property program; and
9. Technology and flexibility to adhere to processes and policies the Treasurer has in place in the full implementation of the Treasurer's unclaimed property program.

## **B. Division-Wide System Requirements**

Contractor shall ensure all division-wide Unclaimed Property System requirements are met, which include but are not limited to the following:

1. Converting all existing electronic information and history from the Legacy System into the new Unclaimed Property System ("Conversion");
2. Ensuring all data from the Legacy System is imported to the Unclaimed Property System;
3. Performing all data mapping, conversion, translation, and loading as part of the Conversion;
4. Assisting the Treasurer with identifying problem areas within the Legacy System data during data cleansing;
5. Performing data loading and assisting the Treasurer with data validation and cleansing;
6. Performing the following expected deliverables and work products as part of the Conversion: data conversion strategy; data mapping to proposed software application; data transformation documentation; conversion software and related source code (extract, transform and load ("ETL"), and execution); data load results; documentation of issue analysis and resolutions, and maintenance of and links to images.
7. Ensuring the Unclaimed Property System allows the Treasurer to designate which staff may view and/or amend information in the Unclaimed Property System.
8. Providing the following audit trail and history functions: for every property, report, custodian, holder, receipt, claim, document, or related transactions, a history shall be kept on each activity generated by the Unclaimed Property System or by staff regarding that particular property, report, custodian, holder, receipt, claim, communication, or related transactions; such history shall be

sufficient to provide and maintain a strong audit trail for all data entries, calculations, transactions and documented record history of related transactions. As part of Conversion, the Unclaimed Property System shall incorporate all pre-existing history;

9. Providing the following pre-drafted correspondence functions: the Unclaimed Property System must allow staff to generate their own correspondence and incorporate that into the Unclaimed Property System. Each Department must have the capability to be provided specific pre-drafted correspondence which the staff of that Department must be able to send either by printing and mailing or by electronic mail. The Unclaimed Property System must also have a “tickler” feature for items selected by staff; i.e., generating a reminder that brings matters to timely attention. The Unclaimed Property System must also allow staff to print a variety of boilerplate forms as determined by the Treasurer.
10. Ensuring the Unclaimed Property System allows specified staff to have access to all areas of the Unclaimed Property System and across traditional Department boundaries based on accessibility levels determined by the Treasurer;
11. For every property, report, custodian, holder, claim, or related transactions, providing the Treasurer the capability to record notes as determined by staff regarding that property, Report, custodian, Holder, claim, or related transactions
12. Ensuring the Unclaimed Property System provides the Treasurer with the ability to perform searches across specified data fields on the Unclaimed Property System and generate reports based on the results of such searches. See Section 3.3.1 for a list of specified data fields. While not mandatory, the Treasurer also prefers the ability to search beyond the specified data fields, including potentially all data fields. Contractor will have to work with the Treasurer during the Term of the contract to develop additional standard reports. The Treasurer must be provided the ability to copy Contractor-created, non-ad hoc reports for the creation of new ad hoc reports where additional data fields/criteria can be added;
13. Ensuring the Unclaimed Property System has a document management system that maintains electronic documentation the Division obtains. The document management system must be in direct contact with the Unclaimed Property System to allow users of the Unclaimed Property System to view documentation within each Department. The document management system shall contain an integrated imaging solution with cloud storage, local uploading and scanning capabilities, markable color images, a “View Documents” button allowing users of the Unclaimed Property System to view documentation within each section or group as determined by the Treasurer, and data input regeneration for document creation through the Unclaimed Property System; and,
14. Ensuring the Treasurer is provided direct access to the Division’s data from a secure database/location that is refreshed hourly or intermittently where the data is not older than twenty-four (24) hours.



### C. Department-Specific System Requirements

Contractor shall ensure all department-specific Unclaimed Property System requirements are met, which include but are not limited to the following:

1. All Reporting-specific requirements, including but not limited to the following, must be met by Contractor:
  - a. The Unclaimed Property System must receive each Holder report turned over to the Treasurer for processing by Reporting and automatically populate the Unclaimed Property System with all information contained on the report. The Holder report must contain all required information, including but not limited to the following: property codes approved by the Treasurer; account information; check numbers; reported and remitted amounts; shares of stock; safe deposit box information; Owner name; Owner's last known address; last activity dates; individual property amounts; SSN and/or Federal Employer Identification Number ("FEIN"); Owner date of birth; Owner date of death; and Owner email address;
  - b. The Unclaimed Property System must be capable of being modified to capture any other relevant information requested by the Treasurer;
  - c. The Unclaimed Property System must be able to accept property submitted online according to standards of the National Association of Unclaimed Property Administrators ("NAUPA") standard along with negative reports (reports by Holders of no reportable property). A Holder must be able to give contact and Holder information including but not limited to company name, FEIN, address, state & date of incorporation, phone number and email address. Holders must be able to see current status of a Report along with the history of Reports such Holder filed via online reporting;
  - d. The Unclaimed Property System must allow the Treasurer to enter property information data directly into the Unclaimed Property System from paper Reports submitted from Holders;
  - e. The Treasurer must be able to add, delete, or otherwise modify information contained on Holder reports relating to an individual property or *en masse* in situations determined by the Treasurer. Situations requiring such modification may include, but not be limited to, instances when the Report is in error, the Report includes other incorrect information, or due to changes with the Holder requiring the Treasurer to amend the Holder's contact information;
  - f. The Unclaimed Property System must include a tracking system that will be linked to individual Holder Reports using unique identifiers established by Fiscal Operations. This tracking system must allow the Treasurer to balance reports

received by Reporting against cash receipts and securities received by Fiscal Operations.

- g. The Treasurer must be able track a variety of information associated with Holder Reports. This information includes, but is not limited to, the name of the entity submitting the Report, the submitting party's contact information, the Holder of the property being reported, cash amount, contact information and any other information the Treasurer determines is necessary. The Unclaimed Property System must also track when the Report has been modified, who modified that Report, and why the Report was modified;
- h. The Unclaimed Property System must provide the ability for staff to make notes regarding any Report with the notes to be connected with the Report, indefinitely. Staff must have the ability to record additional information regarding the Report including, but not limited to, who has spoken with the Holder and other relevant information that may be unique to a particular Report.
- i. The Unclaimed Property System must be able to generate pre-approved form correspondence for a variety of reasons as determined by the Treasurer. Correspondence must be able to be sent by both paper and electronic (e.g. e-mail) means;
- j. The Unclaimed Property System must preserve the original Report as it is received from the Holder by the Treasurer. This original Report must be easily obtainable by staff; however, staff must be blocked from altering it in any way;
- k. In certain instances where a Holder's Report is required to be replaced in order to maintain system uniformity, staff designated by the Treasurer must have the ability to remove that Report from the Unclaimed Property System and replace it with a corrected Report. Contractor must ensure the images of the original (incorrect) Report remain available as an archived document;
- l. The Unclaimed Property System must be able to incorporate paper Reports into its processes. Once the images have been incorporated into the Unclaimed Property System, staff must have the ability to turn those images into electronic format for permanent retention. Contractor must ensure all electronic records are cross-referenced in the database by location;
- m. The Unclaimed Property System, from input of information maintained by staff, must have the capability to locate select names (e.g., high profile or high-risk individuals) to prevent publication or posting to the Website;
- n. As determined by the Treasurer, select members of the Unclaimed Property staff need the ability to bring a Report to balance. This will enable certain properties (e.g., dividends) to be posted to the Unclaimed Property System when no corresponding Holder Report is available;

- o. The Unclaimed Property System must allow staff to pull properties from a variety of Reports and organize them based on parameters determined by the Treasurer. Contractor must ensure these properties are then placed into an outreach file so that the Treasurer may forward them to persons, entities, or organizations as determined by the Treasurer;
  - p. Staff must have the ability to correct errors in Holder identification (for example, where a subsidiary company incorrectly files its report under its parent company's name) in order to maintain uniformity throughout the Unclaimed Property System;
  - q. By utilizing information set by the Treasurer, the Unclaimed Property System must identify when certain Holders should be subject to audit and/or receive a notice of deficiency, 74 Ill. Adm. Code 760.850(c)(2)(K);
  - r. Reports required to be produced by the Unclaimed Property System for the administration of the program are listed in subsection I of this Section.
2. All Securities-specific requirements, including but not limited to the following, must be met by Contractor:
- a. Contractor must ensure that after Reporting has balanced and cleared the information contained on any Securities Report (with the Securities positions having been receipted by Fiscal Operations and the Report being received by Reporting), the received shares can be inputted into the Unclaimed Property System. Contractor shall ensure a notification of additional properties will be posted to the Unclaimed Property System to notify the Securities Department of this occurrence.
  - b. Contractor must ensure the Unclaimed Property System can and does house information received from statements regarding each and every custodial account and the Securities contained within those accounts. While custodial accounts are tracked internally by the Treasurer, they are housed externally at either a third-party broker-dealer or at a mutual fund company until they are liquidated or returned to the rightful owner;
  - c. Contractor must ensure that, in maintaining the custodial accounts, Securities is able to also access certain information including, but not limited to, custodian name and contact information, the account number reported to the Treasurer, the position reported to the Treasurer and all owner contact information. The Securities Department must also be able to add additional information, as needed, to each custodial account. The Securities Department must be able to view records of all positions in each account with a current balance for each issue and owner, respectively.

- d. Contractor must ensure that the Unclaimed Property System provides the ability to do the following:
  1. Search for custodial account records by name, account number, and system identification number;
  2. Search for Security records by name, Committee on Uniform Securities Identification Procedures code (“CUSIP”), fund number, account number, ticker symbol, amount of shares reported, and system identification number;
  3. View a transaction summary and balance for each position in an account, with batch transactions; and
  4. Create a letter or email in a specific custodian and house the letter/email that was sent indefinitely.
  
- e. Contractor must ensure the Unclaimed Property System is capable of comprehensive Security transaction management. This security management must include the ability to create transactions on an individual Owner basis or *en masse* based on criteria determined by the Treasurer. Additional features must include the ability to perform the following:
  1. Tracking Security information such as issue name, ticker symbol, CUSIP, trade information, and any transaction that has been applied to the Security;
  2. Generating sale and transfer request letters that may be exported in formats including, but not limited to, Microsoft Excel and portable document format (“PDF”);
  3. Posting of Securities received in the Unclaimed Property System, sale proceeds, transfers of Securities out of the Unclaimed Property System, and confirmation of the transfers including the ability to automate each;
  4. Posting of corporate actions including but not limited to: mergers, splits, spinoffs, name changes, dividends, reinvested dividends, capital gains, and share conversions including the ability to automate each;
  5. Providing automated notification to a specific person or group a requested securities sale had been completed;
  6. Providing the ability to chill/freeze a security (i.e., prevent claim approval on a stock with a pending corporate action) and remove from the Website;
  7. Providing the ability to rollback (remove) shares from a paid claim;

8. Providing the ability to add, edit, or delete information pertaining to a custodian, security, or transaction;
  9. Providing built in error check features to assist in preventing data entry errors (i.e., warning message on a transaction being posted to an out of balance position); and
  10. Maintaining comprehensive historical records for reconciliation and audit purposes.
- f. The Unclaimed Property System must provide the ability to run annual and date specific transaction/information reports capable of exporting in formats including, but not limited to, Microsoft Excel and PDF. Required data elements include but are not limited to the following:
1. The value of securities returned to claimants and value of securities paid to claimants;
  2. The value of securities received by the division;
  3. Security sales requests;
  4. Transactions that have been applied for a specific security or for all securities within a custodian;
  5. Identification of properties with dividends or other corporate actions that have been applied after a claim has paid;
  6. Identification of Securities eligible for sale based on specific criteria (advertised date, received date, active claim on property, etc.);
  7. Provision of reports to assist in tracking unconfirmed transfers, uncompleted sales, or securities received that are pending completion of a report; and
  8. Provision of a month ending reconciliation report to be used to reconcile the system with custodial accounts.
- g. Contractor shall ensure the Securities Department also is provided the ability to do the following:
1. Schedule reports to run at a pre-selected time or event and be sent via email to specified staff;
  2. Modify and include one or more parameters for a search inquiry. An example would be a search of the Unclaimed Property System for receipts with an amount range of \$50-\$100 with a payer of a specific company;

3. Store statements electronically and then provide access to these images, through integration with Treasurer imaging software;
  4. View a summary of shares by Security that have been received but not connected by the Reporting Department to a corresponding Holder Report or Owner;
  5. Search Holder Reports for specific words and numerals, including without limitation a CUSIP listed within a specific Report in a received date range; and
  6. Automatically generate claims for dividends posted on a property that has been previously paid out, subject to the Treasurer's parameters, such as but not limited to, dollar amount, time frame, and Owner type.
3. All Safekeeping-specific requirements, including but not limited to the following, must be met by Contractor:
- a. When tangible properties are received by the Treasurer, they are first reported to Reporting. Reporting reviews the Holder's Report of tangible property and creates a list of Owners reported by the Holder, if known. As part of this process, Contractor must ensure that such Owner information is able to be forwarded to Safekeeping. Contractor must provide for the ability of Safekeeping to automatically receive the Owner information notification. Contractor shall ensure the Owner information notification contains all required information as determined by the Treasurer;
  - b. The Unclaimed Property System must be able to track any discrepancies identified by the staff from what property is reported to the Treasurer versus what property is actually received by the Treasurer;
  - c. Designated Safekeeping staff must be able to balance all Reports relating to tangible property;
  - d. Once property is received, it is analyzed and inventoried by Safekeeping. This inventory process is very detailed and Contractor must ensure the Unclaimed Property System is able to accept a variety of property designations and property descriptions that may be required by Safekeeping. Contractor must ensure that during the process, each property receives a bar code which relates to a corresponding entry in the Unclaimed Property System. The use of a bar coding device must be incorporated. The Unclaimed Property System must possess the ability to print identifying labels for items as well as generate property information reports for identifying currency deposits. While working with the history function, Safekeeping staff must be able to move both individual properties and collective properties (e.g. for auctions and appraisals) as necessary. As indicated in subsection B.1 of this Section, Contractor must ensure all data from the Legacy System is imported to the Unclaimed Property System;

- e. The Unclaimed Property System must allow properties to be pulled for auction through a staff directed query. Individual properties may be selected for auction; this requires the Unclaimed Property System's ability to reconcile/split properties from their Owners and then programmatically post proceeds to specific inventory items. The Unclaimed Property System must generate reports relating to auctions for the gathering of sales statistics. The Treasurer also requires the ability to manually update any transactions;
- f. Contractor must ensure the following reports of specific interest to the Safekeeping Department are produced:
  - 1. Auction Reports – Contractor must provide Safekeeping with a comprehensive reporting function that allows the Treasurer to obtain information relating to details of one or more auctions, their items, and a breakdown by lot. Contractor must ensure the Treasurer is also able to obtain data relating to individual properties, their placement in an auction, all respective appraisals that have been done on a particular property, each auction that a property has been placed into, the total amount of a successful bid on a property, and whether or not the property was sold. Finally, Contractor must also ensure a report will be produced that provides the estimated value of certain auction items;
  - 2. Reconciliation – Contractor must ensure the Unclaimed Property System has the ability to reconcile/split properties from their owners and then programmatically post proceeds to specific inventory items. The post-auction report must be able to automatically reconcile auction proceeds with individual inventoried items and owners; and
  - 3. Safe Deposit Boxes - Safekeeping requires the ability to obtain reports on safe deposit boxes. This report function must include an inventory of all properties in safe deposit boxes and whether properties are available to be claimed, have been remitted to a claimant, or have any remaining cash through a deposit from auction proceeds or the negotiation of bonds. The reporting function must be able to identify those safe deposit boxes that currently do not have any transactions. Additional required search parameters include: whether a safe deposit box has had any transactions; whether property is non-sold, non-destroyed, or non-claimed tangible property; and, the properties received in any specific year or by any particular holder.
- 4. All Claims Processing-specific requirements, including but not limited to the following, must be met by Contractor:
  - a. Online Claims - The Unclaimed Property System must allow for a claimant to initiate a claim online for import into the Unclaimed Property System. When initiating a claim, the claimant must be able to provide a mailing address, telephone number, SSN or FEIN, email address, and, in response to a prompt, a description of the claimant's relationship to the property. Based upon the claimant's prompt

selection, the Unclaimed Property System must generate correspondence that provides information that must be provided to the Treasurer in order for the Treasurer to further process their claim. The Unclaimed Property System must be able to generate both printed and electronic (e-mail) correspondence. Contractor must ensure the claimant has the capability to print their claim form or to submit an electronic request that a claim form be mailed to them;

- b. Online Address Validation - The Unclaimed Property System must require the claimant to first enter their zip code, and, based upon the zip code entered, the city and state must be auto-populated into the appropriate address fields using the United States Postal Service (“USPS”) preferred city and address format. Once the address has been completed, the Unclaimed Property System must validate that address with the USPS’s address verification system. Periodically, the USPS address must be updated by the Unclaimed Property System;
- c. Online Approval of Claims - Based on criteria established by the Treasurer, the Unclaimed Property System must allow the Treasurer to approve and authorize payment on a claim initiated online by a claimant through the provision of the correct responses to security validation questions or other online identity verification techniques. The Unclaimed Property System must automatically generate correspondence for claims that are approved using this online method. A history of such transactions and communications must be automatically created and maintained by the Unclaimed Property System. This provision should allow for the capability of future expansion;
- d. Other information - In addition to a mailing address, the Unclaimed Property System must also require the claimant to provide an email address (whenever possible), phone number, SSN and/or FEIN;
- e. Return User Section – Contractor shall ensure that a claimant can select the option to set up a return user account. Contractor must ensure this account includes a username and password and allows the return user to populate and/or edit the information requested by the Treasurer to initiate any additional claims. The return user section must provide the status of all claims initiated by the user;
- f. Web-based Claim Status - The Unclaimed Property System must allow for an online status update for claimants, which would inform the claimant of the current status of their claim (i.e. “under-review”, “documentation received”, etc.) The Unclaimed Property System must have the ability to send email notifications to claimants;
- g. Interactive Voice Response (“IVR”) Application - The Unclaimed Property System must interact with the Treasurer’s current or future telephone system and IVR provider’s application. This will permit claimants to verify the status of their claim by telephone. The IVR is uploaded to the telephone system daily at 7:00 p.m.



- CT. The information given to the telephone system is the claim number, telephone number and status update;
- h. Document Scanning Application - The Unclaimed Property System must operate with any scanning application utilized by the Treasurer. The Unclaimed Property System must recognize when new documents have been scanned. The Unclaimed Property System must update the status of a claim to indicate that there is additional documentation requiring staff review;
  - i. Close Claim Utility - The Unclaimed Property System must possess the capability of closing single claims and claims *en masse* based on parameters set by the Treasurer. The Unclaimed Property System must provide the following: ability to assign an end point to multiple claims at once; ability to sort by no fewer fields than SSN, phone number, email address, user, and status; and ability to use a check box to select which claims that need the designated end point. End points must include no less than the following, based on a fraud risk rating system provided by the Contractor and approved by the Treasurer: claims with a high fraud risk rating system score, claims denied due to a high phishing likelihood, claims denied due to a high likelihood of fraud, claims denied due to a high likelihood of having been claimed using fraudulent documentation, claims denied due to a potentially-fraudulent finder, and claims canceled for redeposit. The Unclaimed Property System must provide the ability to add notes to claims while in the claims section of the System;
  - j. Evidence of Ownership - The Unclaimed Property System must allow the Treasurer to determine specific evidence for a specific claim and generate form correspondence;
  - k. Manual Claims - The Unclaimed Property System must permit the staff to manually create a claim when the Treasurer receives a paper form;
  - l. Staff Working Directory - The Unclaimed Property System must provide each staff person designated by the Treasurer with a working directory, so such staff person will be aware of all claims assigned to them for processing. Contractor shall ensure the document scanning application provides a status update on each claim that receives additional documentation. Directories must have the option to be sorted by different criteria including, but not limited to, status, person, claimant name, date, amount, holder, source codes, alphabetical order, all user fields, address, and state;
  - m. Tiered Processing Claims -Based on criteria established by the Treasurer, the Unclaimed Property System must allow the Treasurer to set the number of staff, i.e. the number of levels, necessary to approve a claim;
  - n. Dividing Assets for Payment - The Unclaimed Property System must provide for the division of assets for payment; either by specific amount or percentage. The

Unclaimed Property System must provide information indicating funds available on each individual property after payment of prior claims. Contractor must ensure this action is done prior to all approval statuses being applied.

- o. Specific Needs for Staff - The Unclaimed Property System must allow for certain staff, as determined by the Treasurer, to do the following:
    1. take action regarding a claim including, but not limited to, add, drop, approve, deny, remove or edit a claim as needed;
    2. view all claims attached to any property;
    3. view all safekeeping information on a property;
    4. send correspondence to an address provided by a claimant and send the payment to a different address;
    5. have a date of birth field that must be populated when the Treasurer returns mutual fund shares;
    6. have alerts applied to properties as needed;
    7. run a utility that attaches all property with a state code to a single claim for payment based on preset criteria;
    8. copy claimant information to a new claim;
    9. split properties on a current claim to a separate claim;
    10. have access to a search option that will allow a claim to be located by parameters determined by staff; and
    11. search for properties and/or claims based upon whether they have been paid, remain unpaid, or by any one or more of the reported fields containing property information.
  - p. Settlement of Claims Authorized for Payment - The Unclaimed Property System must be able to process the following for payment: safekeeping items, stocks and mutual funds, and cash assets. The Unclaimed Property System must allow the Treasurer to roll a batch back, print and reprint any reports and notifications, remove a claim from a batch, and utilize special processes for settlements involving cash and securities; i.e. the Contractor must ensure the Unclaimed Property System is able to roll back just the stocks or mutual shares or safekeeping items of a claim without removing the claim from settlement so the cash asset is still paid.
5. All Fiscal Operations-specific requirements, including but not limited to the following, must be met by Contractor:

- a. Receipts Processing - Fiscal Operations processes all Unclaimed Property receipts. Receipts may consist of cash, checks, electronic remittances, stock shares, and mutual fund shares. The Unclaimed Property System must provide the ability to process receipts in large numbers from one or multiple entities, which may constitute batch (“Batch”). Multiple employees must be able to work in multiple Batches at the same time. In order to have the necessary segregation of duties, one user enters information in the Batch and a different user verifies the accuracy of the information; the Unclaimed Property System must enforce this segregation of duties;
- b. Receipt ID - The Unclaimed Property System must be able to accommodate the use of an identifying accounting number for every receipt, historically referred to as a “Receipt ID.” Receipt IDs are issued to all receipts;
- c. Information Capture - The Unclaimed Property System must capture or be able to generate, all information required by the Treasurer including but not limited to the following:
  1. Batch identification number (“Batch ID”);
  2. Batch date;
  3. Expected cash and share totals;
  4. Actual cash and share totals;
  5. Difference between expected and actual totals;
  6. Batch Balance function, which should include a status and history function with an ability to add a note;
  7. After the information has been entered by one user and verified by a different user, a user will balance the Batch. To balance, the user must enter expected totals to compare to actual totals in the batch. The batch cannot be balanced until the two amounts match;
  8. After the Batch is balanced, the Unclaimed Property System must allow the ability to change any field, with the exception of amount and number of shares. This allows for the correction of data entry errors. To make the correction, the user must be able to unbalance the Batch. The correction is made and a second user must be able to verify the change. The batch must be able to then be balanced again. The Unclaimed Property System must not allow the amount and number of shares to be changed after a Batch is balanced; and

9. Date receipt received; receipt ID; type of receipt; form of receipt (currently cash, electronic funds transfer (“EFT”), or check); payor; check number and description; amount of check; number of shares; form of securities (those forms currently designated include electronic securities transfer, certificate shares, over-the-counter (“OTC”) shares, mutual funds, bonds, or not applicable (“N/A”)); CUSIP; certificate number; issue date; verify receipt function ( which verification must be by a different employee from the one who entered that receipt) and un-verify receipt function.
- d. Adjustments - The Unclaimed Property System must allow for negative adjustments to any entry to reflect returned checks and shares that were taken back by the custodian. The negative adjustments will need to be able to unbalance a report that is linked to the receipt;
- e. Storage of User and Date Information - The Unclaimed Property System must be able to store user and date information for which user is able to enter, verify, correct, or adjust a receipt;
- f. Summary Report – Contractor must ensure a report containing summary information shall be printed for completed Batches;
- g. Receipt Reconciliation – Contractor must ensure that receipts for cash/checks/electronic payments (including adjustments to receipts) are reconciled to drafts.
- h. C-64 Transmittals - Receipt deposit transmittals (referred to as C-64) must be prepared and remitted to the Comptroller electronically. Order numbers must automatically be assigned to each C-64 and cannot be repeated within a fiscal year. C-64 information must be able to be electronically reconciled to Comptroller records. Please refer to the System Requirements subsection for more information about the necessary interactions with State of Illinois accounting systems.
- i. Cancellation of Uncashed Payments - The Unclaimed Property System must allow for uncashed payments to be canceled even if the amount paid differs from the uncashed amount in cases where withholdings resulted in the payment amount to be adjusted.
- j. Electronic Transfer of Settlement File to the Comptroller - Claims Processing approves settlement files (usually daily), which contain multiple vouchers (claims) that have been approved for payment. The Unclaimed Property System must be able to electronically transfer the settlement file to the Comptroller, using a specific format as dictated by the Comptroller. Summary information for each settlement file must be captured in a printable report. The settlement file that is transferred to the Comptroller must contain all required information including but not limited to the following: appropriation code; fiscal year; voucher number; voucher date;

beginning service date; ending service date; voucher amount; processing type; payee name; payee SSN/FEIN; description of payment; payee address, including country code; summary voucher count and voucher amount totals; unique file identification number; transfer date; and identification of the user that transferred the file to the Comptroller;

- k. Retrieve and store warrant information - The Unclaimed Property System must be able to retrieve and store warrant information from the Comptroller for vouchers that have been paid, including warrant number and warrant paid date;
- l. The Unclaimed Property System must perform monthly reconciliation of vouchers between the Unclaimed Property System and Comptroller data warehouse. The Unclaimed Property System must be able to reconcile the vouchers transferred to the Comptroller in the settlement file against the SB01 Monthly Appropriation Status report provided by the Comptroller. Any discrepancies (e.g. deleted vouchers, warrants cancelled for redeposit, timing issues) must be easily identifiable and able to be noted in the reconciliation;
- m. Reconciliation of mutual fund shares - The Unclaimed Property System must provide a comprehensive tool to reconcile mutual fund shares held by Unclaimed Property against mutual fund statements provided by custodians and other financial partners. The Unclaimed Property System must have a robust search engine that allows users to search shares in many ways (by stock, by custodian, by property, by receipt) and allows search results to be downloaded in Excel and/or printed. Any discrepancies (for example: request transfer to claimant, reinvested dividends, shares not tied to a report, report not cleared, etc.) must be easily identifiable and able to be noted in the reconciliation. Users should be able to scan and save reports in the Unclaimed Property System to provide a history of activity.

#### **D. System Requirements**

Contractor shall provide a proven, flexible and customizable Unclaimed Property Management System developed to collect and manage properties and collect and manage claims. This must be done through a comprehensive interface and interactive program with functions to meet the needs defined by the Treasurer and outlined herein. The Unclaimed Property System must be reliable, secure and fully auditable. Contractor shall provide an Unclaimed Property System which, in addition to all other requirements, meets no less than the following system requirements:

- 1. Supports all aspects of the Treasurer's unclaimed property program mandated by the Act and the Treasurer's unclaimed property program as further described herein;
- 2. Contractor shall provide either an in-house solution or a hosted solution. In-house solutions must meet all platform requirements set forth in subsection G of this Section;

3. Provides online technology to include electronic submission of claims and holder reporting processing and processes. Electronic submission methods that must be provided include, but are not limited to, website, e-mail, and through mobile devices;
4. Has the capability to incorporate and bring online, in timeframes agreed to by the Treasurer, new technology and routine upgrades;
5. Has the capability to interface with related software packages including, but not limited to Microsoft Excel and State of Illinois accounting systems (i.e. the SAMS system);
6. Provides a feature to archive closed claims and final Reports. Reference to the electronic file containing these records must be maintained;
7. Maintains detailed accounting and audit history;
8. Provides detailed balancing and reconciling functions throughout the transactions and functions of the Unclaimed Property System;
9. Provides detailed report creation capabilities to include annual activity reports and date specific activity/transaction reports;
10. Provides comprehensive securities (i.e. stock, mutual funds, bonds) processing features, including transaction management;
11. Has the ability to track securities information such as issue name, symbol, CUSIP, pricing history, and detailed trade information. This process must provide custodial Batch transactions and apply corporate actions such as dividends, splits and mergers;
12. Incorporates a document imaging system such that all report processing and claims processing is done through electronic files. While not mandatory, the Treasurer prefers the ability to migrate to a system fully integrated within the Unclaimed Property System;
13. Provides the ability to convert all data in the existing system to the Unclaimed Property System including, but not limited to, Reports, properties, receipts, claims, images, etc.;
14. Interfaces with current IVR system or future similar system to provide IVR claim status or provides similar functionality inherent with the Unclaimed Property System;
15. Easily interfaces with State of Illinois accounting systems (e.g. SAMS) and the Website, performs routine tasks such as data import and export, and provides the flexibility to produce needed tools and documents to support all aspects of the unclaimed property program. Information about SAMS, including required formats, is available from the Comptroller website at the following address:  
<http://www.illinoiscomptroller.com/index.cfm/resources/sams-manual1/>;

16. Supports multiple users. The Treasurer needs a system that is capable of supporting up to one hundred (100) users simultaneously in order to accommodate expected growth; however, the Treasurer anticipates compensation for only the Treasurer's actual users.

## **E. Database Queries**

Contractor shall provide a menu-driven, user-friendly Unclaimed Property System tailored to the specific program functions as identified below:

1. The Unclaimed Property System must provide easy and quick database search and result inquiries based on database variables including but not limited to the following:
  - a. *Owner Records*: Owner, property identification number assigned by the Treasurer ("Property ID"), business identification number assigned by the Treasurer, SSN or FEIN, amount, address, Owner account number, check number, eligible records for claims, non-eligible records for claims, alpha record search;
  - b. *Reporting Businesses*: business name, business data-file identification number assigned by the Treasurer, SSN or FEIN, and previous business name;
  - c. *Deposits*: view deposit by deposit number, deposit date, a Holder identification number assigned by the Treasurer ("Holder ID"), receipt amount;
  - d. *Claims*: claim inquiry, edit claim, approve/deny, release stock, release safe deposit box contents, search by claim identification number (assigned by the Treasurer), Property ID, claimant, address, SSN or FEIN, payment number, transaction date;
  - e. *Securities*: search by CUSIP, symbol, company, Property ID, custodian;
  - f. *Safekeeping*: search by Property ID, inventory packet number, lot number; and
  - g. *Audits*: search by holder name, Holder ID, SSN or FEIN, audit identification number assigned by the Treasurer ("Audit ID").
2. All businesses filing reports with the Unclaimed Property System are maintained in the Legacy System. Business information such as current address and contact information along with a Holder ID is assigned to correspond to the files maintained by the Treasurer. Unclaimed Property Holder Reports are maintained for an indefinite period of time while the Unclaimed Property System also maintains all annual reports and associated records remitted. In addition to housing all Holder Reports and Owner data, the Unclaimed Property System must provide interactive and search and reporting capabilities to view and manage Holder names and data, link and search by parent and subsidiary entities, and records, record zero reports, and access reports (e.g. Holder Batch Reports, Holder mailing labels, largest Holder reporting, largest Holder remittances, reporting Holder count summary, Holder reports not electronic, print business letters). The Unclaimed Property System must also provide and maintain a

strong audit trail for all data entries, calculations, transactions, and documented record history of related transactions;

3. All unclaimed property (funds, securities and safe deposit box contents) received by Safekeeping or Fiscal Operations shall be posted to the Legacy System and integrated, correlated and reconciled under a strict database accounting system consisting of internal controls in order to track all property received and prevent mistakes in database processing. The Unclaimed Property System must, at a minimum, complete the above-mentioned accounting functions and provide the following interactive and search/produce report capabilities: view/manage deposits; balance business reports; and access reports (e.g. a report identifying “reports not balanced,” print balancing detail, improperly balanced receipts, report cycle totals, deposit reports, deposit reports by deposit number, days to balance reports, reports in process, businesses reported not remitted, deposits made/no property against). In addition, the Unclaimed Property System must provide and maintain a strong audit trail for all data entries, calculations, transactions, and documented record history of related transactions provided under this paragraph;
4. All unclaimed property received, added to the database and reconciled becomes eligible to be claimed by potential owners/heirs. This claim process, provided by law and an integral part of the unclaimed property program, is significant to the functionality of the Unclaimed Property System. With respect to this claim process, the Unclaimed Property System must provide all required functions including but not limited to the following: create claim forms; maintain associated reference claim numbers; provide a history of claims (e.g., created, mail date, status, payment date, etc.); view and manage claims; interface with the Treasurer’s unclaimed property website; create, view, and manage approved claims; data match property with information from outside sources to identify proper Owners; have an automated claim approval process; have an automated process for batching and vouchering claims for payment; and, view and manage paid claims. In addition, the Unclaimed Property System must, at a minimum, provide the following interactive and search/produce report capabilities: claim form processing/reports; customer letters (e.g. requesting additional documentation needed, claim denial letters); claim status reports (e.g., claim generated, paid, denied by date or date range or by user as an example); and reports to support claim queries (e.g. filed, processed, paid and record retention). The Unclaimed Property System must also provide and maintain a strong audit trail for all data entries, calculations, transactions, and documented record history of related transactions provided under this paragraph;
5. Unclaimed property received from reporting businesses may consist of Securities (i.e. stocks, mutual funds, bonds, NFT’s and other tradable commodities). The Unclaimed Property System must house and have the ability to retrieve this data in association with the reported Owner. In addition, the accounting process associated with Securities will include the posting of the Securities, sale proceeds, and other transactions such as dividends, mergers, and splits. The Security portion of the Unclaimed Property System must also have the ability to implement an individual security transaction or Batches (e.g. post sale proceeds for 200 owners of a specific stock and/or proceeds). The



Unclaimed Property System must also provide interactive and search and reporting capabilities including, but not limited to the following: locating stock property, deleting stock property, Batch transactions, access and produce reports, and database utilities such as transaction reports, stock reconciliation reports, and database utilities reports to assist in management of the data and transactions related to securities and associated data tables. Further, the Unclaimed Property System must provide and maintain a strong audit trail for all data entries, calculation, transactions, and documented record history of related transactions provided under this paragraph;

6. Unclaimed property received from reporting businesses may consist of tangible property including safe deposit box contents from banks, hospitals, and other institutions. The Unclaimed Property System must house and have the ability to retrieve this data associated with the reported Owner, manage auctions and distribute proceeds among property owners. In addition, the accounting process associated with tangible property will include the posting of the safe deposit box contents, owner information, sale proceeds, tracking inventory numbers, and other related owner/inventory information. The Unclaimed Property System must also, at a minimum, provide an interactive search/report capability that allows viewing and managing of the safekeeping inventory; and posting and retrieval of relational inventory to owner data. Further, the Unclaimed Property System must provide and maintain a strong audit trail for all data entries, calculation, transactions, and documented record history of related transactions provided under this paragraph.
7. Any business may be required to file a Holder Report with the Treasurer. Many reports are filed voluntarily directly by the reporting business. Other reports received are the result of audit and examination related efforts. The Unclaimed Property System must, at a minimum, have the capability to track the status of all ongoing and past audited businesses and provide the interactive and search/report capability to view/manage business names audits in process, SSN or FEIN, Audit ID, as well as produce reports/utilities (e.g., business reporting by SSN or FEIN, property remitted by business, businesses not reporting, businesses filing reports stating they have no unclaimed property to report, businesses remitting late reports, business audit statuses, audit activity, audit follow-up letters). In addition, the Unclaimed Property System must provide and maintain a strong audit trail for all data entries, calculation, transactions, and documented record history of related transactions provided under this paragraph.
8. The Unclaimed Property System must also provide all required database query functions and features including, but not limited to the following:
  - a. Detailed error and integrity checks throughout the Unclaimed Property System;
  - b. Specific reports and functions related to detail and summary of receipt and payment transactions within the Unclaimed Property System;
  - c. Specific reports and functions related to the Treasurer's custodial responsibilities;

- d. Provide data entry efficiencies related to importing business report data and receipts. In addition, the Unclaimed Property System must provide the capability for data import to NAUPA format along with other state specific formats;
- e. Provide data extraction capabilities specific to sub setting/extracting property due and payable to other states;
- f. Provide data extraction capabilities specific to sub setting/extracting specific unclaimed property data in a format usable in displaying data on laptops and for public events/advertising/outreach efforts;
- g. Provide model enhancements and integration to incorporate transferable data to/from the Treasurer's website or other internet environments;
- h. Provide the ability to upload a list of potential owners into the Unclaimed Property System and find probable matches between the potential owners and unclaimed property. Such lists of potential owners may include names, addresses, zip codes, social security numbers and FEINs;
- i. Have components which assist in generating advertising lists, capturing advertising dates, and provide flexibility to manage the advertising process in an efficient fashion. The Unclaimed Property System must provide the ability to produce preliminary advertising extraction files and provide the flexibility to manipulate these files to produce final products;
- j. Provide a model for researching and tracking examination history of Holders made by the Treasurer directly or by contracted firms. Must follow an examination from opening research stage to final acceptance of examination report; and
- k. Provide a manner to electronically file unclaimed property documentation received both physically and electronically.

## **F. Administrative Module**

In providing database management, data utility functions, security oversight/assignment, the Unclaimed Property System must provide extensive management tools to ensure the functionality and security of the relational database in the database environment and in support of the set security rules for its specific users. Contractor must provide all functions of the Unclaimed Property System required for the administration and management of the database and program including, but not limited to, the following:

1. Provide advanced data correction tools and utilities;
2. System configuration defaults;
3. Ability to delete error reports and related data;

4. Ability to move or transfer property items on a report;
5. Utility to update database – county correction;
6. Ability to change property statuses or property types (global, by report, or individually);
7. Ability to change property or owner relation codes;
8. Ability to identify or remove orphan Owners;
9. Replace Owner field type;
10. Ability to create system or database totals;
11. Security feature to create user changed item reports;
12. Security feature to create invalid login attempt reports;
13. Administrator function for statistics for individual or total users;
14. Month-end summary reports;
15. Security program to identify duplicate claim addresses;
16. Ability to address errors in voucher process;
17. Ability to search property comments;
18. Administrator function for user assignment security levels and password set;
19. Ability to support database reference tables and codes for unclaimed property, deposits, businesses, claims, securities, safekeeping, audits (e.g. set Owner types, Owner relations, property types, property status, audit source, claims status, security ticker symbols, safe deposit box content/status codes); and
20. Logging or audit trail of all changes to data including the last person to make the change, the date and timestamp of the change, the old value and the new value.

#### **G. Software/Hardware Requirements**

1. Contractor shall ensure that the Unclaimed Property System guarantees accuracy, stability, integrity and a strong relational component capable of intensive and simultaneous transactions with a multi-user (up to 100 users) workstations capability.

2. The Unclaimed Property System must operate, at a minimum, within the Windows Server 2008 environment and Windows 10 Workstations.

## **H. Customer Service**

Contractor shall provide first-in-class customer service, which is of critical importance to the success and viability of the Unclaimed Property System. Contractor shall report to the Treasurer any change in personnel that potentially would affect the relationship between Contractor and the Treasurer. Such changes in personnel shall include but not be limited to any member of the customer service team, marketing advisors, and legal staff working with the Unclaimed Property System. Contractor shall provide customer service in accordance with all requirements and directions of the Treasurer during the entire term of the Agreement, which shall include but not be limited to the following:

1. Customer Service Team - Provide a customer services team (“Customer Service Team”) whose members are all familiar with and conversant in the Illinois Unclaimed Property program, its process, and those members of the public who interact with it. Members of the Customer Service Team must be available for maintenance and support on an as-needed basis or in the event of program emergency. Contractor may utilize titles different than those presented here, provided Contractor ensures that there are members of the Customer Service Team who meet all of the requirements for each position listed below:
  - a. Executive Manager - Ongoing - An executive level manager who is authorized to provide immediate action, direction, and administration leadership in the Contractor’s administration of the Agreement shall be made available to executive leadership of the Treasurer. The executive manager shall be available for serious matters of immediate concern to the Treasurer; these may include, but are not limited to, a failure of Contractor to meet applicable timelines, a failure of Contractor to provide customer service in accordance with the Treasurer’s standards or needs, a failure of Contractor to be responsive to the needs or concerns of the Treasurer, or any other issues as determined by the Treasurer;
  - b. Client Relationship Manager - Contractor shall assign a client relationship manager to the Treasurer who will be responsible for coordinating all activities necessary to implement and provide ongoing service to the Treasurer, including but not limited to the following: assisting with new functionality required by the Treasurer, notifying the Treasurer of software upgrades and version changes, problem resolution for system or data issues, and providing training assistance and resolving invoice-related questions. The client relationship manager, or his or her designee, shall be available to the Treasurer on business days between 7:00 a.m. and 6:00 p.m. CST.
  - c. Other Staff available on demand - To ensure first-in-class customer service, Contractor must ensure employees who provide the following types of services are made available to meet the needs of the Treasurer: technical support, customer

service, accounting support, on-site and off-site equipment implementation and maintenance, and integration support.

2. Customer Service and Availability - The Treasurer shall have access to the Customer Service Team, including the Client Relationship Manager and Project Manager or their designees, on business days between 7:00 a.m. and 6:00 p.m. CST. The Treasurer shall be provided with the contact information, including but not limited to the name, email address, postal address, telephone, and mobile phone number of the entire Customer Service Team. The customer service to be provided shall include, but is not limited to, immediate assistance to Unclaimed Property staff regarding system operations, customer services and problem resolution;
3. Customer Services Ticketing - Contractor shall mark and keep on file customer service logs to document all customer service requests and the time and manner in which they were handled; this information must be provided to the Treasurer upon request and in a format to be determined by the Treasurer. Contractor shall develop and Treasurer shall approve in its discretion a system to indicate the level of urgency of customer service requests.
4. Customer Service Communications - At least quarterly, the Client Relationship Manager shall provide informational communications to the Treasurer relating to industry, regulatory, and/or technological trends or changes as well as advice and guidance on any trends or changes in Unclaimed Property administration in other states.
5. Penalties - The Treasurer reserves the right to reduce compensation to Contractor as compensation for services under the Agreement during any period Contractor fails to address customer service needs within timeframes determined by the Treasurer to be reasonable under the circumstances.

## **I. Reports**

Contractor acknowledges that information regarding the processes and transactions occurring in the Unclaimed Property System is vitally important to the Treasurer. Accordingly, Contractor shall provide the Treasurer with system-generated reports as further described below:

1. Report Requirements applicable to all system-generated Reports - All reports shall meet the following minimum requirements:
  - a. Be made available to be exported in the following file formats: .csv; .xml; .pdf; .html; .xls; and .tab;
  - b. Be retained by Contractor for seven (7) years from the date of their creation and/or transmission, whichever is later;

- c. Be customizable by the Treasurer based upon the data collected during the transaction;
  - d. Possess the capability to have customizable templates for use in exporting data; and,
  - e. Be able to be reported daily by email.
2. Contractor shall provide the following reports for each Department:
- a. Reporting
    1. *Non-balanced Holder Reports*. This report provides a list of Reports that have been logged into the Unclaimed Property System that have not yet been balanced;
    2. *Holder Report Specific Reports*. This report provides a detailed listing of all property and owner information for any individual Holder Report;
    3. *Cleared Reports by User*. The report lists all Reports that have been cleared and provides breakout information by Holder Report, Holder name, properties, Owners, cash, shares, and safekeeping amounts gathered for a specific timeframe based on the date the Report was cleared;
    4. *Verification Report*. This report verifies the statutorily allowed penalty for a late or improper Holder Report;
    5. *Non-processed Reports*. This provides a list of all Reports submitted electronically through the Website that have not yet been processed;
    6. *Cleared Reports*. This report is for both Reporting and Safekeeping and indicates the number of Reports, properties, Owners, cash, shares and safekeeping amounts gathered for a specific timeframe based on the date the report was first cleared; and
    7. *Accounting Reports*. This report shows receipts that have been added to the Unclaimed Property System by Fiscal Operations for a specific timeframe. This report allows for a detailed listing based upon a number of variables.
  - b. Safekeeping - Safekeeping requires the ability to run reports based on queries of the following fields: property type, property location, transaction type, safekeeping codes, Holder ID, year received, year turned over to claimed, auctions, appraisals, information related to date range, reportable year, Holder ID, report identification, property identification, serial number, assigned bar code, advertisement status, pending claim status, and comprehensive inventory lists;

- c. Claims Processing - Claims Processing requires the ability to run multiple search criteria reports based on queries of the following fields: claim status, claimant relationship, source code, user name, selected evidence, property type, information related to date range, property amount, claim value, reported address, county code, zip code and number of shares. The Unclaimed Property System must have the option to either print the report in a summary format or a detailed format;
- d. Fiscal Operations - Fiscal Operations requires the ability to run searches based on queries of the following fields: Batch date(s), received date, log number, receipt type, payor name, description, receipt amount(s), receipt form, number of shares, Securities form, CUSIP, certificate number, issue date and Receipt ID. The ability to search multiple criteria at the same time must be allowed as well as the ability to print search results and/or ability to download search results in an Excel format. Specific reports required by Fiscal Operations may include but need not be limited to the following:
  - 1. *Securities Held By Custodian Report*. This report provides a detailed list of all mutual fund Securities held by Unclaimed Property on a specified date;
  - 2. *Receipts by Date Report*. This report provides subtotals of amounts and shares received by receipt type for a specified time frame;
  - 3. *Receipt Detail by Type*. This report provides a detailed listing of receipts by receipt type for a specified time frame;
  - 4. *Stock by Batch*. This report provides a detailed listing of stocks entered, by batch number; and
  - 5. *Claims Paid By date*. This report prints a list of claims paid by payment batch date.
- e. Customized Reports - Contractor shall provide any other customized reports the Treasurer requests for unclaimed property administration.

**J. Integration with other Programs**

- 1. Imagery - The Unclaimed Property System must be able to incorporate and integrate existing images of: Holder Reports; all correspondence received by the Division; documentation provided by purported owners; and, other related images stored in the Treasurer’s existing system. Images are currently stored in tagged image file (“TIFF”) format. The new Unclaimed Property System must continue to allow for the digital storage of reports, correspondence, documentation provided to the Treasurer, and other information provided to the Treasurer on paper;
- 2. IVR - The Unclaimed Property System must interact with the Treasurer’s current or future telephone system and IVR provider’s application. This will permit claimants to verify the status of their claim by telephone. The IVR is uploaded to the telephone

system daily at 7:00 p.m. CST. The information given to the telephone system is the claim number, telephone number and status update;

3. SAMS - The Unclaimed Property System must easily interface with State of Illinois accounting systems maintained by the Comptroller (e.g. SAMS) and any successor systems utilized by the Comptroller, along with performing routine tasks such as data import/export and provide the flexibility to produce needed tools and documents to support all aspects of the unclaimed property program. Information about SAMS, including required formats for deposits, vouchers, and reports on issued warrants, should be available from the Comptroller's website at the following location:  
<http://www.illinoiscomptroller.com/index.cfm/resources/sams-manual1/>
4. Treasurer's Website - The Unclaimed Property System must be able to interface with the Website. The Website will be the most significant portal for the public to interface with the Unclaimed Property System. This includes receiving information from potential Owners searching for unclaimed property, allowing owners to provide the information necessary to file a claim for property, providing Owners seeking a status on filed claims, and related tasks. While the Services do not include updates to the Website, the Unclaimed Property System must be able to interface with a web-based public portal.

#### **K. Training / Reference Guide**

1. Contractor shall provide on-site comprehensive training in the Unclaimed Property System to employees of the Division and Fiscal Operations, and other staff as requested by the Treasurer, as part of the implementation process;
2. Contractor shall create and maintain an on-line reference guide for the Unclaimed Property System that must be easily accessible to users. The reference guide must document the Unclaimed Property System, provide step-by-step instructions for common tasks, and contain more detailed articles to assist users and the Treasurer's information technology ("IT") staff. These materials must be maintained and kept up-to-date by Contractor; and
3. Following every upgrade or significant change in the Unclaimed Property System, Contractor shall provide on-site comprehensive training to employees of the Division and Fiscal Operations, and other staff as requested by the Treasurer.

#### **L. Conversion and Implementation**

1. Contractor acknowledges that conversion of data from the Legacy System and implementation of a new Unclaimed Property System is a crucial part of this Agreement;
2. Contractor shall provide a project manager who will be responsible for accomplishing project management objectives during Conversion. Key project management



responsibilities include creating clear and attainable project objectives, building the project requirements, and managing the constraints of project management (i.e. cost, time, scope, and quality). The project manager, or his or her designee, shall be available to the Treasurer every business day between 7:00 a.m. and 6:00 p.m. CST; and

3. Contractor shall provide on-site comprehensive training to employees of the Division and Fiscal Operations as part of the implementation process.

**M. Creative Solutions / Alternative Suggestions**

Contractor shall provide any alternative services requested by the Treasurer that are related to those stated herein.

**IV. RFP PROCESS AND SCHEDULE**

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

**A. RFP Schedule**

The following is the schedule for this RFP:

<b>Date</b>	<b>Event</b>
November 15, 2024	RFP published on the Treasurer’s website.
November 21, 2024	Notice of intent to participate in the Optional Respondent’s Teleconference due before 11:00 a.m. CT.
November 22, 2024	Optional Respondent’s Teleconference at 8:30 a.m. CT.
November 22, 2024	All Respondent questions due by 11:30 a.m. CT.
December 4, 2024	Responses to all questions posted on the Treasurer’s website.
December 18, 2024	Proposals due before 1:00 p.m. CT. Proposals will be opened at 2:00 p.m. CT.
Week of January 13, 2025	Interviews, if any, with final candidates.
Week of January 20, 2025	If applicable, best and final offer due.
Week of January 27, 2025	Notification of award and begin negotiation of Agreement.

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

**B. Contact Information**

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

Respondents should submit questions about the intent or content of this RFP and request clarification of any and all procedures used for this procurement prior to the submission of a Proposal. Respondents must submit their questions in writing by e-mail to the CPO by 11:30 a.m. CT on November 22, 2024.

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

**C. Optional Bidder’s Conference**

Each Respondent interested in attending the Bidder’s Teleconference must e-mail notice of intent to attend the Bidder’s Teleconference to Christopher Flynn at [cflynn@illinoistreasurer.gov](mailto:cflynn@illinoistreasurer.gov) prior to 11:00 a.m. CT on November 21, 2024. Attendance at the Respondent’s Teleconference is optional. The Respondent’s Teleconference shall be on November 22, 2024, at 8:30 a.m. CT.

**D. Proposal Submittal**

1. Packet submission in hard copy form

Proposals submitted in hard copy form must be submitted in a sealed envelope or package with “Management System and Technical Support for the Division of Unclaimed Property 370-400-25-010 for the Office of the Illinois State Treasurer” shown in the front of the envelope or package, along with Respondent's name and address.

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

Packet must be mailed to:

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

Proposals must be received before 1:00 p.m. CT on December 18, 2024, and will be opened publicly, via livestream only, at 2:00 p.m.

CT on December 18, 2024. The livestream will be available online at <https://www.facebook.com/ILTreasurerProcurement>.

2. Packet submission via electronic form

When submitting a Proposal electronically, please e-mail the following to [UnclaimedPropertyRFP@illinoistreasurer.gov](mailto:UnclaimedPropertyRFP@illinoistreasurer.gov):

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

3. Use of electronic version of this RFP

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

**E. RFP Process**

1. Questions about this RFP

Respondents should submit questions about the intent or content of this RFP and request clarification of any and all procedures used for this procurement prior to the submission of a Proposal. Respondents must prepare their questions in writing and send them by e-mail to the CPO.

2. Internet/E-mail Communications

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

3. Verbal Communications

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

4. Amendment

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

5. Respondent's Costs

The cost of developing a response to this RFP is each Respondent's responsibility and may not be charged to the Treasurer.

6. Withdrawal of Proposal

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

CPO and signed by Respondent's duly authorized representative.

7. Modification of Proposal

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

8. Proposal is an Offer

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

9. Response to RFP is State Property

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

10. Proposal is Part of a Public Procurement File

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

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

11. Encouragement Regarding Hiring

Prospective Contractors are encouraged to hire qualified veterans as well as qualified Illinois minorities, women, persons with disabilities and residents discharged from any Illinois adult correctional center.

12. CPO May Cancel the RFP

If the CPO determines that it is in the Treasurer's best interest, he reserves the right to

do any of the following: a) cancel this RFP; b) modify this RFP in writing as needed; or c) reject any or all Proposals received in response to this RFP.

13. Additional Information

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

**V. PROPOSAL**

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

**A. Proposal Format**

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

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

- a. Cover Letter - The Proposal must be accompanied by a transmittal letter that designates the name, physical address, e-mail address, and the telephone number of the person or persons available for contact concerning the response and who is authorized to make representations on behalf of Respondent's organization.
- b. Table of Contents - Include a listing of the main chapters and paragraph headings contained in the Proposal, including page numbers.
- c. Introduction - Include any introductory remarks, not to exceed two (2) pages, deemed appropriate. Briefly discuss such topics as Respondent's background, management, facilities, staffing, related experience and financial stability.
- d. Scope of Work - Provide a narrative, not to exceed five (5) pages, describing Respondent's proposed general conceptual approach to the delivery of the Services and any other information Respondent believes is relevant.
- e. Answers to Questions - Respondent must respond to all of the questions. Respondent's answers must include the headings (e.g. "Background and Experience") and be numbered in the order provided in Section V.B of this RFP.
- f. Service Team - Provide an organization chart, resumes, and brief biographies for the proposed service team. Please identify the primary contact person and describe the role of each key person.

- g. Unique Capabilities - Provide a summary, not to exceed five (5) pages, of any unique expertise, products or services that distinguish Respondent.
- h. State Certifications and Disclosures - Respondent and any subcontractor(s) must submit the following three (3) fully executed documents: Illinois State Treasurer Certifications, Disclosures Financial Interest and Potential Conflicts of Interest (Disclosure Form A), and Disclosures Other Contract and Procurement Related Information (Disclosure Form B).
- i. Cost Proposal – Respondent’s price (“Cost Proposal”) shall be provided in a separately sealed envelope or, if Respondent submits the Proposal electronically, through a separate attachment.
- j. Redacted Copy – If the Proposal contains any information that Respondent considers to be exempt from public disclosure under the Illinois Freedom of Information Act (“FOIA”) (5 ILCS 140) or other applicable laws and rules, Respondent should submit in a separately sealed envelope or, if Respondent submits the Proposal electronically, through a separate attachment, an additional copy of the Proposal with proposed confidential information redacted, as detailed in Section IV.E.10 of this RFP (“Redacted Copy”).

Proposals submitted in hard copy form must be submitted in a sealed envelope or package bearing the title “Management System and Technical Support for the Division of Unclaimed Property Proposal 370-400-25-010 for the Office of the Illinois State Treasurer” and Respondent’s name and address. The package must include one (1) original and five (5) copies of the Proposal. A separate envelope must contain one (1) original and five (5) copies of the Cost Proposal. If confidentiality of any information is asserted, one (1) Redacted Copy should be provided in an additional separate envelope. In addition, please provide five (5) electronic copies of the Proposal, five (5) separate electronic copies of the Cost Proposal, and, if confidentiality of any information is asserted, one (1) electronic Redacted Copy. Each electronic Proposal copy, each electronic Cost Proposal copy and, if submitted, the Redacted Copy shall be on a separate thumb drive.

**B. Questions to be Addressed in the Proposal**

Background and Experience

1. Please provide the year Respondent was established and give a brief history of Respondent.
2. Please provide Respondent’s name, and the name, title, address, phone number, and email address of the individual who will be the Treasurer’s primary contact. Please include a description of the implementation and management team that would be assigned to this Agreement.
3. Please provide the address and website of Respondent’s headquarters and all branch

offices.

4. Describe Respondent's approach to and philosophy regarding cyber-security, including the steps Respondent would take to address a breach of the Treasurer's data or Owner information.
5. Describe the insurance coverage that Respondent maintains to address cyber-security threats (to include computer, data, privacy, or information technology security), including applicable limits, and discuss the benefits to the Treasurer of any such coverage. Please note that prior to contract award, the Treasurer may require proof of such insurance coverage.
6. Has Respondent experienced any data breach or loss of personal, financial, or other data considered private or confidential since January 1, 2015? If so, provide details and what steps were taken to address the issue both in the short term related to the specific breach/loss and also in the longer term to prevent such a breach/loss from happening again.
7. Please describe Respondent's professional turnover for the last five years, citing reasons for each departure and contacts for departed principals or partners. Please provide a brief description of Respondent's plans for growth, such as asset growth, personnel growth, and succession planning, over the next 3-5 years.
8. What is Respondent's current ownership structure? Please include employees at all levels.
9. Who are Respondent's principals and/or managing partners? How long has each principal and/or managing partner been at the firm? What provisions are in place to promote the retention of principals and/or managing partners?
10. 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.
11. If any, describe up to five (5) risks Respondent envisions in the Treasurer's administration of unclaimed property and Respondent's approach, through the Services, to mitigate those risks?
12. Please describe any significant changes in the organizational structure, ownership or management of Respondent over the past three (3) years.
13. Please provide three (3) client references, current or past, and state the organization's name, their website (if any), a point of contact, physical address, telephone number, e-mail address, and the scope of work you are providing or provided.

14. Please summarize Respondent's understanding of the Treasurer's unclaimed property program.
15. Please describe Respondent's experience in providing similar services to other government entities' unclaimed property programs.
16. If applicable, 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.

#### Unclaimed Property Management System

17. Describe the system, services, and any processes, or alternative options that would meet all requirements as outlined in the Scope of Work (Section III). Provide any additional information that Respondent believes relevant to requirements of this RFP and to its ability to provide the requested Services. For each of the system requirements, processes or alternative options described please note whether all mandatory requirements would be met, specifically the mandatory requirements found in Appendix B. Complete Appendix B for each process or alternative option.
18. Please describe how Respondent would oversee and facilitate the Conversion. Please describe, in detail, Respondent's proposed process of converting all of the Treasurer's unclaimed property data to the new Unclaimed Property System. Propose a list of milestones and deadlines that would be required for Conversion and implementation. Please note, the current system stores data in structured query language ("SQL") databases and images in TIFF format.
19. Please describe Respondent's intended training on the Unclaimed Property System.
20. Please describe how Respondent would ensure the ability to provide reporting as described in Section III of the RFP. Please provide information on any customizable reports not otherwise specified in this RFP, but offered by Respondent, which Respondent believes to be of potential benefit to Unclaimed Property administration.
21. Please provide detailed information regarding software, hardware and model design and system capability. Please provide detailed information on system appearance and functionality. The Proposal must provide a history of the Unclaimed Property System usage to include specific successes and failures, if applicable.
22. Please describe the software package and language, proposed system layout, and timeline for development and online implementation of the Unclaimed Property System. Please provide as much detail as possible to demonstrate Respondent's capability and its preliminary planning in successfully implementing the Unclaimed Property System.
23. Describe the availability and accessibility of program updates, program edits, and



corrections.

24. Please describe any current customer service approach, which may include any ticketing system, along with examples of any processes and reports that can be produced from such system.
25. Based on your review of this RFP and the specific needs and requirements requested herein, discuss any creative approaches to the Services which have not been specifically requested or would enhance efficiency and/or reduce costs.

#### Equity, Diversity & Inclusion

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

26. Please confirm whether Respondent is at least fifty-one percent (51%) owned by MWVD Persons. Please cite with supporting data, including the number and percentage of Respondent’s owners who are MWVD persons. Note if Respondent has submitted an EEO-1 report in the last year, Respondent may at its discretion provide the information in its EEO-1 report to supplement the response to this question.
27. Please confirm whether Respondent is under the control of MWVD Persons. Please cite with supporting data. Please provide the number and percentage of Respondent’s owners who are MWVD persons. Note if Respondent has submitted an EEO-1 report in the last year, Respondent may at its discretion provide the information in its EEO-1 report to supplement the response to this question. What is the percentage of Respondent’s intended use of subcontractors for this project, if any, that are under the control of MWVD Persons?
28. 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 Respondent’s board of directors and (ii) the number of members on 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 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 higher 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.
29. 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.
30. Please describe any policies, programs, or activities Respondent administers to promote equity, diversity and inclusion both within Respondent's organization and the community. Please note any targets, benchmarks, or performance metrics that substantiate this work.

#### Corporate Responsibility – Environmental, Social and Governance Practices

31. 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.
32. Please highlight any policies, practices, or resources that Respondent has in place to retain and enhance the human capital at the firm.
33. Please explain how Respondent fosters a corporate governance structure that mitigates business risks and enhances business operations.
34. 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

35. Is Respondent incorporated in Illinois? Please provide the physical address and website of Respondent's headquarters and all Illinois branch offices.
36. Please note how many full-time employees are located at Respondent's headquarters and all Illinois branch offices.

37. Please describe what presence Respondent has in the State of Illinois. Such “presence” can be demonstrated by noting (a) the number and (b) the percentage of Respondent’s full-time employees who spend more than half their time in Illinois and have physical offices or a principal place of business located in Illinois.
38. Using the definition provided above, what percentage of Respondent’s subcontractors for this project, if any, have an Illinois presence?
39. 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**

Proposals must include information regarding the proposed amount of compensation for the Services. The cost proposal provided must include all fees and costs, such as any travel expenses proposed by Respondent.

Pricing schedules shall cover a five (5) year period. All of Respondent’s costs to the State should be included in the pricing, as outlined above and consistent with the requirements outlined throughout this RFP.

Pricing should include the following:

1. Purchase Costs
  - a. Initial Purchase
  - b. Ongoing fees (specify annual or monthly maintenance, upgrade fees, and any other periodic fees)
  - c. Support level options
2. Implementation Services Costs
  - a. Modification of software to meet Illinois requirements
  - b. Conversion of data from existing systems into the new Unclaimed Property System
  - c. Training of users on the Unclaimed Property System
    - i. Specify number of training sessions and for which features each session would focus (e.g. reporting, claims processing, safekeeping, etc.),
    - ii. Number of users per session, and
    - iii. Whether each training is “train the trainer” or individual training for each user.

**VI. EVALUATION PROCESS & CRITERIA**

**A. Mandatory Requirements**

1. Respondent must provide the content outlined in Section V.A of this RFP.

2. Respondent must answer all of the questions listed in Section V.B of this RFP.
3. Respondent must include with its Proposal Respondent's, and any proposed subcontractors', fully executed State Certifications and Disclosure Forms, a copy of which is attached hereto as Appendix A.
4. Respondent must submit the name, physical address, e-mail address, and telephone number of an individual with authority to answer questions or clarify their responses.

**B. Scoring**

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

Evaluation Factor	Weight
Background & Experience	25
Unclaimed Property Management System	50
Equity, Diversity & Inclusion	10
Corporate Responsibility – Environmental, Social and Governance Practices	10
Illinois Presence	5
Cost Proposal	15
Interview, if applicable	10
<b>TOTAL</b>	<b>125</b>

**C. Evaluation Factors**

1. Background and Experience

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

2. Unclaimed Property Management System

Respondents will be evaluated based on their answers to the "Unclaimed Property Management System" questions in Section V.B of this RFP, including Respondent's demonstrated abilities

to provide the Services laid out in the Scope of Work.

3. Equity, Diversity & Inclusion

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

4. 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.

5. Illinois Presence

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

6. Cost Proposal

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

7. Interview

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

**D. Evaluation Process**

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

**VII. CONTRACTUAL TERMS**

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

**A. Contractual Responsibility**

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

**B. Governing Law**

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

**C. Billings**

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

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

**D. Term of Agreement**

The term of the Agreement shall be five (5) years, unless terminated prior to such time in accordance with the terms of this Agreement. The Treasurer may elect to extend the Agreement for additional periods, not to exceed a total term of ten (10) years, including the initial five (5) years.

**E. Termination**

1. Termination without Cause. The Treasurer may elect to terminate the Agreement, or any portion of the Services, any time upon thirty (30) days' notice. Upon termination, the Treasurer will pay for work satisfactorily completed prior to the date of termination as determined by the Treasurer in a reasonable manner. Should a portion of the services be terminated, the parties shall amend the Agreement accordingly to reflect the reduction in Services and compensation.
2. Termination for Cause. This Agreement, or any portion of the Services, may be terminated by the Treasurer immediately upon notice to the Contractor under any of the following circumstances:

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

Prior to terminating the Agreement for cause, the Treasurer may issue a written warning that outlines the remedial action necessary to bring the Contractor into conformance with the Agreement. If such remedial action is not completed to the satisfaction of the Treasurer within thirty (30) business days, a second written warning may be issued. If satisfactory action is not taken by Contractor within five (5) business days of the date of the second written warning, the Agreement may be terminated immediately and the Treasurer may recover any and all damages including but not limited to damages involved with the transition to a new vendor including incidental and consequential damages. Failure by the Treasurer to issue a warning or cancel this Agreement does not waive any of the Treasurer's rights to issue subsequent warnings. If the Treasurer determines, in its sole discretion, that the circumstances are such that the Contractor cannot cure by remedial action, the Treasurer may provide notice of cancellation, which shall be effective upon five (5) business days from the

date of the notice.

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

**F. Work Product**

1. *Ownership of Work Product*

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

2. *Return of Work Product*

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

**G. State Furnished Property**

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

**H. Internal Controls**

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

**I. Backup Facilities**

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



**J. Liability**

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

**K. Indemnification**

Contractor shall indemnify and hold the Treasurer harmless from and against any and all losses, including but not limited to, any liabilities; demands; claims; lawsuits; damages; causes of action; settlements; judgments, including costs, attorneys' and witnesses' fees and expenses incident thereto; or fines, any of which arise out of or relate to violation of applicable law, breach of the Agreement, the negligent acts or omissions, or willful misconduct by Contractor, its employees, or agents. Contractor has a duty to select, with due diligence, all other entities that shall be necessary to implement the Agreement. Contractor shall establish and enforce reasonable procedures to assure the Treasurer of the performance by all other entities of the services necessary to implement this Agreement.

**L. Subcontractors**

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

**M. Record Retention and Audit**

This Section shall survive the termination of the Agreement.

Contractor and subcontractors, if any, shall maintain adequate books, records, and supporting documents related to the Agreement, including but not limited to those necessary to support amounts charged to the State under the Agreement, for a minimum of three (3) years from the last action on the Agreement or after termination of the Agreement, whichever is longer. The Contractor and subcontractors agree to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all materials requested. If any litigation or claim involving the Agreement has been filed or any audit commenced before the expiration of the seven (7) year period, the Contractor shall maintain the records required by this Section 1) in the case of any litigation or claim, until completion of the action and resolution of all issues that arise from it or until the end of the seven (7) year period, whichever is later and 2) in the case of any audit, until completion of the audit or until the end of the seven (7) year period, whichever is later. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of the Treasurer for the recovery of any funds paid by the Treasurer under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

## **N. Confidentiality**

This Section shall survive the termination of the Agreement.

### **1. Confidential Information**

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

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

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

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

### **3. Protection of Confidential Information**

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

### **4. Privacy Policy**

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

5. Program Lists

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

**O. Successor and Assignment**

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

**P. Certifications**

By signing the Agreement, Contractor certifies the following:

1. That 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 Contractor or its stockholders being necessary, and that the Agreement has been duly and validly executed and delivered by Contractor, thereby constituting a legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms;
2. That the execution and delivery by 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 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 Contractor has to any third party.
3. That there is no action, suit, investigation, or proceeding pending or, to the best

knowledge of Contractor, threatened against Contractor before any court, arbitrator, or administrative or governmental body that might result in any material adverse change in the operations of Contractor or which might materially and adversely affect the ability of Contractor to perform the Services or otherwise comply with its obligations under the Agreement.

**Q. Review**

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

**R. Severability**

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

**S. Access to Information**

During the term of this Agreement, and thereafter, for three (3) years after the termination of this Agreement, Contractor shall promptly provide the Treasurer, upon request, access to all files, records, documents, data, copies of instruments, reports, and records, and any other information maintained related to the Agreement and the Services provided pursuant to the Agreement, regardless of how that information is stored. The information shall be provided in a form acceptable to the Treasurer.

**T. Change of Law or Policy**

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

**U. State Certifications/Disclosures**

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

**V. No Recourse**

For any obligation or liability arising pursuant to the Agreement, no recourse may be had for such obligation or liability of the Treasurer of the State of Illinois or any employee or official

of the Treasurer or the State in his or her personal or individual capacity. Contractor hereby waives all such obligations and liabilities, if any, of the Treasurer of the State of Illinois and any such employee or official.

**W. Continuation of Services**

Contractor hereby guarantees performance of the Services and agree to perform all Services in an efficient and professional manner. Notwithstanding anything to the contrary in the Agreement, Contractor's obligations and responsibilities pursuant to the Agreement shall not be affected in the event of personnel problems, strike by employees, work stoppages, and other employee-related events. 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 Contractor, and Contractor shall immediately notify the Treasurer in the event such business interruption takes place. Contractor shall be liable for any losses or damages sustained by the Treasurer due, in whole or in part, to Contractor's failure to provide reasonable backup systems.

**X. Equity, Diversity, and Inclusion Data**

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

**Y. Sovereign Immunity**

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

**Z. Notice**

Contractor hereby agrees to give the Treasurer notice if at any point during the term of the Agreement, Contractor or its officer(s) or principal(s), or affiliate(s) acting within the scope of their employment, become subject to a consent order, penalty or receive any other finding of fault as a result of any publicly disclosed enforcement action or other regulatory proceeding by any government entity, regulatory agency, or self-regulatory organization including but not limited to: the Securities and Exchange Commission, Financial Industry Regulatory Authority, Department of Justice (including any United States Attorneys' Office), Consumer Financial Protection Bureau, Department of Labor, U.S. Department of the Treasury, Federal Deposit Insurance Corporation, any State Attorney General, or the Federal Reserve System. Contractor shall provide the Treasurer such notice within five (5) business days of when Contractor knows

or reasonably should have known of the consent order, penalty, or other finding of fault. Contractor's delivery of notice pursuant to this Section or failure to provide the required notice shall give the Treasurer reason to terminate this Agreement for cause.

Appendix A

**ILLINOIS STATE TREASURER CERTIFICATIONS**

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

**1.0 ANTI-BRIBERY.**

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5). Section 50-5 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the contractor has made an admission of guilt of such conduct with is a matter of record. The CONTRACTOR acknowledges that the Chief Procurement Officer may declare void the agreement for which these certifications are provided and, if applicable, to which they are attached (“Agreement”) if this certification is false.

**2.0 BID-RIGGING/BID-ROTATING.**

The CONTRACTOR certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4).

**3.0 DRUG FREE WORKPLACE.**

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

**4.0 U.S. EXPORT ACT.**

The CONTRACTOR certifies that neither the CONTRACTOR nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 (50 U.S.C.A. App. § 2401 et seq.) or the regulations of the U.S. Department of Commerce promulgated under that Act.

**5.0 NON-DISCRIMINATION.**

The CONTRACTOR certifies that it is in compliance with the State and Federal Constitutions, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules that prohibit unlawful discrimination in performance of this Agreement and all other activities, including employment and other contracts. As a condition of receiving the Agreement, the CONTRACTOR represents or certifies that services, programs and activities provided under the Agreement are and will continue to be in compliance with State and Federal Constitutions, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and all applicable laws that prohibit unlawful discrimination.

**6.0 AMERICANS WITH DISABILITIES ACT.**

The CONTRACTOR certifies that it is in compliance with the Americans with Disabilities Act (“ADA”) (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130), which prohibit discrimination against persons with disabilities by the Office of the Illinois State Treasurer (“Treasurer”), whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving the Agreement, the CONTRACTOR represents or certifies that services, programs and activities provided under the Agreement are and will continue to be in compliance with the ADA.

**7.0 ILLINOIS HUMAN RIGHTS ACT.**

The CONTRACTOR certifies that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.

**8.0 FELONY.**

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

**9.0 FORMER EMPLOYMENT.**

The CONTRACTOR, if an individual, sole proprietor, partner or an individual as member of a LLC, has informed the Treasurer in writing if the CONTRACTOR was formerly employed by the Treasurer and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code (30 ILCS 105/15a).

**10.0 INDUCEMENT.**

The CONTRACTOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has the CONTRACTOR accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.

**11.0 REVOLVING DOOR PROHIBITION.**

The CONTRACTOR certifies that neither it nor its employees and agents are in violation of Section 50-30 of the Illinois Procurement Code (30 ILCS 500/50-30). Section 50-30 prohibits for a period of (2) years after terminating an affected position certain State employees and their designees from engaging in any procurement activity relating to the State agency most recently employing them for a specified period of time.

**12.0 REPORTING ANTICOMPETITIVE PRACTICES.**

The CONTRACTOR shall report to the Treasurer’s Executive Inspector General, the Illinois



Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State. 30 ILCS 500/50-40, /50-45.

**13.0 DISCRIMINATORY CLUB.**

The CONTRACTOR agrees not to pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payments of any dues or fees to a discriminating club as prohibited by Section 2 of the Discriminatory Club Act (775 ILCS 25/2).

**14.0 TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS OF CONTRACTOR.**

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

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

**15.0 LICENSE; AUTHORIZED BIDDER OR OFFEROR.**

The CONTRACTOR, directly or through its employees, shall have and maintain any license required by this Agreement. The CONTRACTOR further certifies that it is a legal entity that was authorized to do business in Illinois prior to the submission of any bid, offer, or proposal for this Agreement pursuant to Section 20-43 of the Illinois Procurement Code (30 ILCS 500/20-43).

**16.0 APPROPRIATION.**

This Agreement is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation for payments under the terms of the Agreement.

**17.0 RECORDS RETENTION; RIGHT TO AUDIT.**

The CONTRACTOR agrees to maintain books and records related to the performance of the Agreement and necessary to support amounts charged to the State under the Agreement for a minimum of three years from the last action on the Agreement or after termination of the Agreement, whichever is longer. The CONTRACTOR further agrees to cooperate fully with any audit and to make the books and records available for review and audit by the Auditor General, Chief Procurement Officer, internal auditor and the Treasurer; the CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor

General or the Treasurer and to provide full access to all requested materials. The three-(3)-year period shall be extended for the duration of any audit in progress during the term. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

#### **18.0 CONFLICTS OF INTEREST.**

The CONTRACTOR has disclosed, and agrees that it is under a continuing obligation to disclose, to the Treasurer financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest that would prohibit the CONTRACTOR from entering into or performing the Agreement. Conflicts of interest include, but are not limited to, conflicts under Section 1400.5020 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5020) and Article 50 of the Illinois Procurement Code (30 ILCS 500/50).

#### **19.0 LATE PAYMENTS.**

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

#### **20.0 LIABILITY.**

The State's liability for damages is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (705 ILCS 505/1) and to the availability of suitable appropriations.

#### **21.0 DEBT DELINQUENCY.**

The CONTRACTOR certifies that neither it, nor any affiliate, is barred from being awarded a contract or subcontract under Section 50-11 of the Illinois Procurement Code (30 ILCS 500/50-11). Section 50-11 prohibits a contractor from entering into a contract with the Treasurer if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. The CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if the CONTRACTOR or any affiliate is determined to be delinquent in payment of any debt during the term of the Agreement.

#### **22.0 EDUCATIONAL LOAN DEFAULT.**

The CONTRACTOR, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies that CONTRACTOR is not barred from being awarded a contract under the Educational Loan Default Act (5 ILCS 385). Section 3 of the Educational Loan Default Act prohibits an individual from entering into a contract with the Treasurer if that individual is in default of an educational loan. The CONTRACTOR further acknowledges that the Treasurer may declare the Agreement void if this certification is false or if the CONTRACTOR is determined to be in default on an educational loan during the term of the Agreement.

### **23.0 FORCE MAJEURE.**

Failure by either party to perform its duties and obligations shall be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.

### **24.0 ANTITRUST ASSIGNMENT.**

The CONTRACTOR hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the Agreement.

### **25.0 PROHIBITION OF GOODS FROM FORCED LABOR.**

The CONTRACTOR certifies that it is not barred from being awarded a contract under the State Prohibition of Goods from Forced Labor Act (30 ILCS 583). Section 10 of the State Prohibition of Goods from Forced Labor Act prohibits a contractor from entering into a contract with the Treasurer if that contractor knew that the foreign-made equipment, materials, or supplies furnished to the State were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction. The CONTRACTOR further acknowledges that the Treasurer may declare the Agreement void if this certification is false or if the CONTRACTOR is determined to have known that the foreign-made equipment, materials, or supplies furnished to the State during the term of the Agreement were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction.

### **26.0 PROHIBITION OF GOODS FROM CHILD LABOR.**

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

### **27.0 SARBANES-OXLEY ACT AND ILLINOIS SECURITIES LAW.**

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under Section 50-10.5 of the Illinois Procurement Code (30 ILCS 500). Section 50-10.5, amongst other things, prohibits a contractor from bidding or entering into a contract or subcontract with the Treasurer if the contractor or any officer, director, partner, or other managerial agent of the contractor has been convicted in the last 5 years of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if the contractor is in violation of subsection (e). The CONTRACTOR further acknowledges that the Treasurer may declare the agreement void if this certification is false or if the CONTRACTOR is determined to have been convicted of a felony under the Illinois Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 during the term of the agreement.

### **28.0 DISPUTES.**

Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this

Agreement. Any provision containing a citation to an Illinois statute (cited “ILCS”) may not contain the complete statutory language. The official text, which is incorporated by reference, may be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version may be viewed at [www.ilga.gov](http://www.ilga.gov).

**29.0 THIRD-PARTY PAYMENTS.**

The CONTRACTOR certifies that no fee was paid to a third-party in expectation of being awarded a contract by the Treasurer.

**30.0 MOST FAVORABLE TERMS.**

If more favorable terms are granted by the CONTRACTOR to any similar governmental agency in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms will be applicable under the Agreement between the Treasurer and the CONTRACTOR. The CONTRACTOR shall promptly notify the Treasurer in any event where such more favorable terms should apply.

**31.0 BOARD OF ELECTIONS REGISTRATION.**

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

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

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

*(or)*

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

**32.0 COLLECTION AND REMITTANCE OF ILLINOIS USE TAX.**

The CONTRACTOR certifies that it is not barred from being awarded a contract under Section 50-12 of the Illinois Procurement Code (30 ILCS 500/50-12). Section 50-12 prohibits a contractor from entering into a contract or subcontract with a State agency if the contractor or affiliate has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The CONTRACTOR further acknowledges that the contract or subcontract may be voided if this certification is false.

**33.0 ENVIRONMENTAL PROTECTION ACT VIOLATIONS.**

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract

under Section 50-14 of the Illinois Procurement Code (30 ILCS 500/50-14). Section 50-14 prohibits a contractor from entering into a contract or subcontract with a State agency if the contractor has been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last (5) years. The CONTRACTOR further acknowledges that the contracting State agency may declare the related contract or subcontract void if this certification is false.

#### **34.0 LEAD POISONING PREVENTION ACT VIOLATIONS.**

The CONTRACTOR certifies that it is not barred from entering into a contract or subcontract under Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5). Section 50-14.5 prohibits a CONTRACTOR from entering into a contract or subcontract with the State of Illinois or a State agency if the CONTRACTOR, while the owner of a residential building, committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45). The CONTRACTOR further acknowledges that the Treasurer may declare the Agreement or any related subcontract void if this certification is false.

#### **35.0 BOND ISSUANCES.**

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under Section 50-21 of the Illinois Procurement Code (30 ILCS 500/50-21). Section 50-21 prohibits State agencies from entering into contracts or subcontracts with respect to the issuances of bonds or other securities by the State or a State agency with any entity that uses an “independent consultant” as defined in Section 50-21.

#### **36.0 POLITICAL CONTRIBUTIONS.**

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under Section 50-37 of the Illinois Procurement Code (30 ILCS 500/50-37). Section 50-37 prohibits business entities whose contracts with State agencies, in the aggregate, annually total more than \$50,000, or whose aggregate pending bids and proposals on State contracts total more than \$50,000, and any affiliated entities or affiliated persons of such business entity, from making any contributions to any political committee established to promote the candidacy of the office holder responsible for awarding the contract on which the business entity has submitted a bid or proposal during the period beginning on the date the invitation for bids or request for proposals are issued and ending on the day after the date the contract is awarded.

#### **37.0 LOBBYING RESTRICTIONS.**

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under Section 50-38 of the Illinois Procurement Code (30 ILCS 500/50-38). Section 50-38 prohibits a contractor from billing the State for any lobbying costs, fees, compensation, reimbursements, or other remuneration provided to any lobbyist who assisted the contractor in obtaining the contract or subcontract, and prohibits a contractor from retaining a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement.

#### **38.0 DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN (30 ILCS 500/50-36)**

Each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or

proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- a. more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- b. the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

There are no business operations that must be disclosed to comply with the above cited law.

The following business operations are disclosed to comply with the above cited law:

#### **39.0 STEEL PRODUCTS.**

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

#### **40.0 PRINTING.**

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

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

#### **41.0 INFORMATION TECHNOLOGY ACCESSIBILITY.**

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

#### **42.0 CYBERSECURITY.**

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

#### **43.0 EQUAL OPPORTUNITY.**

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

#### **44.0 FREEDOM OF INFORMATION ACT.**

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

#### **45.0 DOMESTIC PRODUCTS.**

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

#### **46.0 EXPATRIATED ENTITIES.**

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

#### **47.0 WARRANTIES.**

- a. The CONTRACTOR warrants that the supplies furnished under this Agreement will: (i) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the CONTRACTOR and agreed to by the Treasurer, including but not limited to all specifications attached as exhibits hereto; (ii) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (iii) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (iv) be of good title and be free and clear of all liens and encumbrances; and (v) not infringe on any patent, copyright or other intellectual property rights of any third party. The CONTRACTOR agrees to reimburse the Treasurer for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- b. The CONTRACTOR shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the Treasurer's payment, acceptance, inspection or failure to inspect the supplies.

#### **48.0 VACANCIES.**

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

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

#### **49.0 MINORITY CONTRACTOR INITIATIVE.**

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

#### **50.0 PREVAILING WAGE.**

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

#### **51.0 EMPLOYMENT TAX CREDIT.**

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

#### **52.0 COLLECTIVE BARGAINING.**

In the event that CONTRACTOR is a successor contractor to another vendor providing the services covered by this Agreement and the employees of that vendor who provided those services are covered by a collective bargaining agreement, the CONTRACTOR certifies (a) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing



substantially similar work to the services covered by the Agreement subject to its bid or offer; and (b) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this Agreement. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

### **53.0 SPECIFICATIONS.**

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

### **54.0 INVOICING.**

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

- a. The CONTRACTOR shall not bill for any taxes unless accompanied by proof that the Treasurer is subject to the tax. If necessary, the CONTRACTOR may request the Treasurer's tax exemption number.
- b. The CONTRACTOR shall invoice at the completion of the Agreement unless invoicing is tied in the Agreement to milestones, deliverables, or other invoicing requirements agreed to in the Agreement.

### **55.0 SUBCONTRACTORS.**

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

### **56.0 CONTINUING COMPLIANCE.**

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

<< SIGNATURE PAGE FOLLOWS >>

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

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CONTRACTOR

By:

---

Signature

---

Name

---

Title

---

Date

DISCLOSURES  
 FINANCIAL INTEREST AND POTENTIAL CONFLICTS OF INTEREST  
 (Disclosure Form A)

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

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

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

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

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

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

Ownership exceeding 5%	( <input type="checkbox"/> )
Ownership value exceeding \$106,447.20	( <input type="checkbox"/> )
Distributive Income Share exceeding 5%	( <input type="checkbox"/> )
Distributive Income Share exceeding \$106,447.20	( <input type="checkbox"/> )

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

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

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

- Sec. 2. Disclosure of Potential Conflicts of Interest. For each of the individuals having the level of financial interest identified in Section 1 above, check “Yes” or “No” to indicate which, if any, of the following

potential conflicts of interest relationships apply. If “Yes,” please describe (use space under applicable section to explain your answers – attach additional pages as necessary).

- |    |  |              |             |
|----|--|--------------|-------------|
| a. | State employment, currently or in the previous 3 years, including contractual employment of services   | Yes<br>_____ | No<br>_____ |
| b. | State employment for spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.  | Yes<br>_____ | No<br>_____ |
| 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<br>_____ | No<br>_____ |
| d. | Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.   | Yes<br>_____ | No<br>_____ |
| 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<br>_____ | No<br>_____ |
| f. | Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.   | Yes<br>_____ | No<br>_____ |
| g. | Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.  | Yes<br>_____ | No<br>_____ |
| h. | Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.  | Yes<br>_____ | No<br>_____ |
| i. | Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee with either the Secretary of State or the Federal Board of Elections.   | Yes<br>_____ | No<br>_____ |
| j. | Relationship to anyone; spouse, father, mother, son, or daughter, who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of  | Yes<br>_____ | No<br>_____ |

State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

This disclosure is submitted on behalf of

\_\_\_\_\_

(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

Official authorized to sign on behalf of contractor/offeror:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Appendix B

### Minimum Mandatory Service Requirements

\_\_\_\_\_ (“Respondent Name”) attests that it can provide all Services described in Section III (“Services”) of the RFP. Respondent acknowledges that the Services are part of the mandatory requirements of the RFP. Respondent acknowledges that failure to attest to its ability to provide the Services may lead to disqualification. Notwithstanding the foregoing, a Respondent will not be disqualified solely for its response to Question 17 in Section V.B of the RFP if the Treasurer determines that any alternative options presented therein would meet all requirements of Section III of the RFP.

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

1. Answer Question 17, specifically with regard to “other processes or alternative options,” and
2. Attest to the Respondent’s ability to provide the Services.

Respondent is able to provide the Service described in RFP Section III.A.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.A.1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.A.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.A.3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.A.4.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.A.5.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.A.6.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.A.7.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.A.8.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.A.9.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.B.1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.B.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.B.3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.B.4.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Respondent is able to provide the Service described in RFP Section III.B.5.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.B.6.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.B.7.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.B.8.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.B.9.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.B.10.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.B.11.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.B.12.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.B.13.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.B.14.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.1.a.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.1.b.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.1.c.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.1.d.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.1.e.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.1.f.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.1.g.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.1.h.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.1.i.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.1.j.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.1.k.	Yes <input type="checkbox"/>	No <input type="checkbox"/>



Respondent is able to provide the Service described in RFP Section III. C.1.l.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.1.m.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.1.n.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.1.o.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.1.p.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.1.q.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.1.r.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.2.a,	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.2.b.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.2.c.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.d.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.d.1	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.d.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.d.3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.d.4.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.e.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.e.1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.e.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.e.3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.e.4.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.e.5.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Respondent is able to provide the Service described in RFP Section III.C.2.e.6.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.e.7.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.e.8.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.e.9.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.e.10.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.f.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.f.1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.f.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.f.3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.f.4.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.f.5.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.f.6.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.f.7.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.f.8.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.g.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.g.1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.g.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.g.3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.g.4.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.g.5.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.2.g.6.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Respondent is able to provide the Service described in RFP Section III.C.3.a.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.3.b.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.3.c.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.3.d.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.3.e.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.3.f.1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.3.f.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.3.f.3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.a.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.b.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.c.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.d.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.e.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.f.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.g.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.h.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.i.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.j.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.k.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.l.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.m.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Respondent is able to provide the Service described in RFP Section III. C.4.n.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.o.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.o.1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.o.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.o.3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.o.4.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.o.5.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.o.6.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.o.7.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.o.8.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.o.9.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.o.10.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.o.11.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. C.4.p.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.5.a.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.5.b	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.5.c	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.5.c.1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.5.c.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.5.c.3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.5.c.4.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Respondent is able to provide the Service described in RFP Section III.C.5.c.5.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.5.c.6.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.5.c.7.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.5.c.8.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.5.c.9	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.5.d.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.5.e.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.5.f.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.5.g.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.5.h.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.5.i.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.5.j.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.5.k.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.5.l.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.C.5.m.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.D.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.D.1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.D.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.D.3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.D.4.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.D.5.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Respondent is able to provide the Service described in RFP Section III.D.6.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.D,7.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.D.8.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.D.9.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.D.10.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.D.11.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.D.12.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.D.13.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.D.14.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.D.15.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.D.16.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.1.a.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.1.b.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.1.c.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.1.d.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.1.e.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.1.f.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.1.g.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.E.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Respondent is able to provide the Service described in RFP Section III. E.3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. E.4.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. E.5.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. E.6.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. E.7.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. E.8.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. E.8.a.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. E.8,b.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. E.8.c.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. E.8.d.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. E.8.e.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. E.8.f.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. E.8.g.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. E.8.h.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III E.8.i.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. E.8.k.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.F.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.F.1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.F.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.F.3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.F.4.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Respondent is able to provide the Service described in RFP Section III.F.5.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.F.6.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.F.7.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.F.8.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.F.9.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.F.10.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.F.11.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.F.12.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.F.13.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.F.14.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.F.15.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.F.16.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.F.17.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.F.18.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.F.19.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.F.20.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.G.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.G.1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.G.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.H.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.H.1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>



Respondent is able to provide the Service described in RFP Section III. H.1.a.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. H.1.b.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. H.1.c.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.H.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.H.3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.H.4.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.H.5.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.I.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.I.1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. I.1.a.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. I.1.b.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. I.1.c.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. I.1.d.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III. I.1.e.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.I.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.I.2.a.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.I.2.a.1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.I.2.a.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.I.2.a.3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.I.2.a.4.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.I.2.a.5.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Respondent is able to provide the Service described in RFP Section III.I.2.a.6.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.I.2.a.7.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.I.2.b.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.I.2.c.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.I.2,d.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.I.2.d.1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.I.2.d.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.I.2.d.3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.I.2.d.4.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.I.2.d.5.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.I.2.e.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.J.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.J.1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.J.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.J.3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.J.4.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.K.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.K.1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.K.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.K.3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.L.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Respondent is able to provide the Service described in RFP Section III.L.1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.L.2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.L.3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respondent is able to provide the Service described in RFP Section III.M.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

The following table is only for those Respondents answering Question 17. Please fill out the following for any Services that cannot be provided and describe the proposed alternative option or solution that would meet the relevant requirements.

Requirement	Alternative and Explanation for How Alternative Will Meet Requirement

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY (Respondent): \_\_\_\_\_

DATE: \_\_\_\_\_