



OFFICE OF THE ILLINOIS STATE TREASURER
MICHAEL W. FRERICHS

Request for Proposals
Marketing Services
370-800-24-025

May 23, 2024

Proposals due before 2:00 p.m. CT on June 26, 2024

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

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I. OVERVIEW

The Office of the Illinois State Treasurer (“Treasurer’s Office”) issues this Request for Proposals (“RFP”) to establish a marketing services contract (“Agreement”) that enables the Treasurer’s Office to obtain a variety of advertising, communications, marketing, and public relations services. This RFP seeks numerous resources on a temporary and project-specific term basis to supplement internal workloads and capabilities for advertising, communication, marketing, consulting, branding/advertising, strategic marketing, web/digital commerce design, traditional/digital media, public relations, and events from ideation to strategy development to execution.

To meet this need, and provide services to the Treasurer’s Office equivalent to a “full-service marketing agency,” firms responding to this RFP (“Respondents”) are strongly encouraged to partner and/or subcontract, as appropriate, with specialty firms, such as business/management consultancies, channel-specialist agencies (content, mobile, search, social), media agencies, design studios, public relations/public affairs firms, direct marketing agencies, content marketing agencies, branding agencies, and/or freelancers to perform the requested Services. Any such partnering or subcontracting proposed by Respondent must be identified in the Respondent’s response to this RFP (“Proposal”). The Treasurer’s Office seeks a comprehensive partnering/subcontractor arrangement that will provide the most extensive array of services needed to promote and increase participation in its programs. To that end, and in order to fulfill the diverse service categories and staffing resource requirements of this RFP, Respondents are also strongly encouraged to partner or subcontract with vendors certified by the State of Illinois as being owned by qualified veterans of the armed forces of the United States, qualified service-disabled veterans, minority persons, women, or persons with a disability, as those terms are defined in Section 30 of the State Treasurer Act, 15 ILCS 505/30. Projects resulting from this RFP will vary in duration, complexity, range, and cost as determined by the Treasurer’s Office.

Respondents with applicable expertise in one or more areas are encouraged to submit Proposals. While the Treasurer’s Office generally contemplates working with and through one successful Respondent (“Contractor”), the Treasurer’s Office reserves the right to award to multiple Respondents.

The breadth of the Treasurer’s Office’s programs and their impact extends beyond state lines. The Treasurer’s Office seeks to coordinate its external facing marketing efforts across all its programs and initiatives as well as across a large number of media platforms to better ensure consistent messages and interactions among the Treasurer’s Office, constituents, and program participants residing inside and outside Illinois.

The Treasurer’s Office seeks a Contractor with a successful record of implementing marketing campaigns that both increase program awareness and participation. Government experience is not required, but experience with Business to Business and Business to Consumer (“B2B” and “B2C,” respectively) audiences is. More importantly, the Contractor should possess experience employing an array of marketing tactics, which it consistently measures against agreed to key performance indicators, and be agile enough to pivot and redirect resources, to ensure the responsible, effective, and efficient use of state funds. Those integrated marketing efforts, should include tactics executed across traditional media, earned media, paid media and through trade organizations whose members will benefit from learning about the Treasurer’s Office’s programs.

The Contractor must have expertise creating and executing an overall marketing strategy and subordinate campaigns for a multi-faceted organization. Experience should include message development, advertising campaigns for television, radio, digital and print publications; orchestrating and supporting the management of paid and earned media events, as well as constituent-facing events that promote the Treasurer's Office. Subject to prior approval of the Treasurer's Office, the Contractor shall also be responsible for the purchase of all paid advertising, sponsored content, and event sponsorships, the costs for which the Treasurer's Office will reimburse the Contractor provided Contractor provides support for the actual costs satisfactory to the Treasurer's Office ("Pass-Through Costs"). No markup is allowed on any Pass-Through Costs; rather, the Contractor is expected to only incur profit on identified services and resources as identified in the Monthly Retainer described herein and included in its Proposal. Examples of potential Pass-Through Costs include but are not limited to the following: media advertising (online and offline) purchases, one-time specialty resources, one-time goods and services, project/campaign specific specialized hardware or software, specialized or project/campaign specific printing cost, and short message service ("SMS") or text messaging services.

The Contractor must also be available for regular virtual and periodic in-person meetings, as well as travel throughout Illinois. At the time Respondent submits its Proposal, or prior to that time, if required by law, Respondent must have all required experience, facilities, equipment, and trained personnel necessary to perform the work specified in this RFP. Finally, the Contractor must have a minimum of five (5) years of experience performing services that are considered identical or similar in nature to the services being sought by this RFP.

The Contractor shall enter into the Agreement for an initial term of three (3) years. Upon expiration of this term, the Treasurer's Office may elect to extend the Agreement for a period of time agreed upon by the parties, not to exceed a total of ten (10) years, including the initial three (3) years. The Treasurer's Office seeks to begin this Agreement no later than September 2, 2024.

II. BACKGROUND

The Treasurer's Office's foremost constitutional responsibility is to serve as the state's Chief Investment Officer. The Treasurer's Office administers an array of programs that span from birth through retirement; respective constituencies include residents, business owners, farmers, first time home buyers, nonprofits, government financial managers, teachers, students, and more. The Treasurer's Office's savings programs support post-secondary education as well as savings for the disabled and for retirement. Additional programs are self-funded or derive revenue through the state's investment portfolio to support entrepreneurship, provide agricultural loans, and increase local government efficiencies through the Treasurer's Office's financial management services and expertise.

The Treasurer's Office employs approximately 200 staff, primarily in Springfield and Chicago. It traditionally introduces an innovative legislative agenda; recent legislation includes the first in the nation state administered employee retirement program, and expansion and improvement of

existing programs that increase participation, like the First Steps program, which provides a \$50 deposit into Illinois 529 accounts for babies born after January 1, 2023.

Marketing and Communication

The Treasurer's Office's main website is www.illinoistreasurer.gov; it receives more than 3.5 million visitors annually, the majority of whom are seeking information about unclaimed property and consequently exit the main website property to visit a standalone I-Cash site (icash.illinoistreasurer.gov).

The Treasurer's Office hosts an additional four website properties for programs managed in concert with internal and external program managers. The Treasurer's Office seeks a better understanding of the user experience to improve the journeys between site properties, which will inform the creation and execution of future marketing efforts.

Mediums through which the Treasurer's Office has marketed programs include digital advertising (search, display and social), radio, print, television, billboards, events, and e-newsletters. The Treasurer's Office has partnered with nonprofits for events that connect constituents with its programs. The Treasurer's Office has run telephone marathons for unclaimed property. The Treasurer's Office employs a civic engagement team that attends more than 250 events annually, from libraries to park districts to trade shows, to connect with constituents.

The Treasurer's Office currently communicates weekly through an emailed newsletter, which has more than 2 million subscribers. The newsletter is the Treasurer's Office's main communication vehicle, through which the Treasurer's Office weds life experience, civic duties, and program news to enhance constituents' awareness of its programs and improve the understanding of the office and the role of state government.

The Treasurer's Office employs a communications and marketing team. Team members are experienced in media relations, integrated marketing strategies, social media, email campaigns, strategic partnerships, customer journeys, public affairs, corporate design, fundraising, promotion, and design. The Treasurer's Office's College Savings, Secure Choice and Achieving a Better Life Experience ("ABLE") programs employ external program managers, which may, in turn, subcontract external marketing agencies. Those respective efforts and corresponding budgets are excluded from this RFP; however, the Contractor will be expected to integrate future efforts with those programs and their program managers and subcontractors.

One of the most recognized programs in the Treasurer's Office is unclaimed property, better known as "I-Cash" or "missing money." With \$3.5 billion in unclaimed property, one in four Illinois adults who search the I-Cash database discovers property to claim, and the average claim is \$1,000. Under Illinois statute, the Treasurer's Office also publishes newspaper legal notices to notify the public of unclaimed property, titled "Notice of Names of Persons Appearing to be Owners of Abandoned Property." Regarding such legal notices, the Treasurer's Office seeks creative ideas to connect more individuals with unclaimed property, including claimant testimonials that can amplify the program.

Through the I-Cash program hundreds of thousands of people each year discover and claim funds from old bank accounts, uncashed paychecks, unpaid life insurance benefits, and other forms of unclaimed property.

The Treasurer's Office is seeking a State Fiscal Year (June 30 - July 1) 2025 budget of \$1.5 million for all appropriated services rendered under external marketing professional services, including reimbursements for paid advertising purchased by the Contractor at the Treasurer's Office's request. The total cost of marketing under the Agreement resulting from this RFP cannot exceed \$4.5 million by September 1, 2027, including reimbursements for paid advertising.

The Treasurer's Office is open to each Respondent's strategy on how it will deploy funds. After Respondents' review of programs, Respondents are welcome to propose rebranding of the Treasurer's Office, individual programs, and its digital properties. Excluding fund managers and external marketing contractors, for contextual awareness, the current email marketing platform is \$80,000 annually, the legally required advertising for unclaimed property costs approximately \$200,000 annually, and approximately \$600,000 is expended on digital advertising strategies annually.

A. The Treasurer's Office's Divisions

The Treasurer's Office actively manages a portfolio of approximately \$60 billion. The investment approach is cautious to ensure the preservation of principal, but the investment returns are significant. More detailed information about the Treasurer's Office's programs can be found at its website. What follows is a broad description of the relevant divisions of the Treasurer's Office and the respective programs administered by those divisions:

Unclaimed Property includes items such as lost bank accounts, insurance policy proceeds, and forgotten safe deposit boxes. The Treasurer's Office is the custodian of unclaimed property and administers I-Cash, State Auctions, Money Match, and Purple Hearts.

State Investments, Banking and Finance manages a portfolio with more than \$30 billion, whose objective is to ensure the safety of principal, liquidity, diversification, return on investment, and to support community development efforts.

The Illinois Public Treasurers' Investment Pool, called The Illinois Funds, is a local government investment pool for state and local government agencies. The Treasurer's Office has created exceptional electronic cash management payment services for those entities through the ePAY program.

Public Market Investments is responsible for overseeing approximately \$20 billion of the externally-managed portfolios and investment funds, including, but not limited to, the 529 College Savings Programs, Illinois Secure Choice Retirement Savings Program, and Illinois ABLE Savings Program. The Division of Public Market Investments is also responsible for the sourcing, selection, assessment, diligence, and integration of sustainability factors for all prospective and current investment managers.

Alternative Investments monitors externally-managed investment funds within the investment vehicles of the Treasurer’s Office, including, but not limited to, the Illinois Growth and Innovation Fund (“ILGIF”), Student Empowerment Fund, and the FIRST Fund which makes investments in infrastructure. The Division of Alternative Investments is responsible for the diligence, assessment, deal sourcing, selection, and integration of sustainability factors for all prospective and current investments with fund managers.

Charitable Trust Stabilization Grants help small non-profits across Illinois. This program derives its revenue from the filing fees not-for-profit organizations pay to incorporate with the State of Illinois. The program is funded by non-profits and exists to support non-profits.

Financial Literacy and Education is central to the mission of the Treasurer’s Office and includes programs that support teachers and individuals. Money Minded Illinois is a free financial literacy program for all Illinois teachers, and the Financial Wellness Hub provides individuals on demand tools and resources including articles, videos, webinars, and access to certified finance coaches.

B. The Treasurer’s Office’s Programs

I-Cash

The Treasurer is the custodian of unclaimed property, which includes items such as uncashed checks, lost bank accounts, insurance policy proceeds, and forgotten safe deposit boxes. Items are surrendered after business associations attempted for at least three years to locate the owners. Because hundreds of thousands of items are surrendered each year, residents should check the I-Cash database every six months. Businesses, non-profits, and units of local government also can have unclaimed property to claim from the database.

College Savings

The Treasurer is the trustee of the State of Illinois’ 529 college savings plans: Bright Start and Bright Directions. The plans are “qualified tuition programs” under Section 529 of the Internal Revenue Code. Contributions to Bright Start and Bright Directions grow on a tax-deferred basis while in the plan and can be withdrawn tax-free for qualified higher education expenses. Qualified higher education expenses include tuition, fees, books, supplies, room and board (if enrolled at least half time), and computers, equipment required for enrollment.

Illinois First Steps

The Illinois First Steps program seeks to encourage parents to start saving for their child’s education earlier through an Illinois 529 college savings plan. Children born or adopted on or after January 1, 2023, with parents who are residents of Illinois can receive a \$50 seed deposit through Bright Start or Bright Directions for their future college, technical, or apprenticeship education. Parents or legal guardians must claim the \$50 seed deposit from Illinois First Steps before the child’s 10th birthday.

Illinois Achieving a Better Life Experience Program (“IL ABLE”)

IL ABLE is a federally tax-advantaged savings program that allows eligible individuals to save for disability-related expenses without jeopardizing their federal disability benefits. Like the College Savings programs, IL ABLE allows money to be set aside and invested to grow and be used tax-free for qualified disability expenses. To qualify for an IL ABLE account, the account owner must

have a disability (i.e., be entitled to benefits based on blindness or disability under Title II or XVI of the Social Security Act, or have a “disability certification” filed with the Treasury Secretary) and have that developed the disability before the age of 26 (age will be increased to 46 in 2025).

Illinois Secure Choice

The Illinois Secure Choice Program (“Secure Choice”) is a retirement savings program that provides an easy way for Illinois private-sector employees to save at work by contributing to an Individual Retirement Account (“IRA”) through payroll deduction. Employee participation is completely voluntary, and employees can opt out at any time. The Illinois Secure Choice Savings Program Act, 820 ILCS 80/1 *et seq.* (“Act”), requires businesses with at least 25 Illinois employees, and that have been in business for two or more years, and who do not currently provide a qualified retirement savings plan, to either sponsor their own qualified retirement plan or facilitate participation in Secure Choice. However, employees may opt-out of the program. The Act creates a seven-person Board, responsible for implementing and overseeing the management of Secure Choice, with the Illinois State Treasurer designated as the Chair and the Treasurer’s Office as the administering agency for Secure Choice’s administrative fund.

Ag Invest

The Illinois agriculture industry employs one in four Illinoisans, either directly or indirectly. For more than 40 years, the Treasurer’s Office has been providing opportunities for Illinois farmers through the Ag Invest program. Through this program, the Treasurer’s Office partners with approved financial institutions to provide qualified farmers and agriculture professionals reduced interest rate loans to start, expand, or add value to their farm operations. By offering reduced interest rate loans, the Treasurer’s Office aims to lower the overall cost of improving a farm or related value-added business. The loans provided by the financial institution can be used for the purchase of farm equipment, purchase of land, construction-related expenses, or other costs related to conventional, sustainable, or value-added farming.

Business Invest – Community Uplift Program

Business Invest – Community Uplift Program (CUP) offers qualified financial institutions that operate in designated areas (i.e. Illinois Enterprise Zones, Opportunity Zones, Low-Income Communities) access to State impact investment capital at a lower rate, in the form of a time deposit. This gives community banks, local credit unions, and savings and loan institutions in areas in need of economic development access to additional financial resources, which positions them to increase lending efforts to businesses and spur economic activity.

Community Invest – Opportunity Illinois

Community Invest – Opportunity Illinois is a consumer-focused loan program. The program offers qualified financial institutions that operate in designated areas (i.e. Illinois Enterprise Zones, Opportunity Zones, Low-Income Communities) access to State impact investment capital at a lower rate, in the form of a time deposit. This gives community banks, local credit unions, and savings and loan institutions in areas in need of economic development access to additional financial resources, which positions them to increase lending efforts to individuals and spur economic activity.

Community Invest – Cannabis Banking Services Program

Community Invest – Cannabis Banking Services Program is a community development program that offers qualified banks and credit unions access to state impact investment capital at a lower rate, in the form of time deposits. This gives banks and local credit unions additional financial resources to support the implementation or expansion of basic banking services to legal cannabis-related businesses in Illinois. In turn, this allows cannabis-related businesses, their employees and the ancillary businesses that support them to: (1) make deposits; (2) write checks; (3) enable payroll; (4) permit electronic payments; (5) conduct other related banking services to facilitate cash deposits and the payment of taxes, fees and other charges; and (6) execute a number of banking activities promptly and accurately. Furthermore, this also promotes fraud deterrence, anti-money laundering efforts, and decreased danger of crime or other loss made possible by the possession of significant amounts of cash on business premises.

ePAY

The ePAY program was established in 2002 as a full-service electronic payment program specifically designed for units of state and local government in Illinois so they can quickly and securely receive monies through convenient, customizable payment channels. As of March 2024, there are 527 participants such as cities, villages, and school and park districts in the ePAY program.

The Illinois Funds

The Illinois Funds is a local government investment pool, established in 1975, operated by the Treasurer’s Office to provide units of state and local government with a safe, liquid, and competitive investment alternative, pursuant to Section 17 of the State Treasurer Act (15 ILCS 505). As of March 2024, there are more than 1,300 participants. The Illinois Funds’ investment objectives are the following, in order of priority: (1) safety of principal; (2) maintaining sufficient liquidity to ensure that investors have immediate access to funds; and (3) providing a competitive rate of return relative to comparable investment options.

Charitable Trust

The Charitable Trust Stabilization Fund (“Fund”) was created in 2007 to help small non-profits across Illinois. Money for the Fund comes from the filing fees not-for-profit organizations pay to incorporate with the State of Illinois. The program is funded by non-profits and exists to support non-profits. Charitable Trust is intended to help small non-profits with annual budgets of \$1 million or less. Grant applicants located in an area where pervasive poverty, unemployment, and economic distress exist will be given special attention. The Treasurer and the Treasurer’s Office work with an 11-member committee that oversees the management and guidelines of the Fund. The committee is made up of appointees from state government agencies and private citizens.

Illinois Growth and Innovation Fund

The Illinois Growth and Innovation Fund is an evergreen, \$1.5 billion impact investment fund that invests in ways to attract, assist, and retain quality technology-enabled businesses in Illinois. This is accomplished through making targeted investments with venture capital, growth equity, and private credit funds that invest in Illinois technology-enabled businesses. The primary objectives of the Illinois Growth and Innovation Fund are to drive returns, spur economic development in Illinois, and foster a more diverse and inclusive venture capital ecosystem in the state.

FIRST Fund

The FIRST Fund will make targeted infrastructure and real estate investments with a specific regional focus on Illinois. The FIRST Fund is operated pursuant to the Infrastructure Development Act, which was intended to address the need for investment within the state of Illinois. The Treasurer's Office may allocate up to 5%, approximately \$1.5 billion, of the State portfolio to invest in, create, and maintain infrastructure and real estate assets within the state through Illinois infrastructure development firms. Projects may include economic and social infrastructure including land, buildings, transportation, renewable energy, schools, healthcare, and other real assets.

Student Empowerment Fund

The Illinois Student Investment Account, also called the Student Empowerment Fund aims to help lower the cost of education for Illinoisans who are attending or have attended institutions of higher education in the state. In 2019, the Illinois General Assembly passed the Student Investment Account Act (110 ILCS 991), which allows the Treasurer's Office to invest up to 5% of the State's Investment Portfolio, approximately \$1.5 billion, in education loans, loan products, or to facilitate arrangements between eligible lenders and borrowers to help Illinois residents finance higher education expenses. The Student Empowerment Fund does not seek to compete with or replace the Federal Direct student loan program, rather, it seeks to provide competitively priced private student loan options for students seeking to fill a financing gap or to refinance existing student loans at a lower rate.

Financial Education

The Treasurer's Office's goal is to ensure all individuals across our state meet current and ongoing financial obligations, feel secure in their financial future, and make sound financial decisions that will lead toward financial independence. The Money Minded Illinois program provides free financial literacy curriculum to teachers and school districts. Money Minded Illinois's curriculum was written to meet Illinois State Board of Education Social Studies standards and is available by grade level for first grade through middle school. The Illinois Financial Wellness Hub is an online platform that provides free personal finance resources to adults and high school and college students. The platform includes on-demand tools and courses on a variety of topics to meet the needs of all income levels and stages of life.

C. Program Managers and Marketing Firm Subcontractors

The College Savings, ABLE, ePAY, and Illinois Secure Choice programs currently have or will have contracted with program managers that sub-contract with other marketing firms. More information about these and other programs are available at www.illinoistreasurer.gov.

III. SCOPE OF WORK

As requested by the Treasurer's Office, the Contractor shall provide the services set forth in this Section III in accordance with all applicable law, rules, regulations and policies (collectively, the "Services"):

- A. Develop an annual marketing plan (“Annual Plan”) that comprehensively covers all steps, including, as applicable, ideation, creation, execution, analysis, recommendations, abandonment, configuration, redesign and redeployment. The Annual Plan should include the following and, subject to Treasurer’s Office approval, will be carried out by the Contractor:
1. An integrated plan for all programs requested by the Treasurer’s Office including illustration of how the plan will be sustained over time and sync and comply with statutory, regulatory, or Treasurer’s Office-imposed deadlines and requirements.
 2. Program-aligned events, identifying which events will be embedded in the overall office marketing strategy, or a marketing strategy for any individual programs. This includes sponsorship negotiation, contract execution, coordination of staffing (if applicable), identification and/or design of collateral, inclusion of logos and taglines approved by the Treasurer’s Office and any digital assets required as part of the sponsorship or event.
 3. Utilization of predictive analytics and modeling to gain insights into program participants for the purpose of campaign design, and creation and testing of effective marketing messages for various program participants.
- B. Increase and maximize Illinois residents’ awareness of specific programs and initiatives of the Treasurer’s Office.
- C. Complete any individual marketing campaigns requested by the Treasurer’s Office in accordance with the following requirements:
1. Work with the Treasurer to create, evaluate and update a marketing plan (the “Campaign Marketing Plan”), which the Treasurer’s Office will review and approve prior to Contractor implementing the Campaign Marketing Plan.
 2. Ensure Treasurer’s Office review and approval of any proposed marketing expenditures including Pass-Through Costs, as defined below, with the Treasurer’s Office retaining ultimate control over the content of any marketing materials. Contractor shall not finalize, distribute or otherwise use any materials in carrying out a Campaign Marketing Plan (the “Program Materials”) until such Program Materials have been approved in accordance with this Section, it being understood that the Treasurer’s Office has ultimate control over the content of all Program Materials. Contractor shall work with the Treasurer on the development of Program Materials and Contractor shall submit all Program Materials to the Treasurer’s Office for written approval prior to finalizing such Program Materials. All Program Materials submitted will be developed in a format that is reasonably consistent with the publications of the Treasurer’s Office. Letterhead on any Program Materials will be the letterhead of the Treasurer’s Office or the relevant program rather than that of Contractor.
 3. Contractor shall compile, prepare, and provide to the Treasurer’s Office, within ten (10) working days immediately following the end of each campaign, a report of the marketing activities of Contractor during the campaign, which report shall be in form

and substance as approved by the Treasurer's Office. Contractor shall provide a written evaluation of ongoing and completed marketing efforts within ten (10) working days of each such campaign.

- D. Present to the Treasurer's Office and carry out as approved by the Treasurer's Office strategic partnership opportunities in support of general program marketing as well as specific programs.
- E. Produce and update, as requested by and in concert with the Treasurer's Office, brand and style guides to ensure brand integrity and consistency across channels.
- F. Employ (directly or through a subcontractor) creative talent.
- G. Provide and administer an email marketing platform with the following features: (1) capacity for more than 2 million contacts and segmented audiences, (2) ability to support a weekly newsletter and year-round programmatic emails. Maintain expertise in best practices, replicating email content through additional channels for amplification, email marketing campaigns, segmentation, journeys, and management of customer relationship software including Salesforce, which is currently utilized by the Treasurer's Office. Maintain lists as appropriate, including but not limited to deliverability monitoring, managing bounced emails and unsubscribers, double opt-in implementation, and welcome series setup.
- H. Incorporate targeted marketing and direct-mail lists to maximize the impact of campaigns, including print material which may be heavily integrated with web-based material.
- I. Build and implement digital campaigns to target all keywords for a broad match (i.e., based on search queries, build phrase to capture exact match and negative keyword ad groups). As requested by the Treasurer's Office, provide daily monitoring and adjusting of search advertisements.
- J. Use Google analytics and available measurement tools to understand the user experience on all of the Treasurer's Office's digital properties to create seamless journeys that result in achieving programmatic goals.
- K. Produce broadcast, print, and multi-media marketing initiatives, including ensuring the Treasurer's Office's unclaimed property division publishes in appropriate newspapers the "Notice of Names of Persons Appearing to be Owners of Abandoned Property" as required by Section 12 of the Uniform Disposition of Unclaimed Property Act (765 ILCS 1025), and any further marketing to specifically target those owners who need to file claims.
- L. Plan for online advertising campaigns through, but not limited to, airtime with television and radio, such platforms as Google AdSense (Google's content network), social media/network platforms including, but not limited to, Facebook, YouTube, Twitter, Snapchat, Instagram, LinkedIn and others as applicable, streaming music networks (e.g., Spotify, Pandora) as well as applicable proprietary and other non-proprietary online advertising networks ("Pass-Through Costs"). Subject to Treasurer's Office prior approval, the Contractor will plan, buy, execute, measure and optimize campaigns based on performance.

- M. . Provide the Treasurer’s Office support for the actual Pass-Through Costs that is satisfactory to the Treasurer’s Office. Negotiate, coordinating with the Treasurer’s Office as needed, media-related buys with offline media such as television, newspaper, radio, and other media outlets to determine the best price, and time slots. Approved Pass-Through Costs will be reimbursed by the Treasurer’s Office.
- N. Offer recommendations for strategic placement of advertisements included herein or otherwise as Pass-Through Costs as well as follow-up analysis on reach and overall effectiveness of the advertising campaign.
- O. Regularly incorporate search engine optimization in all strategies, and related copy. Use web search engine-based digital tactics to reach prospects where they are actively searching for information.
- P. Incorporate complementary public affairs efforts or strategies when requested by the Treasurer’s Office.
- Q. Support and, as agreed upon by the parties, host or facilitate all or part of Treasurer’s Office’s events intended to market Treasurer’s Office Programs. Approved event expenditures will be reimbursed by the Treasurer’s Office.
- R. Coordinate with any separate marketing firms and service providers for Treasurer’s Office programs that may have third-party vendors providing marketing services, which may include but is not limited to ABLE, college savings, ePAY and Secure Choice.

IV. PROPOSAL

A. Proposal Format

1. Cover Page – The cover page shall provide the name, physical address, email address, and telephone number of the person(s) available for contact regarding the Proposal. Such person(s) must be authorized to make representations on behalf of the Respondent.
2. Table of Contents – Please list the sections in Respondent’s Proposal and the corresponding page numbers.
3. Introduction – Include any introductory remarks, not to exceed three (3) pages, as deemed appropriate. Outline the Respondent’s background, experience, specifically in government, B2B and B2C, unique capabilities, management, facilities, staffing, related experience, and financial stability.
4. Scope of Work – Respondent shall provide a brief five (5) page narrative, describing the general conceptual approach it would take to provide the Services and any other relevant information. Emphasis should be on clarity, brevity, and completeness of the response.

5. Answers to Questions – Respondent must respond to all the questions presented in Section IV.B of this RFP. Respondent’s answers must include the headings (e.g. “Background”) and be numbered in the order provided in Section IV.B.
6. Service Team – Provide an organizational chart, roles, biographies, and resumes for the proposed Service team, including research staff and support staff. Please identify the primary contact person.
7. Subcontractors – Provide a list of the subcontractor(s) Respondent will use for the Services, if any, and the general type of work to be performed by each subcontractor.
8. State Certifications and Disclosures – Respondent and any subcontractor(s) must submit the following three (3) fully executed documents: Illinois State Treasurer Certifications, Disclosures Financial Interest and Potential Conflicts of Interest (Disclosure Form A), and the Disclosures Other Contract and Procurement Related Information (Disclosure Form B).
9. Cost Proposal – Respondent’s price (“Cost Proposal”) shall be provided in a separately sealed envelope. The required elements of the Cost Proposal are provided in Section IV.C of this RFP.
10. Redacted Copy – If the Proposal contains any information that Respondent considers to be exempt from public disclosure under the Illinois Freedom of Information Act (“FOIA”) (5 ILCS 140) or other applicable laws and rules, Respondent should submit in a separately sealed envelope an additional copy of the Proposal with proposed confidential information redacted, as detailed in Section V.E.10 of this RFP (“Redacted Copy”). If the Proposal is submitted via email, any Redacted Copy must be submitted as a separate attachment.

Proposals submitted in hard-copy form must be submitted in a sealed envelope or package bearing the title “Marketing Services Proposal 370-800-24-025 for the Office of the Illinois State Treasurer” and the Respondent’s name and address. The package must include one (1) original and seven (7) copies of the Proposal. A separate envelope must contain one (1) original and seven (7) 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

Respondents shall provide answers to the following questions:

Marketing Plan

1. Please refer to Section IV.A.4 of this RFP and provide the recommended approach to accomplish the types of services specified in this RFP.

2. Provide a recommended marketing plan for the year July 1, 2024 through June 30, 2025 including overall strategy that includes details on the proposed methods used to plan, develop, and execute campaigns. This plan must also include details on SMART (specific, measurable, attainable, realistic, and time-based) goals and measurable outcomes, conceptual planning through completion (including timeframes), recommended media buy plan (TV, radio, online), and supporting documentation for recommended media outlets. As a general guide, please note that the Treasurer's Office anticipates overall dedicated marketing budgets of \$1.5 million annually. Provide evidence of proven understanding of developing awareness, engagement, and activation campaigns for broad and niche audiences.
3. Past strategies should be used to illustrate advertising and digital strategies, public relations, outreach to strategic partners, and editorial placement. Discuss and provide evidence of:
 - a. Expertise in email marketing platform(s), specifically for audiences of more than two million, including segmentation, and staff responsible for management and execution of email.
 - b. Public awareness tactics that complement marketing strategies, including op/ed placement, earned media and sponsored content.
 - c. Positive public relations campaigns
 - d. Crisis management with traditional media and social channels.
 - e. Strong copywriting staffing and illustrate how those skills were used to build personas.
 - f. Audience engagement and media measurement.
 - g. Efficacy of marketing strategies.
 - h. Expertise in Search Engine Optimization.
 - i. Samples of quarterly and annual client reports.
 - j. Not required, but welcomed, lessons or data that influenced a marketing strategy(ies).
 - k. Describe how you will incorporate artificial intelligence to create efficiencies in copywriting, identifying audiences, developing personas, and content and copy applicable across all channels.

Background and Experience

4. Provide a brief overview of the Respondent. Describe Respondent's corporate structure, including holding and parent companies, corporate affiliates, its legal form, and all locations.

5. Has Respondent been a party to any lawsuit from January 1, 2015, to present? If so, please provide a detailed explanation.
6. Describe any changes in Respondent's ownership or management structure since January 1, 2015. Will these changes have any impact on Respondent's ability to provide the Services during the expected term of the Agreement?
7. Please provide a list of previous and current clients or accounts for which Respondent provided or is providing services that are similar in nature to the Services, including details regarding the campaign development process, work performed, execution and media planning, links or hard-copy examples of media (campaign materials, video, social media sites), and details of the impact, reach and outcomes of the campaign(s).
8. Does Respondent currently have or has Respondent had in the past ten (10) years any contracts that contain services similar to the Services with respect to size, scope, and complexity? For each contract, provide the following information:
 - a. The entity for which Respondent is providing or has provided services and a brief description of such entity.
 - b. The contract term; and
 - c. A description of the services Respondent is providing or has provided under the contract.
9. Detail past efforts to reach target messages to demographic segments to help achieve the campaign goals.
10. Detail past efforts to successfully, and aggressively where necessary, negotiate price and sponsorships.
11. Please refer to Section IV.A.6 of this RFP and identify and include the resume of the proposed project manager with experience working on marketing campaigns for programs similar to those described in this RFP. Please include experience of the firm, describe staff knowledge, experience, and ability to perform the scope of services.
12. Please refer to Section IV.A.6 of this RFP and provide an organizational chart showing all professional and support staff to be used on a contract awarded from this RFP. Submit a staffing plan which clearly illustrates the key elements of the organizational structure proposed to accomplish the work of the contract.
13. Identify any and all other resources that will be utilized in completing project tasks, such as ratings and research firms.
14. Please provide a summary of any unique expertise, products, or services that would assist Respondent in performing the Services.

15. Please provide contact information for four (4) client references from established private firms or government agencies, (two (2) private and two (2) government preferred) other than the Treasurer's Office, that can attest to the Respondent's experience and ability to perform the Services. References must be entities to which Respondent provided services most similar to the Services.

Diversity

As set forth in Section 30 of the State Treasurer Act, 15 ILCS 505/30, it is an aspirational goal of the Treasurer's Office 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.

16. Please confirm whether Respondent is at least fifty-one percent (51%) owned by MWVD Persons. Please cite with supporting data, including the number and percentage of the Respondent's owners who are MWVD persons. Note if Respondent has submitted an EEO-1 report in the last year, Respondent may at its discretion provide the information in its EEO-1 report to supplement the response to this question.
17. Please confirm whether Respondent is under the control of MWVD Persons. Please cite with supporting data. Please provide the number and percentage of the Respondent's owners who are MWVD persons. Note if Respondent has submitted an EEO-1 report in the last year, Respondent may at its discretion provide the information in its EEO-1 report to supplement the response to this question.
18. What percentage, if any, of Respondent's own proposed fees does Respondent intend to subcontract to firms that are owned or under the control of MWVD Persons? Respondents shall not provide dollars, but rather only a percentage, in response to this question.
19. For the next four questions regarding Respondent's leadership and workforce, all responses must include supporting data. If Respondent has submitted an EEO-1 report in the last year, Respondent may at its discretion provide the information in its EEO-1 report to supplement its responses:
 - i. If publicly owned, please provide (i) the total number of members on the Respondent's board of directors and (ii) the number of members on the Respondent's board of directors who are MWVD Persons.

- ii. Please provide the number and percentage of Respondent's senior leaders (e.g., partners, executive officers, managing directors, etc.) who are MWVD Persons. Note that senior leaders are considered those who create strategies and plans for the entire organization to follow, communicating directly with the board of directors or are within two reporting levels to the CEO on the Respondent's official organizational chart.
 - iii. Please provide the number and percentage of Respondent's professional staff who are MWVD Persons. Note that professional staff are considered those who maintain a bachelor's degree or certification or are first/mid-level officials and managers that report to executive/senior leaders or middle managers.
 - iv. Please provide the number and percentage of Respondent's full-time, U.S. workforce employees who are MWVD Persons.
20. 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.
21. Please describe any policies, programs, or activities Respondent administers to promote equity, diversity, and inclusion both within the Respondent's organization and the community. Please note any targets, benchmarks, or performance metrics that substantiate this work.

Corporate Responsibility – Environmental, Social and Governance Practices

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

Illinois Presence

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

28. Please describe what presence the Respondent has in the State of Illinois. Such “presence” can be demonstrated by noting (a) the number and (b) the percentage of the 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.
29. Using the definition provided above, what percentage of the Respondent’s subcontractors for this project, if any, have an Illinois presence?
30. Please note whether the Respondent has any plans to locate staff or hire additional staff in the State of Illinois. Please provide supporting data.

C. Cost Proposal

Please submit a cost proposal in the format attached hereto as Appendix A, which shall include the following items:

1. Please include an anticipated monthly Email Marketing Platform Cost for the platform outlined in Section III.G of this RFP.
2. Please include a cost for Unclaimed Property Newspaper Notices as those Notices are described in Section III.K of this RFP.
3. Please include anticipated media buys as outlined in Section III.M of this RFP. For the avoidance of doubt, the Treasurer’s Office will reimburse the Contractor for such costs provided Contractor provides support for the actual Pass-Through Costs satisfactory to the Treasurer’s Office.
4. Please include a Monthly Retainer cost to include all other Services outlined in Section III of this RFP.

V. RFP SCHEDULE AND PROCESS

This Section provides the schedule and process for this RFP.

A. RFP Schedule

The following is the schedule for this RFP:

Date	Event
May 23, 2024	RFP published on the Treasurer’s Office’s website.
May 29, 2024	Notice of intent to attend Optional Bidder’s Conference due before 11:00 a.m. CT.
May 30, 2024	Optional Bidder’s Conference at 2:30 p.m. CT.
June 3, 2024	All Respondent questions due before 10:00 a.m. CT.

June 10, 2024	Responses to all questions posted on the Treasurer’s Office’s website
June 26, 2024	Proposals due before 2:00 p.m. CT.
Week of July 29, 2024	Interviews and site visits, if any, with final candidates.
Week of August 5, 2024	If applicable, best, and final offer due
Week of August 5, 2024	Notification of award and begin negotiation of Agreement.

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

B. Contact Information

The Treasurer’s Office’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 email to the CPO, Chris Flynn, at cflynn@illinoistreasurer.gov before 10:00 a.m. CT on June 3, 2024.

C. Optional Bidder’s Conference

If a Respondent intends to participate in the Optional Bidder’s Conference, Respondent must email the CPO (cflynn@illinoistreasurer.gov) notice of intent to participate by 11:00 a.m. CT on May 29, 2024. Participation by telephone is acceptable. The Bidder’s Conference shall be on May 30, 2024, at 2:30 p.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 “Request for Proposals Marketing Services 370-800-24-025 for the Office of the Illinois State Treasurer” shown on the front of the envelope or package, along with the Respondent’s name and address.

All Proposals must be submitted by mail or messenger to the following address, before 2:00 p.m. CT on June 26, 2024:

Mr. Chris Flynn
 Chief Procurement Officer
 One East Old State Capitol Plaza
 Springfield, IL 62701
 Telephone: 217.208.2001

Proposals will be opened publicly, via livestream only, at 2:00 p.m. CT on June 26, 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 email the following to

MarketingRFP@illinoistreasurer.gov:

- a. name of contact person
- b. business name and business address
- c. email 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 Office's version, the Treasurer's Office's version shall prevail.

E RFP Process

1. RFP Contact

The Treasurer's Office's CPO is the sole point of contact concerning this RFP. Respondents should submit questions about the intent or content of this RFP and request clarification of any and all procedures used for this procurement prior to 10:00 a.m. CT on June 3, 2024.

2. Internet/Email Communications

The Treasurer's Office may also communicate with Respondents via email. Each Respondent should provide an email address with its response for ease of communication throughout this RFP process.

3. Oral Communications

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

4. Amendments

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

5. Respondent's Costs

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

6. Withdrawal of Proposal

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

7. Modification of Proposal

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

8. Proposal is a firm offer

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

9. Proposal is State Property

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

10. Proposal is Part of a Public Procurement File

All Proposals received by the Treasurer's Office will be open to the public, though a Respondent may request that the Treasurer's Office 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 Office's legal obligations under FOIA. The Treasurer's Office 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.

11. Encouragement Regarding Hiring

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

12. CPO May Cancel RFP

If the CPO determines that it is in the Treasurer's Office'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's Office reserves the right to request additional information and to meet with representatives of Respondent to discuss their Proposals.

VI. EVALUATION PROCESS AND CRITERIA

This Section explains how the Treasurer’s Office will evaluate the Proposals.

A. Mandatory Requirements

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

1. Submit Proposal and accompanying Cost Proposal before 2:00 p.m. CT on June 26, 2024;
2. In Respondent’s Proposal, provide all of the sections and the information required for each section as set forth in Section IV.A of this RFP;
3. Provide the Cost Proposal in a separately sealed envelope and on a separate electronic storage device, or, if the Proposal is submitted via email, as a separate attachment;
4. Be authorized to transact business in Illinois for all of the Services;
5. Be an established marketing firm with all required experience, equipment, and trained personnel necessary to perform the work as specified in this RFP at the time of this RFP. The Treasurer’s Office reserves the right to require proof of said requirements within ten (10) calendar days from the date of receipt of the Respondent’s Proposal or at any time thereafter; and
6. Have a minimum of five (5) years of experience performing services that are considered identical or similar in nature to the Services.

B. Scoring

Evaluation Factor	Maximum Number of Points Possible
Marketing Plan	35
Background and Experience	20
Diversity	15
Corporate Responsibility	10
Illinois Presence	10
Cost Proposal	10
Interview, if applicable	10
TOTAL	110

C. Determining Scores

1. Marketing Plan

Scoring will be based on the approach and cost-effectiveness of Respondent's submitted marketing plan, its response to Section IV.A.4 of this RFP, and related responses to the "Marketing Plan" questions in Section IV.B of this RFP.

2. Background and Experience

Scoring will be based on Respondent's demonstrated talent and experience of assigned personnel. The breadth and depth of similar engagements will be considered. The evaluation may also include reference checks regarding the Respondent's work for other clients who received or are receiving services similar to those required by this RFP. Respondent's scoring in this category will also be based on the answers Respondent provides in the Scope of Work and Answers to the "Background and Experience" questions in Section IV.B of this RFP.

3. Diversity

Respondent's diversity score will be based on the answers the Respondent provides to the "Diversity" questions in Section IV.B of this RFP. The Evaluation Team shall award a higher diversity score to Respondents (including subcontractors) 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 shall also result in higher scores.

4. Corporate Responsibility

Respondent's corporate responsibility shall be scored based on the answers Respondent provides to the "Corporate Responsibility – Environmental, Social and Governance Practices" questions in Section IV.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 IV.B of this RFP. Respondents based in Illinois or with a principal place in Illinois and a higher percentage of employees in Illinois shall receive higher scores.

6. Cost Proposal

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

7. Interview

In the event the Treasurer's Office 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 Chief Procurement Officer may contact the Respondent for clarification of the Proposal, and the Evaluation Team may use other sources of publicly available information to perform its evaluation. Finally, the Evaluation Team will make a recommendation regarding the final Respondent.

VII. CONTRACT TERMS AND CONDITIONS

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

A. Contractual Responsibility

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

B. Governing Law

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

C. Term of Agreement

The initial term of the Agreement will be three (3) years, unless terminated prior to such time in accordance with the terms of the Agreement. The Treasurer’s Office may, with the consent of the Contractor, elect to extend the Agreement for additional periods, not to exceed a total term of ten (10) years, including the initial three (3) years.

D. Billings

The Contractor shall submit invoices to the Treasurer’s Office on a monthly basis detailing monthly expenses by Program. The Contractor’s failure to submit properly completed itemized billings may result in delays in payment.

E. Termination

1. Termination without Cause

The Treasurer’s Office may elect to terminate the Agreement, or any portion of the Services, any time upon thirty (30) calendar days’ notice. Upon termination, the Treasurer’s Office will pay for work satisfactorily completed prior to the date of termination as determined by the Treasurer’s Office 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's Office immediately upon notice to the Contractor under any of the following circumstances:

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

Prior to terminating the Agreement for cause, the Treasurer's Office 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's Office 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.

Upon termination for cause the Treasurer's Office 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's Office to issue a warning or cancel this Agreement does not waive any of the Treasurer's Office's rights to issue subsequent warnings. If the Treasurer's Office determines, in its sole discretion, that the circumstances are such that the

Contractor cannot cure by remedial action, the Treasurer's Office may provide notice of cancellation, which shall be effective upon five (5) business days from the date of the notice.

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

F. Work Product

1. Ownership of work product.

Except as otherwise agreed to in writing, all work product, including, but not limited to, documents, reports, data, information, designs, code, and ideas specially produced, developed, or designed by the Contractor pursuant to the Agreement, whether preliminary or final, will become and remain the property of the Treasurer's Office, including any copyright or service marks developed on behalf of the Treasurer's Office, whether preliminary or final, (collectively, "Work Product") will become and remain the property of the Treasurer's Office. The Treasurer's Office 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's Office, or to a third party, if so, instructed by the Treasurer's Office, all Work Product in Contractor's possession in the performance of the Agreement. If requested by the Treasurer's Office, the Contractor shall certify in writing that all such Work Product has been delivered to the Treasurer's Office.

G. State Furnished Property

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

H. Internal Controls

If applicable and upon request, the Contractor shall provide the Treasurer's Office, 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. Back-up Facilities

Upon request, the Contractor and its subcontractor(s), if applicable shall provide the Treasurer's Office 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's Office assumes no liability for the acts or omissions of the Contractor. This liability rests solely with the Contractor. The Contractor shall be liable to the Treasurer's Office for actual and compensatory damages that are available to the Treasurer's Office in law or remedies in equity.

K. Indemnification

The Contractor shall indemnify and hold the Treasurer's Office 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 the Contractor, its employees, or agents. The Contractor has a duty to select, with due diligence, all other entities that shall be necessary to implement the Agreement. The Contractor shall establish and enforce reasonable procedures to assure the Treasurer's Office of the performance by all other entities of the services necessary to implement this Agreement.

L. Subcontractors

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

M. Record Retention and Audit

Contractor and subcontractors, if any, shall maintain adequate books, records, and supporting documents related to the Agreement, including but not limited to those necessary to support amounts charged to the State under the Agreement, for a minimum of seven (7) years from the last action on the Agreement or after termination of the Agreement, whichever is longer. The Contractor and subcontractors agree to cooperate fully with any audit conducted by the Auditor General or the Treasurer's Office 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's Office for the recovery of any funds paid by the Treasurer's Office 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’s Office. Confidential Information includes all information but the following:

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

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

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

3. Protection of Confidential Information

Contractor represents, warrants, and covenants that it has implemented and will maintain an information security program reasonably designed to protect the Confidential Information, including customer information, which program includes administrative, technical, and physical safeguards to ensure the security and confidentiality of all customer information, to protect against anticipated threats or hazards to the security or integrity of such customer information, and to protect against unauthorized access to or use of 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’s Office. Contractor further agrees to establish, maintain, and comply with a privacy policy with respect to the Project that meets the requirements of applicable law.

5. Program Lists

The Contractor specifically agrees that it shall not, and shall cause its subcontractors and affiliates not to sell, provide, or otherwise disclose information from, any program list to any third party, unless otherwise directed to or approved by the Treasurer’s Office 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’s Office and any successors of Contractor, but neither

the Agreement nor any of the rights or obligations under the Agreement may be transferred or assigned without the Treasurer's Office's prior written consent of the Treasurer's Office. Any attempt by the Contractor to transfer or assign any rights or obligations related to the Agreement without the prior written consent of the Treasurer's Office shall render the Agreement voidable by the Treasurer's Office. The Treasurer's Office may unilaterally bind any successor of the Contractor to the terms and conditions of the Agreement.

P. Certifications

The Contractor shall certify the following:

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

Q. Review

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

R. Severability

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

S. Access to Information

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

T. Change of Law or Policy

The Contractor shall notify the Treasurer's Office 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's Office by the Agreement, and within five (5) business days of any legally required change in or addition to Contractor's internal operational policy that might affect the Contractor's performance of the Services, including but not limited to any policy that relates to management, maintenance, record keeping, 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 B.

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's Office 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

The Contractor shall guarantee performance of the Services and agree to perform all Services in an efficient and professional manner. Notwithstanding anything to the contrary in this Agreement, the Contractor's obligations and responsibilities pursuant to this Agreement shall not be affected in the event of personnel problems, strike by employees, work stoppages, and other employee-related events. The Contractor is responsible for and shall provide commercially reasonable backup systems and shall review the adequacy of those systems with the Treasurer's Office upon request. The prevention of such business interruption shall be the sole responsibility of the Contractor, and the Contractor shall immediately notify the Treasurer's Office in the event such business interruption takes place. The Contractor shall be liable for any losses or damages sustained by the Treasurer's Office due, in whole or in part, to the Contractor's failure to provide reasonable backup systems.

X. Equity, Diversity and Inclusion Data

Contractor shall respond to requests for data from the Treasurer's Office as deemed necessary by the Treasurer's Office to report on the Treasurer's Office'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's Office.

Y. Sovereign Immunity

Contractor acknowledges that the Treasurer's Office 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.

Appendix A

Cost Proposal

Marketing Services - Hours

	<u>Number</u>	<u>Months</u>	<u>Total</u>
Monthly hours:	_____	x 12	_____

Marketing Services - Cost

	<u>Monthly Rate</u>	<u>Months</u>	<u>Total</u>
Monthly Retainer	_____	x 12	_____

Please include Respondent's hourly rate per professional service listed below, which shall also be used in developing the Monthly Retainer listed above:

- Advertising _____
- Create/Design _____
- Copywriting _____
- Email Administration _____
- Additional subject areas _____

Email Marketing Platform Cost	_____	x 12	_____
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Annual Total Marketing Services Fees (add above two entries): _____

Unclaimed Property Notices

Unclaimed Property Newspaper Notices	Annual Notices Fee:	_____
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Paid Advertising Costs

Total

Annual amount spent on paid advertising _____

- Annual amount per channel: _____
- Annual amount per program: _____

**Annual Total (add annual total costs for Marketing Services,
Notices and Paid Advertising):** _____

GRAND TOTAL (Annual Total X 3): _____

*Note, "GRAND TOTAL FEES" may not exceed \$4.5 million.

Appendix B

ILLINOIS STATE TREASURER CERTIFICATIONS

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

1.0 ANTI-BRIBERY.

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

2.0 BID-RIGGING/BID-ROTATING.

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

3.0 DRUG FREE WORKPLACE.

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

4.0 U.S. EXPORT ACT.

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

5.0 NON-DISCRIMINATION.

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

continue to be in compliance with State and Federal Constitutions, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and all applicable laws that prohibit unlawful discrimination.

6.0 AMERICANS WITH DISABILITIES ACT.

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

7.0 ILLINOIS HUMAN RIGHTS ACT.

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

8.0 FELONY.

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

9.0 FORMER EMPLOYMENT.

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

10.0 INDUCEMENT.

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

11.0 REVOLVING DOOR PROHIBITION.

The CONTRACTOR certifies that neither it nor its employees and agents are in violation of Section 50-30 of the Illinois Procurement Code (30 ILCS 500/50-30). Section 50-30 prohibits for a period of (2) years after terminating an affected position certain State employees and their designees

from engaging in any procurement activity relating to the State agency most recently employing them for a specified period of time.

12.0 REPORTING ANTICOMPETITIVE PRACTICES.

The CONTRACTOR shall report to the Treasurer’s Executive Inspector General, the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State. 30 ILCS 500/50-40, /50-45.

13.0 DISCRIMINATORY CLUB.

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

14.0 TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS OF CONTRACTOR.

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

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

15.0 LICENSE; AUTHORIZED BIDDER OR OFFEROR.

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

16.0 APPROPRIATION.

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

17.0 RECORDS RETENTION; RIGHT TO AUDIT.

The CONTRACTOR agrees to maintain books and records related to the performance of the Agreement and necessary to support amounts charged to the State under the Agreement for a minimum of three years from the last action on the Agreement or after termination of the Agreement, whichever is longer. The CONTRACTOR further agrees to cooperate fully with any audit and to make the books and records available for review and audit by the Auditor General, Chief Procurement Officer, internal auditor and the Treasurer; the CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all requested materials. The three-(3)-year period shall be extended for the duration of any audit in progress during the term. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

18.0 CONFLICTS OF INTEREST.

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

19.0 LATE PAYMENTS.

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

20.0 LIABILITY.

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

21.0 DEBT DELINQUENCY.

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

22.0 EDUCATIONAL LOAN DEFAULT.

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

23.0 FORCE MAJEURE.

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

24.0 ANTITRUST ASSIGNMENT.

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

25.0 PROHIBITION OF GOODS FROM FORCED LABOR.

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

26.0 PROHIBITION OF GOODS FROM CHILD LABOR.

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

27.0 SARBANES-OXLEY ACT AND ILLINOIS SECURITIES LAW.

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under Section 50-10.5 of the Illinois Procurement Code (30 ILCS 500). Section 50-10.5, amongst other things, prohibits a contractor from bidding or entering into a contract or subcontract with the

Treasurer if the contractor or any officer, director, partner, or other managerial agent of the contractor has been convicted in the last 5 years of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if the contractor is in violation of subsection (e). The CONTRACTOR further acknowledges that the Treasurer may declare the agreement void if this certification is false or if the CONTRACTOR is determined to have been convicted of a felony under the Illinois Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 during the term of the agreement.

28.0 DISPUTES.

Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement. Any provision containing a citation to an Illinois statute (cited "ILCS") may not contain the complete statutory language. The official text, which is incorporated by reference, may be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version may be viewed at www.ilga.gov.

29.0 THIRD-PARTY PAYMENTS.

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

30.0 MOST FAVORABLE TERMS.

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

31.0 BOARD OF ELECTIONS REGISTRATION.

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

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

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

(or)

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

32.0 COLLECTION AND REMITTANCE OF ILLINOIS USE TAX.

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

33.0 ENVIRONMENTAL PROTECTION ACT VIOLATIONS.

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under Section 50-14 of the Illinois Procurement Code (30 ILCS 500/50-14). Section 50-14 prohibits a contractor from entering into a contract or subcontract with a State agency if the contractor has been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last (5) years. The CONTRACTOR further acknowledges that the contracting State agency may declare the related contract or subcontract void if this certification is false.

34.0 LEAD POISONING PREVENTION ACT VIOLATIONS.

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

35.0 BOND ISSUANCES.

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

36.0 POLITICAL CONTRIBUTIONS.

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under Section 50-37 of the Illinois Procurement Code (30 ILCS 500/50-37). Section 50-37 prohibits business entities whose contracts with State agencies, in the aggregate, annually total more than \$50,000, or whose aggregate pending bids and proposals on State contracts total more than \$50,000, and any affiliated entities or affiliated persons of such business entity, from making any contributions

to any political committee established to promote the candidacy of the office holder responsible for awarding the contract on which the business entity has submitted a bid or proposal during the period beginning on the date the invitation for bids or request for proposals are issued and ending on the day after the date the contract is awarded.

37.0 LOBBYING RESTRICTIONS.

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

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

Each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

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

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

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

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

39.0 STEEL PRODUCTS.

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

40.0 PRINTING.

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

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

41.0 INFORMATION TECHNOLOGY ACCESSIBILITY.

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

42.0 CYBERSECURITY.

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

43.0 EQUAL OPPORTUNITY.

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

44.0 FREEDOM OF INFORMATION ACT.

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

45.0 DOMESTIC PRODUCTS.

The CONTRACTOR certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the

Agreement or a subcontract that are manufactured in the United States, or in Illinois, where applicable. 30 ILCS 517.

46.0 EXPATRIATED ENTITIES.

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

47.0 WARRANTIES.

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

48.0 VACANCIES.

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

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

49.0 MINORITY CONTRACTOR INITIATIVE.

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

50.0 PREVAILING WAGE.

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

51.0 EMPLOYMENT TAX CREDIT.

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

52.0 COLLECTIVE BARGAINING.

In the event that CONTRACTOR is a successor contractor to another vendor providing the services covered by this Agreement and the employees of that vendor who provided those services are covered by a collective bargaining agreement, the CONTRACTOR certifies (a) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the Agreement subject to its bid or offer; and (b) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this Agreement. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

53.0 SPECIFICATIONS.

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

54.0 INVOICING.

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

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

55.0 SUBCONTRACTORS.

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

56.0 CONTINUING COMPLIANCE.

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

<< SIGNATURE PAGE FOLLOWS >>

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

CONTRACTOR

By:

Signature

Name

Title

Date

DISCLOSURES

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

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

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

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

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

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

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

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

Name: _____

Address: _____

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

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

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

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

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

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

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

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

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

This disclosure is submitted on behalf of

(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

Name (printed) _____ Title _____

Signature _____ Date _____

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

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

Contractor/offers 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/offers 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/offers 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/offers:

Name (printed) _____ Title _____

Signature _____ Date _____