



OFFICE OF THE ILLINOIS STATE TREASURER
MICHAEL W. FRERICHS

**Request for Proposals
Securities Litigation
Monitoring,
Evaluation, and
Reporting**
370-700-20-002

May 20, 2020

Proposals due by 11:30 a.m. CT on June 26, 2020

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

Office of the Illinois State Treasurer
Request for Proposals
Securities Litigation Monitoring, Evaluation, and Reporting
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Appendix A Illinois State Treasurer Certifications, Disclosures Financial Interest and Potential Conflicts of Interest (Disclosure Form A), and Disclosures Other Contract and Procurement Related Information (Disclosure Form B)

I. OVERVIEW

The Office of the Illinois State Treasurer (“Treasurer”) is issuing this Request for Proposals Securities Litigation Monitoring, Evaluation, and Reporting (“RFP”) for qualified vendors (“Respondents”) to provide securities litigation monitoring, identify opportunities to recover any losses, and file any claims on the Treasurer’s behalf in order to participate in any securities fraud or anti-trust recovery or settlement or other eligible recovery vehicle. The Treasurer intends to retain either a securities class action monitoring and evaluation provider or a law firm, or a combination thereof. The Treasurer may make more than one award pursuant to this RFP. The selected Respondent(s) (“Contractor(s)”) will be responsible for, among other things, obtaining the Treasurer’s historical holdings ownership and trading information directly from its program managers, custodial banks, and contractors identifying and evaluating cases in which the Treasurer may have a qualifying financial interest, and notifying the Treasurer of those cases, as well as any case in which the Treasurer should consider seeking the status of lead plaintiff in a domestic securities litigation case. The Contractor(s) will be required to provide at minimum a monthly report and/or have a litigation monitoring portal, to which access will be provided to personnel designated by the Treasurer.

Proposers should be aware that in order for the Treasurer to pursue active involvement in a securities or other litigation matter, the Treasurer must first obtain approval from the Illinois Office of the Attorney General (“AG”). Further, any selection by the Treasurer of litigation counsel, if deemed appropriate by the AG, must be reviewed and approved by the AG. The AG also must approve the compensation to be paid to such litigation counsel. Any law firm(s) that may be selected to provide monitoring and securities litigation evaluation and reporting services may not automatically be recommended or selected as litigation counsel.

The Treasurer intends to select the Respondent with the Proposal that best suits the Treasurer’s needs in the most cost-efficient manner. The successful Contractor(s) shall enter into a contract with the Treasurer (“Agreement”) for an initial term of two (2) years. Upon expiration of this term, the Treasurer may elect to extend the Agreement for a period of time agreed upon by the parties, not to exceed a total of ten (10) years, including the initial two (2) years.

II. BACKGROUND

Pursuant to Article V, Section 18 of the Illinois Constitution, the Treasurer is responsible for the safekeeping and investment of monies and securities deposited with him, and their disbursement upon order of the Illinois Office of the Comptroller. As of January 2020, the Treasurer oversees a total investment portfolio totalling approximately \$32 billion. These investments are spread over a variety of investment pools with varying objectives. Those investment programs relevant to this RFP (collectively, the “Investment Programs”) are the following:

State Investments – As the state’s chief investment officer, the Treasurer is charged with providing treasury, cash management, and investment services to Illinois government agencies, boards and commissions in a manner that provides the most advantageous solution to their individual needs. The Treasurer manages State Investments, with assets of approximately \$12-\$15 billion, providing the necessary liquidity to meet the State’s daily obligations while investing remaining funds in authorized short/long-term investment opportunities. The Huntington National Bank, the Illinois National Bank (“INB”) provide custody and safekeeping services for the State Investments. INB is also used for the safekeeping of assets purchased by our external investment managers, Garcia Hamilton and Associates and Ramirez Asset Management

College Savings Plans – For the College Savings plans (Bright Start and Bright Directions), the program manager is Union Bank and Trust. In the college savings plans, there are currently three separately managed accounts (SMA): the Northern Trust Stock Index Fund, Northern Trust Small Cap Value Fund, and the T. Rowe Price Large Cap Growth Fund. Northern Trust serves as the custodian of the Northern Trust separately managed accounts and also provides class-action monitoring and collection of proceeds related to both of these accounts. State Street Global Advisors serves as the custodian for the T. Rowe Price Large Cap Growth Fund; and Union Bank and Trust subcontracts Broadridge Investor Communication Solutions to conduct securities class-action monitoring and collections of proceeds related to this account. Outside these SMAs, investment options available to individual participants consist of multiple open-end mutual funds, target date funds, and index funds.

The Illinois Funds – The Illinois General Assembly created the first local government investment pool in 1975 so communities state-wide could invest their money together to earn greater returns. Today, the pool is called The Illinois Funds, and it holds approximately \$5-6 billion in assets. The Illinois Funds is designed to ensure the safety of principal, provide liquidity to pay obligations, and provide the highest investment return using authorized investment instruments. US Bancorp Funds Services, LLC provides accounting, administration and transfer agent services (custody) to The Illinois Funds.

Illinois Growth and Innovation Fund – The Illinois Growth and Innovation Fund (“ILGIF”) is an impact investment fund that invests in ways that are intended to attract, assist and retain quality technology businesses in Illinois. In August 2018, the Treasurer announced an increase to the amount of investment capital available in ILGIF, increasing the total to over \$700 million in investment capital from the State's existing investment portfolio to be invested with Illinois venture capital, growth equity and private debt investment firms, with a goal of investing in technology businesses seeking to locate, expand or remain in Illinois. Investments are allocated in fund vehicles through negotiated limited partnership agreements.

Secure Choice Retirement Savings Program – Secure Choice is a retirement savings tool for workers in Illinois that do not have access to a workplace retirement savings option. Secure Choice participants are automatically enrolled into a default target date

Roth IRA with a default payroll deduction of five percent. Participants may choose a different fund option, contribution amount, or can opt-out of the program altogether. Accounts are owned by individual participants and are portable. The Program Manager for Secure Choice is Ascensus College Savings Recordkeeping Services, LLC. Investment options available to individual participants consist of multiple open-end mutual funds, target date funds, and index funds.

Illinois ABLE Savings Program – The Illinois Achieving a Better Life Experience (“ABLE”) Program is a federally tax-advantaged savings program that enables people with disabilities and their families to save for disability-related expenses to maintain and improve health, independence and quality of life. ABLE is similar to 529 College Savings programs, in that money can be invested for future qualified expenses via professionally designed investment account options. However, distinct from 529 College Savings accounts, money can be contributed to a checking account option for current expenses related to living with a disability. As long as funds are used for qualified disability expenses there are no tax penalties for withdrawals from the accounts. The Program Manager for ABLE is Ascensus College Savings Recordkeeping Services, LLC. Investment options available to individual participants consist of multiple open-end mutual funds, target date funds, and index funds.

Unclaimed Property – The Unclaimed Property program is a consumer protection originally enacted in 1961 and revised effective January 1, 2018. Under this Act, the Treasurer is tasked with safeguarding unclaimed property, such as unpaid life insurance benefits, forgotten bank accounts, uncashed rebate checks, and securities such as stock and mutual fund shares. The goal of the division is to reunite owners and/or their heirs with their assets. All cash remitted to the division is deposited into the Unclaimed Property Trust Fund while securities are held in custody with BNY Mellon. If a claim for shares held is not filed within three (3) years following remittance, the securities may be sold with the proceeds credited to the owner(s) property record on the Unclaimed Property database. If a claim is filed while securities are held, the shares are transferred back to an owner or heir. All dividends generated during the time securities are held by the division are credited to the owner of record.

At the time of this RFP, the programs for which the Treasurer currently requires the Services are State Investments, College Savings, the Illinois Funds, ILGIF, and Unclaimed Property; however the Treasurer may later choose to add the other programs referenced above or add new investment programs and may therefore select a Respondent based on its ability to provide Services related to all such programs. Any vendors referred to herein may be changed in the future; however, the Treasurer would notify the Contractor of any such change that would affect the Services.

III. SCOPE OF WORK

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

A. Required Services

1. As requested by the Treasurer, obtain the Treasurer's historical holdings and trading records for the securities that are included in all pending securities class action and anti-trust class action settlements from the Treasurer or Treasurer's clearing firm(s) or records custodian;
2. Analyze the Treasurer's trading records for each of the securities that is the subject of pending settlements and determine which settlements the Treasurer is eligible to participate in;
3. Timely identify potential and all pending securities class actions and shareholder derivative actions in which the Treasurer's investment portfolios may be a class member, based on securities holdings;
4. In addition to the analysis laid out in Section III.A.3 above, identify potential and all pending securities class actions in which the Treasurer should consider seeking to be lead plaintiff, consider intervention for a limited purpose, or consider opting out or other recommendations, and provide a recommendation on each;
5. Prepare proof of claim forms and supporting documentation for all eligible settlements;
6. File the proof of claim form and supporting documentation with the claims administrator;
7. Verify that the Treasurer's proof of claim form has been received by the claims administrator;
8. Handle all correspondence with the claims administrator and any follow-up actions required by the claims administrator to complete the claim;
9. Ensure that the settlement proceeds allocated to the various Treasurer accounts is accurate and advise the Treasurer as to the allocation of settlement proceeds to its accounts, including the settlement date and total proceeds;
10. Provide such other services as are required to recover the Treasurer's share of each settlement;
11. If requested by Treasurer, assign the Treasurer, at minimum, three (3) usernames and passwords for access to Contractor's online database;
12. Perform a retrospective audit of any accounts identified by the Treasurer to determine if the Treasurer accounts are eligible to participate in any settlements in which the filing deadline may have passed and the funds have not yet been distributed. If any Treasurer accounts are eligible, Contractor will communicate

with the settlement claim administrator and class counsel to include any claim(s) on behalf of the Treasurer accounts. Contractor shall use its best efforts to have any late claims accepted by the settlement claims administrator but that Contractor shall have no liability if the claims administrator or class counsel reject these claims for any reason that is outside the control of Contractor;

13. Monitor securities litigation and settlement claims filed by the Treasurer's custodians and administrators of its Investment Programs, to ensure maximum recovery. All Services set forth herein shall be performed as an additional layer of review beyond that which is customarily performed by the Treasurer's custodians and administrators of its Investment Programs, as applicable;
14. Interface with the Treasurer's custodians' and administrators' electronic transaction and securities holdings data to obtain and analyze the Treasurer's holdings records as necessary to determine class action eligibility;
15. Identify, monitor, evaluate, and report to the Treasurer on litigation, including anti-trust litigation, that impacts the Treasurer's portfolio;
16. Identify class action settlements and upcoming proof of claim deadlines and similar key dates for those cases in which the Treasurer may have a financial interest;
17. Monitor the Treasurer's investment portfolio to identify any losses or potential losses that may have occurred as a result of a violation or potential violation of federal or state securities or other laws, or a potential breach of any duty owed to the Treasurer, and notify the Treasurer in writing, in a timely manner, of such cases where the Treasurer may have a financial interest;
18. Make a preliminary calculation of the Treasurer's losses or potential losses, noting the methodology and transaction data used and the appropriate measure of losses in the action, and calculate estimated recognized loss of recoverable damages, if any;
19. Analyze and calculate losses in cases where the loss or potential loss is \$10 million or more, such that the Treasurer may consider being lead plaintiff;
20. Provide interactive internet access to data, analysis, and reports;
21. Maintain the quality and access of data used in the monitoring and analysis of securities litigation, settlement claims, anti-trust litigation, and the impact on the Treasurer portfolio including Treasurer specific information and any third-party resource utilized in providing services to the Treasurer;
22. Provide notices of, and information relating to, the filing of complaints initiating securities class action in the United States and foreign jurisdiction;

23. Regularly identify and report newly filed securities litigation, antitrust litigation, and other litigation cases in which the Treasurer may have losses or a financial interest, including the estimated value of losses;
24. Be responsive and available on an as needed basis to confer with and provide recommendations to the Treasurer on newly filed, pending, and recently settled securities litigation or other cases in which the Treasurer and its offshore investment vehicles may have a financial interest;
25. Coordinate with the Treasurer's vendors associated with the investment portfolios; and
26. Serve as a general resource to the Treasurer's staff for information, advice and training regarding securities litigation.

B. Optional Services

Optional services may include, at the Respondent's option:

1. If the Respondent is qualified to do so, providing legal advice to the Treasurer regarding potential strategies for recovery that may be unique to the particular jurisdiction, forum, action, or claim, including strategies beyond mere participation as a class member or lead plaintiff in class action securities litigation;
2. If the Respondent is qualified to do so, acting as litigation counsel, subject to the AG approval process as described in the Overview; and
3. Providing support to the Treasurer's custodian and/or administrator for filing of proofs of claim and making other required filings on an as-needed basis.

IV. PROPOSAL

A. Proposal Format

Proposals must be submitted in a sealed envelope or package bearing the title "Office of the Illinois State Treasurer Securities Litigation Monitoring, Evaluation, and Reporting 370-700-20-002." The package must include one original and five (5) copies of the Proposal. The package must also include three (3) separate electronic copies of the Proposal. Each electronic copy shall be on a separate thumb drive.

Respondent's Proposal shall contain the following:

1. Cover page – The cover page shall provide the name, physical address, e-mail address, and telephone number of the person(s) available for contact regarding the

Proposal. Such person(s) must be authorized to make representations on behalf of the Respondent.

2. Table of Contents – Include a listing of the main chapters and paragraph headings contained in the response, including page numbers.
3. Introduction – Include any introductory remarks, not to exceed three (3) pages, deemed appropriate. Briefly discuss such topics as the Respondent’s background, management, facilities, staffing, related experience, and financial stability.
4. Scope of Work – Respondent shall provide a brief five (5) page narrative, describing the general conceptual approach Respondent would take to provide the Services and any other information Respondent believes is relevant. Emphasis should be on clarity, brevity and completeness of the response.
5. Answers to Questions – Respondent must respond to all of 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 of this RFP.
6. Service Team – Provide an organizational chart, biographies, and resumes for the proposed Service team, including support staff. Please identify the primary contact person and describe the role of each key person.
7. Cost – Respondent’s price (“Cost Proposal”) shall be provided in a separately sealed envelope.
8. Statement – Respondent shall provide a statement indicating that, with the Proposal submission, Respondent a) understands that it making an offer to the Office of the Illinois State Treasurer that is binding from the due date for Proposals through 180 days thereafter and b) acknowledges agreement to the contractual provisions set forth in Section VI of this RFP.
9. Subcontractors – Provide a list of the subcontractor(s) Respondent will use for the Offering, if any, and the general type of work to be performed by each subcontractor.
10. 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).
11. 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.D.9 of this RFP (“Redacted Copy”).

B. Questions to be Addressed in the Proposal

Respondents shall provide answers to the following questions:

Background and Experience

1. Briefly describe Respondent’s background, size and history pertinent to the requested services in this RFP. How many years of experience does Respondent have performing services identical or similar in nature to the Services?
2. Describe in detail Respondent’s understanding of the services requested in this RFP. Provide a narrative that supports why you believe that Respondent is uniquely qualified to undertake the proposed engagement.
3. Describe any significant changes in your firm’s organizational structure, ownership or management over the past three (3) years.
4. Describe in detail Respondent’s knowledge of, and experience with, performing services similar in nature to the Services for governmental entities.
5. Does Respondent currently have or has Respondent had in the past five (5) 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. The description of the services Respondent is providing or has provided under the contract.
6. Please identify any item listed in this RFP that you are unwilling or unable to perform and explain why.
7. Please identify any anticipated subcontractors that will be engaged in the scope of work and their roles.
8. Please provide a brief description of any past or pending regulatory action, litigation, or other legal proceedings involving Respondent or any employees and/or principals as defendants in the last five (5) years.
9. Please provide three (3) client references, current or past, and state the organization’s name, their website (if any), a point of contact, physical address, telephone number, e-mail address, and the scope of work Respondent provided.

Quality of Service

10. Please outline Respondent's understanding of securities class action monitoring, evaluation, litigation, reporting, and claims processing, including the relevant services the firm is proposing to provide in response to this RFP.
11. Please describe Respondent's experience working with 529 college savings, 529a, and state-administered retirement plans.
12. Please identify the types of accounts, clients, and assets primarily advised by Respondent.
13. What existing or potential relationships could impact Respondent's ability to provide the services outlined in this RFP? What such relationships could create ethics violation or conflict of interest situations?
14. Is Respondent or any of its principals involved in, or a partner in, any other businesses outside of Respondent's activities? Please describe.
15. Please provide detail on how the Respondent will audit all identified Treasurer's investment portfolios to assess eligibility to participate in any settlements in which the filing deadline may have passed and the funds have not yet been distributed.
16. With respect to the Treasurer's historical holdings, ownership, and trading information for its investment portfolios, describe any potential limitations on Respondent's ability to audit such holdings.
17. Please describe what steps the Respondent intends to analyze potential securities litigation opportunities for the separately managed accounts for all investment portfolio holdings for the Treasurer. (Please be as detailed as possible).
18. Please describe the Respondent's methodology in analyzing historical trading records for potential security class action events?
19. Please describe the Respondent's monitoring process for pending securities class action and anti-trust class action settlements from historical/current investment holdings.
20. Please describe the Respondent's claims collection process for pending securities class action and anti-trust class action settlements from historical/current investment holdings; and distribution of the funds to appropriate portfolios.
21. What third-party service providers does the Respondent utilize for identifying or monitoring securities class action(s).

22. Please describe how Respondent will present and review security class action and anti-trust settlements as well as prospective litigation opportunities.
23. What is the methodology and what data is integrated into the calculation of potential investment losses and the calculation of the estimated recognized loss of recoverable damages?
24. What are Respondent's documentation procedures? Please attach a sample of each of the following documents: holding information, qualitative assessment, and quantitative assessment Respondent would use, and a summary memorandum with a litigation recommendation.
25. Please describe how the Respondent intends to manage all correspondence with potential claims administrator and how does the Respondent intend to complete follow-up actions required by the claims administrator to complete the claim.

Diversity

26. Is the Respondent or its affiliates female, minority, persons with disabilities, or veteran owned or managed? Please cite with supporting data.
27. If publicly owned, please provide the number and percentage of members of the Respondent's governance board who are female, minority, military veterans, or persons with disabilities. Please cite with supporting data.
28. If privately owned, is the Respondent or its affiliates female, minority, persons with disabilities, or veteran-owned or managed? For purposes of this RFP, "female, minority, persons with disabilities, or veteran owned or managed" shall mean being owned or managed by 51% or more of a combination of female, minority, persons with disabilities, or military veteran. Please provide the number and percentage of Respondent's owners who are female, minority, military veterans, or persons with disabilities. Please cite with supporting data.
29. Please describe the Respondent's prior experience and future capability to participate in Recipient Funds, who are female, minority, persons with disabilities, or veteran owned or managed. For purposes of this RFP, "female, minority, persons with disabilities, or veteran owned or managed" shall mean being owned or managed by 51% or more of a combination of female, minority, persons with disabilities, or military veteran.
30. Please provide the number and percentage of Respondent's senior leaders (e.g. partner, president, COO, or managing director) who are female, minority, persons with disabilities, or military veterans. Please cite with supporting data.

31. Please provide the number and percentage of Respondent's professional investment staff who are female, minority, persons with disabilities, or military veterans. Please cite with supporting data.
32. Using the definition provided above, what is the percentage of Respondent's intended use of subcontractors for this Project, if any, that are female, minority, persons with disabilities, or veteran owned or managed? Please cite with supporting data.

Corporate Responsibility – Environmental, Social and Governance Practices

33. 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.
34. Please highlight any policies, practices, or resources that the Respondent has in place to retain and enhance the human capital at the firm.
35. Please explain how the Respondent fosters a corporate governance structure that mitigates business risks and enhances business operations.
36. 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

37. Is the Respondent incorporated in Illinois? Please provide the physical address and website of the Respondent's headquarters and all Illinois branch offices.
38. Please note how many full-time employees are located at the Respondent's headquarters and all Illinois branch offices.
39. 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.
40. Using the definition provided above, what percentage of the Respondent's subcontractors for this project, if any, have an Illinois presence?
41. 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

Responses must include information regarding the proposed amount of compensation for services, either as a lump sum, by hourly rate or by other criteria. The figures provided

should include all fees/costs. Pricing schedules are to cover a two (2)-year period. It is anticipated that all of the Respondent’s costs to the Treasurer will be included in the pricing as outlined above, and consistent with the requirements outlined throughout this RFP.

V. RFP PROCESS AND SCHEDULE

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

A. Schedule

The following is the schedule for this RFP:

Date	Event
May 20, 2020	RFP published on the Treasurer’s website.
May 25, 2020	Notice of intent to participate in the Bidder’s Teleconference due by 5:00 p.m. CT.
May 29, 2020	Optional Bidder’s teleconference at 10:00 a.m. CT
June 5, 2020	All Respondent questions due by 2:00 pm CT.
June 12, 2020	Responses to all questions posted on the Treasurer’s website.
June 26, 2020	Proposals due at 11:30 a.m. CT.
Week of July 13, 2020	Interviews, if any, with final candidates.
Week of July 20, 2020	If applicable, best and final offer due by 2:00 p.m. CT.
Week of July 27, 2020	Notification of award and begin negotiation of Agreement.

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

B. Contact information

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

Respondents should submit questions about the intent or content of this RFP and request clarification of any and all procedures used for this procurement prior to the submission of a Proposal. Respondents must submit their questions via e-mail to the CPO at moldani@illinoistreasurer.gov by 2:00 p.m. CT on June 5, 2020.

C. Optional Bidder’s Teleconference

Each Respondent must e-mail notice of intent to attend the Bidder’s Teleconference to Maria Oldani at moldani@illinoistreasurer.gov by 5:00 p.m. CT on May 25, 2020. Attendance at the Bidder’s Teleconference is optional. Bidder’s Teleconference shall be held on May 29, 2020, at 10:00 a.m. CT.

D. Proposal Submittal

All Proposals must be submitted by mail or messenger to the following address, and received at the below address no later than 11:30 a.m. CT on June 26, 2020.

Ms. Maria Oldani
Chief Procurement Officer
Office of the Illinois State Treasurer
400 West Monroe Street, Suite 401
Springfield, IL 62704

E. RFP Process

1. Questions about this RFP
Respondents should submit questions about the intent or content of this RFP and request clarification of any and all procedures used for this procurement prior to the submission of a response. Respondents must prepare their questions in writing and send them by e-mail to the CPO.
2. Internet/E-mail Communications
The Treasurer may also communicate with Respondents via e-mail. Each Respondent should provide an e-mail address with its response for ease of communication throughout this RFP process.
3. Verbal Communications
Any verbal communication from the Treasurer’s employees or its contractors concerning this RFP is not binding on the Treasurer, and shall in no way alter a specification, term or condition of this RFP.
4. Amendment
If it is necessary to amend this RFP, the Treasurer will post amendments on the Treasurer’s website at www.illinoistreasurer.gov.
5. Respondent’s Costs
The cost of developing a Proposal is each Respondent’s responsibility and may not be charged to the Treasurer.
6. Withdrawal/Modification of Proposal
Respondent may withdraw or modify its Proposal at any time prior to the deadline for receipt of Proposals. For withdrawals, the Respondent must submit a written withdrawal request, addressed to the CPO and signed by the

Respondent's duly authorized representative. In order to modify a Proposal, the 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.

7. Proposal is a firm Offer

A Proposal submitted 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.

8. Proposal is State Property

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

9. Proposal is Part of a Public Procurement File

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

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

10. CPO May Cancel the RFP

If the CPO determines it is in the Treasurer's best interest, he reserves the right to do any of the following:

- a. Cancel this RFP;
- b. Modify this RFP in writing as needed; or

c. Reject any or all Proposals received for this RFP.

11. Additional Information

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

VI. EVALUATION PROCESS AND CRITERIA

This Section explains how the Treasurer will evaluate the Proposals.

A. Mandatory Requirements

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

1. Submit Proposal and accompanying Cost Proposal by 11:30 a.m. CT on June 5, 2020;
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;
4. Be authorized to transact business in Illinois for all of the Services and have a presence in Illinois;
5. Be established with all required licenses, bonding, facilities, equipment and trained personnel necessary to perform the work as specified in this RFP at the time of this RFP, or prior to that time, if required by law. The Treasurer reserves the right to require proof of said requirements within ten (10) calendar days from the date of receipt of the Respondent's Proposal; 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
Background and Experience	35
Quality of Service	35
Diversity	5

Corporate Responsibility	5
Illinois Presence	5
Cost Proposal	10
Interview, if applicable	5
TOTAL	100

C. Determining Scores

1. 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 will 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.
2. Quality of Services Respondent’s ability to perform the Services will be evaluated based on the answers Respondent provides in the Scope of Work and Answers to the Questions sections of the Proposal.
3. Diversity Respondent’s diversity score will be scored 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 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 with a principal place of business 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 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. Proposals deemed nonresponsive 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. CONTRACTUAL TERMS

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

A. Contractual Responsibility

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

B. Governing Law

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

C. Term of Agreement

The term of the Agreement shall be two (2) years, unless terminated in accordance with the terms of the Agreement. The Treasurer may with the consent of the Contractor, elect to extend the Agreement for additional periods, not to exceed a total term of ten (10) years, including the initial two (2) years.

D. Termination

1. Termination without Cause

The Treasurer may elect to terminate the Agreement at any time upon thirty (30) days' notice. Upon termination, the Treasurer will pay for work satisfactorily completed prior to the date of termination as determined by the Treasurer in a reasonable manner.

2. Termination for Cause

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

- a. Contractor fails to furnish satisfactory performance within the time specified;
- b. Contractor fails to perform any of the provisions of the 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 correctly by the Contractor or repeatedly rejected even though Contractor offers to replace or correct the goods or services promptly;
- d. There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means were used to obtain the Agreement;
- e. Contractor is guilty of misrepresentation in connection with another contract for goods or services to the State;
- f. Contractor is adjudged bankrupt or enters into a general assignment for the benefit of its creditors or receivership due to insolvency;
- g. Change in federal or State law or rules, or the Contractor's, or Treasurer's policies that would frustrate the purpose of the Agreement;
- h. Contractor disregards or violates any applicable laws, rules, or the Treasurer's instructions, acts in violation of any provision of the Agreement, or the agreement conflicts with any statutory or constitutional provision of the State of Illinois or the United States; or
- i. Any other breach of contract or other unlawful act by Contractor occurs.

Prior to terminating the Agreement for cause, the Treasurer shall issue a written warning that outlines the remedial action necessary to bring the Contractor into conformance with the Agreement. If such remedial action is not completed to the satisfaction of the Treasurer within thirty (30) business days, a second written warning may be issued. If satisfactory action is not taken by Contractor within five (5) business days of the date of the second written warning, the Agreement may be cancelled and the Treasurer may recover any and all damages involved with the transition to a new vendor including incidental and consequential damages. Failure by the Treasurer to issue a warning or cancel this Agreement does not waive any of the Treasurer's rights to issue subsequent warnings.

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

E. Work Product

1. Ownership of work product.

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

2. Return of Work Product

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

F. State Furnished Property

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

G. Internal Controls

If applicable and upon request, the Contractor shall provide the Treasurer, at no cost, with a copy of the most recent Annual Report or Form 10-K of itself or its holding company and its most recent SSAE 16 report, both of which shall include the attestation of the company’s independent registered accounting firm regarding the company’s internal control over financial reporting.

H. Back-up Facilities

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

I. Liability

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

J. Indemnification

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

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

K. Subcontractors

The Contractor may not use subcontractors to provide the goods or perform the services, unless the subcontractor is approved in advance by the Treasurer. Respondent must disclose the duties to be performed by the subcontractor. The Contractor will be required to obtain written approval from the Treasurer prior to adding or changing subcontractors. Subcontractors will be required to complete the attached State Certifications and Disclosure Forms, found at Appendix B.

L. Record Retention and Audit

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

M. Confidentiality

This Section shall survive the termination of the Agreement.

1. Confidential Information

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

- a. Information already known or independently developed by the recipient;

- b. Information required to be released by law;
 - c. Information in the public domain through no wrongful act of the recipient;
and
 - d. Information received from a third party who was free to disclose it.
2. Use of Confidential Information by Employees and Agents of Contractor
The requirement of confidentiality under this Agreement also applies to the employees and agents of the Contractor. The Contractor shall use its best efforts to ensure that its employees and agents adhere to the confidentiality requirements set forth herein. The Contractor's use by and disclosure to employees and agents of Confidential Information to the extent necessary to carry out the terms and purposes of this 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, which program includes administrative, technical, and physical safeguards to ensure the security and confidentiality of all Confidential Information, to protect against anticipated threats or hazards to the security or integrity of such customer information, and to protect against unauthorized access to or use of the Confidential Information.
4. Privacy Policy
Contractor will comply with any applicable federal or state laws or regulations, as well as any privacy policy developed by the Treasurer. Contractor further agrees to establish, maintain, and comply with a privacy policy with respect to the Performance of the Agreement 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 or required by applicable law.

N. Successor and Assignment

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

O. 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 provide the goods or perform the services or otherwise comply with its obligations under the Agreement.

P. Review

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

Q. 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.

R. Access to Information

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

S. Change of Law or Policy

The Contractor shall notify the Treasurer in writing within ten (10) business days of any change or addition applicable to the Contractor in federal or state regulations or laws that would adversely affect either the terms of or the rights granted the Treasurer by the Agreement, and within five (5) business days of any legally required change in or addition to Contractor's internal operational policy that might affect the Contractor's provision of the goods or performance of the services, including but not limited to any policy that relates to management, maintenance, record keeping, safekeeping, custody, or subcontracting.

T. 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.

U. No Recourse

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

V. Sovereign Immunity

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

ILLINOIS STATE TREASURER CERTIFICATIONS

_____ (“CONTRACTOR”) makes the following certifications:

1.0 ANTI-BRIBERY.

CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5). Section 50-5 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the contractor has made an admission of guilt of such conduct with is a matter of record. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

2.0 BID-RIGGING/BID-ROTATING.

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

3.0 DRUG FREE WORKPLACE.

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

CONTRACTOR certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace.
 - ii. Specifying the actions that will be taken against employees for violation of such prohibition.
 - iii. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - a. abide by the terms of the statement; and
 - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. CONTRACTOR’s policy of maintaining a drug free workplace;

- iii. any available drug counseling, rehabilitation, and employee assistance programs; and
- iv. the penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by Section (a) to each employee engaging in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the Treasurer's Office within ten (10) days after receiving notice under part (b) of paragraph (iii) of Section (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, an employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- f. Assisting employees in selecting a course of action in the event of drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

4.0 U.S. EXPORT ACT.

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

5.0 NON-DISCRIMINATION.

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

6.0 AMERICANS WITH DISABILITIES ACT.

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

7.0 ILLINOIS HUMAN RIGHTS ACT.

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

8.0 FELONY.

CONTRACTOR certifies that it has not been barred from being awarded a contract under Section 50-10 of the Illinois Procurement Code (30 ILCS 500/50-10). Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

9.0 FORMER EMPLOYMENT.

CONTRACTOR has informed the Treasurer's Office in writing if CONTRACTOR was formerly employed by the Treasurer's Office and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code (30 ILCS 105/15a).

10.0 INDUCEMENT.

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

11.0 REVOLVING DOOR PROHIBITION.

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

12.0 REPORTING ANTICOMPETITIVE PRACTICES.

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

13.0 DISCRIMINATORY CLUB.

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

14.0 TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS OF CONTRACTOR.

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

Individual
 Sole Proprietor
 Partnership/Legal Corporation
 Tax Exempt
 Corporation providing or billing
 medical and/or health care services
 Corporation NOT providing or billing
 medical and/or health care services
 Other: _____

Government Entity
 Nonresident alien
 Estate or trust
 Pharmacy (Non-Corp.)
 Pharmacy/Funeral Home/Cemetery
 (Corp.)
 Limited Liability Company (select
 applicable tax classification.)
 C = corporation
 P = partnership

15.0 LICENSE; AUTHORIZED BIDDER OR OFFEROR

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

16.0 APPROPRIATION.

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

17.0 RECORDS RETENTION; RIGHT TO AUDIT.

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

18.0 CONFLICTS OF INTEREST.

CONTRACTOR has disclosed, and agrees that it is under a continuing obligation to disclose, to the Treasurer financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest that would prohibit CONTRACTOR from entering into or performing the Agreement. Conflicts of interest include, but are not limited to, conflicts under Section 1400.5020 of the Treasurer’s Procurement Rules (44 Ill. Adm. Code 1400.5020) and Sections 50-13, 50-20, and 50-35 of the Illinois Procurement Code (30 ILCS 500/50).

19.0 LATE PAYMENTS.

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

20.0 LIABILITY.

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

21.0 DEBT DELINQUENCY.

CONTRACTOR certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under section 50-11 of the Illinois Procurement Code (30 ILCS 500/50-11). Section 50-11 prohibits a contractor from entering into a contract with the Treasurer's Office if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR or any affiliate is determined to be delinquent in payment of any debt during the term of the Agreement.

22.0 EDUCATIONAL LOAN DEFAULT.

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

23.0 FORCE MAJEURE.

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

24.0 ANTITRUST ASSIGNMENT.

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

25.0 PROHIBITION OF GOODS FROM FORCED LABOR.

CONTRACTOR certifies that it is not barred from being awarded a contract under the State Prohibition of Goods from Forced Labor Act (30 ILCS 583). Section 10 of the State Prohibition of Goods from Forced Labor Act prohibits a contractor from entering into a contract with the Treasurer's

Office if that contractor knew that the foreign-made equipment, materials, or supplies furnished to the State were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR is determined to have known that the foreign-made equipment, materials, or supplies furnished to the State during the term of the Agreement were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction.

26.0 PROHIBITION OF GOODS FROM CHILD LABOR.

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

27.0 SARBANES-OXLEY ACT AND ILLINOIS SECURITIES LAW

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

28.0 DISPUTES.

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

29.0 THIRD-PARTY PAYMENTS.

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

30.0 MOST FAVORABLE TERMS.

If more favorable terms are granted by the CONTRACTOR to any similar governmental agency in any state in a contemporaneous agreement let under the same or similar financial terms and

circumstances for comparable supplies or services, the more favorable terms will be applicable under the Agreement between the Treasurer's Office and the CONTRACTOR.

31.0 BOARD OF ELECTIONS REGISTRATION

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

(or)

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

32.0 COLLECTION AND REMITTANCE OF ILLINOIS USE TAX

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

33.0 ENVIRONMENTAL PROTECTION ACT VIOLATIONS

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

34.0 LEAD POISONING PREVENTION ACT VIOLATIONS

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

35.0 BOND ISSUANCES

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

36.0 POLITICAL CONTRIBUTIONS

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

37.0 LOBBYING RESTRICTIONS

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under section 50-38 of the Illinois Procurement Code (30 ILCS 500/50-38). Section 50-38 prohibits a CONTRACTOR from billing the State for any lobbying costs, fees, compensation, reimbursements, or other remuneration provided to any lobbyist who assisted the CONTRACTOR in obtaining the contract or subcontract.

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

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

(1) more than 10% of the company’s revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company’s revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or

(2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran’s ability to develop petroleum resources of Iran.

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

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

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

CONTRACTOR

By:

Signature

Name

Title

Date

DISCLOSURES

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

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

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

This requirement applies to contracts with an annual value exceeding \$10,000.

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

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

- a. If any individuals have one of the following financial interests in the contractor/offers (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/offers (or its parent) as follows:

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

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

The percent of ownership _____%

or

The value of the ownership interest \$ _____

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

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

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

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

This disclosure is submitted on behalf of

(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

Name (printed) _____ Title _____

Signature _____ Date _____

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

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

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

This requirement is applicable to only those contracts with an annual value exceeding \$10,000.

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

- a. Contractor/offersor 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/offersor 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/offersor:

Name (printed) _____ Title _____

Signature _____ Date _____