



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

**Request for Proposals**  
**TDA II Program Administrator**

October 8, 2015

Proposals due by 2:00 p.m. CT on December 10, 2015

Mr. Jim Underwood  
Chief Procurement Officer  
400 West Monroe Street, Suite 401  
Springfield, IL 62704

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**Office of the Illinois State Treasurer  
Request for Proposals  
Technology Development Account II Program Administrator**

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**I. OVERVIEW**

The Office of the Illinois State Treasurer (“Treasurer” or “Treasurer’s Office”) is issuing this Request for Proposals (“RFP”) for a program administrator and external investment advisor (“Respondent” or “Program Administrator”) for the Technology Development Account II. The Program Administrator will provide investment and advisory services, as described further below. Respondents shall submit their Proposals by 2:00pm CST on December 8, 2015. The Treasurer intends to select the Respondent with the most effective, yet cost efficient process including, but not limited to deal sourcing, program structure, track record in Illinois, due diligence, experience, past performance, fiduciary oversight, geographic presence, and fees, amongst other factors. The winning Respondent shall enter into a contract with the Treasurer (“Agreement”) for an initial term of six (6) 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 six (6) years.

**II. BACKGROUND**

In August 2002, the Illinois General Assembly passed the Technology Development Act (30 ILCS 265) (the “Act”), allowing the Treasurer to segregate up to 1% of the state portfolio in order to invest in venture capital firms located in Illinois with a goal of investing in technology businesses seeking to locate, expand, or remain in Illinois. (See attached Appendix A.) This legislation established the Technology Development Account (“TDA” or “TDA I”) to support Illinois technology businesses and generate acceptable returns for the State.

In July 2011, the Act was amended to establish a second Technology Development Account, or TDA II (30 ILCS 265/11) (“TDA II” or, collectively with the Act, “Acts”), attached hereto as Appendix B. TDA II permits the Treasurer to segregate an additional

portion of the Treasurer's investment portfolio ("TDA II Account").<sup>1</sup> No more than two percent (2%) of the Treasurer's investment portfolio balances, as of November 1, 2015, shall be invested in the TDA II Account. The TDA II Account will invest in ways that help attract, assist and retain quality technology businesses in Illinois.

#### **A. Objective**

TDA II expands the original TDA 1% mandate, maintaining the same core mission of supporting Illinois technology businesses while also generating acceptable returns for the State. The Treasurer intends to invest 2% of the investment portfolio as of November 15, 2015 or upwards of \$200 million ("the Amount") over the course of the TDA II program. The successful Respondent should endeavor to commit the Amount over the course of six (6) years, with a target to commit one third (1/3) of the Amount annually each of the first three (3) years, with remaining uncommitted capital and earning distributions committed in the fourth, fifth and sixth years of program implementation. Investments must be spread across multiple venture capital firms based in Illinois or with a track record of investing in Illinois companies. No more than 15% of the total commitment shall be invested in any individual fund.

While the Program Administrator will have discretion to seek, recruit, and evaluate venture capital funds for investment through the TDA II Account, the Treasurer will exclusively reserve the right to veto committing to venture capital firms before a partnership agreement has been negotiated or executed.

Any fund created by an Illinois venture capital firm in which the Treasurer places money under TDA II ("Recipient Fund") shall invest a minimum of twice (2x) the aggregate amount of investable capital that is received from the Treasurer in Illinois companies during the life of the fund. All monies invested in Illinois companies by public or private investors across the venture capital firm's multiple affiliated funds current and past, not simply those with support from TDA II monies, will be credited.

#### **B. Definitions**

"Illinois venture capital firms" means an entity that has a majority of its employees in Illinois or that has at least one managing partner domiciled in Illinois that has made significant capital investments in Illinois companies and that provides equity financing for starting up or expanding a company, or related purposes such as financing for seed capital, research and development, introduction of a product or process into the marketplace, or similar needs requiring risk capital.

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<sup>1</sup> TDA II also provides for a second fund, consisting of investments from private sector investors that must invest, at the direction of the Treasurer, in tandem with the TDA II Account in a pro-rata portion. The Treasurer has no current plans to create or operate this private tandem fund. The successful Respondent will not be responsible for any services related to this fund.

“Illinois venture capital firms” may also mean an entity that has a “track record” of identifying, evaluating, and investing in Illinois companies and that provides equity financing for starting up or expanding a company, or related purposes such as financing for seed capital, research and development, introduction of a product or process into the marketplace, or similar needs requiring risk capital. For purposes of this RFP, “track record” means having made, on average, at least one investment in an Illinois company in each of its funds if the Illinois venture capital firm has multiple funds or at least two investments in Illinois companies if the Illinois venture capital firm has only one fund. The Treasurer is authorized to invest up to 10% of the TDA II Account in venture capital firms “based” outside of Illinois, but with a “track record” of investing in Illinois companies.

“Technology businesses”, means a company that has as its principal function the providing of services, including computer, information transfer, communication, distribution, processing, administrative, laboratory, experimental, developmental, technical, or testing services, manufacture of goods or materials, the processing of goods or materials by physical or chemical change, computer related activities, robotics, biological or pharmaceutical industrial activity, or technology oriented or emerging industrial activity.

“Illinois companies”, are companies that are headquartered or that otherwise have a significant presence in the State at the time of initial or follow-on investment.

“Significant presence” means at least one physical office and one full-time employee within the geographic borders of Illinois.

Other terms used in this RFP not otherwise clarified above are defined in the Acts, attached hereto.

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

The Respondent will provide the following services to Treasurer:

1. Provide fund recommendations.
2. Provide portfolio allocation recommendations.
3. Screen venture capital and private equity firms and their associated investment funds including the screening of qualified fund managers that participate in the U.S. Small Business Administration’s Small Business Investment Companies (SBIC) program.
4. Ensure that funds are staffed at a level that assures the Treasurer’s Office of timely response to questions/issues that arise regarding reporting, and all financial activity.

5. Ensure that any Recipient Fund staff contact information changes are reported to the Treasurer's Office in a timely manner.
6. Ensure that the Recipient Funds notify the Treasurer's Office, electronically, of all calls and distributions at least five (5) days in advance of transaction.
7. Provide due diligence, including but not limited to:
  - a. Research;
  - b. Reference checking;
  - c. Financial analysis; and
  - d. Vetting of funds, firms, executives, managers.
8. Presenting and reviewing co-investment opportunities.
9. Quarterly onsite update presentations to the Treasurer's Office and/or its advisors and consultants.
10. Facilitate Treasurer's attendance at annual board meetings of Recipient Funds.
11. Reconcile reporting and accounting practices of portfolio companies, Recipient Funds, and the Treasurer.
12. Ensure all Recipient Funds prepare annual and quarterly financial statements in accordance with FASB Topic 820 and FASB Topic 946, which includes fair value measurement standards (and any subsequent accounting standard applicable to the industry).
13. Ensure timely financial reporting to the Treasurer by the Recipient Funds (Quarterly Reports within 45 to 90 calendar day after quarter-end; Audited Annual Financial Statements within 90 calendar days after fiscal year-end).
14. Ensure properly itemized partners' capital statements that include, but are not limited to, capital calls, distributions, revenues, expenditures, realized and unrealized gains and losses.
15. Ensure standardization of reporting across Recipient Funds.
16. Ensure all quarterly financial statements and partner's capital statements are accessible electronically through email or Recipient Fund website.
17. Document quarterly Recipient Fund characteristics including, without limitation to:
  - a. Quarterly cash flows (e.g. commitments, calls, distributions, etc.);
  - b. Asset Class;
  - c. Vintage Year;

- d. Internal Rate of Return/Net Performance;
  - e. Beginning and ending Net Asset Values (NAV);
  - f. Fees;
  - g. Contractual dates of fund investments;
  - h. Benchmark comparison (including public market equivalents);
  - i. Size of Fund;
  - j. % of Capital Called;
  - k. % of Ownership in Fund;
  - l. Total Companies in Portfolio;
  - m. Holdings;
  - n. Portfolio Company Sectors;
  - o. Portfolio Company Revenues; and
  - p. Pertinent Portfolio Company Updates.
18. Document quarterly consolidated reports of individual Recipient Fund investments including, but not limited to:
- a. Beginning and ending values;
  - b. Quarterly cash flows (e.g. commitments, calls, distributions, etc.);
  - c. Internal Rate of Return/Net Performance;
  - d. Fees; and
  - e. Pertinent Fund Updates.
19. Document quarterly Recipient Fund recommendations and commitments.
20. Quarterly reports on economic impact of Recipient Fund investments on Illinois economy including but not limited to the growth of the employee rolls at portfolio companies, the growth of their physical real estate presence in Illinois, and other associated economic data.
21. Quarterly reporting in compliance with Section 11(d) of the Act, including, at a minimum:
- a. The names of portfolio companies;
  - b. The addresses of portfolio companies;
  - c. The date of the initial (and follow-on) investment;
  - d. The cost of the investment;
  - e. The current fair market value of the investment;

- f. For Illinois companies, the number of Illinois employees on the investment date;
  - g. For Illinois companies, the current number of Illinois employees;
  - h. The annual revenue generated by Recipient Funds and portfolio companies; and
  - i. The annual Illinois state taxes paid by Recipient Funds and portfolio companies.
22. Quarterly reports on the diversification of the TDA II portfolio and participating portfolio companies, including, but not limited to:
- a. Development stage;
  - b. Company industries/sectors;
  - c. Geographic location of Recipient Funds and portfolio companies;
  - d. The ownership and management status of Recipient Funds and portfolio companies with regard to minority, women, veteran and/or disabled status; and
  - e. Socioeconomic characteristics.
23. Separately account and report the investment commitment and subsequent earnings of the TDA II Account.
24. Prepare an out-facing annual report that includes (1) a summary of Recipient Fund performance, (2) impact on Illinois companies and Illinois economy, (3) percentage and amounts of investment options/returns, and (4) other pertinent reporting information that illustrates program impact. If you cannot provide this function, please state your willingness to enter into a relationship (at the Respondent's cost) with an entity that can.
25. Create and distribute TDA II program information to prospective Recipient Funds.
26. Create a TDA II thematic website and standardized submission process that allows Illinois-based, profit-driven entrepreneurial ventures to submit their endeavors for seed capital/funding consideration to the Program Administrator. The Program Administrator will maintain a list of submissions and make them available to the specific Recipient Funds.
27. Serve as a general resource to the Treasurer's staff and its advisors and consultants for information, advice and training regarding investment, reporting, fund vetting and management, portfolio company valuation and marketing strategies.

#### **IV. RFP PROCESS AND SCHEDULE**

This section outlines the process and schedule associated with this RFP and the resulting Agreement.

##### **A. Schedule**

The following tentative time schedule applies to this RFP:

<b>Date</b>	<b>Event</b>
October 8, 2015	RFP published on the Treasurer's website (www.illinoistreasurer.gov )
October 22, 2015	Notice of intent to participate in the Bidder's Conference due by 2:00 p.m. CT
October 27, 2015	Mandatory Bidder's Conference – 11:00 a.m. CT
November 5, 2015	All Respondent questions due by 2:00 p.m. CT
November 13, 2015	Responses to all questions posted on the Treasurer's website by 4:00 p.m. CT
December 10, 2015	Responses to RFP due by 2:00 p.m. CT
Week of December 21, 2015	Selection of final candidates
Week of December 28, 2016	Interviews, if any, with final candidates
January 5, 2016	If applicable, best and final proposals due by 2:00 p.m. CT
Week of January 18, 2016	Notification of award, begin negotiation of Agreement
March 1, 2016	Agreement finalized and executed

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

##### **B. Contact Information**

The Treasurer's Chief Procurement Officer ("CPO") is the sole point of contact concerning this RFP.

Respondents should submit questions about the intent or content of this RFP and request clarification of any and all procedures used for this procurement prior to the submission of a Proposal. Respondents must submit their questions in writing by e-mail to the CPO by 2:00 p.m. CT on November 5, 2015.

Jim Underwood  
Chief Procurement Officer  
Office of the Illinois State Treasurer  
400 W. Monroe St., Suite 401  
Springfield, IL 62704  
Phone: 217.782.1708  
Fax: 217.524.3822  
[junderwood@illinoistreasurer.gov](mailto:junderwood@illinoistreasurer.gov)

**C. Mandatory Bidder's Conference**

Each Respondent must e-mail notice of intent to attend the Bidder's Conference to Jim Underwood at [junderwood@illinoistreasurer.gov](mailto:junderwood@illinoistreasurer.gov) prior to 2:00 p.m. CT on October 22, 2015. Attendance at the Bidder's Conference is mandatory, but it may be attended via teleconference. The Bidder's Conference shall be on October 27, 2015 at 11:00 a.m. CT at the following address:

James R. Thompson Center  
100 West Randolph Street  
Suite 15-600  
Chicago, IL 60601

**D. Proposal Submittal**

All Proposals must be submitted by mail or messenger to the following address, no later than 2:00 p.m. CT on December 10, 2015:

Mr. Jim Underwood  
Chief Procurement Officer  
400 West Monroe Street, Suite 401  
Springfield, IL 62704

**E. RFP Process**

1. RFP Contact

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

2. Internet/E-mail Communications

The Treasurer may 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. Amendments

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

5. Respondent's Costs

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

6. Withdrawal of Proposal

Respondent may withdraw its Proposal at any time prior to the deadline for receipt of Proposals. 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 Proposal. Such amended Proposal must be a complete replacement for the previously submitted Proposal and must be clearly identified as such in the transmittal letter to the CPO.

8. Proposal is an Offer

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

9. Response to RFP is State Property

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

10. 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:

- i. Cancel this RFP;
- ii. Modify this RFP in writing as needed; or

iii. Reject any or all responses received for this RFP.

## V. **PROPOSAL**

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

### A. **Proposal Format**

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

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

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

7. Unique Capabilities – Provide a summary, not to exceed five (5) pages, of any unique expertise, products or services that distinguish your institution.
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), attached hereto as Appendix C, D, and E, respectively.
9. Proposal – Proposals must be submitted in a sealed envelope or package bearing the title “Office of the Illinois State Treasurer Request for Proposals TDA II Program Administrator” and the Respondent’s name and address. The package must include one (1) original and four (4) copies of the Proposal. A separate envelope must contain one (1) original and four (4) copies of the Cost Proposal. In addition, please provide three (3) electronic copies of the Proposal and three (3) separate electronic copies of the Cost Proposal. Each electronic Proposal copy and each electronic Cost Proposal copy shall be on a separate electronic storage device, such as a CD or thumb drive.

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

Background and Experience

1. Please provide the year your firm was established and give a brief history of your firm.
2. Please provide the organization’s name, and the name, title, address, phone number, fax number, and email address of the individual who will be our primary contact.
3. Please provide the address and website of the firm’s headquarters and all branch offices.
4. Please identify all of your firm’s lines of business, products, and services.
5. Please provide a brief description of your firm’s plans for growth, such as asset growth, personnel growth, and succession planning, over the next 3-5 years.
6. Please comment on the financial solvency of your firm. Do you have any firm debt? What is the minimum asset level required for your firm to remain profitable?
7. Please give succession plans for key employees if retirements are planned within five (5) years.
8. What is the current ownership and management structure of the firm? Please include employees at all levels.

9. Who are the principals and/or managing partners? How long has each been at the firm?
10. What provisions are in place to promote the retention of principals and/or managing partners?
11. What, if any, are the carried interests and ownership interests in the firm held by individuals or business entities not employed by the firm?
12. What is the firm's compensation structure? What are the vesting provisions? Are there vesting provisions for future principals and/or managing partner additions?
13. Please describe the firm's professional turnover for the last five (5) years.
14. Are any new hires expected in the near term? Please explain at what level these new hires are expected, and their anticipated compensation (salary, bonus, participation in carried interest).
15. What is the decision-making process internally among the principals for (i) internal matters, (ii) new partners, and (iii) partnership operations and management decisions?
16. Does the firm have a succession plan in place? If so, please describe.
17. Please describe any significant changes in the organizational structure, ownership or management of your firm over the past three (3) years.
18. Please provide a summary organizational chart showing your proposed team, including analytical investment and research staff and support staff. Describe the role of each key person.
19. Please provide brief biographies and educational background of the investment professionals in the firm. List percent of ownership by the investment professional, and which products they worked on.
20. Please provide three (3) client references, current or past, and state the organization's name, their website (if any), a point of contact, physical address, telephone number, e-mail address, and the scope of work you provided.

#### Advisory and Administration Services

21. Please summarize the assets under your firm's management and/or advisement, as well as those for governmental entities, over the past five (5) years. Please include detailed information on each account managed or advised on, its purpose, projected and actual returns and any economic development statistics available.
22. Please describe the experience your firm has managing or advising on venture capital and private equity funds and/or funds of funds over the past five (5) years.

Please include detailed information on each account managed or advised on, its purpose, projected and actual returns and any economic development statistics available.

23. Please describe the experience your firm has managing programs similar to the one outlined in the Acts.
24. Please describe the investment philosophy and strategy upon which your firm would base its investment decisions. Provide supporting documentation regarding your assumptions of the target market and the overall viability of the proposed strategy.
25. Please identify the types of accounts and assets primarily managed or advised by your firm.
26. What metrics, ratios or models are most critical to your firm in the investment process?
27. What existing or potential relationships could impact your firm's ability to provide the services outlined in this RFP? What such relationships could create ethics violation or conflict of interest situations?
28. Have you entered into any side letter agreements or other arrangements with any general or limited partners? Do you anticipate doing so prior to or at the final closing? Are there any 'most favored nations' provisions? Are there 'special' limited partners or limited partners who also have investments in, or special rights from, the general partner or manager? If so, please explain.
29. Please describe what steps your firm will take to ensure proper vetting of personnel, funds, etc. to avoid conflict of interest and other ethics violation situations (Please be as detailed as possible).
30. Please identify all prior funds each principal has been involved with in any capacity.
  - a. Is the firm or any of its principals involved in, or a partner in, any other businesses outside of the firm's activities? Please describe.
  - b. Has the firm or any of its principals (including former principals) ever been involved in any litigation? Please describe. Are any cases still open or pending?
31. Does your firm have an ownership stake in a broker-dealer or is otherwise affiliated with a broker-dealer? Please name the broker-dealer and describe the structure of this relationship.
32. Are you a registered investment advisor? Please attach a copy of your ADV Part II.

33. Please provide a brief description of any past or pending regulatory action, litigation, or other legal proceedings involving the firm or any employees and/or principals as defendants in the last five (5) years.
34. Are you currently or have you been in the last five (5) years out of compliance with the SEC, DOL, or any regulatory agencies? If yes, please explain thoroughly.
35. Has your firm been audited by the SEC, DOL, or any regulatory agency in the past five (5) years? Please explain any key findings. Please attach a copy of the SEC Review findings and firm responses.
36. Do you have a dedicated compliance officer? Does this person serve other roles within the firm? If so, please describe.
37. Who is the firm's independent auditor? How long have they been serving in this capacity? Please provide copies of the last four (4) quarterly reports and the last three (3) years' audited financials.
38. Who is the firm's outside legal counsel or do you use an in-house legal team? Please provide brief biographies for them, indicating how long they have been serving in this capacity.
39. Please provide contact names with addresses and phone numbers for all legal counsel and the accounting firms the sponsor has engaged over the past five (5) years. Please provide a brief description of the nature of the engagement.
40. Please describe your firm's disaster recovery and business continuity plans, specifically addressing the most recent date and the numbers of times you have practice and tested your procedures in the past five (5) years, and the result of those exercises. Please provide a copy of your firm's disaster recovery and business continuity procedures.
41. Please describe your firm's ability to create a TDA II thematic website and standardized submission process that allows Illinois-based, profit-driven entrepreneurial ventures to submit their endeavors for seed capital/funding to the Program Administrator. The Program Administrator will maintain a list of submissions and make them available to the specific Recipient Funds. If you cannot provide this function, please state your willingness to enter into a relationship (at the Respondent's cost) with an entity that can.

#### Reporting Requirements

42. Please describe how your firm will track investments made into Recipient Funds from the TDA II Account.

43. Please describe how your firm will assess investment performance and benchmark comparisons. Also, does your firm have a capacity to perform benchmark comparisons against public market equivalents portfolios?
44. Please describe in what detail and to what extent your firm will report on the portfolio diversification (i.e. company sectors/industries, geographical, demographic, socio-economic characteristics); jobs created and tax revenue paid; portfolio company developmental stage (Seed, VC, Buyout); etc. (Please be as detailed as possible). If you cannot provide this function, please state your willingness to enter into a relationship (at the Respondent's cost) with an entity that can.
45. Please describe how your firm will ensure properly itemized Partners' capital statements that include, but are not limited to, capital calls, distributions, revenues, expenditures, realized gains and losses, unrealized gains and losses. If you cannot provide this function, please state your willingness to enter into a relationship (at the Respondent's cost) with an entity that can.
46. Please describe how your firm will provide timely consolidated reports quarterly and annually, reflecting all the information recorded by and required of the Recipient Funds and portfolio companies.
47. Please describe how your firm will reconcile the reporting and accounting practices of portfolio companies, Recipient Funds and the State of Illinois. Also, please provide the means by which your reports to the Treasurer's Office will achieve adherence to Government Accounting Standards Board (GASB) rules.
48. Will your firm be capable of providing timely Statements on Standards of Attestation Engagements (SSAE 16) Service Organization Control Reports (formerly referred to as SAS 70 Reports)?
49. Please describe how your firm will ensure all Recipient Funds prepare annual and quarterly financial statements in accordance with FASB Topic 820 and FASB Topic 946, which includes fair value measurement standards. If you cannot provide this function, please state your willingness to enter into a relationship (at the Respondent's cost) with an entity that can.
50. Please describe how your firm will ensure timely financial reporting by the Recipient Funds (Quarterly Reports within 45-90 calendar days of quarter-end; Audited Annual Financial Statements within 90 calendar days of year-end). If you cannot provide this function, please state your willingness to enter into a relationship (at the Respondent's cost) with an entity that can.
51. Please describe how your firm will ensure standardization of reporting across Recipient Funds.
52. Please describe how your firm will prepare an out-facing annual report that includes (1) a summary of Recipient Fund performance, (2) impact on Illinois

companies and Illinois economy, (3) percentage and amounts of investment options/returns, and (4) other pertinent information to ensure program impact. If you cannot provide this function, please state your willingness to enter into a relationship (at the Respondent's cost) with an entity that can.

#### Investment Duties

53. Please describe how you intend to seek, recruit, and source potential investment funds. What access do you have to most highly-sought venture and private equity funds?
54. Please describe how the selection of venture capital and private equity investments will be screened and reviewed for funding.
55. Describe potential risk factors related to the stated investment strategy.
56. Please describe how your firm's proposed fund allocation recommendation to multi-stage funds such as venture, growth, buyout, and mezzanine.
57. What is the policy/assumption for portfolio allocations between equity, debt, and other forms of investment? Target dollar range for each investment? Estimated number of portfolio investments?
58. Are there geographical preferences for investments? Industry preferences?
59. What is the estimated number of portfolio investments? Target dollar range for each investment?
60. What is the estimated length of time before the TDA II Account will be fully invested?
61. Who are the firm's competitors? How do you differentiate yourself from competitors?
62. What are the firm's documentation procedures? Please attach a sample of each of the following documents: due diligence checklist, deal log, a typical investment term sheet that you would use, and a summary investment memorandum.
63. What is the firm's valuation policy and methodology?
64. What is the firm's approach to UBTI related investments?
65. Please describe how your firm will present and review co-investment opportunities.
66. Please describe your firm's experience in allocating funds with/to the Small Business Administration's (SBA) Small Business Investment Companies (SBICs) program.

67. Please complete the table below for each venture or private equity fund the Respondent has participated or advised on for the previous five years.

Fund Name	Vintage Year	Type	% Called	% Distributed	Remaining Value	Multiple (Net of Fees)	IRR (Net of Fees)	As of Date

Diversity

68. 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.

69. 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.

70. 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.

71. Is the Respondent or its affiliates female, minority, persons with disabilities, or veteran owned or managed? Please cite with supporting data.

72. 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.

Illinois Presence

73. Please describe what presence the Respondent has in the State of Illinois. Such “presence” can be demonstrated by the percentage of Respondent’s full-time employees or employees who spend more than half their time in Illinois and having physical offices or a principal place of business located in Illinois. Please cite with supporting data.

74. Using the definition provided above, what is the percentage of Respondent's intended use of subcontractors for this Project, if any, that have an Illinois presence? Please cite with 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. In setting forth such information, separate the current fiscal year fee from the fee for the next two fiscal years. The figures provided should include all fees/costs.

Pricing schedules are to cover a six (6)-year period. It is anticipated all of the Respondent's costs to the State will be included in the pricing as outlined above, and consistent with the requirements outlined throughout this RFP.

## **VI. EVALUATION PROCESS & CRITERIA**

### **A. Mandatory Requirements**

1. The Respondent must answer all the questions in this RFP.
2. Responses to this RFP should set forth the specific manner in which the Respondent will satisfy each requirement.
3. The Respondent must submit the name, address, email, and telephone number of an individual with authority to answer questions or clarify their responses.
4. The Respondent must have substantial experience advising, or assisting in the advisement of, assets, funds, and funds of funds. The following criteria are required and exceptions will not be granted:
  - a. The Respondent must have assets under management or advisement of at least \$1 billion.
  - b. The Respondent must have at least three (3) years' experience in managing or advising assets for government entities.
  - c. The senior professionals in charge of providing the services under the proposed agreement must have at least five (5) years relevant experience in venture capital and/or private equity investing.
  - d. The Respondent must agree to submit reports and other supporting materials, as requested, in a timely manner.
5. The Respondent and any sub-contractor(s) must submit a fully executed State Certifications Form, Appendix C.
6. The Respondent and any sub-contractor(s) must submit a fully executed Financial Interest and Potential Conflicts of Interest Disclosure Form, Appendix D.

7. The Respondent and any sub-contractor(s) must submit a fully executed Other Contract and Procurement Related Information Disclosure Form, Appendix E.

**B. Evaluation Factor Weighting Table**

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

Evaluation Factor	Weight
Background & Experience	10
Advisory & Administrative Services	25
Reporting Abilities	15
Investment Duties	20
Cost Proposal	20
Diversity	5
Illinois Presence	5
<b>TOTAL</b>	<b>100</b>

**C. Evaluation Factors**

1. Background and Experience

Scoring will be based on the thoroughness and clarity of the response, the breadth and depth of the similar engagements, the talent and experience of assigned personnel, and the perceived validity of the response. The evaluation also will include reference checks regarding the Respondent's work for previous clients receiving similar services to those proposed for TDA II.

2. Advisory and Administrative Services

Scoring will be based on Respondent's experience with and demonstrated ability to provide quality advice and recommendations to the Treasurer.

3. Reporting Abilities

The evaluation will assess the Respondent's ability to provide timely and accurate reports as required under the Act and detailed in the RFP as well as the quality of these reports.

4. Investment Duties

Respondent's investment strategy and experience will be evaluated and scored, as well as its abilities to manage investment strategies and asset allocation.

5. Cost Proposal

Respondent's Cost Proposal score will be scored based on an evaluation of its cost-effectiveness.

6. Diversity Score

Respondent's diversity score will be scored based on the answers Respondent provides to the diversity questions in Section V.B of this RFP. The Evaluation Team shall award a higher diversity score to Respondents that are female, minority, person with disabilities, or veteran owned or managed. Having a higher percentage of subcontractors that are female, minority, person with disabilities, or veteran owned or managed shall also result in higher scores.

7. Illinois Presence Score

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

**D. Evaluation Process**

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

**VII. CONTRACTUAL TERMS**

The Contractor must specifically agree to each contractual provision set forth below.

A. Contractual Responsibility

If chosen to provide the services under this RFP, Contractor will be contractually responsible for all services provided.

B. Governing Law; Venue

The Agreement shall be governed in all respects by the laws of the State of Illinois. Venue shall be proper only in the Illinois Court of Claims in accordance with the Illinois Court of Claims Act (705 ILCS 505/1 et seq.). By execution of the Agreement, Contractor acknowledges and agrees to the exclusive jurisdiction of the Illinois Court of Claims over any and all lawsuits arising under or out of any term of the Agreement.

C. Standard of Care; Fiduciary Status

The Contractor agrees and acknowledges that it owes fiduciary duties to the Treasurer in regard to the services it will provide under the Agreement in respect to TDA II and the investment and accounts therein. The Contractor further acknowledges that it shall manage TDA II in trust for the Treasurer and that it is subject to the requirement to use prudence and care in its dealing with TDA II and the investments relating to TDA II, in accordance with applicable law, and all other fiduciary requirements to which it is subject. The Contractor accepts its appointment as such fiduciary and specifically agrees that in performing its duties hereunder it will act with the care, skill, prudence and diligence under the circumstances then prevailing, specifically including, but not by way of limitation, the general economic conditions, the anticipated needs of the investments relating to TDA II, that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims to seek to attain the goals of TDA II as determined from the Act and the Treasurer's Investment Policy Statement. The Contractor agrees to discharge its duties with respect to TDA II solely in the interest of the Treasurer.

D. Internal Controls

The selected Contractor shall annually provide the Treasurer with a copy of the Annual Report or Form 10-K of its parent holding company and its most recent SSAE 16 report which will include the attestation of the company's independent registered accounting firm regarding the company's internal control over financial reporting.

E. Disaster Recovery and Backup Facilities

Contractor shall prepare and test a plan for recovery of financial transactions and related information in the event of a disaster or system failure. Contractor shall furnish a copy of the plan, test results, and the results of the annual audit of the disaster recovery plan to the Treasurer.

F. Term of Agreement

1. Initial Term. The term of the Agreement shall commence on March 1, 2016 and shall expire on February 28, 2022 ("Initial Term"), unless terminated prior to such date in accordance with the terms of the Agreement.
2. Term Extension. The Treasurer reserves the right to extend the Agreement for an additional four (4) years ("Extension Term"), provided that the Treasurer notifies the Contractor in writing of its intention to do so at least ninety (90) days prior to the expiration date of the Initial Term. An Extension Term of this Agreement, and any amendments to this Agreement in connection with such Extension Term, shall be effected through a written instrument executed by the Contractor and the Treasurer and in accordance with applicable law.

G. Termination for Cause/Reduction of Fee

Notwithstanding any foregoing language to the contrary, the Agreement may be terminated by the Treasurer under any of the following circumstances:

1. Contractor fails to furnish a satisfactory performance within the time specified.
2. Contractor fails to perform any of the provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms.
3. Any services provided under the Agreement are rejected and are not promptly corrected by Contractor, or repeatedly rejected even though Contractor offers to correct services promptly.
4. There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means were used to obtain the Agreement.
5. Contractor is guilty of misrepresentation in connection with another contract for services to the State.
6. Contractor is adjudged bankrupt or enters into a general assignment for the benefit of their creditors or receivership due to insolvency.
7. Contractor disregards laws and ordinances, rules, or instructions of a contracting officer or acts in violation of any provision of the Agreement or this part, or the Agreement conflicts with any statutory or constitutional provision of the State of Illinois or of the United States.
8. 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 fee 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.

H. Review

Treasurer's staff will conduct periodic performance reviews of the successful Contractor, during which its compliance with all aspects of the Agreement with Treasurer will be reviewed and assessed.

I. Liability and Indemnification

Contractor shall indemnify and hold the Treasurer harmless from and against any and all losses, including but not limited to, losses due to the negligent acts or omissions or willful misconduct of 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.

J. Confidentiality

Contractor shall be prohibited from using or disclosing confidential information received in the course of fulfilling its obligations pursuant to the Agreement, except in the performance of its internal responsibilities and normal functions. Confidential information includes all information but the following:

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

This Section shall survive the termination of the Agreement.

K. 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 Contractor under any agreement for the Treasurer, whether preliminary or final, will become and remain the property of the Treasurer, including any copyright or service marks Contractor developed on behalf of the Treasurer. The Treasurer shall have the right to use all such work product without restriction or limitation and without further compensation to 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.

L. Subcontractors

The Contractor may not use subcontractors to perform the duties as outlined in the RFP unless the subcontractor is approved, in advance, by the Treasurer. If the response requires a subcontractor, the Contractor must disclose the duties

performed by the subcontractor. Subcontractors will be required to submit separate State Certifications and Disclosure Forms, a copy of which is found in Appendixes C, D, and E.

M. 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 this Agreement nor any of the rights, interests, or obligations is assignable without the prior written consent of the other party. Any attempt by Contractor to transfer or assign any rights or obligations related to the provision of services under this Agreement, without the prior written consent of the Treasurer, shall render this Agreement voidable by the Treasurer. The Treasurer may unilaterally bind any successor of the provider to the terms and conditions of any Agreement between the parties.

N. Services

Contractor shall not modify any service or the manner of providing such service under this Agreement without the prior written authorization of the Treasurer. Modification means any change to an existing service or the addition of a new service.

O. Access to Information

Upon request, the selected Contractor shall provide the Treasurer access to all files, records, participant email addresses, documents, and data pertaining to TDA II that are in its possession and control regardless of how that information is stored. The information shall be provided in a form acceptable to the Treasurer.

P. State Certifications/Disclosures

The Agreement will incorporate Contractor's fully executed State Certifications and Disclosure Forms, a copy of which is attached hereto as Appendixes C, D, and E.

Q. Right to Audit Books and Records

The Contractor and any subcontractors shall maintain, for a minimum of six (6) years after the termination of the Agreement, adequate books, records, and supporting documents related to the Agreement. These documents shall be available for review and audit by the Treasurer and the Illinois State Auditor General. The selected 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. 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

underlying agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

## **IX. APPENDICES**

- A. Technology Development Act
- B. Technology Development Act II
- C. State Certifications Forms
- D. Financial Interest and Potential Conflicts of Interest Disclosure Form
- E. Other Contract and Procurement Related Information Disclosure Form

## Appendix A

### [30 ILCS 265/10](#)

Statutes current through Public Act 99-20 of the 2015 Legislative

*Illinois Compiled Statutes Annotated* > *Chapter 30 FINANCE* > *RECEIPT, INVESTMENT, AND DISBURSEMENT* > *Technology Development Act*

### **30 ILCS 265/10 Technology Development Account**

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- (a) The State Treasurer may segregate a portion of the Treasurer's investment portfolio, that at no time shall be greater than 1% of the portfolio, in the Technology Development Account, an account that shall be maintained separately and apart from other moneys invested by the Treasurer. The Treasurer may make investments from the Account that help attract, assist, and retain quality technology businesses in Illinois. The earnings on the Account shall be accounted for separately from other investments made by the Treasurer.
- (b) Moneys in the Account may be invested by the State Treasurer to provide venture capital to technology businesses seeking to locate, expand, or remain in Illinois by placing money with Illinois venture capital firms for investment by the venture capital firms in technology businesses. "Venture capital", as used in this Act, means equity financing that is provided for starting up, expanding, or relocating a company, or related purposes such as financing for seed capital, research and development, introduction of a product or process into the marketplace, or similar needs requiring risk capital. "Technology business", as used in this Act, means a company that has as its principal function the providing of services including computer, information transfer, communication, distribution, processing, administrative, laboratory, experimental, developmental, technical, testing services, manufacture of goods or materials, the processing of goods or materials by physical or chemical change, computer related activities, robotics, biological or pharmaceutical industrial activity, or technology oriented or emerging industrial activity. "Illinois venture capital firms", as used in this Act, means an entity that has a majority of its employees in Illinois or that has at least one managing partner domiciled in Illinois that has made significant capital investments in Illinois companies and that provides equity financing for starting up or expanding a company, or related purposes such as financing for seed capital, research and development, introduction of a product or process into the marketplace, or similar needs requiring risk capital.
- (c) Any fund created by an Illinois venture capital firm in which the State Treasurer places money pursuant to this Act shall be required by the State Treasurer to seek investments in technology businesses seeking to locate, expand, or remain in Illinois.
- (d) The investment of the State Treasurer in any fund created by an Illinois venture capital firm in which the State Treasurer places money pursuant to this Act shall not exceed 10% of the total investments in the fund.
- (e) The State Treasurer shall not invest more than one-third of the Technology Development Account in any given calendar year.
- (f) The Treasurer may deposit no more than 10% of the earnings of the investments in the Technology Development Account into the Technology Development Fund.

## History

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[P.A. 92-851](#), § 10; [94-395](#), § 5.

## Annotations

## Notes

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### Effect of Amendments.

The 2005 amendment by [P.A. 94-395](#), effective August 1, 2005, added (f).

Illinois Compiled Statutes Annotated  
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## Appendix B

### [30 ILCS 265/11](#)

Statutes current through Public Act 99-20 of the 2015 Legislative Session

ILLINOIS COMPILED STATUTES ANNOTATED > CHAPTER 30. FINANCE > RECEIPT, INVESTMENT, AND DISBURSEMENT > TECHNOLOGY DEVELOPMENT ACT

#### **§ 30 ILCS 265/11. Technology Development Account II**

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- Sec. 11.** Technology Development Account II. (a) In addition to the amount provided in Section 10 of this Act [[30 ILCS 265/10](#)], the State Treasurer may segregate a portion of the Treasurer's investment portfolio, that at no time shall be greater than 2% of the portfolio, in the Technology Development Account IIa ("TDA IIa"), an account that shall be maintained separately and apart from other moneys invested by the Treasurer. Distributions from the investments in TDA IIa may be reinvested into TDA IIa without being counted against the 2% cap. The Treasurer may make investments from TDA IIa that help attract, assist, and retain quality technology businesses in Illinois. The earnings on TDA IIa shall be accounted for separately from other investments made by the Treasurer.
- (b) The Treasurer may solicit proposals from entities to manage and be the General Partner of a separate fund ("Technology Development Account IIb" or "TDA IIb") consisting of investments from private sector investors that must invest, at the direction of the Treasurer, in tandem with TDA IIa in a pro-rata portion. The Treasurer may enter into an agreement with the entity managing TDA IIb to advise on the investment strategy of TDA IIa and TDA IIb (collectively "Technology Development Account II" or "TDA II") and fulfill other mutually agreeable terms. Funds in TDA IIb shall be kept separate and apart from moneys in the State treasury.
- (c) Moneys in TDA IIa may be invested by the State Treasurer to provide venture capital to technology businesses seeking to locate, expand, or remain in Illinois by placing money with Illinois venture capital firms for investment by the venture capital firms in technology businesses. "Venture capital", as used in this Section, means equity financing that is provided for starting up, expanding, or relocating a company, or related purposes such as financing for seed capital, research and development, introduction of a product or process into the marketplace, or similar needs requiring risk capital. "Technology business", as used in this Section, means a company that has as its principal function the providing of services, including computer, information transfer, communication, distribution, processing, administrative, laboratory, experimental, developmental, technical, or testing services, manufacture of goods or materials, the processing of goods or materials by physical or chemical change, computer related activities, robotics, biological or pharmaceutical industrial activity, or technology oriented or emerging industrial activity. "Illinois venture capital firm", as used in this Section, means an entity that has a majority of its employees in Illinois or that has at least one managing partner or member of the general partner domiciled in Illinois, and that provides equity financing for starting up or expanding a company, or related purposes such as financing for seed capital, research and development, introduction of a product or process into the marketplace, or similar needs requiring risk capital. "Illinois venture capital firm" may also mean an entity that has a track record of

identifying, evaluating, and investing in Illinois companies and that provides equity financing for starting up or expanding a company, or related purposes such as financing for seed capital, research and development, introduction of a product or process into the marketplace, or similar needs requiring risk capital. For purposes of this Section, "track record" means having made, on average, at least one investment in an Illinois company in each of its funds if the Illinois venture capital firm has multiple funds or at least 2 investments in Illinois companies if the Illinois venture capital firm has only one fund. In no case shall more than 10% of the capital in the TDA IIa be invested in firms based outside of Illinois.

- (d) Any fund created by an Illinois venture capital firm in which the State Treasurer places money pursuant to this Section shall be required by the State Treasurer to seek investments in technology businesses seeking to locate, expand, or remain in Illinois. Any fund created by an Illinois venture capital firm in which the State Treasurer places money under this Section ("TDA II-Recipient Fund") shall invest a minimum of twice (2x) the aggregate amount of investable capital that is received from the State Treasurer under this Section in Illinois companies during the life of the fund. "Illinois companies", as used in this Section, are companies that are headquartered or that otherwise have a significant presence in the State at the time of initial or follow-on investment. Investable capital is calculated as committed capital, as defined in the firm's applicable fund's governing documents, less related estimated fees and expenses to be incurred during the life of the fund.

Any TDA II-Recipient Fund shall also invest additional capital in Illinois companies during the life of the fund if, as determined by the fund's manager, the investment:

- (1) is consistent with the firm's fiduciary responsibility to its limited partners;
- (2) is consistent with the fund manager's investment strategy; and
- (3) demonstrates the potential to create risk-adjusted financial returns consistent with the fund manager's investment goals.

In addition to any reporting requirements set forth in Section 10 of this Act, any TDA II-Recipient Fund shall report the following additional information to the Treasurer on a quarterly basis for all investments:

- (1) the names of portfolio companies invested in during the applicable investment period;
- (2) the addresses of reported portfolio companies;
- (3) the date of the initial (and follow-on) investment;
- (4) the cost of the investment;
- (5) the current fair market value of the investment;
- (6) for Illinois companies, the number of Illinois employees on the investment date; and
- (7) for Illinois companies, the current number of Illinois employees.

If, as of the earlier to occur of (i) the fourth year of the investment period of any TDA II-Recipient Fund or (ii) when that TDA II-Recipient Fund has drawn more than 60% of the investable capital of all limited partners, that TDA II-Recipient Fund has failed to invest the minimum amount required under this subsection (d) in Illinois companies, then the Treasurer shall deliver written notice to the manager of that fund seeking compliance with the minimum amount requirement under this subsection (d). If, after 180 days of delivery of notice, the TDA II-Recipient Fund has still failed to invest the minimum amount required under this subsection (d) in Illinois companies, then the Treasurer may elect, in writing, to terminate any further commitment to make capital contributions to that fund which otherwise would have been made under this Section.

- (e) Notwithstanding the limitation found in subsection (d) of Section 10 of this Act, the investment of the State Treasurer in any fund created by an Illinois venture capital firm in which the State Treasurer places money pursuant to this Section shall not exceed 15% of the total investments in the fund.
- (f) The State Treasurer shall not invest more than one-third of Technology Development Account II in any given calendar year. If in any calendar year less than one-third of Technology Development Account II is invested, 50% of the shortfall may be invested in the following calendar year in addition to the regular one-third investment.
- (g) The Treasurer may deposit no more than 10% of the earnings of the investments in the Technology Development Account IIa into the Technology Development Fund.

## History

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### Source:

[P.A. 97-197](#), § 5.

### Annotations

## Notes

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### EFFECTIVE DATE.

Section 99 of [P.A. 97-197](#) made this section effective upon becoming law. The Act was approved July 25, 2011.

ILLINOIS COMPILED STATUTES ANNOTATED

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## Appendix C

### 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](http://www.ilga.gov).

#### **29.0 THIRD-PARTY PAYMENTS.**

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

#### **30.0 MOST FAVORABLE TERMS.**

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

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

### **31.0 BOARD OF ELECTIONS REGISTRATION**

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

*(or)*

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

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

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

### **33.0 ENVIRONMENTAL PROTECTION ACT VIOLATIONS**

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

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

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

### **35.0 BOND ISSUANCES**

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

### **36.0 POLITICAL CONTRIBUTIONS**

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

### **37.0 LOBBYING RESTRICTIONS**

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

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

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

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

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

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

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

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

\_\_\_\_\_

CONTRACTOR

By:

\_\_\_\_\_

Signature

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

## Appendix D

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

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<br>_____ | No<br>_____ |
|----|--|--------------|-------------|

This disclosure is submitted on behalf of

\_\_\_\_\_  
(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

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

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

## Appendix E

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

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

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

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

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

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

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

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

Official authorized to sign on behalf of contractor/offeror:

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

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