

**Office of the Illinois State Treasurer
Dan Rutherford**

Request for Proposals

Payment Application Services for The Illinois Funds:
Electronic Payment Services Program (E-Pay)

February 8, 2012

1.0 Introduction of E-Pay

The General Assembly created the first local government investment pool in 1975 so communities statewide could invest their money together to earn greater returns. Today, the pool is called the Illinois State Treasurer's Office (STO) – Illinois Funds Division (IFD), and its portfolio holds over \$5 billion. The IFD manages a program titled Illinois E-Pay (www.illinoisepay.com) that allows for participating State of Illinois government entities to accept several forms of electronic payments, be it over-the-counter, telephone, or internet. The program has over 700 participating entities.

Citizens then use E-Pay to pay various types of bills such as college payments, water bills and property taxes. Some payments are made for a particular amount (such as a monthly water bill) and some are made “blind” – the user chooses to pay an amount of their choice (such as a flat monthly tuition payment). A convenience fee – based on a schedule of either a flat amount or a percentage of the payment – is added to the payment amount to derive the total payment amount.

There are three primary areas of the E-Pay application: the STO Admin area, the Participant's admin area, and the Payments area.

- ♦ STO Admin area – The Illinois Funds personnel will add a new participant to the system. This establishes the security for that entity which allows them access to use the system.
- ♦ Participant's Admin area – Each participant can use the system to set it up to look and feel like that entity's site. Names and addresses will be entered, color schemes chosen and photos uploaded to give each participant's site a personalized look. This is also where vendors may upload files to allow for payments for a specific amount. Please also see appendix A.
- ♦ Payments area – A customer will look up the entity they want to pay and the payment will actually be made. Please also see Appendix B

E-Pay uses various vendors on the back end of the payments process to actually complete the payment transaction. E-Pay currently collects the credit card information and passes it along to partners, such as Global Payments and ACH Direct, to apply the charge to the credit card. **However, one significant change that will be made to the current processing is where this “handoff” will be made. E-Pay no longer wishes to collect the credit card information but rather will pass the user to a secure payment gateway (ACH Direct) before the credit card information is collected.** This change is in response to the Payment Card Industry (PCI) compliance rules that must be followed. By handing off the collection of credit card information, the STO will be held to a lower compliance standard that is more in line with our business purpose.

2.0 E-Pay Application Functionality

- Objectives of the Application:
 - Provide an administration (E-Pay Admin) functionality
 - Provide an administration page via GUI design
 - Provide front-end website template and overall design

- Provide stability and sound coding techniques
 - Provide support to integration techniques
 - Offer the Scalability of multiple Payments Gateways
 - Provide logging, reporting, and analytical techniques for general traffic, customer transactions, and general site information
 - Provide all functions that apply to the current Illinois E-Pay product
 - Provide easy Template Style Navigation of entities and their payments
 - Record data entered relating to each unit of government in a SQL Server Database
 - Provide the ability to Offer Convenience Fees
 - Provide Shopping Cart Functionality
 - Provide Website Language Translator
- Programming, Languages, and Hardware required
 - Communication to ACH Direct's product PaymentsGateway via Secure Web Pay - Checkout
 - Microsoft SQL Server
 - ASP.NET
 - Visual Basic .NET (VB.NET)
 - Production specifications for server environment including sizing, RAID, load balancing, etc. (STO will procure)

3.0 Purpose of the RFP

Currently for internet transactions, a custom coded Java-based application is in use and hosted through an off-site vendor in Springfield providing 24/7/365 accessibility. The Treasurer desires to replace this Java web application with a Microsoft solution that conforms to our development standards so that the STO Information Technology (IT) department may provide long-term support. The new application will also be hosted by the same hosting vendor we have today.

The Treasurer is prepared to contract with a Respondent to replace the current payment application. The new system will be developed on a Microsoft platform using standard Microsoft development tools and products. Respondents are requested to provide proposals that include the project plan and timeline including analysis and design, development, quality assurance testing, training, data conversion and post-implementation support. The Respondent's personnel, for these services, will be based in our Springfield Office at 400 West Monroe Street, Suite 401, Springfield, IL 62704.

With 700 participants, it is not reasonable to train and convert all participants at one time. Therefore, training may be proposed with a “train the trainer” method as well as with a widespread training method (webinars, etc.) and the Treasurer will determine which method is most cost-effective. It is also desirable to have a generic data conversion procedure developed such that as each entity is converted, STO personnel can complete the conversion.

There are a few peak seasons for payments – college tuition payments and property tax payments. College tuition payments spike in August and January but also have regularly occurring monthly payments. The larger spikes occur for the two installments of property taxes – the first installment is mid-May through mid-June and the second installment is mid-August through mid-September. There are about 80 county treasurers who use E-Pay to collect property taxes. It is desirable to have the new system in place for the first installment and to have at least some of the participating county treasurers converted to the new system. However, we do not want to compromise quality to meet this deadline. The current E-Pay system was written over ten years ago and we expect the new system to have a similar life cycle. Therefore, it must be developed solidly.

The IT Staff at the STO will have the responsibility of long-term support of this application. Therefore, the Respondent must agree to adhere to the development standards and naming conventions set forth by the Treasurer. Only approved 3rd party development tools will be allowed. Design reviews and code reviews with the STO IT staff will take place on a regular (at least monthly) basis to ensure application is conforming to standards and to keep the IT staff aware of the development progress.

4.0 Mandatory Requirements/Pricing

The Treasurer desires a fixed price proposal with negotiated amounts to be paid upon the successful completion of each milestone defined below. Respondents will provide timeframes for each milestone listed in their response. Training of the Treasurer’s E-Pay staff must be included.

Milestones

- Design
 - o Sample pages for each section (end user, STO Admin, Participant Admin)
- Database Design
- Administrative section complete
 - o STO Admin
 - o Participant Admin
- Participant upload complete
- User site complete

- Payment process complete
- E-Pay staff training and acceptance testing
- Security Assessment of application to meet PCI compliance – ongoing
 - o Cost will be taken into account throughout the development process and there will be a payment milestone to be paid on when it is completely tested at the end and meets the specifications
 - o Respondent will need to sign off that they will commit to Requirement 6 in the PCI Data Security Standard, most importantly sections, 6.3 and 6.5.
 - Respondent proves their competence on the matter of secure development
 - Respondent signs off on their ability to handle these requirements pre-development.
 - require the proof that 6.3 and 6.5 were accomplished during and at the end of development
- Conversion/Transition of old ePay participants
 - o a percentage of small, medium and large size participants
- The following additional services will be required and should be included in the milestones above as the Respondent deems appropriate.
 - o Shopping cart functionality
 - o Mobile accessibility
 - o Disabled web accessibility
 - o Analytical and Reporting tools
 - o Logging capability

5.0 Contents of Responses

Each response must contain the following:

- A.** A cover letter with the following information:
1. The name, address, e-mail address and telephone number of the person or persons available for contact concerning your response and who is authorized to make representations on behalf of you or your organization.
 2. A statement indicating that, with the submission of your response, you understand that you are making an offer to the STO that is binding from the response opening date of February 22, 2012 for 180 days.
 3. Acknowledgement that you agree to the contractual provisions stated in Section 7.0 Contractual Terms.
- B.** Responses must be submitted in a sealed envelope or package bearing the title “State Treasurer Request for Proposals for Payment Application Services for The Illinois Funds: E-Pay.” The package must include one (1) signed original technical

response and four (4) copies of the technical response along with a separate package with one (1) signed original pricing and four (4) copies of the pricing. An electronic copy of the technical response is required.

C. Responses must include a complete description of your proposed services. This must include a reiteration of the functionality to be provided, the anticipated number of web pages in each functional area, a description of each back-end process and the timeline for each phase of the project. Please also include the names and roles of each person on the project team and the anticipated number of hours each person is scheduled on the project.

D. Responses must include a resume for each person that will be on the project team. The STO anticipates awarding this contract in March, 2012. Since the award will be made in a timely manner, we request that the resumes of the people who will be on the project be provided and not “representative resumes”. Should a replacement team member be required, the STO reserves the right to accept or reject the replacement team member.

6.0 RFP Procedures

A. Office of the State Treasurer Issues RFP:

The Treasurer is the sole point of contact concerning this RFP. Questions or requests for clarification about this RFP should be in writing and directed to:

Ms. Tracy Rutter, CPPB
Chief Procurement Officer
Office of the State Treasurer
400 West Monroe Street, Suite 401
Springfield, IL 62704
Telephone: (217) 782-6540
Fax: (217) 524-3822
E-Mail: trutter@treasurer.state.il.us

B: Required Response Date and Time:

All responses must be received by mail or messenger no later than 2:00 p.m., Wednesday, February 22, 2012.

Responses should be mailed to:

Dan Rutherford
Treasurer of the State of Illinois
Attn: Ms. Tracy M. Rutter, Chief Procurement Officer
400 West Monroe Street, Suite 401

Springfield, IL 62704

C. Questions about this RFP

Respondents should submit questions about the intent or content of this RFP and request clarification of any and all procedures used for this procurement by 12:00 p.m., February 14, 2012. Respondents must prepare their questions in writing and send them by e-mail to the above contact person.

Responses will be posted on the Treasurer's website by 1:00 p.m., February 17, 2012.

D. 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 to RFP for ease of communication throughout this RFP process.

E. 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.

F. Modifications to RFP

Any modification that may alter a specification, term or condition to this RFP will be effective only in a written communication from the Treasurer.

G. Amendments

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

H. Responders' Costs

The cost of developing a response to this RFP belongs solely to you and may not be charged to the Treasurer.

H. Withdrawal/Modification to Response

A Respondent may, by a letter to the contact person, withdraw or modify a submitted response to RFP prior to the response due date.

I. Response is an Offer

A submitted response to this RFP is a binding offer valid from the proposal opening date until 180 days thereafter.

J. Responses Are 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.

K. Chief Procurement Officer May Cancel RFP

If the Chief Procurement Officer determines that it is in the State's best interest, she reserves the right to do any of the following:

- Cancel this RFP;
- Modify this RFP in writing as needed; or
- Reject any or all proposals received in response to this RFP.

L. Evaluation of Responses to RFP

- Ability to provide the required services determined by general and specific experience in providing these services, a record of past performance of similar work and qualifications;
- Pricing; and
- References.

7.0 Contractual Terms:

You must specifically agree to each contractual provision set forth below.

A. Contractual Responsibility

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

B. Illinois Law

Any agreement made in connection with this RFP is governed in all respects by the laws of the State of Illinois.

C. Terms of Contract

The Treasurer will require these services for a period to be determined upon contract award.

D. Termination

a. Termination Without Cause:

The Treasurer may elect to terminate this agreement at any time upon three calendar days notice. Upon termination, the Treasurer will pay for work satisfactorily completed prior to the date of termination as determined in a reasonable manner.

b. Termination for Cause/Reduction of Fees:

Notwithstanding any foregoing language to the contrary, the Chief Procurement Officer may terminate this Agreement with the approval of the Treasurer and subject to the determination of the General Counsel under any of the following circumstances:

- (1) You fail to furnish satisfactory performance within the time specified.
- (2) You fail to perform any of the provisions of this contract or so fail to make progress as to endanger the performance of this contract in accordance with its terms.
- (3) Any services provided under the contract are rejected and are not promptly cured by you or repeatedly rejected even though you offer to cure services promptly.
- (4) There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means were used to obtain the contract.
- (5) You are guilty of misrepresentation in connection with another contract for services to the State and cannot be reasonably depended upon to fulfill your obligations under any of your contracts with the State.
- (6) You are adjudged bankrupt or enter into a general assignment for the benefit of your creditors or receivership due to insolvency.
- (7) You disregard laws and ordinances, rules, or instructions of the Treasurer or his agents, act in violation of any provision of the Agreement, or act in conflict of any statutory or constitutional provision of the State of Illinois or the United States.
- (8) You commit any other breach of the contract to be entered into or commit other unlawful acts.

E. Work Product

a. Ownership:

Except as otherwise agreed to in writing, all work product including, but not limited to, source code, documents, reports, data, information, and ideas specially produced, developed or designed by you under this Agreement for the Treasurer, whether preliminary or final, will become and remain the property of the Treasurer, including any copyright or service marks you 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 you.

b. Return of Materials:

Within thirty (30) days after expiration or termination of the Agreement, you will deliver to Treasurer, or to a third party if so instructed by the Treasurer, all work product and information in your possession in the performance of this Agreement. If requested by the Treasurer, you shall certify in writing that all such work and information has been delivered to Treasurer.

F. State Certification and Disclosure

The contract to be agreed upon pursuant to this RFP will incorporate your fully executed State Certifications and Financial and Potential Conflicts of Interest Disclosure Forms.

G. Indemnification

The selected Respondent will indemnify, defend and hold Treasurer, its officers, agent and employees, harmless from and against any and all liabilities, demands, claims, lawsuits, losses, damages, causes of action, fines, or judgments, including costs, attorneys' and witnesses' fees and expenses incident thereto, for all injuries, including but not limited to injuries to person and for loss of, damage to, or destruction of property because of the Respondent's negligent or intentional acts or omissions in connection with this RFP and subsequent Agreement.

H. Subcontracting

The Respondent may not use subcontractors to perform the duties as outlined in this RFP unless the subcontractor is approved, in advance, by the Treasurer. If your response requires a subcontractor, the respondent must disclose the duties performed by the subcontractor. Subcontractors will be required to submit State Certifications and Disclosure Forms.

I. Confidentiality and Security Requirements

You are prohibited from using or disclosing confidential information received while providing these services. Confidential information includes all information but the following:

- (i) information already known or independently developed by the recipient;
- (ii) information required to be released by law;
- (iii) information in the public domain through no wrongful act of the recipient; and
- (iv) information received by the recipient from a third party who is free to disclose it.

Appendix A – Admin Area

Below is a proposed structural design – Back End Site

Page Name	Page Description
Administrator Login Page	Allows for Login
Menu Index <ul style="list-style-type: none">▪ Configuration<ul style="list-style-type: none">▪ Fee Schedule Configuration▪ Shopping Cart Configuration▪ User Rights▪ Find Participant▪ Add Participant▪ Reporting	Menu for browsing admin section
Fee Schedule	Ability to turn on Fee Schedule Ability to create and save Fee Schedule Templates by participant
Shopping Cart	Ability to Edit Shopping Cart Functionality Ability to make the Shopping Cart present on only certain payables
User Rights	Ability to Add User Ability to Edit User (Name, Email, Password, Role, Associated Site(s), IP Address, Password Change Frequency) Ability to Restrict User's IP User Statistics (log in time, creation date, log in location)
Find Participant	Ability to Search Participant Database
Add Participant	Creation of Participant Website
Reporting	Detailed Reporting on Database Statistics

Build Back End Structure (admin facing)

- GUI Design for quick addition and editing of pages
 - Ability to add in MID and Password information
 - Ability to Turn Site Off from public view and search
- Current Payment Setup (ability to switch gateways)
- Current Convenience Fee Setup (ability to adjust convenience fees per entity)
 - Absorbing
 - Flat fee
 - Percentage fee
 - Sliding scale fee
- Over Payment Option: pay more than what is owed
- Recurring Payments option
- Admin section

- Secure User Login Screen for uploads
 - Limited IP Range for administrator screen
- Analytical Tools
- Logging Capability
- Secure Upload Capability (HTTP, FTP)

Appendix B – Customer Interface

Below is a proposed structural design – Front End Site

Page Name	Page Links
www.illinoisepay.com (Homepage)	Search Functionality (page currently exists)
Search Results	<ul style="list-style-type: none"> ▪ Search Results to both Databases (will require some collaboration between Hosting Provider and Respondent) ▪ Link to Homepage
Participant Index Page	<ul style="list-style-type: none"> ▪ Link to site payable(s) ▪ Link to Homepage
Data Collection Page	<ul style="list-style-type: none"> ▪ Link to Homepage
<p>May design single page (Data Collection & Payment Page) that provides all data collection on one page</p> <p>---POST---</p>	
Payment Page (hosted @ paymentgateway.net)	<ul style="list-style-type: none"> ▪ Link to Homepage
Payment Results	<ul style="list-style-type: none"> ▪ Successful or Unsuccessful

Build Front End Structure

- Template Style (similar to current site)
- Little or no scrolling
- Limit of 1-2 Pages
- Shopping Cart (allow only same payment type)
 - (For example: user can't pay parking ticket, school registration, and water bill. But can pay for 5 children's school registrations)
- Lightbox style Pop-up Design for Help Sections
- Editable payable links (For example: Large Image Payment Link Design)
- Field Settings
 - Drop Down Box
 - Check Box
 - Radio Button
- Query Records
 - Accept record uploads in the following formats (CSV, TAB, TXT, Flat File Format)
- Bill Presentment Functionality
- Website Language Translator
- Script that can Receive ACH Direct Post for 'Payment Successful/Failed Page'
- Script that sends Payment Successful or Failed Emails from E-Pay Script that will Post Data to specified URL in a general format

(Example: (fieldname1)=(data1)&(fieldname2)=(data2)&(fieldname3)=(data3)&...)

- Reporting Tool
- Mobile Webpage Support

ILLINOIS STATE TREASURER CERTIFICATIONS

_____ (“CONTRACTOR”) makes the following certifications:

1.0 ANTI-BRIBERY.

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

2.0 BID-RIGGING/BID-ROTATING.

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

3.0 DRUG FREE WORKPLACE.

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

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

- a. Publishing a statement:
 - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace.
 - ii. Specifying the actions that will be taken against employees for violation of such prohibition.
 - iii. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - a. abide by the terms of the statement; and

- b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by Section (a) to each employee engaging in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the Treasurer's Office within ten (10) days after receiving notice under part (b) of paragraph (iii) of Section (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, an employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- f. Assisting employees in selecting a course of action in the event of drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

4.0 U.S. EXPORT ACT.

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

5.0 NON-DISCRIMINATION.

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

6.0 AMERICANS WITH DISABILITIES ACT.

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

7.0 ILLINOIS HUMAN RIGHTS ACT.

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

8.0 FELONY.

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

9.0 FORMER EMPLOYMENT.

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

10.0 INDUCEMENT.

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

11.0 REVOLVING DOOR PROHIBITION.

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

12.0 REPORTING ANTICOMPETITIVE PRACTICES.

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

13.0 DISCRIMINATORY CLUB.

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

14.0 TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS OF CONTRACTOR.

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

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Government Entity |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Tax Exempt Organization |
| (IRS 501 | as (a) only) |
| <input type="checkbox"/> Not-for-Profit Corporation | <input type="checkbox"/> Medical and Health Care |
| Corporation | Services Provider |

15.0 LICENSE; AUTHORIZED BIDDER OR OFFEROR

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

16.0 APPROPRIATION.

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

17.0 RECORDS RETENTION; RIGHT TO AUDIT.

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

18.0 CONFLICTS OF INTEREST.

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

19.0 LATE PAYMENTS.

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

20.0 LIABILITY.

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

21.0 DEBT DELINQUENCY.

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

declare the Agreement void if this certification is false or if CONTRACTOR or any affiliate is determined to be delinquent in payment of any debt during the term of the Agreement.

22.0 EDUCATIONAL LOAN DEFAULT.

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

23.0 FORCE MAJEURE.

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

24.0 ANTITRUST ASSIGNMENT.

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

25.0 PROHIBITION OF GOODS FROM FORCED LABOR.

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

determined to have known that the foreign-made equipment, materials, or supplies furnished to the State during the term of the Agreement were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction.

26.0 PROHIBITION OF GOODS FROM CHILD LABOR.

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

27.0 SARBANES-OXLEY ACT AND ILLINOIS SECURITIES LAW

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

28.0 DISPUTES.

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

29.0 THIRD-PARTY PAYMENTS.

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

30.0 MOST FAVORABLE TERMS.

If more favorable terms are granted by the CONTRACTOR to any similar governmental agency in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms will be applicable under the Agreement between the Treasurer's Office and the CONTRACTOR.

31.0 BOARD OF ELECTIONS REGISTRATION

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

(or)

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

32.0 COLLECTION AND REMITTANCE OF ILLINOIS USE TAX

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

33.0 ENVIRONMENTAL PROTECTION ACT VIOLATIONS

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

acknowledges that the contracting State agency may declare the related contract or subcontract void if this certification is false.

34.0 LEAD POISONING PREVENTION ACT VIOLATIONS

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

35.0 BOND ISSUANCES

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

36.0 POLITICAL CONTRIBUTIONS

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

37.0 LOBBYING RESTRICTIONS

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

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

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

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

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

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

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

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

CONTRACTOR

By:

Signature

Name

Title

Date

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

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

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

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

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

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

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

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

Name: _____

Address: _____

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

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

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

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

The percent of ownership _____%

or

The value of the ownership interest \$ _____

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

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

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

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

This disclosure is submitted on behalf of

(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

Name (printed) _____ Title _____

Signature _____ Date _____

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

The Treasurer's Procurement Regulations (44 Ill. Adm. Code 1400.5035) require that contractors/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 _____

