Illinois State Treasurer
MICHAEL FRERICHS

Request for Proposals
Human Resource Management Information System
370-800-27-027

July 30, 2026

Proposals due before 1:00 p.m. CT on August 26, 2026

Mr. Christopher Flynn
Chief Procurement Officer
Illinois State Treasurer's Office
1 East Old State Capitol Plaza
Springfield, IL 62701

Office of the Illinois State Treasurer
Request for Proposals
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I. INTRODUCTION

The Office of the Illinois State Treasurer ("ISTO" or "Treasurer") is issuing this Request for Proposals ("RFP") for a Human Resources Information System ("HRIS"). The Treasurer's Human Resources ("HR") Division ("HR Division") is responsible for key HR areas such as timekeeping, benefits management and employee information management. The HR Division has physical presence in both Chicago as well as Springfield offices. The strategic vision is to continue leveraging and enhancing a single, robust, and integrated enterprise HRIS to support the HR Division and Treasurer employees, with a focus that enhances data integrity, streamlines processes, and improves reporting capabilities. Entities that respond to this RFP ("Respondents") shall submit their responses ("Proposals") before 1:00 p.m. August 26, 2026.

The successful Respondent ("Contractor") shall provide and maintain a single, robust enterprise HRIS as detailed in this RFP, for the HR Division and Treasurer employees. Respondents are encouraged to be as creative as possible in responding to this RFP. Based on Respondent's review of the information herein, including specific needs and requirements, Respondents may discuss any creative approaches that meet the Treasurer's requirements as stated in this RFP but may enhance efficiency or reduce costs.

The Treasurer anticipates that Contractor will enter into an Agreement with the Treasurer for an initial term of four (4) years. Upon expiration of this initial term, the Treasurer may elect to extend the Agreement, not to exceed a total of ten (10) years, including the initial four (4) years.

II. BACKGROUND

The Treasurer's objective is to provide employees access to a single, robust integrated enterprise HRIS solution that supports efficient, secure, and consistent management of workforce data.

The Treasurer has made significant progress in consolidating previously disparate legacy systems into a more unified environment. This effort has reduced reliance on outdated technologies that were difficult to support, minimized inconsistencies in time and attendance calculations, and improved overall accessibility of HR information.

Building on this foundation, the Treasurer seeks to further enhance system capabilities to ensure high data quality, strengthen the security of sensitive employee information (e.g., Social Security numbers, dates of birth), and expand reporting and analytics functionality for HR staff and managers. Continued focus will be placed on system reliability, standardization of processes, and improved user experience across the Treasurer's office.

The following terms may be used in this RFP, and shall have the meanings as defined below:

"Human Resources Information System (HRIS)" is the system used for time keeping, field reports, out of office requests, evaluations, employee information and management reporting.

"TOMS (Attendance System)" was the system used to store employee benefit time and was maintained by the HR Division

"EMS System" allows the HR Division access historical data for purposes of reviewing employee master information.

III. SCOPE OF WORK

The Contractor shall maintain a single Human Resource Management Information System ("HRIS"), performing all services below ("Services") in accordance with all applicable State and federal laws, rules, and regulations as well as industry best practices for integrations such as web services; the HRIS and Services must meet the following requirements:

A. Project Objectives

Implement and maintain an HRIS that meets all objectives identified in Appendix B hereto;

B. Core HR & Employee Data

1. Provide centralized employee records and serve as the primary system of record for workforce data management;
2. Store comprehensive employee information including address, demographic data, work location, emergency contacts, hire date, seniority date, salary information (historical and current), union data, allocation data, and job title;
3. Allow HR to create customizable fields on employee profiles to support evolving Treasurer requirements;
4. Support employee and manager self-service functionality for profile updates and document access;
5. Enable users to access, update, and manage employee records and retrieve HR documents;
6. Maintain key organizational data including headcount, turnover metrics, and workforce demographics;

C. Talent Acquisition & Onboarding

1. Enable the HR Division to design and manage standardized or customizable onboarding workflows;
2. Guide employees and managers through structured onboarding tasks in a consistent sequence;
3. Support digital completion of new hire paperwork, including policy acknowledgements, tax forms, and direct deposit information;
4. Provide a self-service onboarding portal for new hires to complete tasks, update personal information, and review documents prior to start date;
5. Include electronic document management and e-signature capabilities to support compliance and audit readiness;
6. Offer customizable email communications and automated reminders for new hires and stakeholders prior to start date to ensure timely completion of onboarding activities;

7. Provide as a basic Service included in this Agreement a linked applicant tracking, recruiting and onboarding solution, integrated with HRIS to enable seamless data flow between recruiting and onboarding processes (as an example, the Treasurer currently utilizes JazzHR for this Service);

D. Timekeeping & Workforce Management

1. Support timekeeping, scheduling, and attendance tracking across all Treasurer employees;
2. Provide managers with real-time visibility into employee timecards;
3. Include exception tracking for missed punches, overtime alerts, and other time discrepancies;
4. Enable scheduling functionality for creating and managing employee work schedules;
5. Support leave management, including accrual tracking for vacation, sick, and personal time;
6. Allow employee self-service time-off requests with manager approval workflows;
7. Provide real-time visibility into leave balances for employees and managers;
8. Automate accrual calculations within the system;
9. Track leave availability and use pursuant to the Family and Medical Leave Act ("FMLA");

E. Performance & Development

1. Provide a structured and configurable performance management framework;
2. Include dashboards for reviewing current and historical employee evaluations;
3. Enable the HR Division to design customized performance review cycles, including evaluation periods, milestones, and review criteria;
4. Allow the HR Division to modify evaluation periods and adjust milestones throughout review cycles;
5. Support full workflow management for performance reviews, including tracking, approvals, and reviewer assignments;
6. Enable reassignment of reviewers and addition and removal of employees from active review cycles;
7. Support termination of active performance reviews when needed;
8. Send automated reminders to managers and employees for pending actions and deadlines;
9. Maintain robust audit trails capturing all performance-related activity for compliance and transparency;
10. Allow export of performance review data for reporting, analysis, and tracking purposes;

F. Reporting, Analytics, Security and Compliance

1. Provide a reporting dashboard with both prebuilt and customizable reporting capabilities for employee data and timekeeping records;
2. Support generation of custom HR and operational reports to meet organizational needs;
3. Provide an interactive organizational chart for Treasurer use that is updated in real time and provides historical data and reports (the Treasurer currently uses OrgChart for this Service);
4. Provide role-based security allowing different access levels for employees, supervisors, the HR Division, payroll, and system administrators.
5. Support federal, state, local, union, and organizational labor rules.

G. Timekeeping System

1. Allow the following for employees:
    a. Clock or time in and out;
    b. Track real-time clock-in and clock-out activity;
    c. View employee time in and out transactions as they occur;
    d. Access current and historical benefit balances;
    e. Submit requests for use of accrued leave only when sufficient balances are available to cover the requested time;
    f. Enforce accrual limits to ensure employees do not exceed the established annual earning cap, and apply defined rules for allowable year-end carryover;
    g. Automatic confirmation of approval or denial of benefit time use;
    h. Ability to view, track, and edit pending time off requests prior to approval;
    i. Automatic identification of timekeeping errors, and automatic notification to users of such errors, along with the ability to support separate, configurable timekeeping profiles for each employee group to ensure accurate application of timekeeping rules and policies;
    j. Automate exception alerts for managers;
    k. Multi-level approval processes for timecards;
    l. Ensure supervisors may make entry corrections (all types of entries) for subordinates and both parties receive confirmation of completion;
    m. Entry of "field reports" for work outside of a normal work location;

n. Facilitated two-way communication between supervisors and employees for work schedules, time off requests, notifications, etc.;

o. Customizable timekeeping reports that enable visibility into hours worked, timecard comments, paid overtime, overtime costs, and punch details, along with audit trail reporting, leave balances, and accrual tracking;

p. Support for configurable work rules to accommodate distinct work rules based on employee groupings, including different union contracts;

q. Maintenance of audit history of all leave transactions, edits, approvals, and adjustments;

2. Allow the following for the HR Division:

   a. One timekeeping system;

   b. Retention of an employee's timekeeping information through organizational changes, including but not limited to when the employee's title is removed or changed or the employee's supervisor changes;

   c. Out of office requests automatically taken out of employee benefit time, to eliminate manual entry of timekeeping records each week;

   d. Entry of holiday and early dismissal hours in advance without disruption of the HRIS;

H. Benefit Time Management System

1. Allow the following for employees:

   a. Ability to view their current and historical benefit balances including vacation, personal, comp, earned equivalent time ("EET") and floating holiday;

   b. Ability to enter a future date and calculate amount of vacation time and other benefit time they will have accrued;

   c. Maintenance of audit history of all leave transactions, edits, approvals, and adjustments;

   d. Application of configurable rules for accrual earning, caps, and carryover limits;

   e. Ability to submit requests for time off through self-service tools;

   f. Calendar integration to visualize absences across teams and departments;

2. Allow the following for the HR Division:

   a. Accumulate and track the number of hours earned and used for benefits such as vacation and sick;

b. Allow for entry of system-wide one-time posting of benefit hours and days at year end, such as the new year of personal days;

c. Allow for entries from one year to the next;

d. Track employees' vacation earnings schedule and adjust earning days accordingly;

e. Track FMLA usage;

I. Employee Management System

The HR Division should be able to do the following per category:

1. Union/payroll deductions:

    a. Allow for entry of union membership;

    b. Allow for tracking of dues amount, payment date and any setup of recurring deductions as requested;

    c. Allow for tracking of other recurring deductions such as medical insurance, FICA, or others that the Treasurer may request;

2. Shift Differential:

    a. Calculate extra pay for working designated shifts and/or days or overtime entries;

3. Evaluation system:

    a. Allow for tracking of anniversary dates;

    b. Allow for creation and roll out of performance evaluations for annual, new hire, and promotions;

    c. Allow entry of confirmation of completed evaluation;

    d. Allow configuration at the Treasurer's discretion of individual evaluations;

    e. Allow completion of evaluations electronically,

    f. Allow storage of historical employee evaluations within the HRIS

    g. Provide flexibility to document employee performance and disciplinary matters by allowing notations to be included within the evaluation system; and

    h. Allow for notification that evaluations are due;

J. Retention of Employee Information

1. Allow for entry employee information including but not limited to the following:

    a. Hire date;
    b. Transfer date;
    c. Evaluation date;
    d. Home address;
    e. Home/cell phone number;
    f. Emergency contact information;
    g. Social Security number;
    h. Marital Status;
    i. Salary;
    j. Salary increases;
    k. Gender;
    l. Ethnicity;
    m. Employee Type;
    n. Union, coded, exempt;
    o. Division;
    p. Supervisor;
    q. Job title;
    r. Birth date;
    s. Disability status;
    t. Appropriation code from which the employee's salary is paid;
    u. EEO category;
    v. Union step;
    w. Employment history notes;

K. Custom Report Maker

1. Provide robust reporting tools that allows for customized reports – not just canned reports;

2. Allow for all reports to be exported to Excel;

3. Allow usage of historical data to produce reports;

4. Allow for easy reporting for audit train questions which provides details with time/data stamp;

5. Allow for the tracking and reporting of labor to the assigned fund code;

6. Allow for quarterly and annual Department of Human Rights reporting;

L. System Requirements

1. Support all aspects of HR policies and procedures as further described throughout this RFP;

2. Remain flexible and customizable by the Treasurer, providing a comprehensive interface and interactive program with functions to meet the needs defined by the Treasurer;

3. Maintain the capability to incorporate and bring online, in timeframes agreed to by the Treasurer, new technology and routine system upgrade;

4. Maintain the capability to interface with related software packages to include but not be limited to Excel, the Treasurer's Sharepoint-based intranet system, and a State of Illinois payroll system maintained outside the Treasurer's office;

5. Maintain detailed audit history;

6. Provide detailed report creation capabilities to include annual activity reports and date specific activity/transaction reports;

7. Provide the ability to convert all data in the existing system to the HRIS;

M. Software/Hardware Requirements

1. Guarantee accuracy, stability, integrity and a strong relational component capable of intensive and simultaneous transactions with a multi-user (up to 270 users) workstations capability;

    a. Employees are allowed a hybrid working arrangement combining days onsite and remote, and will access the application via a desktop or laptop;

2. Ensure the ability to operate, at a minimum, within the Windows Server 2019/2022 environment and Windows 11 Workstations;

N. Administrative Module

1. Provide extensive management tools to ensure the functionality, security and administration of the HRIS application and its underlying database environment, in support of the Treasurer's established user security rules and policies. Specific functions shall include the following:

a. Advanced data correction tools/utilities;

b. System configuration defaults;

c. Ability to delete error reports and data;

d. Utility to update database, e.g. county correction;

e. Ability to create system and database totals;

f. Security feature to perform user changes;

g. Administrator function for statistics for individual or total users;

h. Month end, fiscal year end, and calendar year summary reports;

i. Administrator function for user assignment security levels / password set;

j. Logging or audit trail of all changes to data including the last person to make the change, the date/timestamp of the change, the old value and the new value;

k. Any other functions requested by the Treasurer that are similar or related to those enumerated above;

O. Conversion and Implementation

1. Convert all data from the Treasurer's existing system into the HRIS;

2. Ensure the ability, at the end of the Agreement, to convert data from HRIS to any successor system;

P. Training/Reference guide

1. Provide on-site comprehensive training to Treasurer employees as part of the implementation process;

2. Create and maintain an online reference guide for the HRIS that will be easily accessible to users. The reference guide will document the HRIS, provide step-by-step instructions for common tasks, and contain more detailed articles to assist users and the Treasurer's information technology staff; and

3. Following every upgrade or significant change to the HRIS over the term of the Agreement, provide on-site comprehensive training to Treasurer staff if requested by the Treasurer.

IV. RFP SCHEDULE & PROCESS

This Section provides the schedule and process for this RFP.

A. RFP Schedule

The following is the schedule for this RFP:

Date	Event
July 30, 2026	RFP published on the Treasurer's website.
August 12, 2026	All Respondent questions due by 3:00 p.m. CT.
August 18, 2026	Responses to all questions posted on the Treasurer's website by 5:00 p.m. CT.
August 26, 2026	Proposals due before 1:00 p.m. CT.
Week of September 14, 2026	Interviews, if any, with final candidates.
Week of September 21, 2026	If applicable, best and final offer due.
Week of September 28, 2026	Notification of award and begin negotiation of Agreement.

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, Christopher Flynn, at cflynn@illinoistreasurer.gov by 3:00 p.m. CT on August 12, 2026.

C. Proposal Submittal

All Proposals may be submitted either in hard copy form or electronically.

1. Packet submission in hard copy form

Proposals submitted in hard copy form must be submitted in a sealed envelope or package with "Request for Proposals Human Resources Management Information System 370-800-27-027" shown on the front of the envelope or package, along with Respondent's name and address. Specifics regarding the Proposal format (e.g., number of copies) are found in Section VI.A. of this RFP.

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

Proposals submitted in hard copy form must be received at the address below before 1:00 p.m. CT on August 26, 2026.

Packet must be mailed to:

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

https://www.facebook.com/ILTreasurerProcurement

2. Packet submission via electronic form

When submitting a Proposal electronically, please e-mail the following to HRISRFP@illinoistreasurer.gov:

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

3. Use of electronic version of this RFP

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

4. Opening of Proposals

Proposals will be opened publicly at 2:00 p.m. CT on August 26, 2026 at the following location:

Office of the Illinois State Treasurer
1 East Old State Capitol Plaza
Springfield, IL 62701

D. Proposal Submittal

1. RFP Contact

The 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 prepare their questions in writing and send them via email to the CPO.

2. Internet/E-mail Communications

The Treasurer may 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. Oral Communication

Any oral 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 any amendments or addenda on its website at www.illinoistreasurer.gov.

5. Respondent's Costs

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

6. Withdrawal of Proposal

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

7. Modification of Proposal

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

8. Proposal is a Firm Offer

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

9. Proposal is State Property

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

10. Proposal is Part of a Public Procurement File

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

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

11. Encouragement Regarding Hiring

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

12. CPO May Cancel RFP

    If the CPO determines that it is in the Treasurer's and 's best interest, he reserves the right to do any of the following: a) cancel this RFP; b) modify this RFP in writing as needed; or c) reject any or all Proposals received in response to this RFP.

13. Additional Information

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

V. EVALUATION PROCESS & CRITERIA

A. Mandatory Requirements

1. Respondent must answer all the questions in this RFP.

2. Proposals must set forth the specific manner in which the Respondent will satisfy each RFP requirement.

3. Respondent must submit the name, physical address, e-mail address, and telephone number of an individual with authority to answer questions or clarify the Proposal.

4. Respondent must have prior experience of successfully implementing a Human Resource Management Information System for public sector entities, preferably in state government.

5. Respondent must have presence in the State of Illinois.

6. Respondent must be able to demonstrate that the solution meets software and hardware requirements of the Treasurer.

7. Respondent must be able to demonstrate that the solution would be available on iOS, Android and Windows mobile platforms.

8. Respondent must be able to demonstrate prior experience in deployment of a Human Resource Management Information System in a unionized environment subjected to labor laws and regulations.

9. Respondent must be able to demonstrate that the HRIS will streamline the business processes and eliminate existing inefficiencies.

10. Respondent must be able to demonstrate industry best practices around management and security of HR data.

11. Respondent and any sub-contractor(s) must submit all Appendices completed in full.

B. Scoring

This following table shows the weighted evaluation factors to be used in reviewing the Proposals:

Evaluation Factor	**Weight**
Background & Experience	35
Human Resource Management System Functionality	30
Cost Proposal	20
Diversity	5
Corporate Responsibility	5
Illinois Presence	5
Interview	5
TOTAL	105

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 clear demonstration of a robust understanding of the issues relevant to the work required by this RFP.

   The evaluation also may include reference checks regarding the Respondent's work for previous clients receiving similar services to those proposed for Human Resource Management Information System.

2. Human Resource Management System Functionality

   The evaluation will assess the Respondent's ability to meet the functional requirements as stated in this RFP.

3. Cost Proposal

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

4. Diversity Score

   Respondent's diversity score will be scored based on the answers Respondent provides to the Diversity questions in Section VI.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.

5. Corporate Responsibility – Environmental, Social & Governance Practices

   Respondent's corporate responsibility shall be scored based on the answers Respondent provides to the Corporate Responsibility questions in Section VI.B of this RFP.

6. Illinois Presence Score

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

7. Interview

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

D. Evaluation Process

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

VI. 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. Emphasis should be on clarity, brevity and completeness of response.

1. Cover Letter - The Proposal must be accompanied by a transmittal letter that provides the name, physical address, e-mail address, and the telephone number of the person or persons available for contact concerning the Proposal and who is authorized to make representations on behalf of the Respondent's organization.

2. Table of Contents - The Proposal must include a listing of the main chapters and paragraph headings contained in the response, including page numbers.

3. Introduction - The Proposal must include an introduction that briefly discuss such topics as the Respondent's background, management, expertise, facilities, staffing, related experience and financial stability. The introduction may not exceed 3 pages.

4. Scope of Work - Provide a narrative, not to exceed 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 provided in Section VI.B of this RFP. Respondent's answers must include the headings (e.g. "Background and Experience") and be numbered in the order provided in Section VI.B of this RFP.

6. Service Team - Provide an organizational chart and resumes for the proposed service team. Please identify the primary contact person and describe the role of each key person.

7. Unique Capabilities - Provide a summary, not to exceed 5 pages, of any unique expertise, products or services that distinguish your organization.

8. State Certifications and Disclosures - Respondent and any subcontractor(s) must complete and 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).

Proposals submitted in hard copy form must be submitted in a sealed envelope or package bearing the title "Office of the Illinois State Treasurer Request for Proposals Human Resource Management Information System 370-800-27-027" and the Respondent's name and address. The package must include one (1) original and five (5) copies of the Proposal. A separate envelope must contain one (1) original and five (5) copies of the Cost Proposal. In addition, please provide one (1) electronic copies of the Proposal and one (1) separate electronic copies of the Cost Proposal. The electronic Proposal copy and the electronic Cost Proposal copy shall each 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 Respondent's name, the URL to its website, and the name, title, address, phone number, fax number, and email address of the individual who will be our primary contact.

2. Please provide the year Respondent was established and give a brief history of Respondent.

3. Please provide the address of Respondent's headquarters and all branch offices.

4. Please identify all of Respondent's lines of business, products, and services.

5. Please provide three (3) references for which Respondent has provided services that are similar to the services being sought in this RFP.

6. Please comment on the financial solvency of Respondent . Does Respondent have any debt? What is the minimum asset level required for Respondent to remain profitable?

7. What is Respondent's current ownership structure ? Please include employees at all levels.

8. Are any new hires expected in the near term, including subcontractors? Please explain at what level these new hires are expected, and their anticipated compensation.

9. Please provide a summary organizational chart showing Respondent's proposed team, research staff and support staff; and potential, if any, subcontractors. Describe the role of each key person.

10. Please provide brief biographies and educational background of Respondent professionals that will primarily provide the Services to the Treasurer.

11. Please provide three (3) client references, current or past, and state the organization's name, its website (if any), a point of contact, physical address, telephone number, e-mail address, and the scope of work Respondent provided.

12. Please provide a detailed summary of Respondent's experience.

13. What role has Respondent played in advising public clients on the creation and management of Human Resources Management Information Systems?

14. Please describe Respondent's experiences in coordinating with clients and their staff to gain insight and knowledge on what types of systems they require to manage all of their HR needs.

15. Please list and describe Respondent's familiarity and experience with record keeping programs and software.

16. Please describe, in detail, Respondent's process of converting all of the Treasurer's HR data to Respondent's system. Propose a list of milestones and deadlines that would be required for conversion and implementation.

17. Please include a description of the implementation/management team that would be assigned to this Agreement.

18. Please summarize Respondent's understanding of what existing or potential relationships could impact Respondent's ability to provide the services outlined in this RFP. Would such relationships have the potential to create ethics violation or conflict of interest situations?

19. What are Respondent's procedures for ensuring that there are no conflicts of interest on advice given to Illinois? How does Respondent safeguard against potential conflicts of interest between Respondent's clients?

<u>Human Resource Management System Functionality</u>

20. Complete Appendix A to this RFP. If Respondent attests "no" to any Service included in Appendix A, provide an alternative to that item that will meet all of the requirements of Section III.

21. Please describe how Respondent will ensure standardization of such reporting across all of the Treasurer's office.

22. Please describe Respondent's software package/language for the HRIS, proposed system layout, and timeline for development and online implementation of the HRIS. The Proposal must include as much detail relating to the specific information as provided in this RFP to demonstrate Respondent's capability and its preliminary planning in successfully implementing the database model.

23. Discuss the availability and accessibility of HRIS updates, edits, and corrections.

24. Provide a history of Respondent's HRIS, including specific successes and failures, if applicable.

<u>Diversity</u>

25. Is Respondent or its affiliates female, minority, persons with disabilities, or veteran owned or managed? Please provide the number and percentage of Respondent's owners who are female, minority, military veterans, or persons with disabilities. Please cite with supporting data.

26. 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.

27. Using the definition provided above, what is the percentage of Respondent's intended subcontractors for this project, if any, that are female, minority, persons with disabilities, or veteran owned or managed? Please cite with supporting data.

28. Please highlight any activities, projects, or services the Respondent administers to alleviate societal issues and enhance its commitment to corporate social responsibility. Please cite with supporting data.

29. Please explain how the Respondent pursues supplier diversity and note whether the Respondent maintains a supplier diversity program. Please provide a summary of objectives and cite supporting data (e.g. data on performance).

<u>Corporate Responsibility – Environmental, Social and Governance Practices</u>

30. Please note any policies, practices, and/or business strategies the Respondent has in place to address long-term environmental risks and opportunities that may impact long-term sustainability.

31. Please highlight any policies, practices, or resources that the Respondent has in place to retain and enhance its human capital.

32. Please explain how the Respondent fosters a corporate governance structure that mitigates business risks and enhances business operations.

33. Please highlight any activities, projects, or services the Respondent administers to alleviate societal issues and enhance its commitment to corporate social responsibility. Please cite with supporting data.

<u>Illinois Presence</u>

34. 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.

35. Using the definition provided above, what is the percentage of Respondent's intended subcontractors for this Project, if any, that have an Illinois presence?

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 State fiscal year fee (State Fiscal Year 2027: July 1, 2026 through June 30, 2027) from the fee for the next two State fiscal years. The figures provided should include all fees and costs.

Pricing schedules must cover a four (4) year period. All of the Respondent's costs to the State must be included in the pricing, as outlined above, and consistent with the requirements outlined throughout this RFP.

VII. CONTRACTUAL TERMS

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

A. Contractual Responsibility

Contractor will be contractually responsible for all services provided. By responding to the RFP, Contractor expressly agrees to the contractual requirements herein. Contractor shall at all times provide services and perform all functions under the Agreement in accordance with all applicable laws, rules, and regulations, judgments, decrees, inunctions, writs and orders of any court, tribunal, arbitrator, or any federal, state, local, municipal, or other governmental department, commission, district, board, bureau, agency, regulatory body, court, tribunal or other instrumentality (or any officer or representative thereof) or competent jurisdiction or regulatory body ("Applicable Law").

B. Governing Law

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

C. Term of Agreement

The initial term of the Agreement will be four (4) years, unless terminated prior to such time in accordance with the terms of the Agreement. The Treasurer may elect to extend the Agreement for additional periods, not to exceed a total term of ten (10) years, including the initial four (4) years.

D. Termination

1. Termination without Cause

   The Treasurer may elect to terminate the Agreement, or any portion of the Services, any time upon thirty (30) calendar days' notice. Upon termination, the Treasurer will pay for work satisfactorily completed prior to the date of termination as determined by the Treasurer in a reasonable manner. Should a portion of the Services be terminated, the parties shall amend the Agreement accordingly to reflect the reduction in Services and compensation.

2. Termination for Cause

   This Agreement, or any portion of the Services, may be terminated by the Treasurer immediately upon notice to the Contractor under any of the following circumstances:

   a. Contractor fails to furnish satisfactory performance within the time specified;

b. Contractor fails to perform any of the provisions of the Agreement or so fails to make progress so as to endanger the performance of the Agreement in accordance with its terms;

c. Any goods or services provided under the Agreement are rejected and are not promptly replaced or corrected by Contractor or repeatedly rejected even though Contractor offers to correct the goods or services promptly;

d. There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means were used to obtain the Agreement;

e. Contractor is guilty of misrepresentation in connection with another contract for services to the State;

f. Contractor is adjudged bankrupt or enters into a general assignment for the benefit of its creditors or receivership due to insolvency;

g. Change in federal or State law or rules, or Contractor's, Treasurer's policies that would frustrate the purpose of the Agreement;

h. Contractor disregards or violates any applicable laws, rules, or the Treasurer's instructions, acts in violation of any provision of the Agreement, or the Agreement conflicts with any statutory or constitutional provision of the State of Illinois or the United States; or

i. Any other breach of contract or other unlawful act by Contractor occurs.

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

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

F. Work Product

1. Ownership of work product.

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

2. Return of Work Product
Within thirty (30) days after expiration or termination of the Agreement, 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, Contractor shall certify in writing that all such Work Product has been delivered to the Treasurer.

G. State Furnished Property

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

H. Internal Controls

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

I. Back-up Facilities

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

J. Liability

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

K. Indemnification

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

L. Subcontractors

Contractor may not use subcontractors to perform the Services, unless the subcontractor is approved in advance by the Treasurer. In order to obtain such prior written consent, Contractor must inform the Treasurer in writing of the general type of work to be performed by each subcontractor and the expected amount of money each will receive under the contract. If requested by the Treasurer, Contractor shall: (1) use its best efforts to engage any subcontractor reasonably requested by the Treasurer and (2) solicit and reasonably consider any feedback from the Treasurer on proposed subcontractor agreements. Further, Contractor shall disclose in writing the names and address of each subcontractor having a subcontract with an annual value of more than $50,000, in accordance with Section 3520 of the Office of the Treasurer Procurement Rules, 44 Ill. Admin. Code Part 1400. Contractor may propose additional subcontractors to perform certain Services at any time, subject to the written approval of such additional subcontractors and of the applicable subcontract by the Treasurer. Any decision by Contractor to terminate or permit assignment of any such subcontract so approved by the Treasurer must be approved in writing by the Treasurer. Neither Contractor nor any subcontractor so approved may delegate or subcontract the performance of Services for which it is responsible to any Affiliate or third party. No delegation or subcontract by Contractor pursuant to this Section shall relieve Contractor of any of its responsibilities hereunder, and Contractor shall be responsible for the performance of Services by its delegates and subcontractors and shall remain obligated hereunder as if no delegation or assignment by subcontract had been made. 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. Contractor warrants that all delegates and subcontractors engaged in performing the Services shall be properly licensed and otherwise authorized to do so under Applicable Law; and Contractor agrees that it shall enforce the performance obligations of each subcontractor or, at the option of the Treasurer, shall assist the Treasurer in enforcing such obligations and provisions. All approved subcontractors must fill out State Certifications and Disclosure Forms and any other documentation required by the Treasurer or State law..

M. Record Retention and Audit

This Section shall survive the termination of the Agreement.

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

N. Confidentiality

This Section shall survive the termination of the Agreement.

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

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

b. Information required to be released by law;

c. Information in the public domain through no wrongful act of the recipient; and

d. Information received from a third party who was free to disclose it.

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

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

4. Privacy Policy
Contractor will comply with any applicable federal or state laws or regulations, as well as any privacy policy developed by the Treasurer. Contractor further agrees to establish, maintain, and comply with a privacy policy with respect to this Agreement that meets the requirements of applicable law. Upon request, Contractor shall provide the Treasurer with the privacy policy.

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

O. Successor and Assignment

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

P. Certifications

Contractor shall certify the following:

1. That Contractor has the full legal right, power, and authority to execute and deliver the Agreement and to perform its obligations pursuant to the Agreement with no other corporate action on the part of Contractor or its stockholders being necessary, and that the Agreement has been duly and validly executed and delivered by Contractor, thereby constituting a legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms;

2. That the execution and delivery by Contractor of the Agreement, the performance by Contractor of its duties and obligations thereunder, and the consummation of the transactions contemplated do not result in any of the following:

   a. Conflict with or result in a violation or breach of any of the terms, conditions, or provisions of the charter or by-laws of Contractor;

   b. Conflict with or result in a violation or breach of any term or provision of (a) any law, rule, regulation, judgment, decree, order, or injunction applicable to Contractor or any of its assets and properties or (b) any agreement binding on or affecting Contractor or any of its properties; or

   c. Conflict with or result in a violation or breach of or constitute (with or without notice or lapse of time or both) a default under any material agreement to which Contractor is a party, or any material obligation or responsibility which Contractor has to any third party.

3. That there is no action, suit, investigation, or proceeding pending or, to the best knowledge of the Contractor, threatened against the Contractor before any court, arbitrator, or administrative or governmental body that might result in any material adverse change in the operations of the Contractor, or which might materially and adversely affect the ability of the Contractor to perform the Services or otherwise comply with its obligations under the Agreement.

Q. Review

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

R. Severability

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

S. Access to Information

During the term of this Agreement, and thereafter, for seven (7) years after the termination of this Agreement, Contractor shall promptly provide the Treasurer, upon request, access to all files, records, documents, data, copies of instruments, reports, and records, and any other information maintained related to this Agreement and the Services provided pursuant to the Agreement, regardless of how that information is stored. The information shall be provided in a form acceptable to the Treasurer.

T. Change of Law or Policy

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

U. State Certifications/Disclosures

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

V. No Recourse

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

W. Continuation of Services

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

X. Equity, Diversity, and Inclusion Data

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

Y. Sovereign Immunity

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

Z. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart. The parties agree that a fax or electronically transmitted valid and authorized original signature shall be deemed an original provided the original copies are promptly delivered.

AA. Entire Agreement

All exhibits attached hereto are hereby incorporated herein. This Agreement contains the entire agreement of the parties. This Agreement may be changed only by a written amendment signed by both parties.

BB. Signatures

Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate, or accept such contract or record) hereto or to any other certificate, agreement, or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Uniform Electronic Transactions Act, 815 ILCS 333. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

CC. Goodwill

Neither Contractor, Contractor's key personnel, employees, or agents shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous, or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the reputation and goodwill associated with the Treasurer . If Contractor, Contractor's key personnel, employees, or agents are accused of any act involving moral or ethical issues, dishonesty, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the Treasurer and/or the State or Contractor is accused of performing or committing any act which could adversely impact Contractor's events, programs, services, or reputation, the Treasurer shall have the right to terminate this contract upon fifteen (15) days written notice specifying the reason, within which period Contractor may be afforded an opportunity to cure such offense. The determination of whether and to what extent the offense is cured shall be made by the Treasurer at its sole discretion.

DD. Artificial Intelligence

Without the prior express written consent of the Treasurer, Contractor shall not directly or indirectly, on premises, via a cloud-based service, or otherwise (i) deploy, utilize or connect any AI Tools in the course of providing Services, (ii) use any public or open source AI Tools to process any Confidential Information, (iii) rely solely on any predictions or other AI Tool outputs when performing Contractor's obligations under this Agreement, or in the provision of its Services, or (iv) use Confidential Information to train, refine, or augment any AI Tools. In the event that Treasurer grants Contractor the permission to use AI Tools to process Confidential Information, to provide the Services, or perform its obligations under this Agreement, Contractor will, within the scope of the permitted use comply with applicable law and the Treasurer's AI policies and procedures designed to oversee the integration of AI risk management into existing governance structures to help ensure ethical, transparent, accountable, equitable, and compliant deployment of AI Tools. For purposes of this Agreement, "AI Tools" means any and all types and techniques of artificial intelligence and artificial intelligence software, systems (open source or commercial), platform, application, algorithms, and technologies that can sense, comprehend, act and learn or derive new versions of text, audio, or visual imagery from bodies of data in response to user prompts, including but not limited to, the following (i) machine learning; (ii) natural language processing; (iii) artificial neural networks; (iv) expert systems; (v) deep learning; (vi) fuzzy logic; (vii) robotic cognitive automation; (viii) text, visual, interactive, analytic and functional artificial intelligence, (ix) statistical models, and (x) similar technologies that can be used to improve efficiency or customer engagement, by substituting, augmenting, or replacing the activities, roles, responsibilities, and functions performed by human beings, including, but not limited to, influencing or informing decision-making, profiling, making predictions or recommendations, or generating content (such as text, images, videos, or sounds). For the avoidance of doubt, AI Tools include both standalone systems and functionality embedded within other software or services.

EE. Survival

Any provisions of this Agreement which, by its nature or effect are required or intended to be observed, kept or performed after the expiration or termination of this Agreement will survive the expiration or any termination of this Agreement and remain binding upon and for the Parties' benefit, including but not limited to this Section (Survival), Fees, Work Product, Liability, Indemnification, Record Retention and Audit, Confidentiality, Sovereign Immunity and Artificial Intelligence.

APPENDIX A

MINIMUM MANDATORY SERVICE REQUIREMENTS

____ ("Respondent Name") attests below that it can provide all Services described in Section III ("Services") of the RFP, including those further described in Appendix B. Respondent acknowledges that the Services are part of the mandatory requirements of the RFP. Respondent must check the "yes" or "no" box for each attestation. If Respondent checks "no" in any item in this Appendix A, Respondent must provide an alternative option or explanation in its response to Question 20 in Section V.B of the RFP. Failure to do so may disqualify Respondent's Proposal.

Respondent is able to provide the Service described in RFP Section III.A.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.1.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.2.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.3.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.4.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.5.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.6.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.1.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.2.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.3.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.4.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.5.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.6.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.7.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.D.1.	Yes ☐	No ☐

Respondent is able to provide the Service described in RFP Section III.D.2.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.D.3.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.D.4.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.D.5.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.D.6.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.D.7.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.D.8.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.D.9.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.E.1.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.E.2.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.E.3.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.E.4.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.E.5.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.E.6.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.E.7.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.E.8.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.E.9.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.E.10.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.F.1.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.F.2.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.F.3.	Yes ☐	No ☐

Respondent is able to provide the Service described in RFP Section III.F.4.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.F.5.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.G.1.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.G.1.a.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.G.1.b.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.G.1.c.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.G.1.d.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.G.1.e.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.G.1.f.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.G.1.g.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.G.1.h.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.G.1.i.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.G.1.j.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.G.1.k.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.G.1.l.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.G.1.m.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.G.1.n.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.G.1.o.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.G.1.p.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.G.1.q.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.G.2.a.	Yes ☐	No ☐

Respondent is able to provide the Service described in RFP Section III.G.2.b.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.G.2.c.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.G.2.d.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.H..1.a.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.H.1.b.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.H.1.c.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.H.1.d.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.H.1.e.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.H.1.f.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.H.2.a.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.H.2.b.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.H.2.c.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.H.2.d.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.H.2.e.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.I.1.a.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP III.I.1.b.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.I.1.c.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.I.2.a.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.I.3.a.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.I.3.b.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.I.3.c.	Yes ☐	No ☐

Respondent is able to provide the Service described in RFP Section III.I.3.d.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.I.3.e.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.I.3.f.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.I.3.g.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.I.3.h.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.J.1.a.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.J.1.b.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.J.1.c.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.J.1.d.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.J.1.e.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.J.1.f.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.J.1.g.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.J.1.h.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.J.1.i.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.J.1.j.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.J.1.k.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.J.1.l.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.J.1.m.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.J.1.n.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.J.1.o.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.J.1.p.	Yes ☐	No ☐

Respondent is able to provide the Service described in RFP Section III.J.1.q.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.J.1.r.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.J.1.s.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.J.1.t.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.J.1.u.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.J.1.v.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.J.1.w.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.K.1.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.K.2.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.K.3.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.K.4.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.K.5.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.K.6.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.L.1.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.L.2.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.L.3.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.L.4.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.L.5.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.L.6.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.L.7.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.M.1.	Yes ☐	No ☐

Respondent is able to provide the Service described in RFP Section III.M.1.a.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.M.2.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.N.1.a.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.N.1.b.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.N.1.c.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.N.1.d.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.N.1.e.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.N.1.f.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.N.1.g.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.N.1.h.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.N.1.i.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.N.1.j.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.N.1.k.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.O.1.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.O.2.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.P.1.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.P.2.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.P.3.	Yes ☐	No ☐
Respondent is able to provide the Service described in Appendix B, Section 1.A.	Yes ☐	No ☐
Respondent is able to provide the Service described in Appendix B, Section 1.B.	Yes ☐	No ☐
Respondent is able to provide the Service described in Appendix B, Section 2.A.	Yes ☐	No ☐

Respondent is able to provide the Service described in Appendix B, Section 2.B.	Yes ☐	No ☐
Respondent is able to provide the Service described in Appendix B, Section 3.	Yes ☐	No ☐
Respondent is able to provide the Service described in Appendix B, Section 4.	Yes ☐	No ☐
Respondent is able to provide the Service described in Appendix B, Section 5.A.	Yes ☐	No ☐
Respondent is able to provide the Service described in Appendix B, Section 5.B.	Yes ☐	No ☐
Respondent is able to provide the Service described in Appendix B, Section 5.C.	Yes ☐	No ☐
Respondent is able to provide the Service described in Appendix B, Section 6.	Yes ☐	No ☐
Respondent is able to provide the Service described in Appendix B, Section 7.	Yes ☐	No ☐
Respondent is able to provide the Service described in Appendix B, Section 8.	Yes ☐	No ☐
Respondent is able to provide the Service described in Appendix B, Section 9.	Yes ☐	No ☐
Respondent is able to provide the Service described in Appendix B, Section10.A.	Yes ☐	No ☐
Respondent is able to provide the Service described in Appendix B, Section 10.B.	Yes ☐	No ☐
Respondent is able to provide the Service described in Appendix B, Section 10.C.	Yes ☐	No ☐
Respondent is able to provide the Service described in Appendix B, Section 10.D.	Yes ☐	No ☐
Respondent is able to provide the Service described in Appendix B, Section 10.E.	Yes ☐	No ☐
Respondent is able to provide the Service described in Appendix B, Section 11.	Yes ☐	No ☐
Respondent is able to provide the Service described in Appendix B, Section 12.	Yes ☐	No ☐

<< SIGNATURE PAGE FOLLOWS >>

SIGNATURE: ________________________________

NAME: ________________________________

TITLE: ________________________________

COMPANY (Respondent): ________________________________

DATE: ________________________________

APPENDIX B

PROJECT OBJECTIVES

	Project Objectives	**Success Measures (Completion Criteria)**
1	Secure separate data	A. HR data will be stored separately from State of Illinois and/or other constitutional branch offices. B. Shared instances should not exist between HR data and other entities
2	ISTO HR data access	A. Only Treasurer employees should be granted access to HR data B. No users from outside the Treasurer's office should have access to HR data
3	ISTO HR Data Audit requirements	Software vendor should have SOC1/2 audit certifications
4	Costs/Budget	Implementation as well as ongoing costs should be agreed upon and approved in writing by the Treasurer
5	Real-time data availability	A. System should allow users to record data and make data available in real- time B. Real-time reporting capabilities C. Mobile view
6	Timekeeping system	Requirements further defined in Services
7	Benefit Time Management System	Requirements further defined in Services
8	Employee Management System	Requirements further defined in Services
9	Accounting requirements	Employee fiscal forecasting
10	Integrations	A. Integrate HRIS with SharePoint B. Integrate HRIS with TOMS Budget-Voucher (Phase 2)

		C. Integrate HRIS with linked applicant tracking, recruiting and onboarding solution (e.g. JazzHR) D. Integrate HRIS with CMS Central Payroll System E. Integrate with Org Chart
11	Mobility	HRIS system should be available on mobile devices such as iOS, android and windows
12	Geo-Fencing	The Treasurer would like to explore use of Geo-Fencing to track operations in the field

APPENDIX C

ILLINOIS STATE TREASURER CERTIFICATIONS

____ **("CONTRACTOR")** makes the following certifications and by completing these certifications agrees to the following:

1.0 Anti-Bribery.

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

2.0 Bid-Rigging/Bid-Rotating.

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

3.0 Drug Free Workplace.

a. If the CONTRACTOR employs 25 or more employees and this Agreement is worth more than $5,000, the CONTRACTOR certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act (30 ILCS 580).

b. If the CONTRACTOR is an individual and this Agreement is worth more than $5,000, the CONTRACTOR certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract.

4.0 U.S. Export Act.

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

5.0 Non-Discrimination.

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

6.0 Americans with Disabilities Act.

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

7.0 Illinois Human Rights Act.

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

8.0 Felony.

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

9.0 Former Employment.

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

10.0 Inducement.

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

11.0 Revolving Door Prohibition.

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

12.0 Reporting Anticompetitive Practices.

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

13.0 Discriminatory Club.

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

14.0 Taxpayer Identification Number and Legal Status of CONTRACTOR.

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

_____ 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.

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

16.0 Appropriation.

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

17.0 Records Retention; Right to Audit.

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

18.0 Conflicts of Interest.

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

19.0 Late Payments.

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

20.0 Liability.

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

21.0 Debt Delinquency.

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

22.0 Educational Loan Default.

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

23.0 Force Majeure.

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

24.0 Antitrust Assignment.

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

25.0 Prohibition of Goods from Forced Labor.

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

26.0 Prohibition of Goods from Child Labor.

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

27.0 Sarbanes-Oxley Act and Illinois Securities Law.

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

28.0 Disputes.

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

29.0 Third-Party Payments.

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

30.0 Most Favorable Terms.

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

31.0 Board of Elections Registration.

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

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

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

(or)

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

32.0 Collection and Remittance of Illinois Use Tax.

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

33.0 Environmental Protection Act Violations.

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

34.0 Lead Poisoning Prevention Act Violations.

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

35.0 Bond Issuances.

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

36.0 Political Contributions.

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

37.0 Lobbying Restrictions.

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

38.0 Disclosure of Business Operations with Iran (30 ILCS 500/50-36)

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

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

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

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

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

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

39.0 Steel Products.

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

40.0 Printing.

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

a. All books, pamphlets, documents, and reports published through or by the State of Illinois or any State agency, board, or commission shall have printed thereon "Printed by authority of the State of Illinois", the date of each publication, the number of copies printed, and the printing order number. 30 ILCS 500/20-105.

b. No publication may have written, stamped, or printed on it, or attached to it, "Compliments of .... (naming a person)" or any words of similar import. 30 ILCS 500/20-105.

c. Every printed annual report produced pursuant to the Agreement shall bear a statement indicating whether it was printed by the State of Illinois or by contract and indicating the printing cost per copy and the number of copies printed. 30 ILCS 500/25-55.

d. Any offset printing under this Agreement shall utilize soybean oil-based ink or vegetable oil-based ink unless the Treasurer's Chief Procurement Officer determines that another type of ink is required to assure high quality and reasonable pricing of the printed product. 30 ILCS 500/45-15.

41.0 Information Technology Accessibility.

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

42.0 Cybersecurity.

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

43.0 Equal Opportunity.

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

44.0 Freedom of Information Act.

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

45.0 Domestic Products.

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

46.0 Expatriated Entities.

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

47.0 Warranties.

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

b. The CONTRACTOR shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the Treasurer's payment, acceptance, inspection or failure to inspect the supplies.

48.0 Vacancies.

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

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

49.0 Minority Contractor Initiative.

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

50.0 Prevailing Wage.

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

51.0 Employment Tax Credit.

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

52.0 Collective Bargaining.

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

53.0 Specifications.

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

54.0 Invoicing.

By submitting an invoice, the CONTRACTOR certifies that the supplies or services provided meet all requirements of the Agreement, and the amount billed and expenses incurred are as allowed in the Agreement. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the Treasurer no later than July 31 of that year;

otherwise, the CONTRACTOR may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

a. The CONTRACTOR shall not bill for any taxes unless accompanied by proof that the Treasurer is subject to the tax. If necessary, the CONTRACTOR may request the Treasurer's tax exemption number.

b. The CONTRACTOR shall invoice at the completion of the Agreement unless invoicing is tied in the Agreement to milestones, deliverables, or other invoicing requirements agreed to in the Agreement.

55.0 Subcontractors.

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

56.0 Continuing Compliance.

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

<< SIGNATURE PAGE FOLLOWS >>

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

____

CONTRACTOR

____

Signature

____

Name

____

Title

____

Date

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

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

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

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

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

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

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

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

Name: ____

Address: ____

____

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

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

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

If the proportionate share of ownership exceeds 5% <u>or</u> 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).

		Yes	No
a.	State employment, currently or in the previous 3 years, including contractual employment of services	______	______
b.	State employment for spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.	______	______
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.	______	______
d.	Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.	______	______
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.	______	______
f.	Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.	______	______
g.	Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.	______	______

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 State or any county clerk in the State of Illinois, or any political action committee with either the Secretary of State or the Federal Board of Elections.	Yes ______	No ______
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/offerors desiring to enter into certain contracts with the State of Illinois must disclose the information as specified below.

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

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

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

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

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

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

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

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

Official authorized to sign on behalf of contractor/offeror:

Name (printed) ____________________________________Title ________________________

Signature ____ Date ________________________