



OFFICE OF THE ILLINOIS STATE TREASURER
MICHAEL W. FRERICHS

**Request for Qualifications
Architectural Services for
Marine Bank Building Access Area
370-800-23-022**

February 21, 2023

Submissions due before 2:00 p.m. CT on March 21, 2023

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

Office of the Illinois State Treasurer
Request for Qualifications
Architectural Services for Marine Bank Building Access Area
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I. OVERVIEW

The Office of the Illinois State Treasurer (“Treasurer”) is issuing this Request for Qualifications (“RFQ”) to professional firms to provide architectural and engineering design services (“Services”) for an underground access area connected to an office building located at One East Old State Capitol Plaza, Springfield, Illinois (“Building”). Professional firms that submit their qualifications (“Respondents”) must submit their qualifications (“Submissions”) before 2:00 p.m. CT on March 21, 2023.

The Treasurer is seeking firms whose combination of experience and expertise will ensure professional, timely, and cost-effective services. The Treasurer intends to select the best suited, responsible, and responsive Respondent (“Contractor”) for this project. The successful Respondent shall enter into a contract with the Treasurer (“Agreement”) for an initial term of ten (10) months. Upon expiration of this term, the Treasurer may elect to extend the Agreement for a period agreed upon by the parties.

II. BACKGROUND

In late 2019, the Treasurer acquired the Building and has since transitioned most of its Springfield operations there. The basement of the Building is connected to a small underground access area (“Access Area”), which is then connected to an underground tunnel leading underneath Sixth Street into a parking garage underneath the Old State Capitol in Springfield.

Water continues to leak into the Access Area, causing continuing damage. As a result, the Access Area requires repair as well as sufficient waterproofing to prevent future damage. The Treasurer owns a portion of the Access Area, and leases the remainder Access Area from the City of Springfield, and the Treasurer has agreed to conduct all repairs outlined herein (“Project”). A map of the Access Area is included within Exhibit C.

Exhibit C is a preliminary assessment of the Access Area. For the reasons outlined within Exhibit B, the Chief Procurement Officer for the Treasurer (“CPO”) has determined it is in the best interest of the Treasurer that Hanson Professional Services, Inc. (“Hanson”) be authorized to submit a response to this RFQ.

Respondents must be an architect/engineering firm prequalified with the Illinois Capital Development Board (“CDB”). This will be a prevailing wage project covered by a project labor agreement pursuant to the Project Labor Agreements Act (30 ILCS 571/1 *et seq*).

III. SERVICES

The Contractor will perform the services set forth in this section in accordance with applicable law, rules, and regulations (collectively, the “Services”).

The Contractor will work closely with the Treasurer.

Due to current parking arrangements, a project schedule that will allow the Treasurer's safe, waterproofed use of the Access Area no later than October 31, 2023, is a critical component of the Submission.

Services to be performed by the Contractor include, but are not limited to the following:

A. Architectural / Engineering Services

1. Collect Project criteria from the Treasurer and verify all required programming needs.
2. Prepare a Project design schedule to be used during all phases of the Project.
3. Prepare and present conceptual designs, layouts, and final design options for review and approval by the Treasurer.
4. Develop an estimated cost for construction.
5. Prepare detailed engineering and construction drawings that will serve as the basis for both bidding and construction by a general contractor and any subcontractors, as well as, if separately necessary, a waterproofer.
6. Submit final plans and drawings to local governmental entities, as necessary, in order to obtain all legally required approvals, licenses, and/or permits.
7. Assist the Treasurer with preparation and distribution of construction bid documents.
8. Assist the Treasurer with the selection of contractors, where appropriate, including making such selections through the use of existing statewide master contracts, where practicable.
9. Assist the Treasurer with bid review and preparation of all necessary construction contract documents, including any American Institute of Architects contract documents.
10. Perform regular site observation of contractor and subcontractors performing work under any resulting construction, waterproofing or similar contract for the Project, and employees or personnel of such contractor and subcontractors, for adherence to design and construction specifications.
11. As requested by the Treasurer, opine on all change order requests as may be submitted by the awarded general contractor as well as any other contractors or subcontractors to the Treasurer for approval.
12. Respond to questions and issues in a timely manner that arise during design and construction.

13. Assist in obtaining all necessary permits from local government entities, and any similar licenses or permits that may be necessary or appropriate for occupancy.
14. Prepare and submit to the Treasurer all “as-built” drawings at the conclusion of the Project.

B. Additional Services

1. Attend regular meetings with the Treasurer.
2. Develop preliminary drafts of drawings, schedules or other documents related to the Project for the Treasurer’s review and comment.
3. Consult with, and provide appropriate guidance to, the Treasurer on budgetary and funding matters.
4. Consult with, and provide appropriate guidance to, the Treasurer on Project scheduling considerations.
5. Serve as a general resource to the Treasurer regarding the scope of work and any Project issues.

IV. SUBMISSION CONTENT

The following information shall be provided in the Submission:

A. Statement of Qualifications - Provide a signed statement of qualifications with the name and address of the Respondent, describing the Respondent’s interest and capability to perform the Services.

B. Background

1. Provide Respondent’s name, address, web address, telephone and fax numbers.
2. Provide Respondent’s contact person (provide direct phone numbers and email).
3. Identify the number of years Respondent has been in business under its current name and separately, if applicable, under any prior names.
4. Describe Respondent’s corporate structure, including holding companies, parents, and corporate affiliates.
5. Identify all disciplines or specific areas of expertise offered by Respondent.
6. Identify any special areas of practice Respondent provides.

7. Provide detailed staffing information, which includes all relevant job titles and the number of employees in each such position (e.g., number of architects, engineers, etc.).
8. Provide general information on the firm (locations, staffing, etc.). Also provide detailed information on the office that will be serving the Treasurer (key personnel, project experience, etc.). In the case of a Respondent with multiple office locations, the office designated to serve the Treasurer in the Submission must be the office to perform the work in the event that the project is awarded to that Respondent.
9. List any litigation (including matters in arbitration and/or alternative dispute resolution settings) involving Respondent within the last 5 years arising out of any design work for any governmental entity; and whether still pending, or if concluded, the final result. If any such litigation is listed, please provide a detailed explanation.
10. List if Respondent (under current or previous names) has been involved with a contract or project that was terminated within the last 5 years by a governmental entity and, if so, for what reason.

C. Firm Experience and Capabilities

1. Provide a list of all publicly-owned facilities for which Respondent has provided services of a similar scope to the Project in the last five years. Include a detailed project description (identifying the project involved, planning, new construction, additions, or renovations), the type of architectural, engineering, or other service provided and delivery methods, as well as the client contact information.
2. Provide samples of work that demonstrate experience on a commercial office-like building or structure.
3. Provide information that demonstrates Respondent's expertise in maximizing construction budget, and experience in the design of multi-purpose rooms and broad-based technology areas.
4. If the Submission includes affiliated firms, multi-disciplinary departments, or subcontractors (e.g., mechanical, electrical or structural engineering), please identify them and provide the information requested in Section IV.D below for each such entity.

D. Key Personnel & Experience

1. Provide an organizational chart identifying key members of Respondent, including consultants.
2. Provide resumes of Project designers, managers, key staff and consultants relevant to the requirements of this RFQ, which shall include work experience, education,

licenses, certifications, affiliation and awards for each such individual. Provide evidence of Respondent's prequalification with CDB and Respondent's licensure with the Illinois Department of Financial and Professional Regulation.

3. If any changes in staff for whom resumes were submitted should occur between the date of submission of qualifications and the award of a contract, Respondent must notify the Treasurer in writing. Unapproved staffing changes may result in a rejection of the Submission.

E. Firm Workload

1. Provide a list of all projects for which Respondent is currently under contract as an architectural firm.
2. Provide the percentage that public facility projects make up of Respondent's total project workload in the last twelve months.

F. References - Provide a minimum of 3 references for architectural services performed on public-owned facilities in Illinois in the last 5 years.

G. Fees - Do **not** include any estimates of costs or hours required in the Submission. Respondent agrees to the following fee negotiation requirements by providing a Submission:

1. Fees will be generally negotiated in accordance with the CDB fee schedule for architect/engineering contracts.
2. Respondent agrees to negotiate the contract price expeditiously and in good faith to ensure a quick commencement and completion of the Project. To that end, the Treasurer may state the length of time the firm will be limited to in preparing its estimate of effort and cost. Should the Treasurer be unable to successfully negotiate a contract within a timeframe the Treasurer deems necessary, the Treasurer may immediately terminate consideration of Respondent and proceed to negotiate with the second-ranked Respondent.

V. SUBMISSION FORMAT

Submissions submitted in hard copy form must be submitted in a sealed envelope or package bearing the title "Office of the Illinois State Treasurer Submission for Architectural Services for Marine Bank Building Access Area 370-800-23-022" and the Respondent's name and address. The package must include one (1) original and five (5) copies of the Submission. If confidentiality of any information is asserted, one (1) Redacted Copy should be provided in an additional separate envelope. In addition, please provide five (5) electronic copies of the Proposal and, if confidentiality of any information is asserted, one (1) electronic Redacted Copy. Each electronic Proposal copy and, if submitted, the Redacted Copy shall be on a separate thumb drive.

Respondent's Submission shall contain the following:

1. Cover page – The cover page shall provide the name, physical address, e-mail address, and telephone number of the person(s) available for contact regarding the RFQ or resulting contract. Such person(s) must be authorized to make representations on behalf of Respondent.
2. Submission Content – Respondent shall include all of the information required by Sections IV and V of this RFQ.
3. Scope of Work – Respondent shall identify any Service it is unwilling or unable to provide and explain why.
4. Statement – Respondent shall provide a statement indicating that, with the Submission, Respondent acknowledges agreement to the contractual provisions set forth in this RFQ.
5. Subcontractors (Consultants) – Provide a list of the subcontractor(s) and/or consultants Respondent will use for the Services, if any, and the general type of work to be performed by each subcontractor and/or consultant, including the anticipated percentage of the overall Services such entity will be performing.
6. State Certifications and Disclosures – Respondent and any subcontractor(s) must submit the following three (3) fully executed documents: Illinois State Treasurer Certifications, Disclosures Financial Interest and Potential Conflicts of Interest (Disclosure Form A), and the Disclosures Other Contract and Procurement Related Information (Disclosure Form B), attached hereto as Exhibit A.
7. Prequalification – Respondent must submit five (5) copies of its CDB 255 Form (including Forms A & B), five (5) copies of its A/E Prequalification Form including five (5) copies of its proof of prequalification and five (5) copies of evidence of licensure with the Illinois Department of Financial and Professional Regulation.
8. Redacted Copy – If the Proposal contains any information that Respondent considers to be exempt from public disclosure under the Illinois Freedom of Information Act (“FOIA”) (5 ILCS 140) or other applicable laws and rules, Respondent should submit in a separately sealed envelope an additional copy of the Proposal with proposed confidential information redacted, as detailed in Section VII.E.8 of this RFQ (“Redacted Copy”). If the Proposal is submitted via email, any Redacted Copy must be submitted as a separate attachment.

VI. EVALUATION CRITERIA

- A. All statements of qualifications will be evaluated by the Treasurer's selection committee. The selection is not based on competitive bidding; rather, the committee will consider Respondent's qualifications, the abilities of its professional personnel,

its past record and experience with governments entities, location, workload, and willingness and ability to meet time requirements.

- B.** The Treasurer is committed to providing more opportunities to qualified Minority, Women, Veteran, and Disabled-owned (MWVD) firms. Preference is accorded to qualified contractors or subcontractors that demonstrate or attest that (1) greater than 50% of the ownership interest of the firm is held by minority, female, veteran, and/or disabled persons, OR (2) greater than 75% of the firm’s senior managers are minority, female, veteran, and/or disabled persons. Definitions of “minority,” “female,” “veteran,” and “disabled person” are located in the Business Enterprise for Minorities, Females and Persons with Disabilities Act (30 ILCS 575) and Sections 45-57 (“Veterans”) of the Illinois Procurement Code (30 ILCS 500/45-57).
- C.** Finalists may be required to make a presentation before the selection committee and provide some additional information, including evidence of adequate insurance coverage, etc. before the Contractor is selected and approved by the Treasurer.

VII. RFQ PROCESS AND SCHEDULE

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

A. Schedule

The following is the schedule for this RFQ:

Date	Event
February 21, 2023	RFQ published on the Treasurer’s website.
March 1, 2023	Notice of intent to participate in the Optional Respondent Walkthrough due before 1:00 p.m. CT.
March 3, 2023	Walkthrough at Building at 11:00 a.m., until 12:00 p.m.
March 7, 2023	All Respondent questions due by 9:00 a.m. CT.
March 9, 2023	Responses to all questions posted on the Treasurer’s website.
March 21, 2023	Submissions due at 2:00 pm CT.
Week of April 10, 2023	If applicable, notify finalists and schedule presentation.
April 12 - 24, 2023	If applicable, finalists present to Selection Committee.

Week of April 23, 2023	Notification of award and begin negotiation Agreement.
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These dates are subject to change at the Treasurer's discretion.

B. Contact information

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

Respondents should submit questions about the intent or content of this RFP and request clarification of any and all procedures used for this procurement prior to the submission of a Proposal. Respondents must submit their questions via e-mail to the CPO at cflynn@illinoistreasurer.gov by 9:00 a.m. CT on March 7, 2023.

C. Optional Respondents' Walkthrough

If it is necessary for a Respondent to prepare their Submission, the Treasurer will offer a one (1) hour walk-through of the Building, to be focused on the Access Area alone, at 11:00 a.m. CT on March 3, 2023. Each Respondent must e-mail notice of intent to attend the Optional Respondents' Walkthrough to Christopher Flynn at cflynn@illinoistreasurer.gov before 1:00 p.m. CT on March 1, 2023. To be clear, attendance at the Optional Respondents' Walkthrough is optional.

D. Proposal Submittal

1. Packet submission in hard copy form

Proposals submitted in hard copy form must be submitted in a sealed envelope or package with "Office of the Illinois State Treasurer Request for Qualifications Architectural Services for Marine Bank Building Access Area 370-800-23-022" shown on the front of the envelope or package, along with the Respondent's name and address.

All Proposals must be received by mail or messenger at the following address, before 2:00 p.m. CT on March 21, 2023:

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

Proposals will be opened publicly, via livestream only, at 2:00 p.m. CT on March 21, 2023. The livestream will be available online at:

<https://www.facebook.com/ILTreasurerProcurement>.

2. Packet submission via electronic form

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

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

3. Use of electronic version of this RFP

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

E. RFQ Process

1. Questions about this RFQ

Respondents should submit questions about the intent or content of this RFQ and request clarification of any and all procedures used for this RFQ prior to the submission of a response. Respondents must prepare their questions in writing and send them by e-mail to the CPO.

2. Internet/E-mail Communications

The Treasurer may also communicate with Respondents via e-mail. Each Respondent should provide an e-mail address with its response for ease of communication throughout this RFQ process.

3. Verbal Communications

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

4. Amendment

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

5. Respondent's Costs

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

6. Withdrawal/Modification of Submission

Respondent may withdraw or modify its Submission at any time prior to the deadline for receipt of Submissions. For withdrawals, Respondent must submit a written withdrawal request, addressed to the CPO and signed by Respondent's duly authorized representative. In order to modify a Submission, the amended Submission must be a complete replacement for the previously submitted Submission and must be clearly identified as such in the transmittal letter to the CPO.

7. Response to RFQ is State Property

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

8. Submission is Part of a Public Procurement File

All Submissions 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 Submission, 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 Submission 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 Submissions 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 made under FOIA, the Treasurer reserves the right to rely on Respondent’s decision whether to submit a Redacted Copy with its Submission, and the Treasurer is under no obligation to notify the vendor prior to providing a complete and unredacted Submission, with any unredacted attachments, if Respondent does not elect to provide a Redacted Copy with its Proposal as described in this Section.

9. CPO May Cancel the RFQ

If the Treasurer’s Chief Procurement Officer (“CPO”) determines it is in the Treasurer’s best interest, the CPO reserves the right to do any of the following:

- a. Cancel this RFQ;
- b. Modify this RFQ in writing as needed; or
- c. Reject any or all submissions received for this RFQ.

10. Additional Information

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

VIII. CONTRACTUAL TERMS

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

A. Contractual Responsibility

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

B. Governing Law

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

C. Term of Agreement

The term of the Agreement shall be ten (10) months, unless terminated in accordance with the terms of the Agreement. The Treasurer may with the consent of the Contractor, elect to extend the Agreement for additional periods.

D. Termination

1. Termination without Cause

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

2. Termination for Cause

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

- a. Contractor fails to furnish satisfactory performance within the time specified;
- b. Contractor fails to perform any of the provisions of the Agreement or so fails to make progress so as to endanger the performance of the Agreement in accordance with its terms;
- c. Any goods or services provided under the Agreement are rejected and are not promptly replaced or corrected by Contractor or repeatedly rejected even though Contractor offers to replace or correct the goods or services promptly;
- d. There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means were used to obtain the Agreement;
- e. Contractor is guilty of misrepresentation in connection with another contract for 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, or the 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 cancelled and the Treasurer may recover any and all damages involved with the transition to a new vendor including incidental and consequential damages. Failure by the Treasurer to issue a warning or cancel this Agreement does not waive any of the Treasurer's rights to issue subsequent warnings.

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

E. Work Product

1. Ownership of work product.

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

2. Return of Work Product

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

F. State Furnished Property

Contractor shall be responsible for the security, protection, and return of all property

furnished by the State of Illinois, if any, including but not limited to, items, research materials, photographs, and drawings.

G. Internal Controls

If applicable and upon request, Contractor shall provide the Treasurer with a copy of the most recent Annual Report or Form 10-K of itself or its holding company and its most recent SSAE 16 report, both of which shall include the attestation of the company's independent registered accounting firm regarding the company's internal control over financial reporting.

H. Back-up Facilities

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

I. Liability

The Treasurer assumes no liability for the acts or omissions of 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.

J. Indemnification

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

K. Subcontractors

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

L. Record Retention and Audit

Contractor and subcontractors, if any, shall maintain adequate books, records, and supporting documents related to the Agreement, including those necessary to support amounts charged to the State under the Agreement, for a minimum of three (3) years from the last action on the Agreement or after termination of the Agreement, whichever is longer. Contractor and subcontractors agree to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all relevant materials. If any

litigation or claim involving the Agreement has been filed or any audit commenced before the expiration of the three (3) year period, Contractor shall maintain the records required by this Section 1) in the case of any litigation or claim, until completion of the action and resolution of all issues that arise from it or until the end of the three (3) year period, whichever is later and 2) in the case of any audit, until completion of the audit or until the end of the three (3) year period, whichever is later. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of the Treasurer for the recovery of any funds paid by the Treasurer under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

M. Confidentiality

This Section shall survive the termination of the Agreement.

1. Confidential Information

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

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

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

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

3. Protection of Confidential Information

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

or use of the Confidential Information.

4. Privacy Policy

Contractor will comply with any applicable federal or state laws or regulations, as well as any privacy policy developed by the Treasurer. Contractor further agrees to establish, maintain, and comply with a privacy policy with respect to the Performance of the Agreement that meets.

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.

N. Successor and Assignment

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

O. Certifications

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

P. 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.

Q. Severability

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

R. Access to Information

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

V. 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 Contractor's performance of the Services, including but not limited to any policy that relates to management, maintenance, record keeping, safekeeping, custody, or subcontracting.

W. State Certifications/Disclosures

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

Exhibit A

ILLINOIS STATE TREASURER CERTIFICATIONS

_____ (“CONTRACTOR”) makes the following certifications:

1.0 ANTI-BRIBERY.

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

2.0 BID-RIGGING/BID-ROTATING.

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

3.0 DRUG FREE WORKPLACE.

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

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

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

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

4.0 U.S. EXPORT ACT.

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

5.0 NON-DISCRIMINATION.

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

6.0 AMERICANS WITH DISABILITIES ACT.

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

7.0 ILLINOIS HUMAN RIGHTS ACT.

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

8.0 FELONY.

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

9.0 FORMER EMPLOYMENT.

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

10.0 INDUCEMENT.

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

11.0 REVOLVING DOOR PROHIBITION.

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

12.0 REPORTING ANTICOMPETITIVE PRACTICES.

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

13.0 DISCRIMINATORY CLUB.

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

14.0 TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS OF CONTRACTOR.

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

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

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

15.0 LICENSE; AUTHORIZED BIDDER OR OFFEROR

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

16.0 APPROPRIATION.

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

17.0 RECORDS RETENTION; RIGHT TO AUDIT.

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

18.0 CONFLICTS OF INTEREST.

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

19.0 LATE PAYMENTS.

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

20.0 LIABILITY.

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

21.0 DEBT DELINQUENCY.

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

22.0 EDUCATIONAL LOAN DEFAULT.

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

23.0 FORCE MAJEURE.

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

24.0 ANTITRUST ASSIGNMENT.

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

25.0 PROHIBITION OF GOODS FROM FORCED LABOR.

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

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

26.0 PROHIBITION OF GOODS FROM CHILD LABOR.

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

27.0 SARBANES-OXLEY ACT AND ILLINOIS SECURITIES LAW

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

28.0 DISPUTES.

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

29.0 THIRD-PARTY PAYMENTS.

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

30.0 MOST FAVORABLE TERMS.

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

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

31.0 BOARD OF ELECTIONS REGISTRATION

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

(or)

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

32.0 COLLECTION AND REMITTANCE OF ILLINOIS USE TAX

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

33.0 ENVIRONMENTAL PROTECTION ACT VIOLATIONS

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

34.0 LEAD POISONING PREVENTION ACT VIOLATIONS

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

35.0 BOND ISSUANCES

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

36.0 POLITICAL CONTRIBUTIONS

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

37.0 LOBBYING RESTRICTIONS

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

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

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

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

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

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

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

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

CONTRACTOR

By:

Signature

Name

Title

Date

DISCLOSURES

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

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

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

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

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

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

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

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

Name: _____

Address: _____

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

_____.

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

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

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

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

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

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

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

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

This disclosure is submitted on behalf of

(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

Name (printed) _____ Title _____

Signature _____ Date _____

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

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

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

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

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

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

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

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

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

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

Official authorized to sign on behalf of contractor/offersor:

Name (printed) _____ Title _____

Signature _____ Date _____

Exhibit B

Office of the Illinois State Treasurer
Michael Frerichs

Procurement Notice

Acceptance of Response to Request for Qualifications
Architectural Services for the Marine Bank Building Access Area

Hanson Professional Services, Inc.

The Chief Procurement Officer (“CPO”) for the Office of the Illinois State Treasurer (the “Treasurer”) is issuing this Procurement Notice pursuant to Section 1400.3005(b)(2) of the administrative rules governing procurement for the Treasurer, 44 Ill. Adm. Code 1400. This provides Notice of the CPO’s determination that it is in the best interest of the Treasurer that Hanson Professional Services, Inc. (“Hanson”) be authorized to submit a response to the Treasurer’s Request for Qualifications Access Area Architectural Services for the Marine Bank Building Access Area (“RFQ”).

Hanson previously provided a structural assessment of the Marine Bank Building located at One East Old State Capitol Plaza, Springfield, Illinois. Hanson has since provided an assessment of the Access Area (as defined in the RFQ; “Assessment”) and suggestions for its repair. The Assessment is included as Exhibit C to the RFQ.

Hanson has specific knowledge of the Marine Bank Building as well as the Access Area. Further, given the Assessment is incorporated into this RFQ, other Respondents have the information needed for competitive Submissions. For those reasons, the CPO issues this Procurement Notice in order to clarify its intent to accept any response to the RFQ that meets the requirements of the RFQ, including any such Submission from Hanson.



Illinois State Treasurer's Office
6th Street Tunnel Structural Assessment
Springfield, Illinois

Prepared for: Illinois State Treasurer



Signed: March 18, 2022

Expires: November 30, 2022

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Executive Summary

This report presents the results of Hanson Professional Services Inc.'s (Hanson) general structural condition survey of a portion of tunnel outside the Illinois State Treasurer's (Client) office at 1 East Old State Capitol Plaza located at 100 South Sixth Street, Springfield Illinois. Observations were made by Austin Dierkes, E.I and Evan Roberts, E.I. of Hanson Professional Services Inc. (Hanson) on February 24, 2022.

Ms. Rhonda Merritt (Facility Manager) escorted Dierkes and Roberts to the location of the tunnel for the general structural condition survey.

The office building was recently renovated by Client after being acquired from Chase Bank. The building has tunnel access to the underground parking facility under the Old State Capitol. The roof of the tunnel shows signs of deterioration and leakage that Client requests to be evaluated for future repair. The scope of this project is to assess the portion of the tunnel from the west door from the basement of the office building to the storefront door leading to the tunnel under Sixth Street. Refer to Exhibit 1 for the limits of this assessment.

The tunnel roof generally appears to be in poor condition with areas of delamination and exposed / corroded reinforcement. Hanson's observations indicate that any existing waterproofing system has failed leading to deterioration of the tunnel roof. The tunnel walls appear to be in sound condition. Hanson recommends that the tunnel roof be excavated and removed and a new concrete tunnel roof and waterproofing system be installed.

1. Scope of Evaluation

Illinois State Treasurer (Client) requested that Hanson provide a general structural assessment of a portion of pedestrian tunnel from their office at 1 East Old State Capitol Plaza located at 100 South Sixth Street, Springfield Illinois. The Client's office building is linked at the basement level to a buried tunnel under 6th Street leading to the parking structure under the Old State Capitol. Client reported that the tunnel has flooded in the past and the door to the tunnel is not functional. Client requested that Hanson provide structural engineering services to observe and assess a portion of the tunnel and walls and provide a report of findings, including general recommendations for future repairs.

Services:

Structural Engineering Services provided:

1. The limits of the structural assessment of the portion of tunnel is indicated in Exhibit 1. The assessment was based on visual and tactile examination methods that included sounding (tapping with a hammer) of the accessible portions of the tunnel. Tunnel elements that were observed include the tunnel roof and walls.

Qualifications:

1. Structural observations were limited to visual observations made of readily accessible elements of the structure.
2. The purpose of the assessment is to provide an assessment of the structural integrity of the tunnel and recommend conceptual level repairs to address the observed deterioration of the tunnel. Observations were not exhaustive but were made to the extent thought to indicate a representation of overall condition. The assessment did not include items that are concealed or items that are not readily accessible.

Notable Exclusions:

1. Preparation of drawings of the facility.
2. Analysis to assess the capacity of the structure.
3. Assessment of foundations and slab on grade.
4. Assessment of water proofing.
5. Assessment of storefront system and door.
6. Design of repairs that may be recommended.
7. Environmental services (such as identification of asbestos, lead-based paint and other potential hazardous material).
8. Services for architectural, civil, electrical, mechanical or any disciplines other than structural engineering.
9. Bidding, construction contract administration and closeout services.
10. Opinions of probable construction cost for repairs or any other construction that may be required at the facility.

2. Structural Observations – Existing Conditions

2.1 Background

The Illinois State Treasurer Office was originally constructed in the 1850's as Springfield Marine Bank which consisted of a one-story building with a basement. The building was modified / reconstructed in the 1920's and 1930's to modify the building layout, add mezzanine levels and additional vault space in the basement. In the 1970's, the building underwent a major renovation and addition. The space south of the original Springfield Marine Bank and north of the Illinois building was used for an expansion of the basement to the bank. The roof structure for this basement addition served as the customer parking lot. The renovation work also expanded the building to the north up to Washington Street and to the east to include covered drive up banking lanes. The addition included the basement, first floor and two (2) office level floors as well as a mechanical penthouse. The work also included removal of mezzanine levels on the east side of the 1930's portion of the building.

The Illinois State Treasurer's Office recently remodeled the building to adjust the layout to fit their needs and is currently occupying the facility.

On the west side of 6th Street, across from Client's office, the Old State Capitol complex maintains an underground parking garage. The parking garage was constructed with the Old State Capitol reconstruction in the 1960's. As part of this project, tunnels and stair shafts for pedestrian access to grade were constructed on each side of the block. The tunnel under 6th Street links the underground parking garage to the basement level of Client's office.

Hanson understands that the tunnels are maintained by the City of Springfield and Client has notified the City of the evaluation work included in this report and potential future repairs that may be recommended by this report.

Client reports that the portion of tunnel from the basement level of their office to the storefront door has flooded in the past. The source of the water infiltration is unknown but past signs of leakage from the tunnel roof are evident. The storefront door system is currently not operable due to what appears to be corrosion of the frame.

2.2 Structural Observations

2.2.1 General Information – Structural System

The tunnel linking the basement of Client's office to the tunnel under 6th Street is constructed of cast-in-place concrete base slab, walls and roof. There is a small set of concrete stairs in the mid-section of the tunnel. An approximate elevation change of 3 ft. 0 in. between the client's basement level and the tunnel under 6th Street was observed. Drawings for the original tunnel construction are not currently available to review. Approximate tunnel inside dimensions are as follows for the portion of tunnel under review: 15 ft. 0 in. east to west and 7 ft. 2 in. north to south. The width is reduced on the east portion of tunnel to 5 ft. 5 in. The height of the tunnel was approximately 12 ft. 6 in. from underside of roof to top of floor slab.

2.2.2 Tunnel Base Slab and Wall Observations

Observations and tactile examination of the base slab and walls indicate that these components are in fair condition for their age. No delamination or corroded reinforcement was observed in the base slab or walls. Portions of vertical “fins” of the tunnel walls resulting from original formwork of the cast-in-place walls have been dislodged or broken off but this is deterioration appears to be only cosmetic and not a concern for the structure.

On the north wall of the tunnel exists an electric junction box. From a previous project, it is believed that this junction box was abandoned and scheduled to be filled with concrete from the sidewalk above. It is unknown if this was completed.

At the tunnel wall to roof slab intersection there are signs of past leakage and effloresce.

2.2.3 Tunnel Roof Observations

Observations and tactile examination of the roof of the tunnel indicate that the roof is in poor condition on the west portion of the tunnel. Approximately 45 square feet of unsound concrete was observed. Tactile examination of the east portion of the tunnel roof was limited due to the hard ceiling just outside of the entrance to the Client’s basement. Visual observations of the east portion of the tunnel roof indicate a fair to poor condition. Signs of deterioration of the tunnel roof slab include cracking, spalling, delaminated concrete and exposed reinforcement that has severely corroded. Signs of past water infiltration appear to be the cause of the deteriorated condition of the roof structure. This is likely due to failure of the original waterproofing system of the tunnel. A buildup of efflorescence was observed on many of the slab cracks indicating a source of water infiltration. Refer to Figure 1. A large conduit bundle on the east portion of the tunnel penetrates the slab and appears to actively be contributing to the infiltration of water. Concrete around many of the conduit penetrations were wet at the time of observation. It is probable that chlorides from de-icing salts used on the sidewalk above have infiltrated through the cover of the tunnel and have contributed to the corrosion of the tunnel roof reinforcement.



Figure 1: Slab Cracking and Efflorescence

The roof of the tunnel is buried approximately 2 to 3 feet below the sidewalk above based on measurements taken at the stair access to grade just south of the portion of tunnel leading to Client’s office.

2.2.4 Tunnel Ceiling Observations

Visual observations of the suspended ceiling system in the tunnel indicate the suspended ceiling system is in poor condition. The suspended ceiling is supported with structural WT shapes and angles. The supporting structure is hung from the tunnel roof by angles that are welded to plates embedded in the concrete. Refer to Figure 2. Corrosion of the angle hangers and plates have compromised the integrity of the connection that supports the gravity loads of the ceiling. Furthermore, delamination of the corroded steel members was observed. These types of deteriorations are most likely due to the presence of water containing chlorides which have likely accelerated the corrosion.



Figure 2: Hanger Attachment and Slab Spall

3. Recommendations

3.1 Tunnel Repair Recommendations

The structural condition of the tunnel roof has been compromised due to water infiltration and corrosion of the reinforcement. The presence of chlorides in the concrete appears to be contributing to its deteriorated state.

Due to its condition and configuration, underside repairs to the slab are not recommended. In areas where delamination and spalls have occurred, overhead repairs would require removal of delaminated concrete to sound material. This removal process will require chipping hammers and will reduce the section of the concrete required to resist the vertical soil pressures the roof is currently resisting. These overhead repairs would also require installation of new concrete reinforcement where the existing reinforcement has been severely corroded. Existing reinforcement in tension currently resisting the vertical load of the roof would also be at risk of becoming damaged that could jeopardize the slab capacity. Detailed analysis on the forces required for the tunnel roof to resist the vertical soil loads would be required to design replacement reinforcement and its development into the existing system. This type of repair is not likely to perform as intended and may compromise the tunnel roof capacity while being installed. A repair from the underside also does not address the cause of the deterioration, namely, failure of the tunnel waterproofing system.

Based on the observed conditions, Hanson recommends that the tunnel roof slab be removed and replaced with a new cast-in-place concrete slab. The detail and sequence of the removal and replacement is anticipated to be as follows:

1. Excavate the area above the tunnel to 2 to 3 feet below the bottom of the tunnel roof slab.
2. Shore the inside of the tunnel walls to resist the lateral earth pressures and install falsework to catch debris from tunnel roof removal.
3. Remove the existing tunnel roof slab by saw cutting through the tunnel walls just below the bottom of the roof slab or remove by cutting or jackhammering the roof slab into small pieces for removal.
4. Drill and epoxy grout new concrete reinforcement into the top of the existing tunnel walls and install tunnel slab reinforcement design to resist the vertical and axial forces required from the soil loading.
5. Cast replacement concrete roof slab and infill the existing electrical vault (if required).
6. Install a waterproofing membrane over reconstructed tunnel roof that wraps down the sides of the tunnel below the joint between the wall and roof.
7. Install drainage media, piping and gravel backfill to drain water from the tunnel roof.
8. Backfill tunnel and replace sidewalk.
9. Install ceilings, walls and doors as required to finish interior of tunnel.

The structural design of the tunnel roof replacement will require analysis and design by a structural engineer considering the vertical loads to be resisted by the roof slab. The roof slab will also be required to resist the compressive loads that will be delivered to the slab by the soil retained by the tunnel walls once temporary shoring is removed.

The replacement of the tunnel roof slab will require the tunnel be closed to pedestrian traffic. This will limit a path of egress from Client's office in the event of an emergency, if this portion of tunnel is considered an egress path. As part of the design of the tunnel replacement, it is recommended that an Architect be engaged to review life safety paths of the facility to determine what the impacts, if any, to the means of egress from the basement level would be while the access to the tunnel is closed. The Architect would also be needed to design the doors, storefront system, ceilings of the tunnel and waterproofing system.

An electrician or electrical engineer is also recommended to be engaged to determine if the existing conduits and conductors present in the tunnel are active. Relocation of the conduits and live conductors are likely to be required along with new lighting for the tunnel.

It was observed that the condition of tunnel roof beyond limits of the scope of this report were also in poor condition and similar repair recommendations may apply. It is understood that Client intends to repair the portion of tunnel that is linked to the basement as indicated in Exhibit 1 but it may benefit the structure if repairs could be coordinated with the City of Springfield for the remaining portion of the tunnel as well.

3.2 Conclusion

The condition of the tunnel from the basement of Client's office to the 6th Street tunnel shows signs of leakage that appears to have severely deteriorated a large portion of the tunnel roof slab. The deterioration consists of cracking, spalling, delamination and exposed and corroded reinforcement. The original waterproofing membrane has likely failed causing water infiltration which may also include chlorides from de-icing salts from the sidewalk above. The condition of the roof slab is such that underside, in situ repairs are not recommended and replacement of the slab should be considered along with the installation of a new waterproofing membrane system.

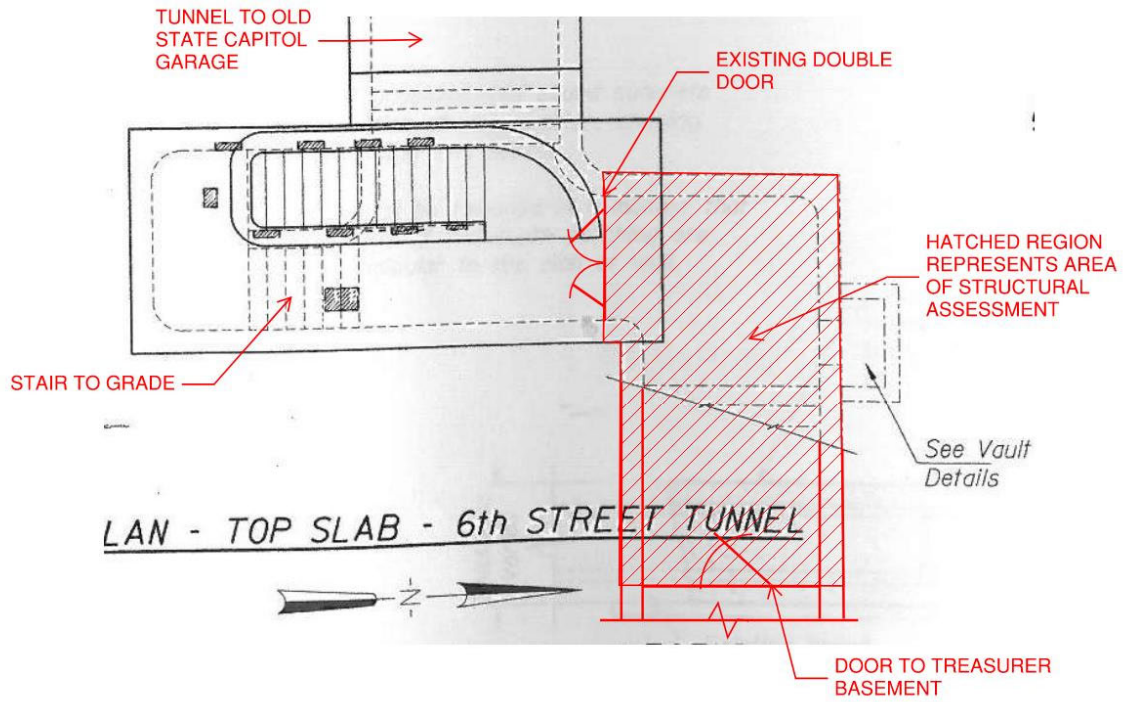


EXHIBIT 1