



OFFICE OF THE ILLINOIS STATE TREASURER
MICHAEL W. FRERICHS

Request for Proposals
PCI Compliance Portal Services
370-300-17-004

June 19, 2017

Proposals due by 12:00 p.m. CT on July 20, 2017

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

Office of the Illinois State Treasurer
Request for Proposals
PCI Compliance Portal Services
370-300-17-004

TABLE OF CONTENTS

I.	OVERVIEW.....	3
II.	BACKGROUND	3
III.	SCOPE OF WORK.....	4
IV.	RFP PROCESS AND SCHEDULE	7
V.	PROPOSAL	10
VI.	EVALUATION PROCESS & CRITERIA.....	18
VII.	CONTRACTUAL TERMS.....	20
Appendix A	Illinois State Treasurer Certifications, Disclosures Financial Interest and Potential Conflicts of Interest (Disclosure Form A), and Disclosures Other Contract and Procurement Related Information (Disclosure Form B)	

I. OVERVIEW

The purpose of this Request for Proposals (“RFP”) is to invite qualified service providers to prepare and submit a proposal to provide cloud-based Payment Card Industry (“PCI”) compliance services to the Office of The Illinois State Treasurer (“Treasurer”) and other state agencies and units of local governments that accept credit cards through the Treasurer’s E-Pay Program (“Participants”), in accordance with the requirements defined throughout this RFP. Specifically, such PCI compliance services include the provision of a cloud-based PCI compliance portal (“Portal”) that offers administrative and management functions for the Treasurer and compliance functions to Participants as well as comprehensive customer service and technical support. Vendors that submit responses (“Respondents”) shall submit their responses to this RFP (“Proposals”) by 12:00 p.m. CT on July 20, 2017.

The winning Respondent (“Contractor”) shall enter into a contract with the Treasurer (“Agreement”) for an initial term of four (4) years. During this time period, the Treasurer will administer the Portal and enroll Participants into the Portal in order to access the services. Upon expiration of this term, the Treasurer may elect to extend the Agreement for a period of time agreed upon by the parties, not to exceed a total of ten (10) years, including the initial four (4) years.

II. BACKGROUND

Pursuant to Section 17 of the State Treasurer Act (15 ILCS 505), the Treasurer offers an electronic payments program (“E-Pay”) to units of State and local government. E-Pay is a secure, electronic payments processing program that allows enrollees to accept credit cards, debit cards, and E-check payments from their constituents (“Customers”) using any of the major card brands (Visa, MasterCard, Discover, and American Express) or an E-check. Payment channels include the Internet, telephone, or Point-of-Sale (“POS”) card terminals, or Virtual Terminal software payment solutions as provided through a separately-procured credit card processor.

The Contractor’s services must adhere to all prevailing credit card rules and regulations, including the Local Government Acceptance of Credit Cards Act, 50 ILCS 345/1 et seq., and Payment Card Industry Data Security Standards (“PCI DSS”). In order for the Treasurer to effectively manage PCI DSS compliance for all Participants, the Treasurer must have access to the Portal to enroll Participants as well as provide PCI compliance guidance tools and services.

The Contractor’s services must support all Participants’ PCI DSS compliance services as well as the Treasurer’s management of such services. Currently, the Treasurer has more than 600 E-Pay Participant accounts with approximately 3,000 operating merchant identification numbers (“MIDs”). The Treasurer intends to enroll all of the current 600 Participants in addition to any new Participants into the Portal services that are the subject of this procurement.

III. SCOPE OF WORK

The Contractor will be required to provide all of the services listed in Sections III.A and III.B of this RFP, except those that are noted as optional. The Contractor may submit a proposal for all, or a portion of, the optional services described in Section III.B and III.C. The services set forth in this Section III shall hereinafter be referred to collectively as the “Services.” All PCI-related Services provided by Respondents must adhere to the most current version of the relevant PCI standard as set forth by the PCI Security Standards Council (“PCI SSC”).

A. Portal

1. Provide comprehensive cloud-based PCI compliance management functions through the Portal.
2. Provide an administrative dashboard in the Portal that allows the Treasurer to, at a minimum, complete the following tasks:
 - a. Track each Participant’s PCI compliance status details and Portal use;
 - b. Initiate and track communications with Participants; and
 - c. View status, activity, and compliance documents for each Participant by searching Participants’ accounts and/or processing environments.
3. Provide comprehensive administrative processes through the Portal that, at a minimum, allow the Treasurer to complete the following tasks:
 - a. Enter new Participants and their respective Services into the compliance Portal;
 - b. Update existing Participants’ Services in the Portal; and
 - c. Discontinue existing Participants’ Services as necessary (e.g., services that are unused or outmoded) in the Portal.
4. Provide detailed reports to the Treasurer of the compliance status of Participants that shall include, at a minimum, the following information:
 - a. Number of enrolled Participants;
 - b. Status of enrolled Participants;
 - c. Activity of administrative users and enrolled Participants; and
 - d. If offered, communications delivered from the Portal.

5. Provide a Participant dashboard in the Portal that allows the Participants to, at a minimum, complete the following tasks:
 - a. View overall compliance status for Services and processing environments enrolled in the Portal;
 - b. Provide assistance to Participants in selecting the appropriate Self Assessment Questionnaire(s) (“SAQ”) to be completed for the Participants’ processing environment, as well as provide guidance in completing the applicable SAQ;
 - c. Manage multiple processing environments and related SAQs;
 - d. Track all compliance action dates and receive reminder communications regarding upcoming action dates;
 - e. Receive notifications regarding any periods of non-compliance or missed action dates; and
 - f. Edit information contained in Participant dashboards.
6. Provide detailed reports to the Participants that include the compliance status of all the Participants’ Services and processing environments.
7. Allow Participants that meets PCI SSC standards upon successful completion of a SAQ to electronically attest their compliance and generate a certificate of compliance.
8. Ensure that all reports available to the Treasurer and the Participants can be accessed directly from the Portal in a PDF and/or Excel format that is acceptable to the Treasurer.
9. Tailor the portal compliance service assessment and questionnaires to services offered by E-pay and its vendors, as requested by the Treasurer.

B. Customer Service

1. Ensure that technical support staff, service representatives, and other properly authorized personnel are available to the Treasurer and Participants by telephone and email during normal business and at other times as necessary and expedient to carry out the Services.
2. Provide ongoing support to the Treasurer that addresses the use of all management functions of the Portal.

3. Advise the Treasurer on Portal uses, as requested by the Treasurer and as necessary to carry out the Services.
4. The following customer services are optional:
 - a. Provide ongoing e-mail and telephone support to Participants for the compliance service aspects of the Portal, including, but not limited to, completion of the Participants' compliance assessments, completion of the appropriate SAQs and validation documents, and, setup and execution of external network scans;
 - b. Provide ongoing reporting to the Treasurer on customer service themes associated with technical, compliance, and service issues that impede use of the portal or Participants' compliance;
 - c. Offer ongoing PCI-specific training to customer support staff;
 - d. Provide PCI trained staff to assist Participants in assessing their PCI needs and completing PCI validation through the Portal;
 - e. If external network scans are offered, provide support staff specifically dedicated to the setup and maintenance of external network scans;
 - f. If external network scans are offered, provide support staff trained in PCI ASV standards and able to assist in remediation of errors identified by external scans;
 - g. If a call center is offered, furnish reports to the Treasurer detailing calls received (e.g., number of calls, call topic) and on general customer service metrics (e.g., call length, call drop rates); and
 - h. Track and report on customer service themes that impede use of the Portal or Participants' compliance.

C. External Network Vulnerability Scans (Optional)

1. Provide external vulnerability scanning services to validate the Treasurer's and Participants' adherence with the external scanning requirements of all applicable PCI SSC requirements.
2. Provide external network vulnerability scanning services as requested by the Treasurer and Participants in accordance with PCI Approved Scanning Vendor ("ASV") standards.
3. Allow Participants to run scheduled and on-demand external network vulnerability scans against single Internet Protocol ("IP") addresses and IP address ranges from the Participants' Portals.

4. Provide external vulnerability scanning services that are configured to each Participant's specific processing environment.
5. Provide PCI ASV compliant remediation reporting that informs the Treasurer and Participants of vulnerabilities identified by external scans.
6. Allow Participants to attest their compliance and generate a certificate of compliance that meets PCI SSC standards attesting to the successful completion of external network vulnerability scans.
7. Invoice Participants for any costs associated with their respective external network scans.
8. Communicate the vulnerability test status of the Treasurer and Participants upon completing any external vulnerability scan.

IV. RFP PROCESS AND SCHEDULE

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

A. Schedule

The following is the schedule for this RFP:

Date	Event
June 19, 2017	RFP published on the Treasurer's website.
June 22, 2017	Notice of intent to participate in the Bidder's Conference due by 12:00 pm CT.
June 23, 2017	Optional Bidder's Conference at 2:30 p.m. CT.
June 29, 2017	All Respondent questions due by 12:00 p.m. CT.
July 13, 2017	Responses to all questions posted on the Treasurer's website.
July 20, 2017	Responses to RFP due at 12:00 p.m. CT.
Week of July 24, 2017	Selection of potentially acceptable candidates.
Week of July 31, 2017	If applicable, interviews and site visits.
Week of August 7, 2017	If applicable, best and final offer due.
Week of August 14, 2017	Notification of award and begin negotiation of Agreement.

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

B. Contact information

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

Respondents should submit questions about the intent or content of this RFP and request clarification of any and all procedures used for this procurement prior to the submission of a Proposal. Respondents must submit their questions in writing by e-mail to the CPO, Jim Underwood, at junderwood@illinoistreasurer.gov by 12:00 p.m. CT on June 29, 2017.

C. Optional Bidder's Conference

Each Respondent must e-mail notice of intent to attend the Bidder's Conference to Jim Underwood at junderwood@illinoistreasurer.gov by 12:00 p.m. CT on June 22, 2017. Attendance at the Bidder's Conference is optional, and may be attended via teleconference. The Bidder's Conference shall be on June 23, 2017 at 2:30 p.m. CT at the following address:

400 W. Monroe Street, Suite 401
Springfield, IL 62704

D. Proposal Submittal

All Proposals must be submitted by mail or messenger to the following address, no later than 12:00 p.m. CT on July 20, 2017:

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

E. RFP Process

1. Internet/E-mail Communications

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

2. Oral Communications

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.

3. Amendment
If it is necessary to amend this RFP, the Treasurer will post amendments on the Treasurer's website at www.illinoistreasurer.gov.
4. Respondent's Costs
The cost of developing a response to this RFP is each Respondent's responsibility and may not be charged to the Treasurer.
5. 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.
6. 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.
7. Proposal is a Firm Offer
A Proposal submitted in response to this RFP is a binding offer, valid for 180 days after the due date for Proposals or the due date for the receipt of a best and final offer, whichever falls later.
8. Proposal is State Property
On the Proposal due date all Proposals and related materials submitted in response to this RFP become the property of the State of Illinois.
9. Proposal is Part of a Public Procurement File
All Proposals received by the Treasurer will be open to the public, though a Respondent may request that the Treasurer treat certain information as confidential in accordance with 44 Ill. Admin. Code §1400.2505. If Respondent requests confidential treatment of any information it considers to be exempt from public disclosure under the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140) 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.

10. CPO May Cancel the RFP

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

11. Additional Information

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

V. PROPOSAL

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

A. Proposal Format

All Proposals must be submitted within the prescribed format to facilitate objective review. Any Proposal that materially deviates from this format will be rejected without further consideration of its content. Proposals that contain false or misleading statements or that provide references that do not support an attribute or condition claimed by the Respondent may also be rejected. Narratives should provide a concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on clarity, brevity and completeness of response. The following are the sections that must be provided in the Proposal. The sections should be labeled accordingly.

1. Cover Letter – The Proposal must be accompanied by a transmittal letter that designates 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 – Include a listing of the main chapters and paragraph headings contained in the Proposal, including page numbers.
3. Introduction – Include any introductory remarks, not to exceed three (3) pages, deemed appropriate. Briefly discuss such topics as the Respondent's background, management, facilities, staffing, related experience, and financial stability.
4. Scope of Work – Provide a narrative, not to exceed five (5) pages, describing the general conceptual approach to the delivery of specific Services and any other information Respondent believes is relevant.
5. Answers to Questions – Respondent must respond to all of the questions. Respondent's answers must include the headings (e.g., "Background and Experience") and be numbered in the order provided in Section V.B of this RFP.

6. Service Team – Provide an organizational chart, brief biographies, and resumes for the proposed Service team, including support staff. Please identify the primary contact person and describe the role of each key person.
7. Subcontractors – Provide a list of the subcontractor(s) Respondent will use for the Services, if any and the general type of work to be performed by each subcontractor.
8. Unique Capabilities – Provide a summary not to exceed five (5) pages of any unique expertise, products or services that distinguish your institution.
9. 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).
10. Cost Proposal – Respondent’s price (“Cost Proposal”) shall be provided in a separately sealed envelope.
11. Redacted Copy – If the Proposal contains any information that Respondent considers to be exempt from public disclosure under FOIA 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 IV.E.9 of this RFP (“Redacted Copy”).

Proposals must be submitted in a sealed envelope or package bearing the title “PCI Compliance Portal Services Proposal for the Office of the Illinois State Treasurer” 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. If confidentiality of any information is asserted, one (1) Redacted Copy should be provided in an additional separate envelope. In addition, please provide three (3) electronic copies of the Proposal, three (3) separate electronic copies of the Cost Proposal, and, if confidentiality of any information is asserted, one (1) electronic Redacted Copy. Each electronic Proposal copy, each electronic Cost Proposal copy and, if submitted, the Redacted Copy, shall be on a separate electronic storage device, such as a CD or thumb drive.

B. Questions to be Addressed in the Proposal

Respondents shall provide answers to the questions listed below in this Section V.B. Note that questions listed under the sub-heading “External Network Scans” below, are optional and only need to be responded by Respondents bidding on these optional services.

Background and Experience

1. Please provide Respondent's name, and the name, title, address, phone number, fax number, and email address of the individual who will be the Treasurer's primary contact.
2. Please provide the address and website of Respondent's headquarters and all branch offices.
3. Please provide three (3) client references, current or past, and state the organization's name, their website (if any), a point of contact, physical address, telephone number, e-mail address, and the scope of work Respondent provided.
4. Does Respondent provide data breach insurance along with any of its Services? If so, please detail the insurance limits for each individual service and identify the insurance provider(s).
5. Does Respondent have a documented security incident policy and procedure? If so, please provide a copy with Respondent's proposal.
6. Are there any services not included in this RFP that are necessary to meet the current or upcoming PCI compliance standards? If yes, please describe them in Respondent's response and include any such services as part of Respondent's cost proposal.
7. Does Respondent have experience offering PCI compliance portal solutions to governmental entities? If yes, please provide examples of such experience.
8. In the past 5 years has Respondent been involved in any litigation, arbitration or mediation related to any of the offered Services? If yes, please explain.
9. Discuss Respondent's corporate governance compliance practices.
10. Describe Respondent's risk management practices and internal controls to ensure adherence to applicable federal and state laws, regulatory agency guidance, and industry best practices.
11. Describe any changes in Respondent's ownership or management structure since January 1, 2015. Will these changes have any impact on Respondent's ability to provide the Services during the expected term of the Agreement?
12. Is Respondent currently in, or has Respondent at any time been in, remediation status with the PCI Security Standards Council? Please note the date, duration and high level cause or causes for the remediation status and any related review, including but not limited to a Quality Assurance ("QA") review.

13. Identify and describe any training resources, including staff and materials, that Respondent will make available to the Treasurer.
14. Identify and describe any training resources, including staff and materials, that Respondent will make available to Participants.

Management Portal

15. Please explain whether Respondent is able to issue the Treasurer individual administrative user accounts for each Treasurer staff member for enrollment and maintenance of Participants accounts in the Portal.
16. Will Respondent's Portal offer audit reports to view administrative user activity?
17. Will Respondent's Portal offer an option to conduct bulk enrollments via file import? If yes, please describe bulk enrollment capabilities.
18. Will the Treasurer have the ability to initiate communications to Participants on demand? If yes, please list the types of communications that can be initiated on demand.
19. Can all communications initiated by the Portal be customized to the Treasurer's needs? Please list communications that can be customized and examples of features that are customizable (e.g., e-mail subject, e-mail body, etc.).
20. Will the Portal allow the Treasurer to track communications generated from the Portal? For example, would the Treasurer be able to view whether a welcome e-mail was received, read, and acted on?
21. Will the Portal provide the Treasurer with reports on communications generated from the Portal? For example, is there a report option available that shows the number, type, and status of communications generated from a specific timeframe?
22. Can the Portal allow the Treasurer to view compliance documents, activities, and statuses for specific Participants' processing environments?
23. Are standard reports available that show compliance status, effective dates, and other data by Participant hierarchy and/or specific Participant processing environment?

Participant Portals

24. After enrollment, will the Portal initiate a welcome e-mail to Participants describing the further steps they must take? If yes, can reminder communications be sent if Participants do not follow through on the welcome e-mail?

25. Does the Portal offer a guidance questionnaire for Participants that will direct Participants to the appropriate SAQ for their processing environment? If yes, please describe the nature of this questionnaire including number of questions and types of information requested.
26. If a guidance questionnaire is offered, are the results saved between compliance periods so that Participants do not need to recomplete the questionnaire for subsequent validation attempts?
27. Does the Portal offer a SAQ wizard that walks Participants through the completion of the SAQ appropriate for Participants' specific processing environment?
28. If a SAQ wizard is offered, how often are updates made to questionnaires to ensure they remain current with PCI standards?
29. In the event of delayed implementation of a change in PCI standards during which the PCI SSC will accept multiple versions of the standards (e.g., the period of time during which both PCI DSS versions 3.1 and 3.2 could be used), does Respondent offer Participants the ability to validate under both standards?
30. In the event of a change to PCI standards, is Respondent still able to provide validation documents created under older versions of the PCI standards?
31. Does Respondent provide Participants with the ability to initiate a guidance questionnaire and/or SAQ wizard on demand?
32. If the compliance assessment wizard and/or SAQ questionnaire can be customized to services offered by E-Pay and its vendors, how will updates be made to the portal to coincide with changes to services offered by E-Pay and its vendors? For example, if end-to-end encryption is used on some point-of-sale solutions, can the questionnaire automatically include scope reduction identified by QSA assessment or Non-Listed Encryption Solution Assessment?
33. If the compliance assessment wizard and/or SAQ questionnaire can be customized to services offered by E-Pay and its vendors, are there additional fees associated with this customization or changes to this customization?
34. Can Participants upload compliance documentation and supporting data for activity conducted outside of the Portal? For example, if Participants complete a paper SAQ, network scans, or receive a PCI DSS Report on Compliance in connection with an audit, can Participants upload the PCI DSS Attestation of Compliance to the Portal along with associated compliance data (e.g., SAQ type, effective date, etc.)?

35. If uploaded documentation is allowed, can environments covered by uploaded documentation still be accurately captured in management Portal reporting? For example, if Participants upload an SAQ A for a specific processing environment, will the Portal appropriately report the addition of SAQ A for that environment and track the associated compliance dates?
36. If uploaded documentation is allowed, can Participants receive reminders and communications associated with the Services covered by the uploaded documentation?
37. Upon successful compliance validation, does the Portal produce a certificate of compliance that meets PCI SSC standards and can be used to attest compliance to credit card processors and/or acquiring banks?
38. Can Participants electronically sign certificates of compliance in a fashion that meets PCI SSC standards and industry best practices?

External Network Scans (if the service is offered)

39. Provide a brief history, including year established and number of years Respondent has been offering PCI ASV Services.
40. Is Respondent certified by the PCI SSC as an ASV?
41. Do the external scans conducted by Respondent's Portal meet PCI SSC Approved Scanning Vendor ("ASV") requirements for external network scans?
42. For each Participant, how many individual IP addresses or IP ranges can be set as targets for external network scans?
43. Does the Portal provide remediation reporting that identifies uncovered vulnerabilities, inherent business or technical risk, and associated risk levels?
44. Does remediation reporting include possible resolutions for each vulnerability identified by external scans?
45. Can external network scans for Participants be scheduled from the Portal? Please provide scheduling options available (e.g., recurrence rate, time of scan, etc.).
46. Upon completion of a successful scan validation, can the Portal produce a scan certificate that meets PCI SSC standards and can be used to attest compliance to credit card processors and/or acquiring banks?
47. Can Participants electronically sign scan certificates in a fashion that meets PCI SSC standards and industry best practices and that produces a reliable electronic record in accordance with applicable state law, including the Electronic Commerce Security Act (5 ILCS 175)?

Customer Service

48. Does Respondent offer ongoing PCI-specific training to its customer support staff?
49. If a call center is offered, what are Respondent's typical staffing levels for that center?
50. Would support staff be readily available to assist the Treasurer and Participants with use of the Portal? Please describe the communication methods that the Treasurer and Participants would be able to use to reach support staff.
51. Would Respondent's Participant customer service support include PCI trained staff that could assist Participants in assessing their PCI needs and completing PCI validation through the Portal?
52. Does the Respondent have experience providing customer service to governmental entities? If yes, please describe this experience.
53. If external network scans are offered, does Respondent have support staff specifically dedicated to the setup and maintenance of external network scans?
54. If external network scans are offered, is Respondent's support staff trained in PCI ASV standards and able to assist in remediation of errors identified by external scans?
55. If a call center is offered, what types of reporting would be available to the Treasurer on calls received (e.g., number of calls, call topic, etc.)?
56. If customer service is offered, are you able to report on general customer service metrics (e.g., call length, call drop rates, etc.)?
57. If customer service is offered, how would you track and report on customer service themes that impede use of the portal or Participants' compliance?

Diversity

58. If publicly owned, please provide the number and percentage of members of the Respondent's governance board who are female, minority, military veterans, or persons with disabilities. Please cite with supporting data.
59. If privately owned, is the Respondent or its affiliates female, minority, persons with disabilities, or veteran-owned or managed? For purposes of this RFP, "female, minority, persons with disabilities, or veteran owned or managed" shall mean being owned or managed by 51% or more of a combination of female, minority, persons with disabilities, or military veteran. Please provide the number

and percentage of Respondent's owners who are female, minority, military veterans, or persons with disabilities. Please cite with supporting data.

60. Please provide the number and percentage of Respondent's senior executive leaders (i.e. partner, president, COO, managing director, or other senior executives) who are female, minority, military veterans, or persons with disabilities. Please cite with supporting data.
61. Please provide the number and percentage of Respondent's staff (i.e. all full-time and part-time employees) who are female, minority, military veterans, or persons with disabilities. Please cite with supporting data.
62. What is the percentage of Respondent's intended use of subcontractors for this project, if any, that are female, minority, persons with disabilities, or veteran-owned or managed? Please cite with supporting data.

Corporate Responsibility – Environmental, Social, and Governance Practices

63. 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.
64. Please highlight any policies, practices or resources that the Respondent has in place to retain and enhance the human capital at the firm.
65. Please explain how the Respondent fosters a corporate governance structure that mitigates business risks and enhances business operations.
66. Please highlight any activities, projects, or services the Respondent administers to alleviate societal issues and enhance its commitment to corporate social responsibility. Please cite with supporting data.

Illinois Presence

67. Is the Respondent incorporated in Illinois? Please provide the physical address and website of the Respondent's headquarters and all Illinois branch offices.
68. Please note how many full-time employees are located at the Respondent's headquarters and all Illinois branch offices.
69. Please describe what presence the Respondent has in the State of Illinois. Such "presence" can be demonstrated by noting (a) the number and (b) the percentage of the Respondent's full-time employees who spend more than half their time in Illinois and have physical offices or a principal place of business located in Illinois.

70. Using the definition provided above, what percentage of the Respondent's subcontractors for this project, if any, have an Illinois presence?

71. Please note whether the Respondent has any plans to locate staff or hire additional staff in the State of Illinois. Please provide supporting data.

C. Cost Proposal

Respondents shall provide a fee schedule for each of the required services outlined in this RFP, as well as any optional services for which Respondents elect to submit a Proposal. The fee schedule should include all fees/costs for the service being bid on. Upon the receipt of best and final proposals, the Treasurer shall establish a price range for all services covered by this RFP.

Pricing for the Management and Participant PCI Compliance Portals may be submitted as a monthly license fee or as a monthly price per Participant. Pricing for external network scans may be submitted as a monthly price per IP, or tiered monthly pricing based on number of target IPs.

VI. EVALUATION PROCESS & CRITERIA

This Section explains how the Treasurer will evaluate the Proposals.

A. Mandatory Requirements

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

1. Submit Proposal and accompanying Cost Proposal by 12:00 p.m. CT on July 20, 2017;
2. In Respondent's Proposal, provide all of the sections and the information required for each section as set forth in Section V.A of this RFP;
3. Provide the Cost Proposal in a separately sealed envelope and on a separate electronic storage device;
4. Have a minimum of five (5) years of experience performing services that are considered identical or similar in nature to the Services;
5. Be authorized to transact business in Illinois for all of the Services;
6. Answer all of the questions in this RFP;
7. Submit the name, physical address, e-mail address, and telephone number of an individual with authority to answer questions or clarify their Proposal; and

8. Provide a Portal as requested in this RFP that assists Participants and the Treasurer in the tracking and completion of PCI compliance related tasks.

B. Scoring

The following table shows the maximum number of points that can be awarded for each evaluation factor that will be used in reviewing the Proposals. Each service proposed by the Respondent shall be graded and evaluated separately.

PCI Compliance Portal Evaluation Factors	Maximum Score
Background and Experience	15
Management and Participant Portals	40
Customer Service	10
Cost Proposal	20
Diversity	5
Corporate Responsibility - Environmental, Social, and Governance Practices	5
Illinois Presence	5
TOTAL	100

C. Evaluation Factors

1. Background and Experience
Scoring will be based on Respondent’s experience with and demonstrated ability to provide quality cloud-based PCI compliance services to the Treasurer and Participants. The breadth and depth of the similar engagements will be considered. The evaluation also will include reference checks regarding the Respondent’s work for previous clients receiving services similar to the ones in this RFP.
2. Compliance Portal Services
Scoring will be based on Respondent’s answers to the questions in Section V.B of this RFP. The thoroughness and clarity of the Proposal, the perceived validity of the Proposal, and the talent and experience of assigned personnel will be considered.
3. Customer Service
Respondent’s customer service capabilities will be evaluated and scored, based on the answers provided to the questions in Section V.B of this RFP.
4. Cost Proposal
Respondent’s Cost Proposal score will be scored based on an evaluation of its cost-effectiveness in delivering the essential program requirements.

5. Diversity

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

6. Corporate Responsibility

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

7. Illinois Presence

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

D. Evaluation Process

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

VII. CONTRACTUAL TERMS

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

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 in a commercially reasonable manner.

B. Governing Law; Venue.

The Agreement shall be governed by and construed according to 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. Internal Controls

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

D. Disaster Recovery and Backup Facilities

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

E. State furnished property

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

F. Term of Agreement

The term of the Agreement shall be three (3) years unless terminated in accordance with the terms of this Agreement. The Treasurer may, with the consent of Contractor, elect to extend the Agreement for additional periods, not to exceed a total term of ten (10) years, including the initial four (4) years.

G. Termination

1. Termination Without Cause.

The Treasurer may elect to terminate the agreement at 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 in a reasonable manner.

2. Termination for Cause.

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

- a. Contractor fails to furnish a satisfactory performance within the time specified;
- b. Contractor fails to perform any of the provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms;

- c. Any services provided under the Agreement are rejected and are not promptly corrected by Contractor, or repeatedly rejected even though Contractor offers to correct services promptly;
- d. There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means obtained 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 their creditors or receivership due to insolvency;
- g. Contractor disregards laws and ordinances, rules, or instructions of a contracting officer or acts in violation of any provision of the Agreement or this part, or the Agreement conflicts with any statutory or constitutional provision of the State of Illinois or of the United States; or
- h. Any other breach of contract or other unlawful act by Contractor occurs.

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

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

H. Review

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

I. Liability and Indemnification

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

Contractor has a duty to select, with due diligence, all other entities that shall be necessary to implement the Agreement. Contractor shall establish and enforce reasonable procedures to assure the Treasurer of the performance by all other entities of the services necessary to implement this Agreement.

J. Non-Compete

Throughout the term of the Agreement and for one (1) year afterwards, Contractor shall not enter into any new contracts to provide any of the Services with any unit of State or local government in Illinois. In the event that Contractor has an existing contract to provide any of the Services with a unit of State or local government in Illinois at the time the Agreement is executed, Contractor shall provide the Treasurer a list of such contracts and the names of the units of State or local government that are parties to such contracts (“Exempt List”). Notwithstanding anything to the contrary in this Section, Contractor may extend existing contracts and enter into new contracts with any unit of State or local government in Illinois that is on the Exempt List.

K. Confidentiality

This Section shall survive the termination of the Agreement.

1. Confidential Information.

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

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

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

The requirement of confidentiality under this Agreement also applies to the employees and agents of the Contractor. The Contractor shall use its best efforts to ensure that its employees and agents adhere to the confidentiality requirements set forth herein. 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.

The Contractor represents, warrants, and covenants that it has implemented and will maintain an information security program reasonably designed to protect

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 the program that meets the requirements of applicable law.

5. Program Lists.

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

L. Subcontracting

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

M. Assignment

Each term and provision of the Agreement is binding and enforceable against and inures to the benefit of any successors of the Treasurer and any successors of Contractor, but neither the Agreement nor any of the rights, interests, or obligations is assignable without the prior written consent of the other party. Any attempt by Contractor to transfer or assign any rights or obligations related to the provision of services under this Agreement, without the prior written consent of the Treasurer, shall render the Agreement voidable by the Treasurer. The Treasurer may unilaterally bind any successor of the provider to the terms and conditions of any Agreement between the parties.

N. Services

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

O. Use, Access, and Security of Information

1. Access.

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

2. Use.

Contractor shall only use data provided by or related to the Treasurer or Participants for the purposes stated in this Agreement. Contractor shall not use data provided by or related to the Treasurer or Participating Agency for any other purpose, including but not limited to mining data or bidding on other government contracts. Contractor and its agents and subcontractors shall not resell nor otherwise redistribute information gained from its access to the data of the Treasurer and Participants.

3. Storage.

Contractor shall house all data arising out of or related to this contract within the United States.

4. Breach.

Following the retention period set forth in Section VII.Q, below, and after transfer of data back to the Treasurer and/or migration of data to a new or replacement system, and following verification of the data, Contractor must purge any of the Treasurer's data that resides on its computer hardware or software. Contractor must perform this purge in a manner no less restrictive than set forth in the requirements for "Purge" contained in NIST Special Publication 800-88, Appendix A: Minimum Sanitization Recommendation for Media Containing Data. The Treasurer reserves the right to verify that data has been properly transferred prior to erasure and to ensure that the data has been removed per this agreement. Contractor must certify in writing the method used including the date and time of data destruction. Contractor will notify the Treasurer's Chief Information Technology Officer within 24 hours of any identified information breach or other security incident which impacts the Treasurer's data or application.

P. State Certifications/Disclosures

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

Q. Right to Audit Books and Records

The Contractor and any subcontractor shall maintain, for a minimum of five (5) years after the termination of the Agreement, adequate books, records, and supporting

documents related to the Agreement. These documents shall be available for review and audit by the Treasurer and the Illinois State Auditor General. The Contractor agrees to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the Treasurer for the recovery of any funds paid by the Treasurer under the underlying agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

R. 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 you, including any copyright or service marks you developed on behalf of the Treasurer, under any agreement for 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 you.

2. Return of Work Product.

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

Appendix A
Illinois State Treasurer Certifications
Electronic Commerce Payment Services
RFP 370-500-17-006

ILLINOIS STATE TREASURER CERTIFICATIONS

_____ (“CONTRACTOR”) makes the following certifications:

1.0 ANTI-BRIBERY.

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

2.0 BID-RIGGING/BID-ROTATING.

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

3.0 DRUG FREE WORKPLACE.

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

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

- a. Publishing a statement:
 - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace.
 - ii. Specifying the actions that will be taken against employees for violation of such prohibition.

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

4.0 U.S. EXPORT ACT.

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

5.0 NON-DISCRIMINATION.

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

6.0 AMERICANS WITH DISABILITIES ACT.

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

7.0 ILLINOIS HUMAN RIGHTS ACT.

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

8.0 FELONY.

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

9.0 FORMER EMPLOYMENT.

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

10.0 INDUCEMENT.

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

11.0 REVOLVING DOOR PROHIBITION.

CONTRACTOR certifies that neither it nor its employees and agents are in violation of section 50-30 of the Illinois Procurement Code (30 ILCS 500/50-30). Section 50-30 prohibits for a period of (2) years after terminating an affected position

certain State employees and their designees from engaging in any procurement activity relating to the State agency most recently employing them for a specified period of time.

12.0 REPORTING ANTICOMPETITIVE PRACTICES.

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

13.0 DISCRIMINATORY CLUB.

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

14.0 TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS OF CONTRACTOR.

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

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Government Entity |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Tax Exempt | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Corporation providing or billing Home/Cemetery | <input type="checkbox"/> Pharmacy/Funeral |
| <input type="checkbox"/> medical and/or health care services | <input type="checkbox"/> (Corp.) |
| <input type="checkbox"/> Corporation NOT providing or billing Company (select | <input type="checkbox"/> Limited Liability |
| <input type="checkbox"/> medical and/or health care services classification.) | <input type="checkbox"/> applicable tax |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> 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/Offers

- 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- | Yes
_____ | No
_____ |

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.

- | | | | |
|----|--|--------------|-------------|
| 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 _____