

**ILLINOIS STATE BOARD OF INVESTMENT**  
**Request for Competitive Proposal: Private Partnership Performance Reporting Software**

***I. OVERVIEW***

The Illinois State Board of Investment (the “Board” or “ISBI”) hereby issues a request for competitive proposal (“RFP”) from qualified, service providers (the “Respondents”) interested in providing Private Partnership Performance Reporting Software. All forms needed for submitting a response to this RFP are available on the Board’s website at <http://www.isbi.illinois.gov>. **Respondents to this RFP are responsible for monitoring the Board’s website for information pertaining to the RFP, while the RFP is outstanding.**

The Board is a non-appropriated state agency that is responsible for managing and investing the pension assets of the Illinois General Assembly Retirement System, the Judges’ Retirement System of Illinois and the State Employees’ Retirement System of Illinois. ISBI’s net assets totaled \$11.7 billion as of April 30, 2011. More information regarding ISBI can be found by reviewing its enabling statute at 40 ILCS 5/22A and its website at: <http://www.isbi.illinois.gov>.

***II. RFP TIMELINE***

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|--|----------------------------------|
| 1. Date of Issue:                        | Monday, June 27, 2011            |
| 2. Deadline to Submit Written Questions: | Friday, July 1, 2011 3:00PM CDT  |
| 3. Responses to Written Questions:       | Friday, July 8, 2011             |
| 4. Final Filing Date:                    | Friday, July 15, 2011 3:00PM CDT |
| 5. Potential Interviews:                 | Friday, July 22, 2011            |
| 6. Finalist Notified By:                 | Friday, July 29, 2011            |

***III. ISBI RFP PROCEDURES***

Qualified service providers that do not receive an RFP from ISBI are encouraged to compete and may obtain the RFP document from the ISBI website. Neither this RFP nor any response to this RFP should be construed as a legal offer.

All interested service providers must submit their responses in accordance with the proposal submission instructions below. ISBI reserves the right to reject any or all proposals submitted. All material submitted in response to the RFP will become the property of the Board. ISBI is not responsible for any costs incurred by the Respondents in responding to this RFP.

Staff shall open the responses and thoroughly review each for content, quality and compliance with the RFP’s requirements. Staff will compile a list of all Respondents to the RFP, identifying which responses are complete and incomplete.

If it becomes necessary to revise any part of the RFP, or if additional information is necessary for a clarification of provisions within this RFP, prior to the due date for proposals, a supplement will be provided to all known Respondents and posted on the Board’s website. If a supplement is necessary, the Board may extend the due date and time of the proposals to accommodate any

additional information requirements.

Respondents are advised that proposal materials are subject to the Illinois Freedom of Information Act (5 ILCS 140). After completion of the RFP, selection by the Board and successful negotiation of a contract, if any, proposals submitted may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Illinois Freedom of Information Act for information within the Respondents' proposals must identify relevant language as confidential, and identify in the email transmission of the proposal whether confidential information is included. Further, each page of confidential documentation must be labeled as such. The Respondent must also specify which statutory exemption applies for each piece of confidential information. The Freedom of Information Act can be found at the Illinois General Assembly's website (<http://www.ilga.gov/>).

ISBI reserves the right to make determinations of confidentiality. If ISBI disagrees with a Respondent's confidential designation, it may either reject the proposal or discuss its interpretation of the exemptions with the Respondent. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, ISBI will remove the proposal from consideration.

Following review and evaluation of complete responses from interested Respondents, the field of candidates will be narrowed to a smaller list of the most highly qualified Respondents. The Board's Staff may meet with representatives of each Respondent to obtain an independent assessment of the Respondent's capabilities.

The Board shall conduct the RFP process and any potential retainer in accordance with applicable provisions of the Illinois Pension Code, the State Officials and Employees Ethics Act and any other relevant authority under the Illinois Compiled Statutes. All ex parte communications between the Board and its Staff and interested parties, including Respondents, or non-interested parties shall be recorded or disclosed, in accordance with the State Officials and Employees Ethics Act. Board Members and Staff shall comply with all Illinois gift ban restrictions.

#### ***IV. PROPOSAL SUBMISSION***

The Board's Chief Financial Officer/Investment Portfolio Accounting Officer, Alise White, shall oversee the RFP process. If Respondent is interested in submitting a proposal, Respondent must submit an electronic copy of the complete proposal by **3:00 PM, CDT, July 15, 2011** to:

**SEARCH CONTACT:** Lorna Scott  
Portfolio Officer, Valuation & Analysis  
Illinois State Board of Investment  
Lorna.Scott@illinois.gov

Questions concerning the RFP must be submitted in writing via e-mail to the Search Contact by **3:00 PM, CDT, July 1, 2011**. Responses to properly submitted questions will be consolidated into a single Q & A document and posted on the Board's website on or about **July 8, 2011**. The

Q & A document will not identify the source of the query.

**PLEASE NOTE: Respondents WILL NOT receive individualized responses from the Search Contact, in response to questions submitted by a Respondent. Respondents must review the Q & A document posted on the Board's website to receive answers to all questions submitted.**

If Staff has a question(s) regarding how to interpret a Respondent's proposal, Staff is authorized to request additional information from that Respondent. The selected Respondent will be notified on or around July 29, 2011.

**ANY PROPOSAL RECEIVED AFTER THE JULY 15, 2011 DUE DATE AND TIME WILL NOT BE CONSIDERED.**

**PROPOSALS MUST CONTAIN THE FOLLOWING DOCUMENTS:**

- A. Transmittal Letter. A transmittal letter must be submitted on the Respondent's official business letterhead. The letter must identify all documents provided collectively as a response to the RFP, and must be signed by an individual authorized to bind the Respondent contractually. An unsigned proposal shall be rejected. The letter must also contain the following:
  - Statement that the proposal is being made without fraud or collusion; that the Respondent has not offered or received any finder's fees, inducements or any other form of remuneration, monetary or non-monetary, from any individual or entity relating to the RFP, the Respondent's proposal or the Board's Consultant selection.
  - Statement that discloses any current business relationship or any current negotiations for prospective business with the Board or any ISBI Board Members or ISBI Staff.
- B. Minimum Qualification Certification. The Respondent must complete the certification and provide all supporting documentation.
- C. Questionnaire. The Respondent must address the questionnaire items in the RFP in the order in which they appear in the RFP. Further, each question number and question in the RFP shall be repeated in its entirety before stating the answer. Certain questions require supporting documentation. Supporting documentation should be submitted as attachments to the questionnaire.
- D. Vendor Disclosure Attachment(s).

**V. SCOPE OF SERVICES**

Background

ISBI is invested with approximately 70 private equity partnerships valued at \$500 million, 25 real estate partnerships valued at \$400 million, and 5 infrastructure partnerships valued at \$360 million.

## Mandatory Services.

- ISBI seeks performance reporting software that will enable ISBI Staff to monitor its limited partnership investments and accurately measure performance of these investments (IRR, multiples).
  - i. Descriptive data that will be monitored includes, at a minimum: commitment amount, fund size, fund strategy, geography, fund expiration date, ISBI's ownership percentage, vintage year, invested capital, valuation at quarter-end, cumulative distributions received, total valuation (valuation plus cumulative distributions) and unfunded commitments.
  - ii. Required performance calculation includes gross IRR/net IRR (since inception, 1yr, 3 yr, 5yr, 7 yr, 10yr, and 15yr) and investment multiples including TVPI and DPI.
- ISBI seeks infrastructure and processes which ensure business resiliency. The solution should be on a hosted platform which has been reviewed under the guidelines of SAS 70/SOC 1,2,3 reporting. Respondent shall have back-up facilities which adhere to industry best practice standards as well as a robust business continuity plan in place.

**VI. MINIMUM QUALIFICATION REQUIREMENTS AND CERTIFICATION.**

**Respondents must satisfy each of the following minimum qualifications for this RFP, in order to be given further consideration by the Board. Failure to satisfy each of the requirements will result in the immediate rejection of the proposal. Failure to provide complete information will result in the rejection of the proposal.**

**Please circle “YES” or “NO” where indicated. If evidence is requested, please provide complete documentation.**

1. Respondent and its proposed team have all authorizations, permits, licenses and certifications required by federal and state laws and regulations to perform the services specified in this RFP at the time Respondent submits a response to the RFP. (Yes/No):\_\_\_\_\_
2. Respondent has both (i) reviewed the Board’s Vendor Disclosure Policy (attached as ***Exhibit A***) **and** (ii) provided all disclosures required under the Policy. If Respondent has no disclosures to report, Respondent has indicated that fact in the firm’s response. (Yes/No):\_\_\_\_\_
3. Respondent has (i) reviewed the representations and certifications, outlined in ***Exhibit B***, **and** (ii) agrees that, if retained to provide private partnership performance reporting services, such representations and certifications will be incorporated into any contract with the Board. Limited drafting changes may be negotiated during any contract negotiation. (Yes/No):\_\_\_\_\_
4. Respondent agrees to provide the services as detailed in the Scope of Services section of this RFP and any other requirements as stated in this RFP. (Yes/No):\_\_\_\_\_
5. Respondent maintains sufficient procedures and capabilities necessary to ensure the timely and accurate backup and full recovery for all computers and other data storage systems related to an ISBI account(s). (Yes/No): \_\_\_\_\_  
If yes, please provide a complete description of these procedures and capabilities, including your firm’s disaster recover and business continuity plan.

\*\*\**Intentionally Left Blank*\*\*\*

IF RESPONDENT PROVIDED A “NO” RESPONSE TO ANY OF THE MINIMUM QUALIFICATION REQUIREMENTS ABOVE, RESPONDENT SHOULD NOT SUBMIT A PROPOSAL TO THE BOARD.

PLEASE CERTIFY THE RESPONDENT’S SATISFACTION OF THE MINIMUM QUALIFICATIONS BY PROVIDING THE RESPONDENT’S AUTHORIZED SIGNATURE BELOW.

*Authorized Signer Name:* \_\_\_\_\_

*Title:* \_\_\_\_\_

*Respondent Firm:* \_\_\_\_\_

*Signature:* \_\_\_\_\_

*Date:* \_\_\_\_\_

**VII. QUESTIONNAIRE.**

**Firm**

1. Please provide your firm's name and the name, title, address, phone number, fax number, and email address of the individual who will be serving as the primary contact.
2. What year was your firm established?
3. How many years has your firm been involved in providing private partnership performance reporting services?
4. Provide a breakdown of your firm's employees and departments.
5. Please describe the experience of all staff assigned to this project including Client Relationship staff members (please include resumes).
6. Please provide the address and website of your firm's headquarters and all branch offices. Please indicate location of product support unit and hours of operation.
7. Explain your firm's experience in providing similar services for other large public/private pension funds.
8. Please provide at least five (5) references, preferably large public/private pension funds for whom you have provided similar services within the past two (2) years. Please include the following: years of providing service and type of service provided, reference contact names and phone numbers.
9. Describe any relevant alliances or partnerships associated with your firm.
10. Is your firm affiliated with a broker dealer or asset management firm?
11. Will any party or individual be compensated if your firm were to be awarded the contract?
12. Please comment on the financial solvency of your firm.
13. Please provide a brief description of your firm's plans for growth (i.e., personnel growth and succession planning) over the next three (3) to five (5) years.
14. Please give succession plans for key employees if retirements are planned within the next five (5) years.

**Ownership**

15. Please give a brief history of your firm and discuss its general ownership structure. Indicate all persons and/or entities that have an ownership stake. Please provide a chart detailing ownership

by percentages.

16. Have there been any changes in the ownership structure of your firm in the past five (5) years? If yes, please explain in detail.
17. Please explain any known or potential changes in firm ownership or personnel.

### **Products Offered**

18. Describe your performance measurement software, including calculation methodology and reporting capabilities. Please include examples of Fund Summary reports, performance reports, and investment company holdings reports, if applicable.
19. Would ISBI Staff have the ability to add and store running commentary at the General Partner and fund level?
20. Does performance calculation comply with GIPS performance presentation standards? If not, please explain.
21. Does the software have the capacity to compare investment returns of ISBI's alternative investments to (a) public equity indices and/or (b) private equity indices? If so, please describe.
22. Does the software have the capability to compare investment returns of ISBI's various alternative investments to similar peer universes? If so, please describe universe dataset for each investment (e.g., private equity, real estate, infrastructure).
23. Describe how transaction data and valuation data is loaded into the performance measurement software, including any automation capabilities. Please note that ISBI's Custodian is State Street Bank & Trust Company.
24. In addition to general fund information and performance reporting, ISBI may be interested in tracking the underlying portfolio company information of its partnerships. Please discuss this capability, including your firm's ability to value publically traded holdings on a monthly basis and how monthly valuations will be segregated from quarterly valuations.
25. Please discuss any limitations of the software.
26. Please discuss ability to customize data elements/reports.

### **Technology**

27. Please describe the system requirements for delivery of your system including the hosting platform that it resides on.
28. Please provide a copy of your most recent SAS70/SOC 1,2,3 reports that verify the controls and

processes currently in place for your system.

29. Please provide a copy of your most recent business continuity policy.
30. Please describe any security or internal control measures that ISBI as a user needs to have in place to effectively operate your system.

### **Implementation/Transition & Maintenance Process**

31. Describe your firm's process for the initial load of historical data into the software.
32. Describe your firm's expectation in participation levels of your firm and end users in the implementation/transition process?
33. What are the key factors to a successful implementation/transition?
34. Provide a sample implementation/transition project plan. Please include the type of data your firm will need to collect, sample reports to be delivered under the terms of this RFP, project management, level of staff assigned to project and the timeline for completion.

### **Differentiators**

35. Please provide a brief description of the areas which your firm believes differentiate itself from the competition from a functional perspective.
36. Please provide a brief description of the areas which your firm believes differentiate itself from the competition from a technical perspective.

### **Compliance**

37. Please attach a copy of your firm's Code of Ethics.
38. Please provide a brief description of any past or pending regulatory action, litigation, or other legal proceedings involving your firm or any registered employees and/or principals as defendants in the last five (5) years.

39. Is your firm currently or has it been in the last five (5) years out of compliance with the any regulatory agency, including the SEC and the DOL? If yes, please explain thoroughly.
40. When was your firm's last audit, please be specific by month and year, by the SEC, DOL or any regulatory agency? Please explain any and all findings.
41. Does your firm have a dedicated compliance officer? If so, does this person serve in other roles within the firm? If so, please describe.
42. Who is your firm's independent auditor?
43. How long has your firm's independent auditor been serving in this capacity?
44. Who is your firm's legal counsel or does your firm use an in-house legal team?
45. Please provide brief biographies for your firm's legal counsel, indicating how long they have been serving in this capacity.

<b>Fees and Other</b>
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46. Please delineate all applicable costs associated with the provision of the Scope of Services section outlined in the RFP, including any costs associated with software, hardware, third party fees (if any, please explain) and where applicable, the title of staff assigned, the hourly billing rate of staff assigned, the estimated number of hours to complete assignment, and the estimated total (monthly & annual). The estimated total should include details and an itemization of estimated reoccurring fixed and hourly fees. Additionally, please indicate the out-of-pocket expenses associated, if any.

## Exhibit A

### Vendor Disclosure Policy

The Illinois State Board of Investment (ISBI) acts as fiduciary for the General Assembly Retirement System, Judges' Retirement System and State Employees' Retirement System of Illinois. As fiduciaries, the Board is responsible for managing, investing, reinvesting, preserving and protecting fund assets.

It is the policy objective of the Illinois State Board of Investment (ISBI) to prevent actual, potential or perceived conflicts of interest with its current and prospective vendors on behalf of its participants.

In furtherance of this policy, ISBI shall require the following disclosures:

#### 1. Political Contribution Disclosure

All (i) vendors submitting bidding proposals to ISBI and (ii) vendors retained by ISBI, as well as each of the aforesaid vendors' solicitors, finders, officers, directors, partners, principals, and lobbyists, must provide written disclosures of all political contributions made during the preceding five years to a Board Member or a Board Member's Campaign Committee, and provide disclosures in writing of any future political contributions made to Board Members or a Board Member's Campaign Committee.

Additionally, (i) vendors submitting bidding proposals to ISBI and (ii) vendors retained by ISBI, as well as each of the aforesaid vendors' solicitors, finders, officers, directors, partners, principals, and lobbyists, must provide written disclosures of any future instances where a Board Member or a Board Member's Campaign Committee solicits any political contributions from such persons, regardless of the candidate or political campaign committee for whom the solicitation is requested.

The failure to provide written disclosures of political contributions or solicitations may result in the disqualification or termination of the vendor.

PROVIDE RESPONDENT'S POLITICAL CONTRIBUTION DISCLOSURES IN AN ATTACHMENT.

IF RESPONDENT HAS NO POLITICAL CONTRIBUTIONS TO REPORT, INDICATE THAT RESPONDENT HAS NO DISCLOSURES TO REPORT IN AN ATTACHMENT.

2. Public Act 95-0971 Disclosures

Public Act 95-0971 (the Act) amends the Illinois Procurement and Election Codes (i) to require certain “business entities” to register with the State Board of Elections; (ii) to require state bidding documents and contracts to contain language referencing a business entity’s duty to register with the State Board of Elections and duty to provide a registration-related certification; and (iii) to restrict business entities from making political contributions to any political committee established to promote the candidacy of the officeholder responsible for awarding the contract on which the business entity has submitted a bid or proposal, which is the Governor in the case of the Board. ISBI constitutes a “State Agency” under the Act. On January 30, 2008, the Board resolved to apply the Act’s requirements to the Board’s contracts.

All (i) vendors submitting bidding proposals to ISBI and (ii) vendors retained by ISBI must comply with all requirements of the Act that are applicable to the particular vendor. Please note that any contract formed between the Board and vendor is voidable for vendor’s failure to comply with the requirements of the Act.

Please read the Act carefully, as it may affect your ability to do business with ISBI. The Act may require registration and disclosures by you with the State Board of Elections, and requires specific language to be present in ISBI bidding materials and contracts. Further, the Act may restrict you from making political contributions to certain state officeholders.

**DISCLOSE WHETHER RESPONDENT CONSTITUTES A “BUSINESS ENTITY” UNDER THE ACT.**

**IF RESPONDENT IS A BUSINESS ENTITY, RESPONDENT MUST ATTACH REGISTRATION CERTIFICATION IN AN ATTACHMENT.**

3. Vendor Disclosure of Financial Interests and Potential Conflicts of Interest

All bidding materials from potential ISBI vendors must be accompanied by a disclosure of any ownership of the vendor in excess of 5%, as well as a disclosure of any distributive income share in excess of \$100,000.00 of the bidding entity and its parent entity. If the vendor is a publicly traded entity subject to Federal 10K reporting, it may submit its 10K disclosure to satisfy the 5% ownership disclosure. Distributive income share, in this instance, is a fee, commission, bonus or any other form of remuneration conferred by the bidding entity or its parent contingent on the bidding entity’s selection for procurement of services by ISBI.

Disclosures must include at least the names, addresses, and dollar or proportionate share of ownership of each person identified and their instrument of ownership.

PLEASE PROVIDE OWNERSHIP DISCLOSURES IN AN ATTACHMENT.

IF RESPONDENT HAS NO OWNERSHIP DISCLOSURES TO REPORT, INDICATE THAT RESPONDENT HAS NO OWNERSHIP DISCLOSURES TO REPORT IN AN ATTACHMENT.

Further, the bidding entity must disclose whether any of the following relationships, conditions, or statuses are applicable to representatives of the bidding entity or its parent entity:

- a. State employment, currently or in the previous three years, including contractual employment services;
- b. State employment by spouse, father, mother, son, daughter or immediate family including contractual employment for services in the previous two years;
- c. Elective Status: the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous three years;
- d. Relationship to anyone (spouse, father, mother, son, daughter or immediate family) holding elective office currently or in the previous two years;
- e. Employment, currently or in the previous three years, as or by any registered lobbyist of the State government;
- f. Relationship to anyone (spouse, father, mother, son, daughter or immediate family) who is or was a registered lobbyist of the State government in the previous two years;
- g. Compensated employment, currently or in the previous three years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections;
- h. Relationship to anyone (spouse, father, mother, son, daughter or immediate family) who is or was a compensated employee in the last two 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.

PROVIDE DISCLOSURES APPLICABLE UNDER SECTION 3.a. – 3.h. IN AN ATTACHMENT.

IF RESPONDENT HAS NO DISCLOSURES TO REPORT FOR 3.a. – 3.h., INDICATE RESPONDENT HAS NO DISCLOSURES TO REPORT FOR 3.a. – 3.h. IN AN ATTACHMENT.

These disclosures are not intended to prohibit or prevent any contract. The disclosures are used to fully and publicly disclose any potential conflict to ISBI so that ISBI may adequately discharge its duty to protect its participants.

When a potential for a conflict of interest is identified, discovered, or reasonably suspected, the Executive Director shall review and comment on it in writing to the Board’s Audit and Compliance Committee. This Committee shall recommend in writing to the Board whether to void or allow the contract, bid, proposal or response weighing the best interests of the State of Illinois. The comment and determination shall be a part of the associated file.

These thresholds and disclosures do not relieve ISBI, or its designees, from reasonable care and diligence for any contract, bid, proposal or response. ISBI, or its designees, shall use any reasonably known and publicly available information to discover any undisclosed potential conflict of interest and act to protect the best interest of the State of Illinois.

Failure to make any disclosure required by this provision may render the contract, bid, proposal, response or relationship voidable by the Board and may result in the termination of any existing relationship, suspension from future contracts, bids, proposals, responses or relationships for a period up to ten years. Reinstatement must be reviewed and commented on in writing by the Executive Director. The Board shall determine in writing whether and when to reinstate the party at issue. The comment and determination must be a part of the associated file.

Additionally, all disclosures must note any other current or pending contracts, leases, bids, proposals, responses or other ongoing procurement relationships the bidding, proposing, or responding entity has with any other unit of State government and must clearly identify the unit and the contract, lease, bid, proposal, response or other relationship.

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This policy shall be disclosed to all vendors as early as possible in the marketing process, ideally at the initial point of contact with ISBI. However, a failure on the part of ISBI to make such disclosure shall in no way detract from the application of this policy.

**ADOPTED: September 7, 2005**

**AMENDED: December 16, 2005**

**AMENDED: January 30, 2009**

## Exhibit B

### Representations and Certifications:

1. \_\_\_\_\_ shall comply with all applicable laws of the State of Illinois and the United States of America, and any governmental or regulatory authority outside of the United States.
2. \_\_\_\_\_ certifies that no finder's fee or commission has been or shall be paid to any individual or organization resulting from the establishment of this investment relationship.
3. No party may assign this Agreement, in whole or in part, nor delegate except as contemplated herein all or part of the performance of duties required of it by this Agreement without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be void.
4. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Agreement shall not be affected, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.
5. \_\_\_\_\_ and the Board each represents to the other that it is duly authorized and fully empowered to execute, deliver and perform this Agreement.
6. \_\_\_\_\_ certifies that is has not been barred from entering into this Agreement as a result of a violation of Section 33E-3 or Section 33E-4 of the Illinois Criminal Code of 1961.
7. \_\_\_\_\_ shall maintain, for a minimum of 5 years after the completion of this Agreement, adequate books, records and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. \_\_\_\_\_ further agrees to cooperate fully with any audit and to makes this Agreement, and all books, records and supporting documents related to this Agreement, available to the Auditor General, chief procurement officer, internal auditor, and the purchasing agency. Failure to maintain the books, records and supporting documents required by this Agreement shall establish a presumption in favor of the State of Illinois for the recovery of any funds paid by the State of Illinois under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
8. \_\_\_\_\_ certifies that \_\_\_\_\_ is its correct tax identification number and that the manager is doing business as a \_\_\_\_\_.
9. Any amount of compensation due according to the terms of this Agreement for which an appropriation is required and for which no appropriation has been enacted by the Illinois General Assembly and signed into law by the Governor shall not be due and payable and this Agreement shall become null and void as to such compensation unless and until the required appropriation is made.
10. If \_\_\_\_\_ retains any subcontractors to perform any portion of the work hereunder, then \_\_\_\_\_ shall promptly provide notification, in writing, to the Board. The organization shall also disclose the names and addresses of all subcontractors and the expected amount of money each will receive under this Agreement.

11. \_\_\_\_\_ certifies that neither it, nor any of its affiliates, is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1979.
12. \_\_\_\_\_ certifies that it is not barred from being awarded a contract under 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 which is a matter of record. Further, \_\_\_\_\_ acknowledges that the Board may declare this Agreement void if this certification is false.
13. \_\_\_\_\_ certifies that it is not barred from being awarded a contract under 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. Further, \_\_\_\_\_ acknowledges that the Board may declare this Agreement void if this certification is false.
14. \_\_\_\_\_ certifies that it, and any of its affiliates (as defined in the Illinois Procurement Code), is not barred from being awarded a contract under 30 ILCS 500/50-11. Section 50-11 prohibits a contractor from entering into a contract with a State Agency if the contractor knows or should know that it, or any of its affiliates, is delinquent in the payment of any debt to the State of Illinois, as defined by the Debt Collection Board. Further, \_\_\_\_\_ acknowledges that the Board may declare this Agreement void if this certification is false.
15. \_\_\_\_\_ certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-12. Section 50-12 prohibits a contractor from entering into a contract with a State Agency if the contractor, or any 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. Further, \_\_\_\_\_ acknowledges that the Board may declare this Agreement void if this certification is false.
16. \_\_\_\_\_ certifies that is not barred from being awarded a contract under 30 ILCS 500/50-14. Section 50-14 prohibits a contractor from entering into a contract 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. Further, \_\_\_\_\_ acknowledges that the Board may declare this Agreement void if this certification is false.
17. \_\_\_\_\_ certifies that during the five years prior to the date of this Agreement, no officer, director, partner or other managerial agent of the \_\_\_\_\_ has been convicted 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. Further, \_\_\_\_\_ acknowledges that the Board shall declare this Agreement void if this certification is false.

18. Public Act 95-0971:

a. \_\_\_\_\_ certifies, in Exhibit \_\_\_ to this Agreement, that they are not required to register as a Business Entity with the State Board of Elections pursuant to PA 95-0971 (the "Act"). Further, \_\_\_\_\_ acknowledges that all Contracts between State Agencies and a Business Entity that do not comply with the Act shall be voidable under the Act; or

b. \_\_\_\_\_ certifies, in Exhibit \_\_\_ to this Agreement , 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 PA 95-0971 (the "Act"). Further, \_\_\_\_\_ acknowledges that all Contracts between State Agencies and a Business Entity that do not comply with the Act shall be voidable under the Act.

19. \_\_\_\_\_ certifies that it does not pay dues or fees, or subsidize or otherwise reimburse its employees or agents for any dues or fees to any discriminatory club.

20. \_\_\_\_\_ certifies that it will provide a drug free workplace and will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of this Agreement. This certification applies to contracts of \$5,000 or more with individuals, and to entities with 25 or more employees.

NOTE – ADDITIONAL CERTIFICATIONS AND REPRESENTATIONS MAY BE NEGOTIATED IN ANY RESULTING AGREEMENT WITH THE BOARD.