1.0 INTRODUCTION

The Treasurer is issuing this Request for Proposals (“RFP”) for cash dispensing automated teller machine services on behalf of the Illinois Department of Natural Resources – World Shooting & Recreational Complex located in Sparta, Illinois. This complex will feature a variety of activities for the avid sportsman. The complex will host various events and functions; a current listing of events tentatively scheduled is included in Appendix D of this RFP. The Department of Natural Resources is responsible for promoting all events to be held at this complex. There will be a restaurant and lounge operation in the Complex’s Event Center that will have year-round daily operations. The Treasurer plans to select a proposer to provide cash dispensing automated teller services for an initial period of three years.

The Treasurer and the Illinois Department of Natural Resources are seeking information and proposals for other banking services on behalf of the World Shooting & Recreational Complex. Examples may include a financial institution branch located on site, providing financial transactions on behalf of the vendors (deposits, currency/change orders, etc.)
and other banking services. These services will be negotiated on an as needed basis and will not play a significant role in the evaluation of the proposals. If these services are described, please include space requirements, telecommunication and other support needs.

Services to be provided under this RFP would be effective July 1, 2006 through June 30, 2009. Upon expiration of this relationship, the Treasurer, may elect to extend this relationship for a period and terms agreed upon consistent with the Treasurer’s Procurement Regulations.

The Treasurer, has determined that it is in the State’s best interest to have these cash dispensing teller services provided by a local financial institution. Any sub-contractor relationship(s) must have the prior written approval of the Treasurer. Proposers must indicate their willingness and capacity to support the implementation of automated teller services under the proposed pricing agreement.

**Background**

The Treasurer has general statutory authority (15ILCS 505/18) to enter into written agreements with financial institutions for the provision of automatic teller machine services at State office building, State parks, State tourism centers, and State fairs at Springfield and DuQuoin.

**2.0 RFP OBJECTIVES**

The Treasurer’s objectives in issuing this RFP are to:

- Solicit information and proposals specific to the implementation and support of automated teller services for the World Shooting & Recreational Complex. The Complex will require one permanent and two portable cash dispensing machines. Installation must be completed no later than July 1, 2006 for the Event Center and no later than August 4, 2006 for other remote locations.

- Provide solutions to the particular requirements of the Treasurer and the department regarding accounting practices and information requirements associated with banking services.

- Establish a relationship or relationships with a service provider under the Automated Teller Services Agreement that will enable the Treasurer to enhance the automated teller processing program and implement new technology and industry changes.

- Solicit information and proposals for additional banking services for the Department of Natural Resources, the World Shooting & Recreational Complex and their vendors. Such services include, but need to be limited to,
funds security, change and currency orders, etc. Some of these services could be seasonal or event driven for example, change service is a likely need of the Amateur Trapshooting Association’s Grand American in August. This large event will include vendors, food service campers and visitors providing a large potential albeit short term customer base.

3.0 PROPOSAL PROCESS AND SCHEDULE

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

3.1 Proposal Due Date

All responses must be submitted no later than 12:00 p.m., June 15, 2006, to:

The Honorable Judy Baar Topinka, Treasurer of the State of Illinois
Attn: Mr. Edward Buckles, Chief Procurement Officer
300 West Jefferson Street
Springfield, IL 62702

3.2 Mandatory Requirements

Proposers must answer all the questions in this RFP relating to the specific services they are seeking to provide to the Treasurer.

Responses to this request should set forth the specific manner in which proposers will satisfy each requirement noted in this RFP. In addition, proposers may include a supplementary narrative describing the general conceptual approach to the delivery of specific services, and any other information they believe is relevant to the purposes of this RFP.

Proposers must submit the name, address and telephone number of an individual with authority to answer questions or provide clarification regarding their responses.

Proposers must provide a list of previous and current government clients or accounts for which they provide services.

Proposers must, at the time of this proposal, or prior to that time if required by law, be an established business firm with all required licenses, bonding, facilities, equipment, and trained personnel necessary to perform the work as specified in this RFP. The Treasurer reserves the right to require proof of said requirements within ten calendar days from the date of request.

Responses must be submitted in a sealed envelope or package bearing the title “State Treasurer Request for Proposals for Automated Teller Services for the
World Shooting & Recreational Complex” and the proposers name and address. The package must include six copies of the response, in the specified format, and other supporting documents.

3.3 Schedule

The following tentative time schedule applies to this RFP:

- **June 2, 2006**   RFP to be published on the Treasurer’s website (www.state.il.us/treas).
- **June 15, 2006**   Responses to RFP due by 12:00 p.m.
- **June 19, 2006**   Negotiation and contract award
- **July 1, 2006**   Begin processing

3.4 Office of the State Treasurer Issues RFP

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

Mr. Edward Buckles  
Chief Procurement Officer  
Office of the State Treasurer  
300 West Jefferson Street  
Springfield, IL  62702  
Telephone: (217) 782-6540  
Fax: (217) 524-3822  
E-Mail: ebuckles@treasurer.state.il.us

3.5 Questions About this RFP

Proposers 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 proposals. Proposers must prepare their questions in writing and send them by mail, facsimile or e-mail to the above Contact Person. The deadline for receipt of all questions is June 8, 2006 at 2:00 p.m.

3.6 Internet/E-mail Communications
The Treasurer may also communicate with proposers via e-mail. Each proposer should provide an e-mail address (if available) with its proposal for ease of communication throughout this RFP process.

3.7 Verbal Communications

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

3.8 Amendments

If it is necessary to amend this RFP, the Treasurer will mail, fax or email formal written amendments to all prospective proposers who are known to have received a copy of this RFP. Should amendments be issued, the Treasurer will post any amendment to the website at www.state.il.us/treas.

3.9 Proposers’ Costs

The cost of developing a proposal is each proposer’s responsibility and may not be charged to the State.

3.10 Withdrawal/Modification

A proposer may, by a letter to the Contact Person, withdraw or modify a submitted proposal prior to the Proposal Submission Date.

3.11 Proposal is an Offer

A proposal submitted in response to this RFP is a binding offer valid from the proposal opening date until 120 days thereafter.

3.12 Proposals Are State Property

On the proposal submission date all proposals and related material submitted in response to this RFP become the property of the State of Illinois.

3.13 Chief Procurement Officer May Cancel RFP

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

- cancel this RFP,
- modify this RFP as needed or
• reject any or all proposals received in response to this RFP.

3.14 Evaluation Criteria

The Committee will objectively score proposals. Evaluation of proposals will be scored on the basis of the following criteria:

• Pricing;

• Ability to perform the required services, determined by general and specific experience in providing these services, a record of past performance of similar work, and the qualifications and training of proposed personnel;

• A plan for performing the services;

• Technical ability to provide the services during the term of the contract, including the availability of personnel, equipment and facilities;

• Financial stability; and

• References.

4.0 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 vendor, may also be rejected. All required cost figures must be clearly stated in the proposal.

4.1 Cover Letter

The proposal must be accompanied by a transmittal letter that designates the name, address and telephone number of the person or persons available for contact concerning the proposal, and who are authorized to make representations on behalf of the proposer’s organization. Each bidder must submit a cover letter that includes:

a. A summary of the proposer’s ability to perform the services described in this RFP, and

b. A statement that the proposer is willing to perform those services and enter into a contract with the Treasurer.
The cover letter must be signed by a person having the authority to commit the proposer to a contract.

4.2 General Structure

Proposals must include all information requested. Failure to submit all information may result in a lower ranking of the proposal. Proposals that are substantially incomplete or lack key information may be rejected.

a. Proposals must address each of the requirements noted in this document in the same order as listed to be considered responsive. Proposals should reference each identified requirement (including paragraph number), explaining how the proposer’s solution meets the specified requirement.

b. 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.

c. Where practical, each copy of the proposal should be bound or contained in a single volume. All documentation submitted with the proposal should be contained in that single volume.

4.3 Table of Contents

Include a listing of the main chapters and paragraph headings contained in the proposal, including page numbers.

4.4 Introduction

Include any introductory remarks deemed appropriate. Briefly discuss such topics as company background, management and facilities, staffing, related experience, and financial stability.

4.5 Vendor Profile

In this section please describe the proposer’s company ownership and structure, and provide a summary organization chart. Annotate the chart with the number of total staff assigned to each major business function. Please provide additional information on the proposing team as follows:
a. Please submit a copy of the proposer’s annual report and a report of its credit rating by at least two nationally recognized rating agencies for each of the past three years including the present year.

b. Briefly describe any other companies under the same ownership, and their products and services. Identify any of these companies that provide services directly to your organization, which are mission-critical to the delivery of the services referenced in this RFP. Identify and describe any of these companies which provide related services to the same markets that your organization serves.

c. Describe all proposed subcontracted functions, and identify the company that will deliver each service.

d. Describe the structure and tenure of the proposer’s relationships with any sub-contractors outlined in this proposal.

e. Provide a list of five client organization references. References must be those governmental clients to whom the proposer has provided automated teller services within the last three years. Your organization must be the primary contractor on all projects for which references are provided.

Please provide the following information for each reference:

- Name of governmental agency and location
- Principal contact person and telephone number
- Specific services supported
- Length of time you have supported the customer
- Other factors that you believe are relevant to the relationship with these customers

a. Please submit a copy of the proposer’s Community Reinvestment Act (CRA) ratings for the past three years including the present year.

4.6 Implementation Team

Provide an organization chart and resumes for the proposed implementation team for the initial deployment of automated teller services.

4.7 Administrative and Contractual Requirements
Include a precise statement of compliance or exception to each of the contractual requirements as specified in Section 5.0 of this RFP. Sample copies of standard contract forms may also be included. Please state your acknowledgement that any contract must conform with the requirements of the Treasurer’s Procurement Rules.

4.8 Functional and Technical Presentation

Present all aspects and details of the proposed fulfillment of specific functional, technical performance and support requirements as delineated in Section 5.0 of this RFP. For ease of evaluation, please refer to the numbered paragraphs as presented in this RFP. Reference each identified requirement (including paragraph number), indicating that the specified requirement is currently supported, is planned to be supported, or will not be supported, with a brief explanation as appropriate.

4.9 Unique Capabilities

Provide a summary of any unique expertise, products or services that distinguish your organization.

4.10 State Certifications

A fully executed State Certification Form (Appendix B) must accompany all responses.

4.11 Financial and Potential Conflicts of Interest Disclosure

A fully executed Financial and Potential Conflicts of Interest Disclosure Form (Appendix D) must accompany all responses and be submitted under separate, sealed cover.

4.12 Contract Disclosure

A fully executed Contract Disclosure Form (Appendix E) must accompany all responses.

5.0 CONTRACTUAL REQUIREMENTS

5.1 Contractual Responsibility

The Treasurer intends to select a service provider to supply automated teller services as specified in this RFP. Providers will be contractually responsible for all services provided. Ability to expand from automated teller services to provide other banking services should be described.
5.2 Illinois Law

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

5.3 Terms of Contract

Automated teller services shall be the responsibility of the service provider awarded the contract for an initial three year term. Performance monitoring will occur during the course of the contract and in a post-performance review. The contract will contain a provision which permits the Treasurer to extend the contract at her discretion at terms mutually agreed to in writing. The selected financial institution shall be required to cooperate fully in any transition process.

5.4 Confidentiality and Security Requirements

The selected financial institution (and sub-contractor, if applicable) shall be prohibited from using or disclosing confidential information received while providing automated teller services. Confidential information includes all information but the following:
(i) information already known or independently developed by the recipient; (ii) information required to be released by law; (iii) information in the public domain through no wrongful act of the recipient; and (iv) information received by the recipient from a third party who was free to disclose it.

5.5 Subcontracting

Any proposer which intends to enter into a subcontract for the provision of any of the required services shall disclose such intention in its response to this RFP. Responses to all sections must also be completed for subcontractors. Subcontractors must also execute a copy of the required State Certifications, Financial and Potential Conflict of Interest Form and the Contract Disclosure Form.

Section 1400.3520 of the Treasurer’s Procurement Rules requires identification of the subcontractor to be used, disclosure of what portion of the total fees associated with the contract are expected to be allocated to the subcontractor, and the name and address of the subcontractor. Subcontracting relationships must have prior written approval of the Treasurer. All requirements in this RFP apply to subcontractors.

5.6 Indemnification
Proposers will be required to indemnify, save and hold harmless, the Treasurer, her officers, agents and employees against any liability, including costs and expenses, for violation of general, proprietary right, copyrights or rights of privacy of third parties arising out of the publications, translation, reproduction, delivery, use or disposition of any data furnished in response to this request, or based upon any libelous or any unlawful matter contained therein.

The financial institution (and sub-contractor, if applicable) shall indemnify and hold the Treasurer harmless from and against any and all losses, including but not limited to losses due to the negligent acts or omissions, or willful acts of the financial institution its employees or agents. The financial institution has a duty to select, with due diligence, all other entities which shall be necessary to implement this Agreement. The financial institution 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.

5.7 Assignment

No rights or obligations under any agreement for the provision of automated teller services may be transferred or assigned by a service provider without the Treasurer’s prior written consent. Any attempt by a financial institution (and sub-contractor, if applicable) to transfer or assign any rights or obligations related to the provision of automated teller services without the consent of the Treasurer shall render the processing relationship 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.

5.8 Multi-Year Contracts Subject to Reappropriation

All contracts entered into by the State of Illinois are subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the contract.

5.9 Failure to Perform

The failure of the financial institution to perform the requirements of the Depository Services Agreement shall cause the issuance of a written warning that outlines the remedial action necessary to bring the financial institution into conformance with the agreement. If such remedial action is not completed within five (5) business days, to the satisfaction of the Treasurer, a second written warning may be issued. If satisfactory action is not taken by the financial institution within five (5) business days of the date of the second written warning, this Agreement may be cancelled and the Treasurer may recover any and all damages involved with the transition to a new institution including incidental and consequential damages. Failure by the
Treasurer to issue a warning or cancel the agreement does not waive any of the Treasurer’s rights to issue subsequent warnings.

5.10 Most Favorable Terms

If more favorable terms are granted by the selected service provider to any similar governmental agency in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable services, the more favorable terms will be applicable under the Depository Services Agreement.

5.11 Services

The financial institution shall not modify any service or the manner of providing such service requirement 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.

5.12 Management Reports

The proposing institution shall provide management reports as requested by the Treasurer’s Office. Please provide details on the types of reports available. Copies of such reports shall also be provided to the Department of Natural Resources site management.

5.13 Additional Information

The Treasurer, or her designee, reserves the right to request additional information and to meet with representatives from proposers to discuss their responses before and after submission.

5.14 Tax Compliance

The financial institution shall comply with applicable tax requirements and shall pay taxes in a timely manner.

5.15 Termination for Cause//Refund of Fees

Any Agreement, or any part of an Agreement, entered into as a result of this Request for Proposals may be terminated by the Chief Procurement Officer with the approval of the Treasurer and subject to the determination of the Deputy Chief of Staff for Law and Policy under any of the following circumstances:

A. The financial institution fails to furnish a satisfactory performance within the time specified.
B. The Financial institution fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

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

D. The Financial institution is guilty of misrepresentation in connection with another contract for services to the State and cannot reasonably be depended upon to fulfill their obligations under this RFP with the Treasurer.

E. The Financial institution is adjudged bankrupt or enters into a general assignment for the benefit of their creditors or receivership due to insolvency.

F. The Financial institution disregards laws, ordinances, rules, and/or the reasonable instructions of a contracting officer or acts in violation of any provision of the contract, or the contract conflicts with any statutory or constitutional provision of the State of Illinois or of the United States.

G. The Financial institution provides any information obtained from the Treasurer pursuant to the Agreement to a third-party unless authorized in writing by the Treasurer’s designated representative.

H. Any other breach of contract or other unlawful act by the Financial institution occurs.

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

5.16 Services

The Financial institution may not modify any service or the manner of providing such service as required under this RFP and subsequent Agreement without the prior written authorization of the Treasurer. Modification means any change to an existing service or the addition of a new service.
5.17 Ownership

All documents produced by the Financial institution under this Agreement shall become and remain the property of the Illinois State Treasurer.

5.18 Independent Status

Financial institution is an independent contractor to the Treasurer. Neither the financial institution nor any persons employed by the financial institution may represent themselves as employees of the Treasurer or the State of Illinois.

APPENDIX

A. State Certification Form
B. Financial and Potential Conflicts of Interest Disclosure Form
C. Contract Disclosure Form
D. World Shooting Complex Events
APPENDIX A: STATE CERTIFICATION FORM

______________________________________________  (“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 1400.5010 of the Treasurer’s Procurement Rules (44 Ill. Adm. Code 1400.5010).

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 grantees 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 1400.5015 of the Treasurer’s Procurement Rules (44 Ill. Adm. Code 1400.5015).

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 neither it or its employees and agents are in violation of the “Revolving Door” section of the Illinois Procurement Code (30 ILCS 500/50-30), which prohibits certain officers and their designees from engaging in procurement activities for a certain time period.

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 in payment of such taxes. Under penalty of perjury, CONTRACTOR certifies that # is its correct Taxpayer Identification Number and that it is doing business as a (please check one):

- ____ Individual
- ____ Partnership
- ____ Corporation
- ____ Sole Proprietorship
- ____ Not-for-Profit Corporation
- ____ Real Estate Agent
- ____ Government Entity
- ____ Trust or Estate
- ____ Tax Exempt Organization (IRS 501 as (a) only)
- ____ Medical and Health Care Services Provider Corporation

15.0 **LICENSE.**

CONTRACTOR, directly or through its employees, shall have and maintain any license required by this Agreement.

16.0 **APPROPRIATION.**

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

17.0 **RECORDS RETENTION.**

CONTRACTOR shall maintain, for as a minimum of three (3) years after the termination 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; this Agreement and all books, records, and supporting documents related to this Agreement shall be available for review and audit by the Auditor General 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 having or continuing 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 Section 50-30 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 is not barred from being awarded a contract under the Illinois Procurement Code (30 ILCS 500). Section 50-11 of the Illinois Procurement Code prohibits a person 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. Section 50-12 of the Illinois Procurement Code prohibits a person from entering into a contract with a State agency if it, 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. 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 under the Illinois Procurement Code (30 ILCS 500). Section 50-10.5 of the Illinois Procurement Code prohibits a business from bidding or entering into a contract with the Treasurer’s Office if the business or any officer, director, partner, or other managerial agent of the business 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 for a period of five (5) years from the date of conviction. CONTRACTOR further acknowledges that the Treasurer’s Office may declare the Agreement void if this certification is false or if CONTRACTOR or any officer, director, partner, or other managerial agent of
CONTRACTOR is determined to have 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 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.legis.state.il.us.

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.

CONTRACTOR: ____________________________________________________
SIGNATURE: ______________________________________________________
PRINTED NAME: __________________________________________________
TITLE: ____________________________________________________________
DATE: _____________________________________________________________
PHONE NUMBER: _________________________________________________
APPENDIX B: DISCLOSURES
FINANCIAL INTEREST AND POTENTIAL CONFLICTS OF INTEREST
(Disclosure Form A)

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

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

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

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

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

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

Ownership exceeding 5% (____)  Ownership value exceeding $90,414.60 (____)
Distributive Income Share exceeding 5% (____)  Distributive Income Share exceeding $90,414.60 (____)

Name: ____________________________________________________
Address: __________________________________________________

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

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

If the proportionate share of the named individual(s) in the ownership of the contractor/offeror (or its parent) is 5% or less, and if the value of the ownership interest of the named individual(s) is $90,414.60 or less, check here (_____)

If the proportionate share of ownership exceeds 5% or the value of the ownership interest exceeds $90,414.60, 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).

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>State employment, currently or in the previous 3 years, including contractual employment of services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>State employment for spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td>Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e.</td>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f.</td>
<td>Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g.</td>
<td>Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>h.</td>
<td>Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i.</td>
<td>Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 __________________________
APPENDIX C: DISCLOSURES
OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION
(Disclosure Form B)

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

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

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

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

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

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

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

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

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

Official authorized to sign on behalf of contractor/offeror:

Name (printed) ________________________________ Title ________________________________
Signature ________________________________ Date ________________________________
## APPENDIX D: 2006 Planned World Shooting Complex Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Anticipated turnout</th>
<th>Brief summary of event</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATA US Open</td>
<td>July 6-10 2006</td>
<td>10,000</td>
<td>Trap Shooting Event</td>
</tr>
<tr>
<td>Single Action Shooting Society</td>
<td>July 26-30 2006</td>
<td>1500</td>
<td>Western Reenactment</td>
</tr>
<tr>
<td>Grand American Trap Shooting</td>
<td>Aug. 8-19 2006</td>
<td>100,000</td>
<td>Trap Shooting Event</td>
</tr>
<tr>
<td>Okaw Valley Council Boy Scouts of America</td>
<td>Aug. 26 2006</td>
<td>500</td>
<td>Sporting Clays Event</td>
</tr>
<tr>
<td>Black Hawk</td>
<td>Sept. 22-23, 2006</td>
<td>100</td>
<td>Sporting Clays Event</td>
</tr>
<tr>
<td>ATA Fall Shoot</td>
<td>Oct 10-15, 2006</td>
<td>7500</td>
<td>Trap Shooting Event</td>
</tr>
<tr>
<td>Gamaliel Shoot</td>
<td>Oct. 19-22, 2006</td>
<td>1000</td>
<td>Sporting Clays Event</td>
</tr>
<tr>
<td>Wedding Reception</td>
<td>Oct. 28, 2006</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

Not all events listed here are contractually committed; therefore, the State does not guarantee that each event will occur as indicated here. Marketing of the complex and booking events is ongoing and more events are likely to be added to this planned event schedule.