I. Need for Services:

The Treasurer’s Office is responsible for a number of general banking functions and oversees a variety of programs that involve banking services, including but not limited to, Bright Start, Access to Capital, Agricultural Programs, Day Care Initiative Program, Disaster Recovery, and Experience Illinois Program. Because of these responsibilities, the Treasurer’s Office must maintain a strong and open relationship with the banking/financial institution community. To this end, the Treasurer’s Office is seeking a person to serve as a Banking Liaison.

II. Project Term:

The Treasurer will require these services for a period of six months. The Treasurer, in her sole discretion, may exercise her right to renew these services for up to three additional six month periods as is permitted by the Treasurer’s Procurement Code (44 IL ADC 1400).

III. Contents of Responses:

Each response must contain the following:

A. A cover letter with the following information:

1. The name, address, e-mail address (if available) and telephone number of the person or persons available for contact concerning your response and who is authorized to make representations on behalf of you or your organization.

2. A statement indicating that, with the submission of your response, you understand that you are making an offer to the Illinois State Treasurer which is binding from the response opening date of January 24, 2003 until March 1, 2003.

3. A statement indicating your understanding of the Contractual Terms as set forth in Section V and your agreement to these terms if you are awarded the services in this RFP.

B. Responses must be submitted in a sealed envelope or package bearing the title “State Treasurer’s Request for Proposals for Banking Liaison.” The package must include five copies of the response.
C. Responses must include a complete description of your proposed services, including an overall outreach plan. This plan should include an estimate of how many banks you plan to visit and how many hours you expect to work each week.

D. Fees for services - include a breakdown of what expenses, if any, for which the State Treasurer may be responsible.

E. Resume and complete description of your relevant experience or the experience of the person(s) that will be responsible for providing the services.

F. The name, address, and telephone number of references of persons/organizations for which you currently provide or have provided similar services.

G. A fully executed Financial Interest and Potential Conflicts of Interest Disclosure Form A.*

H. A fully executed Contract and Procurement Related Information Form B.*

I. A fully executed State Certification Form.*

J. Any other information or document that would be reasonable necessary for the Treasurer to make an informed decision in the award of this RFP.

* Documents are appended at the end of RFP

IV. RFP Policies and Procedures:

A. Agency Project Contact:

   Mr. Edward Buckles  
   Chief Procurement Officer  
   Illinois State Treasurer's Office  
   300 West Jefferson Street  
   Springfield, Illinois 62702  
   Phone: (217) 782-6647  
   Fax: (217) 524-3822  
   E-mail Address: ebuckles@treasurer.state.il.us

B. Response Deadline:

   All responses must be received by mail or messenger no later than 2:00 p.m. Thursday, January 24, 2003 by Mr. Edward Buckles at the address provided in Section A above. Responses may not be received via fax or e-mail.

C. Questions About this RFP

   You must submit any questions regarding this RFP prior to the submission of your
Response. You are encouraged to prepare these questions in writing and send them by mail, facsimile or e-mail to the Chief Procurement Officer at the address or number provided in Section A above.

D. Internet/E-mail Communications

The Treasurer may communicate with responders via e-mail.

E. Modifications to RFP

Any modification that may alter a specification, term or condition to this RFP will be effective only in a written communication from the Treasurer.

F. Amendments

If this RFP is amended, the Treasurer will post the formal written amendments to the Treasurer’s website at http://www.state.il.us/treas/.

G. Responders’ Costs

The cost of developing a response to this RFP belongs solely to you and may not be charged to the Treasurer or the State.

H. Withdrawal/Modification to Response

A responder may, by a letter or e-mail to the Chief Procurement Officer at the address provided in Section A above, withdraw or modify a submitted proposal prior to the Proposal Submission Date.

I. Response is an Offer

A submitted response received and opened on January 24, 2003 by the Treasurer’s Office is a binding offer, which is valid until March 1, 2003.

J. Responses Are State Property

Upon opening by the Treasurer’s Office on January 24, 2003, all submitted responses will become the property of the State of Illinois.

K. Chief Procurement Officer May Cancel RFP

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

• Cancel this RFP;
• Modify this RFP in writing as needed; or
• Reject any or all proposals received in response to this RFP.

L. Evaluation Criteria

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

• 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;
• Pricing; and
• References.

M. Additional Information

The Treasurer, or her designee, reserves the right to request additional information and to meet with you or your agents to discuss your response before or after submission.

V. Contractual Terms:

You must specifically agree to each contractual provision set forth below.

A. Contractual Responsibility

If chosen to provide the services under this RFP, you will be contractually responsible for all services provided.

B. Illinois Law

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

C. Terms of Contract

The Treasurer will require these services for a period of six months. The Treasurer, in her sole discretion, may exercise her right to renew these services for additional six months periods as is permitted by the Treasurer’s Procurement Code (44 IL ADC 1400).

D. Records Retention

You must maintain, for a minimum of three years after the termination of the contract to be entered into, 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 will be available for review and audit by the Auditor General and the
Treasurer. You must agree 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 will establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract to be entered for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

E. Confidentiality and Security Requirements

You are prohibited from using or disclosing confidential information received while providing these 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 is free to disclose it.

F. Subcontracting

You may not use subcontractors in the performance of the services of this RFP.

G. Indemnification

You 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 rights, 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. You shall indemnify and hold the Treasurer harmless from and against any and all losses, including but not limited to losses due to your negligent acts, omissions, or willful acts.

H. Assignment

You may not assign the services to a third party. The Treasurer may unilaterally bind any successor of the provider to the terms and conditions of the agreement to be entered into between the parties.

I. Debt Certification

You certify that you are not barred from being awarded a contract under 30 ILCS 500/50-11. Section 50-11 prohibits a person from entering into a contract with a state agency if they know or should know that they are delinquent in the payment of any debt to the
State as defined by the Debt Collection Board. You further acknowledge that the Treasurer may declare the contract void if this certification is false or if the contractor is determined to be delinquent in the payment of any debt during the term of the contract.

K. Termination

a. Termination Without Cause:
   Either party may terminate this Agreement without cause at any time upon two weeks prior written notice to the other party. Upon termination, the Treasurer will pay you for work satisfactorily completed prior to the date of termination as determined in a reasonable manner.

b. Termination for Cause/Reduction of Fees:
   Notwithstanding any foregoing language to the contrary, the Chief Procurement Officer may terminate this Agreement 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:
   (1) You fail to furnish satisfactory performance within the time specified.
   (2) You fail to perform any of the provisions of this contract or so fail to make progress as to endanger the performance of this contract in accordance with its terms.
   (3) Any services provided under the contract are rejected and are not promptly corrected by you or repeatedly rejected even though the you offer to correct services promptly.
   (4) There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means were used to obtain the contract.
   (5) You are guilty of misrepresentation in connection with another contract for services to the State and cannot be reasonably depended upon to fulfill your obligations under any of your contracts with the State.
   (6) You are adjudged bankrupt or enter into a general assignment for the benefit of your creditors or receivership due to insolvency.
   (7) You disregard laws and ordinances, rules, or instructions of the Treasurer or her agents, act in violation of any provision of the Agreement, or act in conflict of any statutory or constitutional provision of the State of Illinois or the United States.
   (8) You commit any other breach of the contract to be entered into or commit other unlawful acts.

K. Work Product

a. Ownership:
   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 under this Agreement for the Treasurer, whether preliminary or final, will become and remain the property of the Treasurer, including any copyright or service marks you developed on behalf 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.

b. Return of Materials:
Within thirty (30) days after expiration or termination of the Agreement, you will deliver to Treasurer, or to a third party if so instructed by the Treasurer, all work product and information in your possession in the performance of this Agreement. If requested by the Treasurer, you shall certify in writing that all such work and information has been delivered to Treasurer.

L. State Certifications/Disclosures

The contract to be agreed upon pursuant to this RFP will incorporate your fully executed State Certifications and Financial and Potential Conflicts of Interest Disclosure Forms.
STATE CERTIFICATIONS

I, ______________________ ("CONTRACTOR") hereby makes the following certifications:

1.0 ANTI-BRIBERY.

CONTRACTOR certifies that he/she 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 he/she 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 4 of the Drug Free Workplace Act (30 ILCS 580/4). 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 not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

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 AMERICANS WITH DISABILITIES ACT.

CONTRACTOR certifies that he/she 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 CONTRACTOR.

6.0 FELONY.

CONTRACTOR certifies that he/she 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).

7.0 DISCRIMINATORY CLUB.

CONTRACTOR agrees not to pay any dues or fees on behalf of his/her 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).

8.0 STUDENT LOAN DEFAULT.

CONTRACTOR certifies that he/she is not in default on an educational loan as prohibited by Section 3 of the Educational Loan Default Act (5 ILCS 385/3).
9.0 **TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS OF CONTRACTOR.**

Under penalty of perjury, CONTRACTOR certifies that #______________ is his/her correct Taxpayer Identification Number and that he/she 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

10.0 **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.

11.0 **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. 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.

12.0 **ILLINOIS HUMAN RIGHTS ACT.**

CONTRACTOR certifies that he/she 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.

13.0 **CONFLICTS OF INTEREST.**

CONTRACTOR certifies that this Agreement is in compliance with Section 1400.5020 of the Treasurer’s Procurement Rules (44 Ill. Adm. Code 1400.5020) prohibiting conflict of interest.

14.0 **DEBT DELINQUENCY.**

CONTRACTOR certifies that he/she is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with the Treasurer’s Office if he/she knows or should know that he/she is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. The CONTRACTOR further acknowledges that the Treasurer’s Office may declare the contract void if this certification is false or if the CONTRACTOR is determined to be delinquent in payment of any debt during the term of the contract.

15.0 **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 contract between the Treasurer’s Office and the CONTRACTOR.
By: ___________________________________

___________________________________
Signature

___________________________________
Name

___________________________________
Date

Subscribed and Sworn to before me
this ___ day of __________ 200__.

____________________________
Notary Public
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 $73,813.20 (___)
Distributive Income Share exceeding 5% (___)
Distributive Income Share exceeding $73,813.20 (___)

Name: ____________________________________________________
Address: ____________________________________________________

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

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

If the proportionate share of the named individual(s) in the ownership of the contractor/offeror (or its parent) is 5% or less, and if the value of the ownership interest of the named individual(s) is $73,813.20 or less, check here (____)
If the proportionate share of ownership exceeds 5% or the value of the ownership interest exceeds $73,813.20, 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).

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>a.</td>
<td>State employment, currently or in the previous 3 years, including contractual employment of services</td>
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<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>
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<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>
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<td>d.</td>
<td>Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.</td>
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<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>
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<td>f.</td>
<td>Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.</td>
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<td>g.</td>
<td>Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.</td>
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<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>
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<td>i.</td>
<td>Compensated employment, currently or in the previous 3 years, by any registered election or reelection 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.</td>
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</table>
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) _____________________________

Signature _________________________________

Date ________________________________
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) ____________________________________________

Signature ___________________________ Date ____________________________