

**ILLINOIS STATE BOARD OF INVESTMENT
FORM REPRESENTATIONS AND CERTIFICATIONS**

The following representations and certifications are required for all vendors:

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 provide the Board quarterly reports that shall include a list of any subcontractors that may perform any work related to 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 it 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.
 21. _____ will furnish to the Board, from time to time, such evidence as the Board may reasonably request that it satisfies the foregoing requirements, and shall promptly notify the Board if it has reason to believe that any of the foregoing representations, warranties or covenants may cease to be satisfied.

For legal contracts:

1. The Board assumes no liability for actions of _____ under this Agreement. _____ is not eligible for indemnity under the State Indemnification Act (5 ILCS 350/1 et seq.).

For contracts for procurements of equipment, materials, supplies, other than procurements related to a public works contracts:

1. _____ certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
2. _____ 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.

For contracts with investment advisers or investment consultants:

1. Adviser represents and warrants to the Board that it is registered as an investment adviser under the Investment Advisors Act of 1940.
2. Adviser acknowledges that it is a “fiduciary” with respect to the Account assets within the meaning of Article 1 of the Illinois Compiled Statutes, Chapter 40, Act 5; warrants that none of the disqualifications described in Section 411 of ERISA apply to the Adviser; and specifically agrees to perform its duties under this Agreement with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in an enterprise of like character and with like aims.
3. Adviser shall secure, and maintain throughout the term of the investment management relationship with the Board, insurance that satisfies the requirements

set forth below that is provided by insurer(s) rated A- or better by A.M. Best & Company. Adviser shall provide the Board:

- a. A copy of the requisite insurance policies upon initiation of the contract;
- b. an annual certification that the insurance requirements continue to be satisfied; and
- c. evidence of continued satisfaction of the insurance requirements upon request.

The minimum insurance requirement shall include:

- d. a bond protecting the Account assets that meets the requirements of, and that is in the amount specified under, ERISA and the regulations thereunder; and
 - e. errors and omissions coverage in an amount equal to the greater of: \$5 million or 5% of the assets under management, up to a maximum of \$10 million of coverage. The errors and omissions insurance shall protect the Account against losses from the negligent acts, errors or omissions of Adviser.
4. Adviser shall notify the Board in writing within five (5) business days of any material changes in senior officers, senior personnel involved in the management of the Account, ownership, significant legal actions instituted against Adviser, or any investigations, examinations, or other proceedings commenced by any governmental regulatory agency which is not conducted in the ordinary course of Adviser's business.
 5. Adviser agrees that in the event Adviser enters into an investment advisory agreement for the same investment advisory strategy with any other client in which a lower asset based fee schedule is in effect, then the Board shall be entitled to an equal arrangement. The foregoing does not apply to investment management agreements where Adviser acts in a sub-advisory capacity. Adviser will on an annual basis (i) certify to the Board that more favorable fees are not effective between any other client with the same investment management strategy and (ii) disclose (and if requested, document) the fee schedules for the ten (10) clients with the same investment management strategy and closest in asset value to the Board (with the closest five (5) clients with higher and lower asset values being included to the extent applicable).
 6. Adviser certifies that Adviser and, to the best of its knowledge, Adviser's subcontractors (if any), have complied with Illinois Executive Order 1-2007.
 7. Adviser certifies that Adviser is not an Illinois Finance Entity as defined by 40 ILCS 5/1-110.10.
 8. Adviser acknowledges that Adviser will be responsible for the Adviser's pro rata share of the purchase cost of the Board's List of Forbidden Entities and List of Scrutinized Companies, both of which implement certain investment restrictions governed by 40 ILCS 5/1-110.6- 5/1-110.10.
 9. Adviser is attaching to this Agreement, as Exhibit _____, a Certification For Asset Management, in compliance with Public Act 95-521.
 10. Adviser agrees to utilize investment strategies designed to ensure that all securities transactions are executed in such a manner that the total explicit and implicit costs

and total proceeds in every transaction are the most favorable under the circumstances.

11. If Adviser retains any subcontractors to perform any portion of the work hereunder, then Adviser shall promptly provide notification, in writing, to the Board. Adviser shall also disclose the names and addresses of all subcontractors and the expected amount of money each will receive under the contract. Adviser shall provide the Board a copy of any subcontract with an annual value of more than \$25,000 so identified within 20 days after the execution of this Agreement or after execution of the subcontract, whichever is later. In addition, Adviser acknowledges that if at any time during the term of the contract it adds or changes any subcontractors, it will provide notification, in writing, to the Board. For purposes of this certification, "subcontractor" does not include non-investment related professionals or professionals offering services that are not directly related to the investment of assets, such as legal counsel, actuary, proxy-voting advisory services, services used to track compliance with legal standards, and investment fund of funds where the Board has no direct contractual relationship with the investment advisers or partnerships.
12. Adviser acknowledges that a description of this Agreement shall be posted on the Board's website, including the name of the organization, the total amount applicable to the Agreement, the total fees paid or to be paid under the Agreement and a disclosure, approved by the Board, describing the factors that contributed to the selection of the organization.
13. Adviser agrees to disclose the names and address of: (i) Adviser; (ii) any entity that is a parent of, or owns a controlling interest in, Adviser; (iii) any entity that is a subsidiary of, or in which a controlling interest is owned by, Adviser; (iv) any persons who have an ownership or distributive income share in Adviser that is in excess of 7.5%; or (v) any persons who serve as executive officers of Adviser.
14. Adviser agrees to provide full disclosure of direct and indirect fees, commissions, penalties, and other compensation, including reimbursement for expenses, that may be paid by or on behalf of the organization in connection with the provisions of services to ISBI. Such disclosure shall be updated promptly after a medication of those payments or an additional payment.

For contracts for procurement of the ownership or use of real property:

1. No disbursement from appropriations shall be made for rental or purchase of office or other space, buildings or land, except in pursuance of a written lease or purchase contract entered into by the proper State authority and the owner or authorized agent of the property. Such lease shall not exceed 5 years unless a greater term is authorized by law, but such lease may contain a renewal clause subject to acceptance by the State after that date or an option to purchase. Such purchase contract may provide for the title to the property to transfer immediately to the State or a trustee or nominee for the benefit of the State and for the consideration to be paid in installments to be made at sated intervals during a certain term not to exceed 30 years from the state of the contract and may provide for the payment of interest on the unpaid balance at a rate that does not exceed a rate determined by adding 3 percentage points to the annual yield on United States Treasury obligations of comparable maturity as most recently published in the Wall Street Journal at the time

- such contract is signed. Such lease or purchase contract shall be and shall recite that it is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to pay the rent or purchase installments payable under the terms of such lease or purchase contract. Additionally such purchase contract shall specify that title to the office and storage space, buildings, land and other facilities being acquired under such a contract shall revert to the Seller in the event of the failure of the General Assembly to appropriate suitable funds. This limitations does not apply to leases for office or other space, buildings, or land, where such leases or purchase contracts contain a provision limiting the liability for the payment of the rental or installments thereunder solely to funds received from the Federal Government. A copy of each such lease or purchase contract shall be filed in the office of the Secretary of State within 15 days after execution.
2. Before any contract relating to the ownership or use of real property is entered into by and between the State or any local governmental unit or any agency of either the identity of every owner and beneficiary having any interest, real or personal, in such property, and every member, shareholder, limited partner, or general partner entitled to receive more than 7-1/2% of the total distributable income of any limited liability company, corporation, or limited partnership having any interest, real or personal, in such property must be disclosed. The disclosure shall be in writing and shall be subscribed by a member, owner, authorized trustee, corporate official, general partner, or managing agent, or his or her authorized attorney, under oath. However, if the interest, stock, or shares in a limited liability company, corporation, or general partnership is publically traded and there is no readily known individual having greater than 7-1/2% interest, then a statement to that effect, subscribed to under oath by a member, officer of the corporation, general partner, or managing agent, or his or her authorized attorney, shall fulfill the disclosure statement requirement of this Section. As a condition of contracts entered into on or after the effective date of this amendatory Act of 1995, the beneficiaries of a lease shall furnish the trustee of a trust subject to disclosure under this Section with a binding non-revocable letter of direction authorizing the trustee to provide the State with an up-to-date disclosure whenever requested by the State. The letter of direction shall be binding on beneficiaries' heirs, successors, and assigns during the term of the contract. This Section shall be liberally construed to accomplish the purpose of requiring the identification of the actual parties benefiting from any transaction with a governmental unit or agency involving the procurement of the ownership or use of real property thereby. For any entity that is wholly or partially owned by another entity, the names of the owners of the wholly or partially owning entity shall be disclosed under this Section, as well as the names of the owners of the wholly or partially owned entity.
 3. _____ certifies that it has not committed a willful or knowing violation of the Lead Poisoning Prevention Act. Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated.

For contracts for State response action:

1. Every State response action contract shall provide that 5% of each payment to be made by the State under the contract shall be paid by the State directly into the Response Contractors Indemnification Fund rather than to the contractor, except that when there is at least \$100,000 in the Fund at the beginning of a State fiscal year, State response action contracts during that fiscal year need not provide that 5% of each payment made under the contract be action, or to the identification, handling, storage, treatment or disposal of a pollutant, the contract shall provide that only that portion is subject to this subsection.

For contracts with an individual:

1. _____ certifies that it is not in default of any educational loans.
2. _____ certifies that it is not in violation of the “revolving door prohibition” on procurement activity relating to a State agency.
3. _____ certifies that it has informed the Board in writing if he/she was formerly employed by the Board and received an early retirement incentive prior to 1993 under 40 ILCS 5/14-108.3 or 40 ILCS 5/16-133.3 of the Illinois Pension Code, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the “contractual services” or other appropriation line items. _____ certifies that he/she has not received an early retirement incentive in or after 2002 under 40 ILCS 5/14-108.3 or 40 ILCS 5/16-133.3 of the Illinois Pension Code, and acknowledges that contracts in violation of Section 5a of the State Finance Act are not payable from the “contractual services” or other appropriate line items.
4. _____ certifies that it shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the term of the Agreement.

For contracts for architectural, engineering, and land surveying services:

1. _____ certifies that the provisions of the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act, Certificate of Compliance, were complied with.

For contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works:

1. _____ certifies that steel products used or supplied in the performance of the contract or any subcontract thereto shall be manufactured or produced in the United States.

The provisions of this Section shall not apply:

- a) where the contract involves an expenditure of less than \$500;
- b) where the executive head of the public agency certifies in writing that (i) the specified products are not manufactured or produced in the United States in sufficient quantities or within the necessary time to meet the agency’s

- requirements, or (ii) obtaining the specified products, manufactured or produced in the United States would increase the cost of the contract by more than 10%; and
- c) when its application is not in the public interest.

For Emergency Purchases:

In accordance with standards set by rule, a purchasing agency may make emergency procurements without competitive sealed bidding on prior notice when there exists a threat to public health or public safety, or when immediate expenditure is necessary for repairs to State property in order to protect against further loss of or damage to State property, to prevent or minimize serious disruptions in critical State services that affect health, safety, or collection of substantial State revenues, or to ensure the integrity of State records; provided, however, that the term for the emergency purchase shall be limited to the time reasonably needed for a competitive procurement, not to exceed 90 days. A contract may be extended beyond 90 days if the Board determines additional time is necessary and that the contract scope and duration are limited to the emergency. Prior to execution of the extension, the Board must hold a public hearing and provide written justification for all emergency contracts. Members of the public may present testimony. Emergency procurements shall be made with as much competition as is practicable under the circumstances. A written description of the basis for the emergency and reasons for the selection of the particular contractor shall be included in the contract file. (See 30 ILCS 500/20-30(a)).