



Request for Competitive Proposal: IT Support Services

I. OVERVIEW.

The Illinois State Board of Investment (“ISBI”) hereby issues a request for proposals (“RFP”) for a qualified Information Technology (“IT”) service provider (“Respondent(s)”) to provide IT Support Services for its staff and trustees.

Pursuant to the Illinois Pension Code (40 ILCS 5/22A) ISBI is a non-appropriated state agency that is responsible for managing and investing the pension assets of the General Assembly Retirement System, the Judges’ Retirement System of Illinois, and the State Employees’ Retirement System of Illinois. More information regarding ISBI can be found by reviewing its enabling statute and its website at: <https://www.isbinvestment.com>.

All forms needed for submitting a response to this RFP are available on ISBI’s website at: <https://www.isbinvestment.com/media/rfp>. **Respondents to this RFP are responsible for monitoring ISBI’s website for information pertaining to the RFP while the RFP is outstanding.**

II. RFP TIMELINE.

- | | |
|--|------------------------------|
| 1. Date of Issue: | November 30, 2022 |
| 2. Deadline to Submit Written Questions: | January 16, 2023, 3:00PM CST |
| 3. Q&A Document Posted: | January 23, 2023 |
| 4. Deadline Preliminary Proposals: | February 6, 2023, 3:00PM CST |
| 5. Initial Submission Interviews: | February/March 2023 |
| 6. Additional Due Diligence/Site Visits: | March 2023 |
| 7. Deadline Final Proposals: | March/April 2023 |
| 8. Finalists Notified By: | March/April 2023 |

III. QUIET PERIOD.

During the proposal period, no Respondent or any person acting on behalf of a Respondent may contact the ISBI Board of Trustees, any individual Trustee, or ISBI staff member, other than the Search Contacts specified below. No Respondent may, at any time, attempt to influence the evaluation other than by a properly submitted response to this RFP or to a formal request for information or presentation.

Current ISBI service providers who are responding to this RFP are expected to limit their contact for business transactions to ISBI employees with whom they ordinarily interact and to avoid direct contact with Trustees or other staff during the proposal period. These

communications with ISBI employees shall not involve any discussions about the ongoing RFP.

Violation of these rules constitutes grounds to reject the proposal of any offender.

IV. ***PROPOSAL SUBMISSION.***

ISBI staff (“Staff”) shall oversee the RFP process. If your firm is interested in submitting a proposal, you must submit an electronic copy of the complete proposal by **3:00 PM, CST, February 6, 2023** to:

SEARCH CONTACT: Illinois State Board of Investment

Atul Talwar
atalwar@isbinvestment.com

AND

ISBI.backstop@isbinvestment.com

Emailed responses should include the following subject line: “ISBI - 2023 IT Support Services Search.”

Procedural and substantive questions concerning the RFP must be submitted in writing via e-mail to the Search Contacts by **3:00PM CST, January 16, 2023**. Responses to questions properly submitted will be consolidated in a single Q&A document and posted on ISBI’s website on or around **January 23, 2023**. The Q&A document will not identify the source of the query.

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

If Staff has a question(s) regarding how to interpret a Respondent’s proposal, Staff is authorized to request additional information from that Respondent.

All interested Respondents must submit their responses in accordance with the proposal submission instructions below. ISBI reserves the right to reject any or all proposals submitted. All material submitted in response to the RFP will become the property of ISBI. ISBI is not responsible for any costs incurred by the Respondents in responding to this RFP. Neither this RFP nor any response to this RFP should be construed as a legal offer.

ANY PROPOSAL RECEIVED AFTER THE FEBRUARY 6, 2023 DUE DATE AND TIME WILL NOT BE CONSIDERED.

PROPOSALS MUST CONTAIN THE FOLLOWING DOCUMENTS:

1. **Transmittal Letter.** A transmittal letter must be submitted on the Respondent's official business letterhead. The letter must identify all documents provided collectively as a response to the RFP and must be signed by an individual authorized to bind the Respondent contractually. **An unsigned proposal shall be rejected.** The letter must also contain the following:
 - Statement that the proposal is being made without fraud or collusion; that the Respondent has not offered or received any finder's fees, inducements or any other form of remuneration, monetary or non-monetary, from any individual or entity relating to the RFP, the Respondent's proposal or ISBI's resulting selection.
 - Statement that discloses any current business relationship or any current negotiations for prospective business with the Board Members or Staff.
2. **Minimum Qualification Certification.** The Respondent must complete the certification and provide all supporting documentation.
3. **Questionnaire.** The Respondent must address the questionnaire items in the RFP in the order in which they appear in the RFP. Further, each question number and question in the RFP shall be repeated in its entirety before stating the answer. Please do not respond to ANY question with, "See response to (question number)." Instead, provide complete responses that fully and adequately communicate the response. **Please note that certain questions require supporting documentation. This additional documentation should be submitted as attachments to the questionnaire. Failure to provide the requisite additional documentation may be grounds for disqualification.**
4. **Exhibit A.** The Respondent MUST complete Exhibit A and provide all supporting documentation.
5. **Exhibit B.** The Respondent MUST complete Exhibit B. The representations and certifications will be incorporated into any contract.

For additional information related to the RFP process and regulations, please refer to Appendix 1, attached and incorporated herein.

V. OVERVIEW OF CURRENT TECHNICAL ENVIRONMENT.

- Main office located in Chicago, IL. Hybrid work environment, staff connect via VPN over fiber.
- IT department consists of Chief Information Officer with oversight from Chief Financial Officer and Chief Operating Officer.
- Thirteen (13) employees and nine (9) trustees.

- Microsoft environment with thirteen (13) laptops and one (1) server.
- Server is virtualized using VMware into two (2) servers running Windows 2019 Standard and Windows 2016 Standard.
- Virtual servers are utilized to run DC/DNS/DHCP, Sage accounting system, M-Files document management system, printer server, and file server.
- Utilize Microsoft Office 365 for collaboration, e-mail, and productivity apps.
- Utilize SentinelOne and DNSFilter as our security platform.
- Local and cloud backup service provided by Datto.
- Two (2) NetGear Switches.
- Print, scan, fax, copy services are provided via networked group MFP devices.
- Cloud VoIP phone systems in 20 offices.
- Nine (9) iPads and thirteen (13) iPhones.

VI. SCOPE OF SERVICES.

ISBI expects any Respondent retained under this RFP to provide IT support services. The Respondent selected will be responsible for providing ongoing onsite and remote services, in addition to ad hoc IT projects.

As outlined below, ISBI is interested in receiving three (3) proposals for different IT support models: Total IT support, server & network only support, and endpoint only support.

| | Endpoint Only Support | Server and Network Only Support | Total IT Support |
|---|------------------------------|--|-------------------------|
| Systemic Alert and Monitoring Platform | X | X | X |
| Remote Control Platform | X | X | X |
| VPN Administration and Management | X | X | X |
| Office 365 Management | X | X | X |
| Anti-Virus Agent & Definition Management | X | X | X |
| Anti-Spam Service Management | X | X | X |
| Firewall Management including content filter and firmware updates | | X | X |

| | | | |
|--|---|---|---|
| Network Switch Management including firmware updates | | X | X |
| Wireless Solution Management | | X | X |
| Windows Server Management | | X | X |
| Back-Up System Management | | X | X |
| Annual Recovery Testing | | X | X |
| Workstation/End User Support for Hardware and Software | X | | X |
| Workstation Procurement and Deployment | X | | X |
| Smart Phones/Tablets Management including MDM | X | | X |
| Proactive Advisory Services | X | X | X |
| Asset Management Platform | X | X | X |
| Centralized Admin Portal | X | X | X |
| Dedicated Account Manager | X | X | X |
| Reporting and Quarterly Touchpoints | X | X | X |
| Vendor Liaison | X | X | X |
| Security Awareness Training | X | X | X |
| Recurring Vulnerability Scanning | X | X | X |
| Unlimited Remote and On-Site Support including After-Hours as needed | X | X | X |

VII. POST PERFORMANCE REVIEW.

Any Respondent retained by ISBI will undergo annual performance reviews, at Staff’s discretion, wherein the Respondent’s compliance with agreement objectives and deliverables will be assessed. Evidence of material non-compliance will be reviewed by Staff as well as Board Members, if necessary.

VIII. MINIMUM QUALIFICATION REQUIREMENTS AND CERTIFICATION.

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

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

1. The firm has been in operation for at least three years. (Yes/No): _____
2. Respondent agrees to provide the services as detailed in the Scope of Services section of this RFP and any other requirements as stated in this RFP. (Yes/No)

3. Respondent maintains sufficient procedures and capabilities necessary to ensure

the timely and accurate backup and full recovery for all servers and other data storage systems related to an ISBI account(s). (Yes/No): _____ If yes, please provide a complete description of these procedures and capabilities.

4. Respondent and its proposed account team have all authorizations, permits, licenses and certifications required by federal and state laws and regulations to perform the services specified in this RFP at the time Respondent submits a response to the RFP. (Yes/No): _____
5. Respondent maintains required business insurance coverage. (Yes/No): _____
6. Respondent has both (i) reviewed the Board's Vendor Disclosure Policy **and** (ii) provided all disclosures required under the Policy. If Respondent has no disclosures to report, Respondent has indicated that fact in the firm's response. The Vendor Disclosure Policy is attached as **Exhibit A**. (Yes/No): _____
7. Respondent has (i) reviewed the representations and certifications outlined in **Exhibit B**, titled Required Representations and Certifications, **and** (ii) agrees that, if Respondent is selected to provide IT support services, such representations and certifications will be incorporated into the agreement. (Yes/No): _____

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

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

Authorized Signer Name: _____

Title: _____

Respondent Firm: _____

Signature: _____

Date: _____

IX. QUESTIONNAIRE.

Firm

1. Describe your firm and its capabilities. Please provide support regarding your capacity to perform the services detailed in this RFP.
2. Provide a guide to the significant roles that will serve ISBI's relationship. Describe the team assigned, indicating roles for technical, account management, and executives, including escalation process.
3. How many years has your firm been in business?
4. Where is your company located (list key Illinois offices if applicable)?
5. What office will ISBI's account/relationship be managed out of?
6. Are you currently a vendor of the state of Illinois?
7. In what ways, if any, does your company support Illinois businesses/economy through your ongoing operations?
8. Please provide at least five (5) references for whom you have provided similar services within the past two (2) years. Please include the following: years of providing service and reference contact names, email addresses, and phone numbers.
9. Will any party or individual be compensated if your firm were to be awarded the contract?
10. Please comment on the financial solvency of your firm.
11. Please provide a brief description of your firm's plans for growth (i.e., personnel growth and succession planning) over the next three (3) to five (5) years.

Diversity

12. What is the company's ownership structure? Please note any recent (past 5 years) or pending (future looking) changes. If past/pending changes are applicable, please explain in detail.
13. Does the company qualify as a minority, women, or disadvantaged business enterprise (MWDBE), as those terms are defined in Act (30 ILCS 575/1)? Please provide ownership diversity breakouts.

14. What (if any) plans, goals, and measurements are in place that encourage or incentivize racial/ethnic and gender diversity within organization ownership, leadership, and general staffing?
15. Does your company have a diversity policy or statement? When was this policy or statement adopted?
16. Please describe your company's diversity, equity, and inclusion (“DEI”) efforts. Please comment on any specific programs, initiatives, or partnerships with outside organizations, as appropriate.
17. How does your company ensure accountability for applicable DEI efforts? Who is responsible for any oversight and monitoring DEI efforts?
18. Please provide any additional information on your company's DEI initiatives, MWDBE utilization, community engagement, volunteerism, corporate philanthropy, or other initiatives. Highlight activities or programs that the company administers to alleviate community issues and enhance its commitments to corporate responsibility.
19. How (if at all) do your firm's DEI efforts influence the vendor and service provider evaluation and hiring processes. Please provide specific considerations, as appropriate.

Services/Functionality

22. Who are your technology partners? Please describe your relationships and experience with manufacturers and major distribution partners in the technology marketplace.
23. Describe any professional certifications that your firm has.
24. How do you monitor network health and threats?
25. Indicate the types of reports (services, monitoring, etc.) that are provided and the process by which they are generated and submitted.
26. Fully describe your levels of service, including the assistance request process, escalation process, response time (for emergency and non-emergency support requests), staffing levels, and physical location of the help desk during regular business hours and after hours.
27. What method(s) are available to contact customer support (i.e. automated ticketing system, account representative, or hybrid depending on the situation)?
28. About how long will it take you to arrive on site if there is an emergency?

29. Are you familiar with any of the below hardware?
 Watchguard (Yes/No): _____
 NetGear (Yes/No): _____
 Datto (Yes/No): _____
30. Are you familiar with any of the below software?
 Armarius (Yes/No): _____
 Passportal (Yes/No): _____
 PII-Protect (Yes/No): _____
 VMware (Yes/No): _____
 M-Files (Yes/No): _____
 Sage (Yes/No): _____
31. Will you be able to liaison for existing services such as SentinalOne, Datto, M-Files, etc.?
32. Will you be able to purchase hardware and software for ISBI? If so, outline your firm's procurement process.
33. Please provide a proposed work plan for onboarding to your firm if selected as a vendor.
34. Describe the process by which your internal infrastructure and solutions are updated and maintained.
35. Can you provide support for a WordPress website?
36. What options are available for user and technical training that may be required by our staff?

Differentiators

37. Please provide a brief description of the areas which your firm believes differentiate it from the competition.

Compliance

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

40. Is your firm currently or has it in the last five (5) years been out of compliance with any regulatory agency, including state/federal authorities and the DOL? If yes, please explain thoroughly.
41. When was your firm's last audit? Please be specific by month and year and provide the nature of the audit (financial, SOC1, etc.). Please explain any and all findings.

| |
|-----------------------|
| Fees and Other |
|-----------------------|

42. Please delineate all applicable costs associated with the provisioning of each of the three (3) service models described in the Scope of Services and/or outlined in this response on a monthly basis. The estimated total should include details and an itemization of reoccurring fixed fees.
43. What other IT-related services do you offer as part of your ongoing business that could be available to ISBI in the future if needed (outside of the current Scope of Services)? What costs (fixed/hourly rates) are assigned for those projects/services that are currently outside the recurring Scope of Services?
44. If support for WordPress is offered, please summarize services and provide fee structure for services. Is onboarding included in the annual contract?
45. Are there price breaks for multi-year contracts?
46. Outline all provisions, termination clauses, and/or penalties for terminating, reducing, or changing the level of services as needed.

Exhibit A

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

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

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

1. Political Contribution Disclosure

All (i) vendors submitting bidding proposals to ISBI and (ii) vendors retained by ISBI, as well as each of the aforesaid vendors' solicitors, finders, officers, directors, partners, principals, lobbyists, and any individual whose compensation is directly derived by the awarding of ISBI's contracts must provide written disclosures of all political contributions made during the preceding five years to a Board Member or a Board Member's Campaign Committee and any other political contribution expressly prohibited by SEC Rule 206(4)-5 (17 CFR 275.206(4)-5), and provide disclosures in writing of any future political contributions made to Board Members or a Board Member's Campaign Committee. In addition, all vendors submitting bidding proposals to ISBI and any vendors retained by ISBI shall affirm in writing their compliance with SEC Rule 206(4)-5.

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

Additionally, (i) vendors submitting bidding proposals to ISBI and (ii) vendors retained by ISBI, as well as each of the aforesaid vendors' solicitors, finders, officers, directors, partners, principals, lobbyists, and any other individual whose compensation is directly derived by the awarding of ISBI's contracts must provide written disclosures of all political contributions made during the preceding five years to any political committee established to promote the candidacy of the officeholder of the Governor or any other declared candidate for that office.

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

PROVIDE RESPONDENT'S POLITICAL CONTRIBUTION DISCLOSURES IN AN ATTACHMENT.

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

2. Public Act 95-0971 Disclosures

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

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

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

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

IF RESPONDENT IS A BUSINESS ENTITY, RESPONDENT MUST PROVIDE A REGISTRATION CERTIFICATION AS AN ATTACHMENT.

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

All bidding materials from potential ISBI vendors must be accompanied by a disclosure of any ownership of the vendor in excess of 7.5%, as well as a disclosure of any distributive income share in excess of \$100,000.00 of the bidding entity and its parent entity. If the vendor is a publicly traded entity subject to Federal 10K reporting, it may submit its 10K disclosure to satisfy the 7.5% ownership disclosure. Distributive income share, in this instance, is a fee, commission, bonus, or any other form of remuneration conferred by the bidding entity or its parent entity contingent on the bidding entity’s selection for procurement of services by ISBI.

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

PLEASE PROVIDE OWNERSHIP DISCLOSURES IN AN ATTACHMENT.

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

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

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

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

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

4. Public Act 98-1022 Disclosures

Public Act 98-1022 (the Act) amends the Illinois Pension Code to require certain disclosures regarding minorities, women, and persons with disabilities. For purposes of this RFP, the terms

“minority-owned business,” “woman-owned business,” and “business owned by a person with a disability” are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575). In accordance with the Act, all (i) vendors submitting bidding proposals to ISBI and (ii) vendors retained by ISBI must provide the following numerical data:

- a. The number of the vendor’s senior staff and the percentage of its senior staff who are a (i) minority person, (ii) a woman, or (iii) persons with disabilities;

| DIVERSITY PROFILE | | | | | | | | |
|---|--------------|--------|----------|--------|----------|--------|---|-------------------------------------|
| Name of Firm: | | | | | | | | |
| Data as of: | | | | | | | | |
| Job Category | Non-Disabled | | | | Disabled | | Total Minority, Female and Disabled Persons | Total Staff Minority & Non-Minority |
| | Non-Minority | | Minority | | Male | Female | | |
| | Male | Female | Male | Female | | | | |
| Senior Staff (as defined by your Firm) | | | | | | | | |
| Total Senior Staff & Professionals | | | | | | | | |
| Percent of Total Senior & Professionals | | | | | | | | |

Note: Do not count employees twice. Employees must be placed in one category ONLY.

Example: A black female with a disclosed disability can go into either the “minority female” category OR the “disabled female” category, not both.

Additional Note: “Not Applicable” is not an acceptable response. A number must be written in each box.

- b. The number of contracts, oral or written, for investment services, consulting services, and professional and artistic services that the vendor has with a (i) minority owned business, (ii) woman owned business, or (iii) business owned by a person with a disability; and

- c. The number of contracts, oral or written, that the vendor has in place for investment services, consulting services, and professional and artistic services where more than 50% of services performed pursuant to contract are performed by a (i) minority person, (ii) a woman, or (iii) person with a disability but where the business does not constitute a business owned by a minority, woman, or person with a disability.

| | | |
|--|---------------------|------------------------|
| Number of contracts, oral or written, for investment services, consulting services, and professional and artistic services that the Respondent has with: | | |
| | Number of Contracts | Funds Expenses to Date |

| | | |
|--|--|----|
| Minority/Female/Disabled Firms | | |
| Non-,minority owned firms where greater than 50% of the services performed pursuant to the contact are completed by minority/female/disabled persons within that firm. | | |
| Total | | \$ |

Note: “Not Applicable” is not an acceptable response. A number must be written in each box. If your firm does not track this information, please perform a reasonable review of your service provider relationships and answer to the best of your knowledge.

Finally, in a separate attachment, please provide any additional information related to your firm’s diversity initiatives that might be useful during the search and/or selection process.

These disclosures are not intended to prohibit or prevent any contract. The disclosures are (i) considered by the Board, within the bounds of financial and fiduciary prudence, prior to awarding a contract and (ii) used to fully and publicly disclose any potential conflict to ISBI so that ISBI may adequately discharge its duty to protect its participants.

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

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

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

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

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

Exhibit B

Representations and Certifications:

1. _____ shall comply with all applicable laws of the State of Illinois and the United States of America, and any governmental or regulatory authority outside of the United States.
2. _____ certifies that no finder's fee or commission has been or shall be paid to any individual or organization resulting from the establishment of this investment relationship.
3. No party may assign this Agreement, in whole or in part, nor delegate, except as contemplated herein, all or part of the performance of duties required of it by this Agreement without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be void.
4. If any provision of this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the other provisions of this Agreement shall not be affected, and there shall be deemed substituted for the provision at issue a valid, legal, and enforceable provision as similar as possible to the provision at issue.
5. _____ and ISBI each represents to the other that it is duly authorized and fully empowered to execute, deliver, and perform this Agreement.
6. _____ 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 make 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.
7. _____ certifies that _____ is its correct tax identification number and that the manager is doing business as a _____.
8. _____ 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.
9. _____ 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 ISBI may declare this Agreement void if this certification is false.
10. _____ 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.
11. _____ 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.
12. _____ 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.
 13. _____ certifies that is not barred from being awarded a contract under 30 ILCS 500/50-14. Section 50-14 prohibits a contractor from entering into a contract with a State Agency if the contractor has been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last 5 years. Further, _____ acknowledges that ISBI may declare this Agreement void if this certification is false.
 14. _____ 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 ISBI shall declare this Agreement void if this certification is false.
 15. _____ shall notify ISBI 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 Respondent, or any investigations, examinations, or other proceedings commenced by any governmental regulatory agency which is not conducted in the ordinary course of Respondent's business.
 16. _____ certifies that Respondent and, to the best of its knowledge, Respondent's subcontractors (if any), have complied with Illinois Executive Order 1-2007.
 17. _____ certifies that Respondent is not an Illinois Finance Entity as defined by 40 ILCS 5/1-110.10.
 18. If _____ retains any subcontractors to perform any portion of the work hereunder, then Respondent shall promptly provide notification, in writing, to ISBI. Respondent shall also disclose the names and addresses of all subcontractors and the expected amount of money each will receive under the contract. Respondent shall provide ISBI 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, Respondent 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 ISBI. 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 ISBI has no direct contractual relationship with the investment advisers or partnerships.
 19. _____ acknowledges that a description of this Agreement shall be posted on ISBI'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 ISBI, describing the factors that contributed to the selection of the organization.

20. _____ agrees to disclose the names and address of: (i) Respondent; (ii) any entity that is a parent of, or owns a controlling interest in, Respondent; (iii) any entity that is a subsidiary of, or in which a controlling interest is owned by, Respondent; (iv) any persons who have an ownership or distributive income share in Respondent that is in excess of 7.5%; or (v) any persons who serve as executive officers of Respondent.
21. _____ 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.
22. _____ will furnish to ISBI, from time to time, such evidence as ISBI may reasonably request that it satisfies the foregoing requirements and shall promptly notify ISBI if it has reason to believe that any of the foregoing representations, warranties, or covenants may cease to be satisfied.
23. _____ acknowledges that ISBI is unable to provide its vendors with any indemnification rights in a resulting Agreement with ISBI and agrees that, if selected pursuant to this procurement process, such limitation will not impact the contract negotiations between ISBI and the Respondent.

NOTE: ADDITIONAL CERTIFICATIONS AND REPRESENTATIONS MAY BE NEGOTIATED IN ANY RESULTING AGREEMENT WITH ISBI.

Appendix 1
Other Information

Other Procedural Information

Notice. ISBI will provide notice of this RFP on the ISBI website at least 14 days before the response to the RFP is due. Notice may also be posted in one or more industry periodicals. Neither this RFP nor any response to this RFP should be construed as a legal offer.

Diversity. Public Act 96-0006 encourages ISBI to increase the racial, ethnic, and gender diversity of its fiduciaries, to the greatest extent feasible within the bounds of financial and fiduciary prudence. In furtherance of this Act, it is the goal of ISBI to use its best efforts to increase the racial, ethnic, and gender diversity of its fiduciaries, including its investment managers. ISBI encourages minority-owned investment managers, woman-owned investment managers, and investment managers owned by persons with a disability to submit proposals to this RFP.

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

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

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

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

Freedom of Information Act. Respondents are advised that proposal materials are subject to the Illinois Freedom of Information Act (5 ILCS 140). After completion of the RFP, selection by the Board, and successful negotiation of a contract, if any, proposals submitted may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Illinois Freedom of Information Act for information within the Respondents' proposals must identify relevant language as confidential and identify in the email transmission of the proposal whether confidential information is included. Further, each piece of confidential information must be labeled as such. The Respondent must also specify which statutory exemption applies for each piece of confidential information. Responses to this RFP with every page marked as proprietary, privileged, or confidential will not satisfy this requirement, and such markings will result in the entire proposal being deemed to be disclosable public information, without further discussion. Proposers are required to make a good faith attempt to properly identify only those portions of the response that are truly furnished under a claim that

they are proprietary, privileged, or confidential and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business responding to this RFP. The Freedom of Information Act can be found at the Illinois General Assembly's website (<http://www.ilga.gov/>).

ISBI reserves the sole right to make determinations of confidentiality. If ISBI disagrees with a Respondent's confidential designation, it may either reject the proposal, remove the redaction, or discuss its interpretation of the exemptions with the Respondent. However, any claim of privilege from disclosure is not definitive. ISBI has the right and legal obligation to determine whether such information is exempt from disclosure under the Illinois Freedom of Information Act. No information will be considered or determined by ISBI to be proprietary, privileged, or confidential unless it is identified and separated as indicated herein.

Respondents waive any cause of action against ISBI if ISBI discloses any information provided by a Respondent pursuant to this RFP that was required to be disclosed pursuant to law.

Applicable Law. ISBI shall conduct the RFP process in accordance with applicable provisions of the Illinois Pension Code, the State Officials and Employees Ethics Act, and any other relevant authority under the Illinois Compiled Statutes. *Ex parte* communications between ISBI and its Staff and interested parties, including Respondents, or non-interested parties shall be recorded or disclosed, in accordance with the State Officials and Employees Ethics Act.

Other Requirements and Information. Respondents will be required to conform to all applicable ISBI guidelines and the successful firm must be willing and able to execute an agreement in the form of a standard ISBI agreement. Certain provisions mandated by the State of Illinois to be included in contracts with agencies of the State of Illinois are never subject to negotiation.

No Respondent shall retain a person or entity to influence (i) the outcome of an investment decision or (ii) the procurement of investment advice or services of ISBI for compensation, contingent in whole or in part upon the decision or procurement.

ISBI shall post the name of the successful Respondent, if any, on ISBI's website, along with a disclosure including the total amount applicable to the contract, the total fees paid or to be paid and a description of the factors that contributed to the selection of the Respondent.

This RFP does not obligate ISBI to complete the RFP process. ISBI reserves the right to amend any segment of the RFP prior to the announcement of the selected firm(s). In case of such amendment, all Respondents will be afforded the opportunity to revise their proposals to accommodate the RFP amendment. ISBI also may, at its discretion, issue a separate contract for any service or group of services included in this RFP.

The evaluation process, conducted by Staff, will be structured to secure highly skilled, diligent, responsive, and experienced professional IT service providers who will be effective in providing the high quality of services that ISBI desires. The primary objective of the evaluation process is to select one or more IT Service Providers that:

- clearly demonstrates a thorough understanding of the scope of the engagement and the specific responsibilities entailed;

- possesses adequate resources to handle assigned responsibilities and to handle extenuating circumstances that may arise;
- assigns highly skilled, experienced, diligent, responsive, and professional personnel to perform the required duties;
- maintains high ethical standards and reputation;
- are competitive in terms of fees; and
- have no conflict of interest existing between ISBI and other clients.