



Request for Proposal

Actuarial Audit

ID: RFP-45-23-01

Issued February 15, 2023

**Responses due via email
by 4:30 p.m. CT on March 30, 2023**

Please include RFP ID on all correspondence

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I. Introduction

The State Universities Retirement System (SURS or the System) is soliciting proposals for Actuarial Audit Services of the June 30, 2022, annual valuation and the June 30, 2017-2020 Experience Study. SURS is looking for proposals for both a full and limited scope actuarial audit. The determination of a full or limited scope audit will be determined at the time of contracting with SURS. The audit should include a complete or sample recalculation of the actuarial valuation based on the same census data, assumptions and actuarial methods used by our actuary, providing a detailed report and presentation of the findings.

All forms/required documents needed to submit a request for proposal (RFP) are available on the SURS website at www.surs.org.

A responder's preparation and submittal of a proposal or subsequent participation in presentations or contract negotiations creates no obligation on the System to award a contract or to pay any associated costs. All proposals and related materials will be retained by the System and will be subject to disclosure as required in accordance with the Illinois Freedom of Information Act.

II. Description of SURS

SURS is the administrator of a cost-sharing, multiple-employer, public employee retirement system that provides retirement, survivor, disability and death benefits to employees of Illinois state universities, community colleges, and certain other affiliated organizations and agencies. SURS was created in 1941, by an act of the Illinois General Assembly, and is governed by the Illinois Pension Code (40 ILCS 5/15-101 et seq.). SURS provides benefit services to over 245,000 members who work for 61 employers. SURS is responsible for investing assets in a diversified portfolio of U.S. and foreign stocks, bonds, real estate and alternative investments. SURS maintains a defined benefit plan, which at June 30, 2022, had assets valued at approximately \$22.6 billion. SURS also administers two defined contribution plans, the Retirement Savings Plan, which at June 30, 2022, had assets of approximately \$3.5 billion and the Deferred Compensation Plan, which had assets of approximately \$8.5 million. Northern Trust serves as SURS' master trustee custodian.

An elected and appointed, eleven-person, board of trustees, governs SURS. Five members of the board are appointed by the governor of the state of Illinois (one of whom is the chairperson of the Illinois Board of Higher Education). The remaining six members of the board are elected by participating members (four individuals) and annuitants (two individuals). The governor designates the chairperson of SURS from among the eleven trustees. Trustees serve six-year terms. SURS is funded by participant payroll deductions and annual employer contributions, the majority of which are provided directly from the

state of Illinois. By statute, SURS is defined as a “body politic and corporate” created by Article 15 of the Illinois Pension Code.

SURS currently employs approximately 169 staff, located in offices in Champaign and Naperville, Illinois. Two SURS employees are in the Naperville office. The remaining SURS employees are currently situated in two Champaign offices at 1901 Fox Drive and 1801 Fox Drive.

A copy of SURS’ most recent annual comprehensive financial report (ACFR) is available for review, or to download, at www.surs.org.

The Illinois Governmental Ethics Act, 40 ILCS 420, provides guidelines for ethical practices concerning state and local pension plans. Responders should be familiar with the provisions of this Act.

Section 1-109.1(6) of the Illinois Pension Code (40 ILCS 5/1-109.1(6)) encourages Illinois public pension systems like SURS to utilize businesses owned by “minorities,” “women,” and “persons with disabilities” for all contracts and services, as those terms are defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (“BEMWPD”, 30 ILCS 575). Additionally, Section 1-109.1(10) of the Illinois Pension Code (40 ILCS 5/1-109.1(10)) sets an aspirational goal of not less than 20 percent of contracts awarded to such businesses for "information technology services," "accounting services," "insurance brokers," "architectural and engineering services," and "legal services" as defined by the BEMWPD. Accordingly, businesses that meet these definitions are strongly encouraged to submit responses to this RFP.

A section of the Illinois Procurement Code concerning prohibitions of political contributions for vendors, 30 ILCS 500/50-37, may or may not apply to SURS service providers. However, each service provider should be familiar with the provisions of this section and comply with this section if the service provider deems it appropriate.

SURS is subject to its own procurement statutes and rules. Responders should be familiar with those procurement requirements as well. The selected responder will be paid by SURS directly.

Additional legal requirements that responders should be familiar with are contained in the Addendum to Contract under Appendix D.

Background specific to this RFP:

The State Universities Retirement System last performed an audit of the June 30, 2015, actuarial valuation and the 2010-2014 Experience Study. It is the recommended practice to have an independent actuarial firm perform an audit of the valuation and Experience Study approximately every 5 years. The purpose of this request for proposal is to select the firm that will perform an audit of the actuarial valuation and Experience Study.

III. Services Required

SURS is requesting proposals from qualified firms to perform a full or limited scope audit on the work of SURS's retained actuary, Gabriel, Roeder, Smith and Company (GRS). The focus of this project is an audit of the 2022 annual valuation and the 2017-2020 Experience Study. The determination of a full or limited scope audit will be determined at the time of contracting with SURS. The audit should include a complete or sample recalculation of the actuarial valuation based on the same census data, assumptions and actuarial methods used by our actuary, providing a detailed report and presentation of the findings to assure that the results presented are actuarially sound, reasonable, and consistent with industry standards. The selected firm will provide all required services in accordance with federal and state statutes and the contract between SURS and the selected firm. The services provided should cover the following:

1. Analyze the appropriateness of the actuarial assumptions, including the investment rate of return assumption;
2. Review the actuarial assumptions and methodology for compliance with generally accepted actuarial principles, state statutes and board policies;
3. Evaluate the data used for performance of the valuations, the degree to which data is sufficient to support the conclusions of the investigation and the use and appropriateness of any assumptions made regarding the data;
4. Conduct a test of the valuation results of the 2022 valuation using a mathematical model of plan activity or a sample based on the same data, methods and assumptions used by GRS ;
5. Evaluate the test results and reconcile any significant discrepancies between the findings, assumptions, methodology, rates and adjustments of the contracting firm and GRS;
6. Provide an opinion as to the accuracy of the actuarial valuation results, including a determination of actuarial accrued liability, normal cost and expected employer contributions;
7. Assess whether the valuation appropriately reflects information required for reporting standards (GASB, etc.)

The report prepared by the firm shall provide an evaluation sufficient to allow the firm to express an opinion regarding the reasonableness and accuracy of the valuation results, actuarial assumptions and application of the actuarial cost method. The report should include any recommendations or opinions regarding alternatives to the actuarial assumptions currently being used or in their application. In addition, the firm shall provide any recommendations to improve the quality and understanding of the valuation

report. The firm shall prepare a draft report of their findings for review and comment by SURS and GRS prior to the issuance of the final report. The firm shall prepare the final report reflecting their findings and present such report to the Audit Committee of the Board of Trustees.

IV. Minimum Qualifications

- The responder’s key professionals and/or organization must not have material conflicts with SURS, SURS board, with any member of the SURS staff, with any party or vendor currently rendering services to SURS and/or with any “immediate family members” affiliated with any of these groups.
- For SURS to determine whether any material conflicts exist, Responders must identify all current and prior affiliations of any kind that exist between the responder and any member of these identified groups in Appendix F. For purposes of this disclosure, “immediate family members” include the following: spouse, children, step-children, parents, step-parents, siblings, step-siblings, half-siblings, sons-in-law, daughters-in-law, grandparents and grandchildren as well as the parents and grandparents of the responder’s key professional’s spouse and any person living with the responder’s key professionals.
- A failure to disclose the above requested affiliations may result in a disqualification of the responder or in a termination of any contract awarded in response to this RFP.
- The supervising actuary must be a Fellow of the Society of Actuaries (FSA). Any supporting actuary must be either a Fellow, enrolled or have five years of pension consulting experience.

V. Proposal Content

At a minimum, the proposal must include the following information to be considered for the engagement. For ease of review, each requirement should be addressed separately. All communications regarding this RFP must include the RFP ID shown on the title page.

Indexed Table of Contents

The proposal package must include an indexed table of contents to facilitate the review process.

Cover Letter

SURS holds trustees, employees, and vendors to the strongest standards of ethics, transparency and accountability. Trustees, employees and vendors are prohibited from self-dealing and are required to provide services for the sole interest of SURS members

with honesty and integrity at all times. The identification and disclosure of actual or perceived conflicts of interest is integral to ensuring that SURS administers the benefits promised to members in a financial and fiduciarily prudent manner. Informational disclosures pertaining to perceived or actual conflicts of interest must be included as part of the cover letter required under this section.

A cover letter in the form of a standard business letter must be signed by an individual authorized to bind the responder contractually. This cover letter must indicate the signer is so authorized and must indicate the signer's title or position. An unsigned proposal will be rejected. The cover letter must also include:

- A. A statement that the proposal meets all requirements of this RFP, and that the offer tendered by the proposal will remain in full force and effect until and may be accepted by SURS at any time prior to 30 days beyond the deadline for submittal.
- B. A disclosure of:
 - 1. Any current or previous personal, business or employment relationships with SURS, any member of the SURS Board of Trustees, any member of SURS staff, any party or vendor currently rendering services to SURS or any immediate family members of any person included in any of these groups.
 - 2. Any current negotiations for prospective business with SURS, any member of the SURS Board of Trustees, any member of the SURS staff, any party or vendor currently rendering services to SURS or any immediate family members of any person included in any of these groups.
- C. A statement that the responder knows of no conflict of interest or ethical concern that exists between the responder and SURS, members of the SURS Board of Trustees, any member of SURS staff and/or any immediate family members living with any person included in any of these groups and with any party currently rendering services to SURS. However, if any such conflict or ethical concern exists, the cover letter must contain a detailed statement identifying any such conflicts of interest or other ethical concerns between SURS and anyone affiliated with SURS as set forth herein. If the responder is unsure as to whether a conflict of interest or ethical concern exists, responder is hereby instructed to identify the situation in the cover letter so SURS can determine whether there is cause for concern or cause for further inquiry into the identified situation.
- D. A statement that the responder is not listed as a prohibited or suspended vendor with the state of Illinois, a retirement system, pension fund, investment board or any other state or federal government entity. Responder must also verify this information in Appendix G.
- E. A statement that the responder acknowledges that all documents submitted in response to this RFP may be subject to disclosure under the Illinois Freedom of Information Act and/or the Illinois Open Meetings Act.

- F. A failure to include the information required in the cover letter as outlined in this section may be cause for disqualification from the RFP selection process and/or cause for termination of an awarded contract.

Statement of Minimum Qualifications

Responders must complete and return the Minimum Qualifications Certification in the form contained in Appendix A.

Reference checks will be conducted for each finalist.

Company Organization and Diversity Questionnaire

The questionnaire contained in Appendix B to this RFP must be completed and returned as part of the proposal.

Fee Proposal

Responders must submit a fixed-cost proposal in the format prescribed in Appendix C. Any deviation from the prescribed format may result in the rejection of the proposal. The proposed fee shall include all costs and expenses for providing the services and equipment as described in this RFP, and any agreed-upon extended warranties that are associated with initial installation. Once finalists are selected, fees may be subject to a “best and final” offer process to be determined at the discretion of the System.

The fee proposal must expressly state that the proposed fees are guaranteed for the term of any resulting contract.

Team Information

Please include resume(s) for potential team members, detailing applicable experience and credentials.

Contract

This request for proposal is neither a contract nor meant to serve as a contract. It is anticipated that one of the proposals submitted in response to this RFP may be selected as the basis for negotiation of a contract with the responder. Such a contract is presently contemplated to contain, at a minimum, the terms of the proposal submitted, as finally negotiated and approved by the System. SURS reserves the right to negotiate additions, deletions, or modifications to the terms of proposals submitted. The terms contained in Appendix D, Addendum to Contract, must be agreed to and accepted by the candidate or organization selected to perform the work contemplated by this RFP, unless exceptions are noted as part of the responder’s response. Any questions or exceptions to the terms and conditions and the sample contract included in Appendix H must be outlined as part of the responder’s response. However, SURS is not required to accept the responder’s

exceptions. Any exceptions noted in the responder's response will be addressed and discussed during the review process, but no changes will be made to the Addendum to Contract attached hereto unless the responder and SURS both agree to include said changes in the final contract awarded under this RFP.

Project Schedule

The submission must include a preliminary project schedule based on the number of calendar days required to perform the work following the award of the contract.

VI. Submission of Proposals

All proposals must be received no later than the deadline stated in the Anticipated Timeline and Contact Information section. Submissions must be made via email to the identified contact person by the stated deadline. Only email submissions will be accepted. If your email of the RFP exceeds 120MB, please send subsequent emails of your documents. If the submission exceeds this size, please break the submission into multiple emails.

The proposals become the property of SURS upon submission. All costs for developing proposals and attending presentations and/or interviews are entirely the responsibility of the responder and shall not be chargeable to SURS.

Only one proposal from an individual, firm, partnership, corporation, or combination thereof, will be considered for this assignment.

VII. Evaluation Process

Pre-Evaluation Review

All proposals will be reviewed to determine if they contain all the required submittals specified in this RFP. Those not submitting all required information in the prescribed format will be rejected.

Proposal Evaluation

All proposals received by the SURS representative on or before the deadline listed above will be reviewed to determine whether they meet the minimum requirements of this RFP.

All proposals that are received by the deadline and pass the pre-evaluation review will undergo an evaluation process conducted by SURS staff. They will be reviewed to determine whether they meet the requirements of this RFP. SURS will consider the following factors in the evaluation process, ranked in no specific order, and will render a decision based on the perceived best fit and best value for the engagement. Fees will be

one of the determining factors in this decision but will not be the primary determinative. Proposals will be evaluated based on criteria including:

- Understanding of the services requested.
- Timeline for recommended solution to be implemented.
- Proposed methodology and work plan to be used in the process.
- Proposed deliverables.
- Relevant knowledge, experience and qualification of firm and team members including established record of success in similar work.
- Commitment to diversity.
- Willingness to negotiate contract terms.
- Independence.
- Cost.
- Warranty.
- References.
- Adherence to RFP submission requirements.
- Adherence to the Cover Letter requirements pertaining to the disclosure of potential conflicts of interest and ethical concerns and completion of all appendices, including but not limited to Appendix F that relates to potential conflicts.

Proposals that contain false or misleading statements or that provide references which do not support an attribute or condition claimed by the responder will be rejected. Issuance of the request for proposal creates no obligation to award a contract or to pay any costs incurred in the preparation of a proposal. Nothing in this RFP or any resulting contract shall preclude SURS from procuring services similar to those described herein from other sources.

During the evaluation process, responders may be requested to provide additional information and/or clarify contents of their proposal. Other than information requested by SURS, no responder will be allowed to alter the proposal or add new information after the filing date.

Once finalists are selected, fees may be subject to a "best and final" offer process to be determined at the discretion of SURS.

Any responder selected by SURS will be subject to the terms of the SURS Travel Policy which are attached hereto as "Appendix E." Responders should be familiar with these terms as they will be included in any contract awarded by SURS. Responders may either include all expected travel costs as part of their overall "not to exceed" cost for the work

to be performed under this RFP or they must provide their best estimate for all travel expenses they expect to incur in performing the services required by this RFP.

VIII. Anticipated Timeline and Contact Information

Schedule	Dates
Quiet Period Begins	February 15, 2023
RFP Issued	February 15, 2023
Responder Questions Due	March 7, 2023, 4:30 p.m. CT
Responses to Questions	March 14, 2023, 4:30 p.m. CT
RFP Responses Due on or Before	March 30, 2023, 4:30 p.m. CT
Evaluations and Interviews	April 3 – April 21, 2023
Selection Committee	April 21, 2023
Anticipated Project Start	May or June 2023

SURS may extend these deadlines at its discretion. Any such extensions will be posted to the SURS website.

SURS RFP Contact Information

Procurement Officer Procurement_Officer@surs.org
SURS
1901 Fox Drive
Champaign, IL 61825-2710

IX. Submission Process

Deadline

To be considered for selection, proposals must be received via email in Adobe Acrobat format at Procurement_Officer@surs.org no later than 4:30 p.m. CT, March 30, 2023. Please reference "RFP-45-23-01" with the name of the responder in the subject line of your communications. An email confirmation will be sent confirming receipt of the proposal. If your email of the RFP exceeds 120MB, please send subsequent emails of your documents. If the submission exceeds this size, please break the submission into multiple emails.

Withdrawal

A proposal may be withdrawn any time prior to the deadline by written notification signed by the individual applicant or authorized agent of the firm and received at

Procurement_Officer@surs.org no later than the deadline of 4:30 p.m. CT, March 30, 2023. Please reference "RFP-45-23-01" with name of responder in the subject line of your communications. An email confirmation will be sent confirming withdrawal of the proposal. The proposal may be resubmitted with any modifications no later than the deadline. Modifications offered in any other manner will not be considered.

Questions

To clarify any issues in this request for proposal, SURS will respond only to questions that are presented in writing via email to Procurement_Officer@surs.org. All questions should be submitted to SURS by 4:30 p.m. CT, March 7, 2023. Please reference "RFP-45-23-01" with the name of the responder in the subject line of your communications. These questions will be consolidated into a single Q&A document and responded to by SURS on or about, March 14, 2023, by 4:30 p.m. CT. The Q&A document will be posted on the SURS web site at www.surs.org/rfp-non-investment. This document will include all questions received and SURS' answers to the same without indicating the source of the query.

X. General Conditions

FOIA Disclosure, Redacted RFP Response, BAFO Requirement & Cyber-Security Training Requirement

All materials submitted in response to the RFP become property of SURS. Proposals remain confidential during the selection process. However, upon completion of the selection process, all responses and documents following or associated therewith, including Best and Final Offers (BAFOs), if any, and including those of the individual, vendor or firm selected, become public information and are open to public inspection in accordance with the state of Illinois Freedom of Information Act (FOIA).

If, in any document submitted in response to this RFP, the responder is furnishing trade secrets or commercial or financial information 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 responder or responder's business, such claim must be clearly made, and such information must be clearly identified. (5 ILCS 140/7 and 7.5). Responses to this RFP with every page marked as proprietary, privileged or confidential will not satisfy this requirement and will not be honored. Bidders 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 contained within that portion of the response would cause competitive harm to the person or business responding to this RFP.

Redacted Version of RFP Response

In the event the responder believes and claims that certain materials or information contained in the submitted response and any documents which may follow it, including BAFOs, if any, are exempt from public disclosure under the Illinois FOIA, the responder is required to provide a separate redacted version of the response (including all its appendices or attachments) that the responder believes will be suitable for release under the Illinois Freedom of Information Act. (5 ILCS 140/7 and 7.5) Note: Pricing and fee structures are generally disclosable under FOIA. If the responder claims that any fee or pricing information qualifies for an exemption under FOIA, the responder must submit its legal analysis, citing to applicable Illinois exemption(s) along with the redacted version of its RFP response.

However, any claim of privilege from disclosure is not definitive. SURS has the right and legal obligation to determine whether such information is exempt from disclosure under the Illinois Freedom of Information Act and no information will be considered or determined by SURS to be proprietary, privileged or confidential unless it is identified and separated as indicated herein. (5 ILCS 140/7 and 7.5)

A responder's failure to provide a redacted version of the RFP material, including but not limited to any subsequent BAFOs will result in SURS disclosing the responder's entire RFP response if the same is requested under the Illinois freedom of information act, and neither the responder nor any third parties shall have any recourse against SURS for its disclosure of the non-redacted RFP response.

Ordinary Course of Business Communications Allowed

Other than existing normal business matters, responders, potential responders, or their representatives should not contact anyone at SURS (including SURS staff, members of the SURS board, SURS consultants, attorneys and current vendors) other than the listed RFP contact. In addition, responders must not discuss this RFP with any employee of SURS, trustee of SURS, employee of SURS' custodian, managers, legal counsel or other advisors or persons/entities having contracts or other affiliations with SURS.

SURS Quiet Period Policy

Please note the following Quiet Period Policy establishing guidelines by which the SURS Board of Trustees and SURS staff will communicate with prospective vendors or service providers during a search process. The quiet period for this RFP began on the date the RFP was issued: February 15, 2023.

1. The quiet period shall commence upon committee action (or board action if the selection is not initiated through a committee) to authorize a search for a service

provider and end once a selection has been made by the board and accepted by the service provider.

2. Initiation, continuation and conclusion of the quiet period shall be publicly communicated via the SURS website (www.surs.org) to prevent inadvertent violations.
3. All board members, and SURS staff not directly involved in the search process, shall refrain from communicating with potential service providers regarding any product or service related to the search offered by the provider throughout the quiet period and shall refrain from accepting meals, travel, hotel or other items of value from the providers.
4. Throughout the quiet period, if any board member or SURS staff member is contacted by a potential service provider, the board member or SURS staff member shall refer the provider to the SURS staff member directly involved in the search process.
5. All authority related to the search process shall be exercised solely by the relevant Committee or board as a whole and not by individual board members.
6. All information related to the search process shall be communicated by SURS staff to the relevant Committee or board as a whole and not to individual board members.
7. The quiet period does not prevent board approved due diligence, client conference attendance or communications with an existing service provider that happens to be a provider in the ordinary course of services provided by such service provider; however, discussions related to the pending selection shall be avoided during those activities.
8. The provisions of this policy will apply to potential service providers throughout the quiet period and shall be communicated to providers in conjunction with any competitive proposal process.
9. A potential service provider or vendor may be disqualified from a search process for a violation of the quiet period or any portion of this policy.

Rights Reserved

SURS reserves the right to amend any segment of the RFP prior to the announcement of a selected responder. In such an event, all responders will be afforded the opportunity to revise their proposals to accommodate the RFP amendment.

SURS reserves the right to remove any or all services from consideration for this contract. At its discretion, SURS may issue a separate contract for any service or groups of services included in this RFP. SURS may negotiate additional provisions to the contract awarded pursuant to this RFP.

SURS may request additional information from any or all bidders to assist in the evaluation of proposals, and SURS reserves the right to conduct background investigations of selected individuals or firms prior to awarding a contract under this RFP.

SURS does not bear any obligation to complete the RFP process or to select any individual(s) or firm(s). SURS also reserves the right without prejudice to reject any or all proposals submitted.

SURS will not reimburse any expenses incurred in responding to this RFP.

Equal Opportunity

SURS does not discriminate because of race, color, religion, creed, sex, sexual orientation, age, marital status, military status, certain unfavorable discharges from military service, political affiliation, citizenship, ancestry, national origin, physical or mental handicap or disability or any other characteristic protected by law. It is the System's intent to comply with all state, federal and local equal employment and opportunity laws and public policies.

Terms and Conditions

Following a review of submitted materials, if requested, selected individuals or organizations must be prepared to make a presentation or otherwise participate in an in-person interview in Champaign, IL or in Chicago, IL with SURS staff members and/or members of the SURS Board of Trustees at a date and location to be determined by SURS. SURS will not provide reimbursement for any costs incurred by the individuals or organizations associated with this presentation. Prior to the award of a contract pursuant to this RFP, selected individuals or firms must provide all requested documentation.

State Universities Retirement System requires contractors that have access to the SURS network and/or applications to complete SURS-provided cyber security training before performing any work for SURS, and annually thereafter, as long as said contractors continue to have access to the SURS network and/or applications.

Appendix A: Statement of Minimum Qualifications

Firm Name: _____

certifies that it meets the following minimum qualifications.

Attach a minimum of two project references, similar in design and scope.

Attach proof of limits of insurance coverage for professional liability insurance and other insurance policies that would provide coverage for work performed on behalf of SURS.

<Insert any other relevant minimum qualifications as needed>

Signed: _____ Date: _____

Title: _____

Appendix B: Company Organization and Diversity Questionnaire

The following questionnaire must be completed and included with your response to this RFP. Type your responses in the same order as the questionnaire, listing the question first followed by your answer.

Contact and Company Information

Name of Individual/Organization: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Federal Employer Identification Number: _____

Contact Person(s)

Name: _____

Title: _____

Phone: _____ Fax: _____

Email: _____ Website: _____

Organization Background

1. Please provide a general description and history of the organization, its operations (please include any history of mergers and/or acquisitions), year founded, ownership structure, biographies of the principals and percentage ownership by current employees.
2. Provide a brief, descriptive statement detailing evidence of the responder's ability to deliver the goods or services sought under this RFP.

3. Is responder a "minority-owned business," meaning a business which is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it? If so, please provide a detailed explanation.
4. Is responder a "female-owned business," meaning a business which is at least 51% owned by one or more females, or, in the case of a corporation, at least 51% of the stock in which is owned by one or more females; and the management and daily business operations of which are controlled by one or more of the females who own it? If so, please provide a detailed explanation.
5. Is responder a "business owned by a person with a disability," meaning a business that is at least 51% owned by one or more persons with a disability and the management and daily business operations of which are controlled by one or more of the persons with disabilities who own it? A not-for-profit agency for persons with disabilities that is exempt from taxation under Section 501 of the Internal Revenue Code of 1986 is also considered a "business owned by a person with a disability." If so, please provide a detailed explanation.
6. Does responder's firm/company have a formal diversity and inclusion policy or initiative? Does this policy extend to subcontractors? If so, please provide a copy of the same.
7. Does responder's firm/company have a formal mentorship program or offer enhanced training opportunities for minorities and/or women? If so, please provide details.
8. If selected, does responder expect to assign any female employees, minority employees, or employees with disabilities to provide any of the requested services to SURS? Please explain.

Appendix C: Fee Proposal

Please include detail regarding scope and cost of services, deliverables and timeframe for completion of the project.

Firm Name: _____

Address: _____

Telephone: _____

Representative: _____

Deliverable: _____

Deliverable: _____

Deliverable: _____

Indicate project duration and frequency of visits below.

Total time and materials not to exceed: \$ _____

Cost for additional meetings, if requested by SURS: \$ _____

Please check and complete one of the following statements as it pertains to travel related expenses:

____ The above costs include all expected travel expenses and said expenses will not be billed separately to SURS.

____ The above costs do not include all expected travel expenses and said expenses will be billed separately to SURS in compliance with the SURS Travel Policy attached hereto as "Appendix E."

Responder has read the SURS Travel Reimbursement Policy attached hereto as "Appendix E" and estimates that travel expenses to be incurred for work to be performed relative to this RFP per the terms of said policy will total an amount not to exceed: \$ _____.

I, _____, a licensed operator in the state of Illinois and an authorized representative of the above-indicated firm, have reviewed and understand the _____ Request for Proposals, and I/we am/are prepared to provide the required services for the above costs.

Appendix D: Addendum to Contract

In consideration of SURS entering into such contract, the responder also agrees to the following:

1. If the responder is an individual, he or she certifies that he or she is not in default on an educational loan as provided in Section 3 of the Educational Loan Default Act, 5 ILCS 385/3.
2. The responder certifies that it is not barred from being awarded a contract or subcontract because of a conviction or admission of guilt for bribery or for bribing an officer or employee of the state of Illinois or any other state in that officer or employee's official capacity as provided in Section 50-5 of the Illinois Procurement Code, 30 ILCS 500/50-5 and further certifies that it is in compliance with Section 50-37 of the Illinois Procurement Code, 30 ILCS 500/50-37.
3. The responder certifies that it will provide a drug free workplace by engaging in the conduct prescribed in Section 3 of the Drug Free Workplace Act, 30 ILCS 580/3.
4. The responder certifies that it is not barred from contracting with SURS because of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid rotating) of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E.
5. The responder certifies that neither it nor any substantially 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 or the regulations of the U.S. Department of Commerce promulgated under that Act.
6. The responder certifies that no fees, commissions, or payments of any type have been or will be paid to any third party in connection with the contract to which this is an addendum, except as disclosed in the contract or an exhibit thereto as provided in 30 ILCS 500/50-25 and in 40 ILCS 5/1-145. The responder shall promptly notify SURS if it ever has reason to believe that this certification is no longer accurate.
7. To the extent Illinois law is applicable to the responder, pursuant to 775 ILCS 5/2-105, the responder agrees to:
 - a. Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.
 - b. Comply with the procedures and requirements of the Illinois Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.
 - c. Provide such information, with respect to its employees and applications for employment, and assistance as the Illinois Department of Human Rights may reasonably request.

- d. Have written sexual harassment policies that shall include, at a minimum, the following information:
 - i. The illegality of sexual harassment.
 - ii. The definition of sexual harassment under state law.
 - iii. A description of sexual harassment, utilizing examples.
 - iv. The responder's internal complaint process, including penalties.
 - v. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission.
 - vi. Directions on how to contact the Illinois Department of Human Rights and the Illinois Human Rights Commission.
 - vii. Protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Illinois Department of Human Rights upon request.
8. To the extent it applies to the responder and this contract, the responder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1, *et seq.*
9. The responder shall maintain, for a minimum of five (5) years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The responder shall further make all such books, records and supporting documents related to the contract available for review and audit by the internal auditor of SURS and by the Illinois Auditor General and shall cooperate fully with any audit conducted by the internal auditor of SURS and the Illinois Auditor General and will further provide the internal auditor of SURS and the Illinois Auditor General full access to all relevant materials.
10. The responder agrees to notify the SURS ethics officer if it solicits or intends to solicit for employment any of the employees of SURS during the term of the contract.
11. The responder understands that SURS and this contract are subject to the provisions of the Illinois Open Meetings Act (5 ILCS 120/1, *et seq.*) and the Illinois Freedom of Information Act (5 ILCS 140/1, *et seq.*).
12. Counterparts. This Agreement and Addendum may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The counterparts of this Agreement and Addendum may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

Under penalties of perjury, the responder certifies that_ is its correct Federal Taxpayer Identification Number.

Responder is doing business as a(n) (please circle applicable entity):

Individual

Sole Proprietorship

Partnership

Corporation

Not-for-Profit Corporation

Medical and Health Care Services Provider Corporation

Real Estate Agent

Governmental Entity

Tax Exempt Organization (IRC 501(a) only)

Trust or Estate

Other: _____

Appendix E: SURS Travel Policy

SURS Travel Reimbursement Policy Terms for Approved Travel Expenses of Vendors

If the responder's personnel are required to travel to perform work on behalf of SURS, any reimbursement for said travel expenses will be as allowed, in part, by the travel requirements outlined by the Illinois Higher Education Control Board as found in Title 80, Public Officials and Employees, Chapter 4, Travel Regulation Counsel, Part 3000, Illinois Administrative Code as noted below. Accordingly, any expected travel must be pre-approved by SURS and said travel reimbursements will be restricted to the following:

NOTE: Actual cost receipts for the same must be provided before SURS may reimburse travel expenses.

Travel by Air

SURS will reimburse travel expenses for airfare at the price of a standard coach ticket. All travel must be via the most direct route. Expenses incurred due to deviations for convenience shall be borne by the traveler. No reimbursement above this amount will be allowed unless extenuating circumstances exist to support an exception to this travel policy. Any exceptions to this policy must be approved by SURS in advance of travel, in writing, by a duly authorized representative of SURS.

Travel by Rail

SURS will reimburse travel expenses for train travel at the price of a standard coach ticket. All travel must be via the most direct route. Expenses incurred due to deviations for convenience shall be borne by the traveler. No reimbursement above this amount will be allowed unless extenuating circumstances exist to support an exception to this travel policy. Any exceptions to this policy must be approved by SURS in advance of travel, in writing, by a duly authorized representative of SURS.

Travel by Automobile

Rental Cars — SURS will reimburse travel expenses for the use of a rental car at the rate of \$60.00 per day. The collision damage waiver and personal accident insurance on rented vehicles are not reimbursable. All travel must be via the most direct route. Expenses incurred due to deviations for convenience shall be borne by the traveler. No reimbursement above this amount will be allowed unless extenuating circumstances exist to support an exception to this travel policy. Any exceptions to this policy must be approved by SURS in advance of travel, in writing, by a duly authorized representative of SURS.

Private Vehicles — Mileage Reimbursement: If an individual chooses to drive a private vehicle, reimbursement for use of a vehicle shall be on a mileage basis and shall be at the applicable rate identified by the Illinois Higher Education Travel Control Board which is

based on the rate promulgated pursuant to 5 USC 5707(b)(2) in effect at the time of travel. All travel must be via the most direct route. No reimbursement above this amount will be allowed unless extenuating circumstances exist to support an exception to this travel policy. Any exceptions to this policy must be approved by SURS in advance of travel, in writing, by a duly authorized representative of SURS.

Hotel Accommodation

SURS will reimburse hotel expenses at a maximum rate of \$150.00 per day. No reimbursement above this amount will be allowed unless extenuating circumstances exist to support an exception to this travel policy. Any exceptions to this policy must be approved by SURS in advance of travel, in writing, by a duly authorized representative of SURS.

Per Diem for Meals

SURS will pay a maximum of \$45 per day for a full day of per diem meal reimbursements with limits of \$10 for breakfast, \$10 for lunch and \$25 for dinner. No reimbursement above this amount will be allowed unless extenuating circumstances exist to support an exception to this travel policy. Any exceptions to this policy must be approved by SURS in advance of travel, in writing, by a duly authorized representative of SURS.

Appendix F: Conflict of Interest Identification

SURS holds trustees, employees and vendors to the strongest standards of ethics, transparency and accountability. Trustees, employees and vendors are prohibited from self-dealing and are required to provide services for the sole interest of SURS members with honesty and integrity at all times. The identification and disclosure of conflicts of interest is integral to ensuring that SURS administers the benefits promised to members in a financial and fiduciarily prudent manner.

All responders are required to fill out the information below. A failure to disclose any material conflict as outlined in this section may be cause for disqualification from the RFP selection process and/or cause for termination of an awarded contract. Please respond to each question below by initialing the space next to the appropriate answer and completing the certification.

Does the organization and/or any of its key professionals or their immediate family members have a conflict of interest or ethical concerns that may prevent it from contracting with SURS?

Yes No Unsure

Does the organization and/or any of its key professionals or their immediate family members have a conflict of interest or ethical concerns with any member of the SURS Board of Trustees that may prevent it from contracting with SURS?

Yes No Unsure

Does the organization and/or any of its key professionals or immediate family members have a conflict of interest or ethical concerns with any SURS staff members that may prevent it from contracting with SURS?

Yes No Unsure

If answering "Yes" or "Unsure" to any of the questions above, please explain below:

I hereby certify that the information set forth above is true and complete to the best of my knowledge and belief.

Printed Name: _____ Title/Position: _____

Signature: _____ Date: _____

Appendix G: Prohibited Responder Listing

All responders are required to fill out the information below. A failure to disclose any material conflict as outlined in this section may be cause for disqualification from the RFP selection process and/or cause for termination of an awarded contract.

Is the organization presently listed on a state or federal prohibited responder listing, or a retirement system, pension fund or investment board prohibited responder listing?

Yes No

Has the organization ever been listed on a state or federal prohibited responder listing, or a retirement system, pension fund or investment board prohibited responder listing?

Yes No

If answering "Yes" to either of the previous questions, please explain why the organization is/was on the prohibited responder listing, including dates of prohibition.

I hereby certify that the information set forth above is true and complete to the best of my knowledge and belief.

Printed Name: _____ Title/Position: _____

Signature: _____ Date: _____

Appendix H: Sample Contract

ACTUARIAL AUDITING SERVICES AGREEMENT

THIS ACTUARIAL AUDITING SERVICES AGREEMENT ("Agreement"), between VENDOR with a principal place of business located in _____ ("VENDOR"), and the **State Universities Retirement System**, a body politic and corporate created under Article 15 of the Illinois Pension Code ("SURS") is entered into between the parties to be effective as of _____. In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SCOPE OF SERVICES

VENDOR agrees to provide Actuarial Auditing Services for SURS as described in the SURS Request for Proposal for _____: RFP-_____, issued _____, attached hereto as "Exhibit A"; as described in VENDOR's Proposal to Provide Actuarial Auditing Services, dated _____, attached hereto as "Exhibit B"; as subject to the Fee Proposal contained in "Exhibit B," and as referenced in any subsequent schedules submitted under the terms of this agreement that are approved, in writing, by both parties.

LIST SCOPE OF EXPECTED SERVICES IN NUMBERED PARAGRAPHS

2. CHARGES FOR SERVICES

SURS agrees, for and in consideration of the receipt of the goods and services described in Section 1 herein to pay Vendor a fee based upon total time and materials not to exceed \$_____ which shall include: **LIST ITEMS TO BE PROVIDED FOR THIS AUDIT IF THERE ARE DIFFERENT SECTIONS / PHASES**. Any additional actuarial services that may be requested by SURS will be completed by Vendor and charged at an agreed upon rate. not to exceed _____ per study/audit. Any agreement to include additional actuarial auditing services not specifically referenced herein must be included in a written amendment to this Agreement and signed by both parties. There is no guarantee that any additional services will be requested by SURS.

The agreed upon fees to be charged by VENDOR include all travel expenses (if any) and said travel and travel-related expenses will not be billed separately to SURS.

3. BILLING

VENDOR shall invoice SURS for any goods provided and/or services performed under this Agreement prior to payment according to the following conditions:

- 3.1 By submitting an invoice, VENDOR certifies that the goods and/or services provided meet all requirements of the Agreement, that the amount billed is as allowed under the terms of this Agreement, or under the terms of an agreed upon transaction document or statement of work.
- 3.2 Invoices submitted by VENDOR for goods and/or services performed must be presented to SURS in accordance with the direction provided herein.
- 3.3 The parties agree that VENDOR shall not bill SURS for any taxes as the parties acknowledge that SURS is a tax-exempt entity and the Illinois sales tax exemption number issued to SURS by the Illinois Department of Revenue is E9990-9936-07.

4. PAYMENT

Payments shall be paid in accordance with Title 80, Section 1600.130(e)(3) of the Illinois Administrative Code. Final payment may be adjusted by SURS if such adjustment is supported by a SURS audit. All recordkeeping shall be in accordance with sound accounting standards. SURS shall not be liable to pay for equipment, goods or services unless the cost of said equipment, goods or services is agreed upon by the parties in writing.

5. TERM OF AGREEMENT

The term of this Agreement shall begin on the effective date noted on page one of this Agreement and shall expire on _____, unless either party exercises its right to terminate the contract on an earlier date pursuant to the termination clause referenced herein. The parties may agree to extend the term of this agreement, if needed, provided that any such agreement is contained in a written amendment to this Agreement that is signed by both parties.

6. ENTIRE AGREEMENT, AMENDMENT OR MODIFICATION

- 6.1 Entire Agreement. This Agreement, "Exhibit A," "Exhibit B," and any additional agreed upon schedules, transaction documents or statements of work presented under this Agreement constitutes the full and final expression of agreement between the parties and supersedes all previous agreements and understandings, whether written or oral, relating to equipment, goods or services provided pursuant to "Exhibit A," "Exhibit B," and any additional agreed upon schedules, transaction documents or statements of work presented herein.
- 6.2 Amendment or Modification. This Agreement may be amended in writing from time to time by mutual consent of the parties. No amendment or modification of this Agreement shall be valid or binding unless set forth in writing and duly executed by duly authorized representatives of both parties hereunder.
- 6.3 Conflicting Terms. In any case of conflicting terms, the terms contained in this Agreement (not those contained in "Exhibit A" or "Exhibit B") shall control.

7. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

8. DUTY OF CARE

The services Vendor provides will materially conform to the description of services contained in the exhibits attached hereto.

9. FORCE MAJEURE

Neither party shall be responsible for delay or failure to perform hereunder to the extent such delay or failure is due to unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, governmental prohibition, pandemics, epidemics, major equipment failures, fluctuations or non-availability of electrical power or telecommunications equipment, or other conditions beyond the control of the parties. If VENDOR's performance is delayed by force majeure, VENDOR will discuss the situation with SURS as soon as the situation is identified and together the parties will determine whether the Agreement term may be extended for full performance. If an event of force majeure continues for more than thirty (30) days, either party may, at its option, terminate the Agreement.

Per the termination clause contained herein, if either party elects to terminate the contract as a result of force majeure, VENDOR agrees to cooperate with SURS to provide for an orderly transition of the services to SURS at the time of any such termination. If termination becomes necessary due to force majeure, VENDOR will refund the pro-rata share of the total Agreement amount paid by SURS to VENDOR on the date upon which the Agreement is terminated for force majeure reasons.

10. INDEPENDENT CONTRACTOR STATUS

VENDOR's personnel are not, and shall not be considered, employees of SURS for any purpose whatsoever. VENDOR shall be responsible for payment of all taxes, fees, and claims, including without limitation workers' compensation, and any other liabilities related to VENDOR's business operations.

11. BANKRUPTCY

VENDOR shall promptly notify SURS if VENDOR become insolvent, files a petition in bankruptcy, becomes a party to an involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors. In such an event, SURS may immediately terminate all or any portion of this Agreement upon prompt written notice.

12. WAIVER AND WAIVER OF DEFAULT

- 12.1 General. No failure to exercise, and no delay in exercising on the part of any party, any right, power or privilege hereunder will operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder will preclude any party from further exercise of the same right or the exercise of any other right.
- 12.2 Waiver of Default. Waiver by any party of default of the other party will not be deemed to be a waiver of any other default irrespective of whether such default is similar.

13. SEVERABILITY

Should any term of this Agreement, for any reason be held to be illegal or unenforceable, the remaining terms of this Agreement will continue in full force and effect, and the offending term will be limited or deleted to the extent necessary, to make it enforceable. The parties agree to negotiate in good faith to agree upon a modified term which reflects the original intent of the parties.

14. CONFIDENTIALITY

The parties may disclose information received from the other to the extent required by law. However, the Recipient must (unless prohibited by applicable law or governmental authority from doing so) give the Discloser prompt notice and the opportunity to review the request, to redact confidential information not required to be disclosed, to respond to the request for disclosure and the opportunity to make reasonable effort to obtain a protective order if deemed necessary by the Discloser prior to disclosure unless the request is made pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1, et. seq.

Each party agrees to keep confidential any information communicated by the other party in connection with this Agreement that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within fifteen (15) days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently

developed by the other party; (3) entered the public domain through no fault of the other party subsequent to the disclosing party's communication to the other party; (4) is in the other party's possession free of any obligation of confidence at the time of the disclosing party's communication to the other party; or (5) is communicated by the disclosing party to a third party free of any obligation of confidence.

15. TERMINATION

This Agreement may be terminated at any time by either party upon thirty (30) days prior written notice to the other party due to a material breach that is not cured within that same thirty (30) day notice period pursuant to the notice provision contained herein.

- 15.1 Termination of this Agreement shall not relieve either party of any obligations hereunder which were incurred prior to the date upon which the termination is effective. All provisions that by their nature would be expected to survive, shall survive termination.
- 15.2 If the contract is terminated before completion, SURS will only be responsible for paying for the actual time and materials provided by Vendor up to the date of termination unless SURS terminates the Agreement due to an alleged breach of the contract by Vendor.

16. DAMAGES

In no event shall either party be liable to the other party or to any third party, whether in contract or tort (including negligence), warranty or otherwise, for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the Contract, even if the party has been advised of the possibility of such damages. This provision will survive termination of this Agreement, in whole or in part.

17. GOVERNING LAW; VENUE

This Agreement and each party's obligations and services hereunder must be performed in compliance with all applicable federal and state laws. This Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the

State of Illinois to the extent such laws are not pre-empted by the laws of the United States of America. VENDOR agrees that to the extent required by Illinois law, it will bring any suit, action, claim or proceeding in, and will submit to (and consents and waives any objection to) the jurisdiction of the Illinois Court of Claims in connection with any claim asserted against SURS arising out of, or in connection with, this Agreement. If not required by law to bring suit against SURS in the Illinois Court of Claims, VENDOR hereby agrees to file any suit against SURS and otherwise submits to (and consents and waives any objection to) the jurisdiction of each of the Sixth Judicial Circuit of Illinois, Champaign County, Urbana, Illinois and the United States District Court for the Central District of Illinois in Urbana, Illinois in respect of any suit, action, claim or proceeding brought by SURS arising out of, or in connection with, this Agreement. SURS does not waive sovereign immunity by entering into this Agreement.

18. ATTORNEY'S FEES, COSTS AND EXPENSES

The parties shall bear the cost of their own attorney's fees, associated costs and all other expenses incurred in any matter relating to the enforcement of this Agreement or relating to the breach of this Agreement.

19. SECTION HEADINGS

Section headings have been included in this Agreement merely for convenience of reference. They are not to be considered part of this Agreement or to be used in the interpretation hereof.

20. NOTIFICATION

Notices and any other communication provided for herein shall be given in writing to the contacts designated below by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express, or other similar and reliable carrier), by email, or by fax showing the date and time of successful receipt. Each such notice shall be deemed to have been provided at the time it is received. By giving notice, either party may change the following contact information:

VENDOR:

Attention:

Phone:

Email:

A copy to:

Attention:

Email:

SURS: State Universities Retirement System

Attention: Executive Director and General Counsel

1901 Fox Drive

P.O. Box 2710

Champaign, Illinois 61820

Phone: 217-378-8825

Fax: 217-378-9801

Email: Executive_Director@surs.org and General_Counsel@surs.org

21. STATUTORY PROVISIONS AND CERTIFICATIONS

By executing this contract and by signing at the end of this specific section, VENDOR attests to and certifies to the following:

- 21.1 If VENDOR is an individual, he or she certifies that he or she is not in default on an educational loan as provided in Section 3 of the Educational Loan Default Act, 5 ILCS 385/3.
- 21.2 VENDOR certifies that it is not barred from being awarded a contract or subcontract because of a conviction or admission of guilt for bribery or for bribing an officer or employee of the State of Illinois or any other state in that officer or employee's official capacity as provided in Section 50-1 of the Illinois Procurement Code, 30ILCS 500/50-5 and further certifies that it is in

compliance with Section 50-37 of the Illinois Procurement Code, 30 ILCS 500/50-37.

- 21.3 VENDOR certifies that it will provide a drug free workplace by engaging in the conduct prescribed in Section 3 of the Drug Free Workplace Act, 30 ILCS 580/3.
- 21.4 VENDOR certifies that it is not barred from contracting with SURS because of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-rotating) of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E.
- 21.5 VENDOR certifies that neither it nor any substantially 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 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- 21.6 VENDOR certifies that no fees, commissions, or payments of any type have been or will be paid to any third party in connection with this contract, except as disclosed in the contract or in an exhibit thereto as provided in 30 ILCS 500/50-25 and in 40 ILCS 5/1-145. Contractor shall promptly notify SURS if it ever has reason to believe that this certification is no longer accurate.
- 21.7 To the extent Illinois law is applicable to VENDOR, pursuant to 775 ILCS 5/2-105, VENDOR agrees to:
 - a) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - b) Comply with the procedures and requirements of the Illinois Department of Human Rights' regulations concerning equal employment opportunities and affirmative action;

- c) Provide such information, with respect to its employees and applications for employment, and assistance as the Illinois Department of Human Rights may reasonably request; and
- d) Have written sexual harassment policies that shall include, at a minimum, the following information:
 - i) The illegality of sexual harassment;
 - ii) The definition of sexual harassment under State law;
 - iii) A description of sexual harassment, utilizing examples;
 - iv) VENDOR's internal complaint process including penalties;
 - v) The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
 - vi) Directions on how to contact the Illinois Department of Human Rights and the Illinois Human Rights Commission; and
 - vii) Protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Illinois Department of Human Rights upon request.

21.8 To the extent it applies to VENDOR and this Contract, VENDOR agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1, et. seq.

21.9 VENDOR shall maintain, for a minimum of five (5) years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, invoiced to SURS in conjunction with the Contract. VENDOR shall further make all such books, records and supporting documents related to the Contract available for review and audit by the

SURS designated auditor and by the Illinois Auditor General and shall cooperate fully with any audit conducted by the internal auditor of SURS and the Illinois Auditor General and will further provide the internal auditor of SURS and the Illinois Auditor General full access to all relevant materials. Such access shall be permitted no more frequently than one (1) time in any given twelve (12) month period, or as otherwise required by law, and will be conducted in a manner so as not to interfere with or disrupt VENDOR's business operations. VENDOR books and records accessed by such auditors shall not be used, duplicated or disclosed to any third party without the prior, express written permission of VENDOR. VENDOR shall have no obligation to maintain any records other than in the ordinary course of business and any audit shall be at the cost of SURS. VENDOR shall have no obligation to disclose or make available any confidential or proprietary information of VENDOR which is not directly related to the Services performed under this Agreement or which constitutes the confidential information of any third parties and shall have the right to redact or provide summary level reports to protect the confidentiality and security of other clients and third parties.

- 21.10 If Contractor is a vendor that receives access of any kind to the SURS network or to any component of the SURS computer systems to perform work contemplated under the Agreement to which this Addendum is attached, Contractor agrees that its employees and/or pre-approved subcontractors who will be performing work for SURS will complete designated cybersecurity training required by SURS before any such work shall commence.
- 21.11 VENDOR agrees to notify the SURS Ethics Officer if it solicits or intends to solicit for employment any of the employees of SURS during the term of the Contract.
- 21.12 VENDOR understands that SURS and this Contract are subject to the provisions of the Illinois Open Meetings Act (5 ILCS 120/1, et. seq.) and the Illinois Freedom of Information Act (5 ILCS 140/1, et. seq.).

Under penalties of perjury, VENDOR certifies that its correct Federal Taxpayer Identification Number is _____. VENDOR certifies that it is doing business as a limited liability corporation.

Certified / Dated on _____ (Date).

Contractor:

By: _____

Name:

Title:

22. DULY AUTHORIZED SIGNATURES

For SURS:

The undersigned, Suzanne M. Mayer, is the Executive Director of State Universities Retirement System and has been duly authorized to sign this Agreement. Suzanne M. Mayer and anyone else she may designate in the future as being authorized to sign any amendments, transaction documents, statements of work or schedules presented under this Agreement on behalf of SURS will have the same authority.

For VENDOR:

The undersigned, _____, is a _____ for _____ and has been duly authorized by _____ to sign this Agreement on behalf thereof. He/She and anyone he/she may designate in the future as being authorized to sign any amendments, transaction documents, statements of work or schedules presented under this Agreement on behalf of _____ will have the same authority.

23. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended or will be construed to confer upon any person other than the parties hereto any right, remedy or claim under or by reason of this Agreement.

24. SURS' ASSISTANCE

For VENDOR to provide Services effectively and efficiently, SURS agrees to provide VENDOR timely with information requested and to make available to VENDOR any personnel, systems, premises, records, or other information as reasonably requested by VENDOR to perform the Services. Access to such personnel and information are key elements for VENDOR's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by VENDOR will be mutually agreed. SURS agrees VENDOR will have no responsibility for any delays related to a delay in providing such information to VENDOR. Such information will be accurate and complete, and SURS will inform VENDOR of all significant tax, accounting and financial reporting matters of which SURS is aware.

25. DATA PROTECTION

If VENDOR holds or uses SURS information that can be linked to specific individuals who are SURS's customers ("Personal Data"), VENDOR will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while VENDOR is a service provider as defined by the California Consumer Privacy Act of 2018 and as a "data collector" as defined by the Illinois Personal Information Protection Act (815 ILCS 530 et seq.) and processes information on behalf of SURS and pursuant to this Agreement, VENDOR retains its independence as required by applicable law and professional standards for purposes of providing attest services and other related professional services. VENDOR will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. VENDOR has implemented and will maintain physical, electronic and procedural

safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). SURS warrants (i) that it has the authority to provide the Personal Data to VENDOR in connection with the Services, (ii) that SURS has processed and provided the Personal Data to VENDOR in accordance with applicable law, and (iii) will limit the Personal Data provided to VENDOR to Personal Data necessary to perform the Services. To provide the Services, SURS may also need to provide VENDOR with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event SURS provides VENDOR access to Restricted Personal Data, SURS will consult with VENDOR on appropriate measures (consistent with legal requirements and professional standards applicable to VENDOR) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to VENDOR, using encryption when transferring it to VENDOR, or providing it to VENDOR only during on-site review on SURS's site. SURS will provide VENDOR with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, SURS and VENDOR agree each may use unencrypted electronic media to correspond or transmit information that does not contain personal data and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. VENDOR will reasonably cooperate with SURS in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the SURS, as necessary to enable SURS to comply with its obligations under applicable data protection laws and to the extent related to Personal Data processed by VENDOR. In the event SURS requests VENDOR cooperation and VENDOR determines it will incur out of pocket expenses and spend professional time, VENDOR will provide SURS with an estimate of cost prior to providing cooperation in order to allow the parties to discuss the nature and extent of such cooperation. SURS will provide prompt written notice to VENDOR (with sufficient detailed instructions) of any request or other act that is requested to be performed by VENDOR. VENDOR shall promptly destroy, delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of SURS's Personal Data. If VENDOR uses a third-party provider, VENDOR will include terms no less restrictive than those set forth in this Data Protection Paragraph into an agreement with the provider.

26. INTELLECTUAL PROPERTY

Any deliverables, works, inventions, working papers, or other work product conceived, made or created by VENDOR in rendering the Services under this Agreement ("Work Product"), and all intellectual property rights in such Work Product will be owned exclusively by VENDOR. Further, VENDOR will retain exclusive ownership or control of all

intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement ("Materials"). The foregoing ownership will be without any duty of accounting.

27. NO TRANSFER OR ASSIGNMENT OF CLAIMS

No claim against VENDOR, or any recovery from or against VENDOR, may be sold, assigned or otherwise transferred, in whole or in part.

IN WITNESS WHEREOF, the State Universities Retirement System and _____ have caused this contract to be executed with the effective date referenced on page one of this Actuarial Audit Services Agreement.

Signed for and on behalf of:

STATE UNIVERSITIES RETIREMENT SYSTEM

Date: _____

By: _____
Suzanne M. Mayer, Executive Director

Signed for and on behalf of:

VENDOR

Date: _____

By: _____

Printed Name and Title