



Request for Proposal

Defined Contribution Consultant

ID: RFP-20-23-02

Issued August 1, 2022

**Responses due via email
by 4:30 p.m. CT on September 22, 2022**

Please include RFP ID on all correspondence

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I. Introduction

The State Universities Retirement System (SURS or the System) is requesting proposals from investment consulting firms to provide defined contribution consulting services to SURS investment staff and SURS Board of Trustees. This is a non-discretionary, full-retainer mandate. SURS will retain discretion over all manager/fund selection decisions. Respondents to this RFP are encouraged to describe ways in which they believe their firm's capabilities are unique and add compelling value. The consultant will report to the SURS Board of Trustees and will also be required to work with and provide assistance to the SURS investment and administrative staff. It is anticipated that SURS will enter into a five- (5) year contract with the consultant, in accordance with the provisions of section 113.14 of the Illinois Pension Code (40 ILCS 5/1-113.14).

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 240,000 members who work for 61 employers. SURS administers two defined contribution plans, the Retirement Savings Plan, with assets of approximately \$3.7 billion and the Deferred Compensation Plan (launched in 2021), with assets of approximately \$7 million. Within a defined benefit plan, SURS is also responsible for investing assets of more than \$23.5 billion in a diversified portfolio of U.S. and foreign stocks, bonds, real estate, and alternative investments.

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 provided by 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 primary offices are located in Champaign, Illinois 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, which include, without limitation, rules and regulations set forth in the Illinois Administrative Code adopted by the Joint Committee on Administrative Rules, Ill. Adm. Code Title 80. Part 1600.130, the SURS General Procurement Policy and the SURS Investment Procurement Policy. Proposers should be familiar with those procurement requirements as well. The selected proposer will be paid by SURS directly.

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

SURS' Defined Contribution Investment Program

SURS is the plan sponsor and administrator of a defined contribution plan established as of January 1, 1998, by the Illinois General Assembly as an amendment to the Illinois Pension Code through Illinois Public Act 90-0448. This plan is referred to as the Retirement Savings Plan (RSP) and is offered to employees of all SURS employers who elect to participate. This plan is a qualified money purchase pension plan under section 401(a) of the Internal Revenue Code. The assets of the RSP are maintained under a trust that is administered by the Plan Recordkeeper who is retained by the SURS Board of Trustees in accordance with the Illinois Pension Code. The trust assets are made up of account balances of individual members and forfeited employer contributions. The RSP plan is a core retirement option for members that elect to participate, as they do not pay into social security.

The RSP underwent a significant redesign that took effect in 2020, which included moving to a new recordkeeper (Voya), partnering with AllianceBernstein to create a custom lifecycle solution named the SURS Lifetime Income Strategy (LIS), and streamlining the core investment lineup. During the transition to the new recordkeeper, members were re-enrolled into the SURS LIS, the default option for the plan. In addition to LIS, members can choose from 15 other investment option in the core lineup that cover a broad range of asset classes.

The Deferred Compensation Plan (DCP), a 457(b) plan, was launched in spring 2021 and rolled out to SURS employers over the next several months. This plan provides eligible employees with supplemental retirement savings in individual participant accounts through employee contributions, optional employer contributions, and earnings. Currently 58 SURS employers have signed agreements for the DCP with 56 of those accepting enrollments into the plan. The plan had nearly 2,000 participants as of June 2022. Starting July 2023, new SURS members will be automatically enrolled into the DCP. Additional information on the SURS defined contribution program can be found by reading the documents attached in Appendix G, and at www.surs.org/rsp.

III. Services Required

The defined contribution consulting scope of services includes work in the following areas:

1. Assist SURS to construct and maintain a defined contribution investment program that is "best in class" for US public pension systems;
2. Provide recommendations for and assist in the monitoring and enhancement of SURS' plan structure(s);
3. Provide quarterly performance reporting;
4. Prepare an annual review of the investment program including development of important strategic and policy-related recommendations;

5. Assist with drafting RFPs for defined contribution vendors;
6. Identify and screen defined contribution vendor candidates and recommend top choices, with pros and cons;
7. Support staff in the selection, retention and ongoing monitoring of vendors and investment products consistent with the investment program and system goals;
8. Provide defined contribution marketplace research, new product education for board and staff, and provide general board education as requested/agreed;
9. Provide assistance in contract review and negotiation, including necessary amendments;
10. Review investment policy and suggest revisions;
11. Attend investment committee meetings when defined contribution items are being discussed;
12. Attend other staff and/or board meetings upon request;
13. Provide assistance and recommendations related to plan operations and communications as needed
14. Provide additional staff support as required/agreed;
15. Provide assistance on special projects upon request; and
16. Provide other services as required by SURS.

IV. Minimum Qualifications

Failure to satisfy each of the minimum qualifications will result in the immediate rejection of the proposal. The responder must address each of the qualifications substantiating how the responder satisfies each of the minimum qualifications. The responses must contain sufficient information as prescribed to assure SURS of its accuracy. Failure to provide complete information will result in rejection of the proposal. The proposer must certify in writing on the Minimum Qualifications Certification (Appendix B) that it meets all minimum qualifications. The certification must be signed by an individual who is authorized to bind the proposer contractually.

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

A cover letter, which will be considered an integral part of the proposal package, in the form of a standard business letter, must be signed by an individual authorized to bind the proposer 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 180 days beyond the deadline for submittal.
- b. A disclosure of any current business relationship or any current negotiations for prospective business with SURS, or with any member of the SURS Board of Trustees or SURS staff, or any party currently rendering services to SURS.
- c. A statement that the proposer 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.

Statement of Minimum Qualifications

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

Reference Checks

Reference checks will be conducted for each finalist.

Diversity Disclosure

The diversity disclosure in Appendix C to this RFP must be completed and returned as part of the proposal.

Compensation and Economic Opportunity Disclosure

The compensation and economic opportunity disclosure contained in Appendix D to this RFP must be completed and returned as part of the proposal.

Defined Contribution Consulting Questionnaire

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

Fee Proposal

The responder must complete the fee proposal in Appendix F.

Contract

This request for proposal is neither a contract nor meant to serve as a contract. It is anticipated that one or two of the proposals submitted in response to this RFP may be selected as the basis for negotiation of a contract with the proposer. 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 A, 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 proposer's response. Any questions or exceptions to the terms and conditions must be outlined as part of the proposer's response. However, SURS is not required to accept the proposer's exceptions. Any exceptions noted in the proposer's response will be addressed and discussed during the review process, but no changes will be made to the terms and conditions stated herein, unless the proposer and SURS both agree to include said changes in the final contract awarded under this RFP.

As part of this RFP process, including but not necessarily as a precursor to its acceptance of any best and final offer, SURS may require any proposers deemed reasonably susceptible to award to engage in discussions of specific contract language. Such discussions may be extensive, and may require the proposer to be represented by personnel with authority to agree to contractual language. SURS may request or require that proposers who engage in such discussions include the contract language that results from such discussions as part of a best and final offer, such that SURS' award to such a proposer will lead directly to contract execution on the agreed terms, without further

discussion or negotiation. The specifics of the terms and conditions agreed to as a result of such discussions may be a factor in SURS' award decision.

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.

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

Proposal Evaluation

All proposals received by deadline will be reviewed to determine whether they meet the requirements of this RFP. The primary factors that will be considered include, but will not necessarily be limited to:

- **Organization**
- **Resources**
- **Experience**
- **Service Team**
- **Thought Leadership**
- **Commitment to Diversity**
- **Independence**
- **Fees**

VIII. Anticipated Timeline and Contact Information

Schedule	Dates
Quiet Period Begins	August 1, 2022
RFP Issued	August 1, 2022

Responder Questions Due	August 16, 2022, 4:30 p.m. CT
Responses to Questions	August 25, 2022, 4:30 p.m. CT
RFP Responses Due On or Before	September 22, 2022, 4:30 p.m. CT
Evaluations	October & November 2022
Interviews	December 2022
Selection by SURS	February 2, 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 61820

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, September 22, 2022. Please reference “RFP-20-23-02 – Defined Contribution Consultant RFP Response” with the name of the responder in the subject line of your communications. An email confirmation will be sent confirming receipt of the proposal.

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, September 22, 2022. Please reference “RFP-20-23-02 – Defined Contribution Consultant RFP Response” 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, August 16, 2022. Please reference “RFP-20-23-02 – Defined Contribution Consultant RFP Response” 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, August 25, 2022, by 4:30 p.m. CT. The Q&A document will be posted on the SURS web site at <https://surs.org/rfp/rfp-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 and BAFO 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: August 1, 2022.

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.

Appendix A: 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. If responder 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 Agreement and Addendum is attached, responder 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.
13. 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: _____