

State Employees' Retirement System of Illinois



Request for Proposal for Medical and Psychiatric Document Review Services (System Reference # 26002)

Issued on May 1, 2026

Responses Due by 2:00 p.m. CST on June 1, 2026

Table of Contents

I. INTRODUCTION..... 1

II. SUMMARY DESCRIPTION OF SYSTEM 1

III. REQUIRED SERVICES 2

IV. PROPOSAL CONTENTS 5

V. SUBMISSION OF PROPOSALS 11

VI. EVALUATION PROCESS..... 12

VII. ANTICIPATED TIMELINE 14

VIII. GENERAL CONDITIONS..... 14

APPENDIX A: REFERENCE AUTHORIZATION LETTER 18

APPENDIX B: MINIMUM QUALIFICATIONS..... 19

APPENDIX C: FEE PROPOSAL..... 20

APPENDIX D: SAMPLE AGREEMENT..... 23

I. INTRODUCTION

The State Employees' Retirement System of Illinois ("SERS" or "System") is requesting proposals for medical and psychiatric document review services as described in the general specifications below. The proposals should be submitted to SERS on or before 2:00 p.m. CST on June 1, 2026, and must include the information specified in this Request for Proposal for Medical and Psychiatric Document Review Services (RFP).

The objective of this RFP is to solicit competitive proposals from qualified vendors in sufficient detail to permit objective evaluation of all proposals that may result in a contract to have a vendor review complex medical and psychiatric records, reports, and other documents presented by the System and make disability assessments based on this information. Additionally, at SERS request, the vendor will arrange for Independent Medical Examinations ("IME") and Independent Psychiatric Examinations ("IPE"). These services will be rendered from the date a contract is executed through June 30, 2031.

If you are interested in providing these services to SERS, please read the entire solicitation package and submit a proposal to the RFP in accordance with the instructions in this packet.

SERS is committed to increasing racial, ethnic, and gender diversity in all aspects of its utilization of vendors to provide goods and services to the System, to the greatest extent feasible, and within the bounds of financial and fiduciary prudence. To that end, the System strongly encourages minority-owned businesses, women-owned businesses, businesses owned by persons with a disability, and veteran-owned businesses to submit proposals in response to this RFP.

A vendor's preparation and submittal of a proposal or subsequent participation in 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 in accordance with the Illinois Freedom of Information Act (FOIA).

Offers that do not adhere to the form and content of the RFP requirements may not be considered.

II. SUMMARY DESCRIPTION OF SYSTEM

SERS is a \$27.6 billion public employee retirement system that disburses various benefits pursuant to the Illinois Pension Code, including retirement and survivor annuities, lump sum death benefits, employee contribution refunds, optional service purchases, and disability benefits.

Administration of SERS is statutorily assigned to a thirteen-member board of trustees, which consists of the State Comptroller, six persons appointed by the Governor with the advice and consent of the Senate, four elected active SERS participants who have at least 8 years of creditable service in SERS, and two elected annuitants of SERS. However, the day-to-day operations of SERS are overseen by its Executive Secretary and are delegated to a staff of approximately 115 employees located at SERS's main administrative office in Springfield, Illinois, and its satellite office in Chicago, Illinois.

One of the administrative functions performed by SERS is the supervision of a disability benefit program for SERS members. As part of that program, SERS annually processes through its Disability Section approximately 1,500 initial claims for three SERS-provided disability benefits: an occupational disability benefit, a nonoccupational disability benefit, and a temporary disability benefit. To become eligible for these benefits, an SERS-designated licensed health care professional must certify to SERS that the claimant is mentally or physically incapacitated such that the claimant cannot perform the duties of his or her position during the period for which benefits are being sought. To remain eligible for these benefits, a benefit recipient must provide to SERS, for its review, medical and psychiatric examination reports and any other requested information to substantiate the member's continued eligibility for disability benefits. Occasionally, SERS will order a claimant IME or IPE.

In addition, SERS's Disability Section annually performs a very limited number of disability reviews for other administrative units served by SERS. These reviews typically involve determining whether a member is unable "to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months" or "has become permanently disabled and, as a consequence, is unable to perform the duties of his or her [position]."

The purpose of this RFP is to identify a vendor with extensive and cross-disciplinary medical and psychiatric document review experience to assist SERS by having its network of licensed health care professionals confidentially examine the complex medical and psychiatric records, reports, and other documents presented to SERS by benefit claimants and to provide detailed and medically defensible written opinions and certifications on whether those documents demonstrate that the referred disability claimants are mentally or physically disabled, based on statutory criteria supplied by SERS. These vendor-provided opinions and certifications will be presented by the vendor to SERS for use by the SERS Disability Section (and other administrative units served by the Disability Section) in making benefit eligibility determinations, by board members called upon to review those determinations, and by attorneys tasked with defending those determinations.

III. REQUIRED SERVICES

SERS is requesting proposals from vendors with extensive and cross-disciplinary medical and psychiatric document review experience to examine, on a confidential basis, the complex medical and psychiatric records, reports, and other documents presented to it by SERS, and to provide written opinions from licensed health care professionals certifying whether those documents demonstrate that referred benefit claimants are mentally or physically disabled, based on statutory criteria supplied by SERS. Additionally, the vendor will provide access for a claimant or beneficiary to receive an IME or IPE. To that end, for each benefit claimant that is referred to it by SERS, the selected vendor shall arrange to have one or more of the licensed health care professionals in its network:

- A. examine and analyze all medical and psychiatric records, reports, and other documents provided by SERS for the referred individual to identify all mental and physical condition(s) that may have affected the individual during any period for which SERS benefits are sought;
- B. review the SERS-provided position description for the referred individual, if necessary;
- C. assess, based on statutory criteria supplied by SERS, whether, during the period for which SERS benefits are sought, the referred individual was or is mentally or physically disabled on account of the vendor-identified mental and physical condition(s);
- D. prepare and deliver to SERS within a reasonable time after receipt of all SERS-provided documents a written opinion for each referred claim that:
 - 1. summarizes the history of disease/injury, treatment, and diagnostic findings for the referred member;
 - 2. certifies to SERS:
 - (a) in the case of claims for SERS occupational, temporary, or nonoccupational disability benefits:
 - (i) whether the medical or psychiatric records, reports, and other documents provided by SERS for the referred member demonstrate the member's mental or physical incapacity such that the claimant cannot perform the duties set forth in the member's position description during the period for which disability benefits are sought; and
 - (ii) whether, based on those medical or psychiatric records, reports, and other documents, the member is expected to remain permanently and continuously incapacitated such that the member cannot perform the duties set forth in the member's position description and, if not, the date the member's disability ceased or might be expected to cease; and
 - (b) in the case of claims for SERS disabled survivor benefits:
 - (i) whether the examined medical or psychiatric records, reports, and other documents provided by SERS demonstrate that the referred survivor is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment; and
 - (ii) whether, based on those medical or psychiatric records, reports, and other documents, the survivor's impairment has lasted or is expected to last for a continuous period of not less than 12 months; and,

(c) in the case of other claims for benefits referred to it by SERS:

- (i) whether the examined medical or psychiatric records, reports, and other documents provided by SERS demonstrate that the referred individual is disabled for purposes of the statutory standard supplied by SERS; and
- (ii) whether, based on those medical or psychiatric records, reports, and other documents, the individual is expected to remain permanently and continuously disabled and, if not, the date the member's disability ceased or might be expected to cease; and

3. sets out detailed and medically defensible explanations for the certifications provided in the opinion;

E. When requested by SERS, arrange for the performance of IME/IPE:

1. IME/IPE Referral: The vendor will receive the IME or IPE referral, along with the disability claim-related documents via the secure web-portal.
2. IME/IPE Process: The vendor's medical evaluation coordinator ("MEC") will contact the disability applicant (SERS member) referred for an IME/IPE. The MEC is a specialized position created for coordinating all scheduling and notification aspects throughout the IME/IPE process. The initial call is to inform the applicant of the IME/IPE referral and to provide further explanation of what the applicant can expect as part of the IME/IPE process as well as:
 - (a) Prepare correspondence and notify the applicant of the scheduled appointment and that they will receive an appointment letter, including the dates, times, locations, directions, and names of the examining physician(s).
 - (b) Communicate that no medical or psychiatric records can be taken to the IME/IPE appointment.
 - (c) Provide SERS member with contact information of the MEC.
 - (d) Answer questions specific to the IME/IPE process the applicant may have.
 - (e) Contact the disability applicants and provide a courtesy reminder of the appointment within 48 hours of the appointment and inform the vendor's staff of unconfirmed appointments.
 - (f) Send Appointment Notification Letter.

- (g) Work with SERS to coordinate communications with SERS members relating to vendor providing the IME/IPE Services, including informing members that communications going forward will be from the vendor as opposed to from SERS.
- 3. IME/IPE Physician Examiner: The physician examiner will review the disability claim file (collateral medical and psychiatric records and data) prior to the examination, have familiarity with the specific criteria and questions needed to be evaluated, and provide comprehensive, accurate and thorough IME/IPE reports. The physician examiner will see each disability applicant in person, verify the identities of applicants, verify the amount of time spent with each disability applicant (medical and psychiatric records and the applicants themselves) and conduct an examination to provide opinions in accordance with SERS standard(s).
- 4. Quality Assurance Review: Following receipt of the draft IME/IPE Report from the physician examiner, the vendor's quality nurse reviewer ("QNR") will review for quality assurance purposes. The quality assurance review process includes assurance of compliance with SERS report format, correction of grammar and typographical errors, and ensuring clinically supported rationale in response to the questions posed. When any questions, clarifications, or issues are identified by the QNR, the "Draft Report" is presented back to the physician examiner for review and finalization. All quality issues are addressed prior to finalization of the Report.
- 5. IME/IPE Submission: SERS will be notified once the final IME/IPE Report has been received. SERS Staff can then securely download the final IME/IPE Report via our secure web-portal.
- 6. Reporting: The vendor will provide reporting to SERS as reasonably requested from time to time with respect to the IME/IPE Services.
- F. maintain confidentiality of all SERS-provided data;
- G. be available to testify on behalf of SERS in any deposition or judicial proceeding that involves the vendor's written opinion;
- H. be available to provide on-demand consultative services and reports to SERS staff concerning any claims that are referred to it, including, but not limited to, status updates to SERS regarding claims that have been referred to the vendor but for which a written opinion has not been provided to SERS.
- I. continuously provide the above services for a term beginning on the date of execution of a contract based on this RFP and June 30, 2031.

IV. PROPOSAL CONTENTS

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 in a separate section

preceded by an index tab to identify the subject of the section. The proposal must be formatted on consecutively numbered pages and include a table of contents. Failure to provide information in the prescribed format may result in rejection of the proposal. All responses will be subject to verification for accuracy. **Proposals containing false or misleading information will be rejected.**

A. Cover Letter

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

- (1) A statement that the vendor is capable of providing the required services, that the proposal meets all requirements of this RFP, and that the proposal tendered by the vendor will remain in full force and effect until (and may be accepted by SERS) at any time prior to July 1, 2026.
- (2) A statement by the vendor certifying that it is registered as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code, 30 ILCS 500/20-160, and acknowledges a continuing duty to maintain such registration under the Procurement Code or that it is not required to register under that provision; and that vendor acknowledges that any contract awarded as a result of this RFP is voidable under Section 50-60 of the Procurement Code if the vendor fails to comply with the business entity registration requirements. 30 ILCS 500/20-160; 30 ILCS 500/50-60.
- (3) A statement that the proposal is being made without fraud or collusion; that the vendor has not offered or received any finder's fees, inducements, or any other form of remuneration, monetary or non-monetary, from any individual or entity; and that the vendor has not conferred, or promised to confer, on any individual or entity, any payment, loan, advance, services, or any other form of remuneration in connection with the award of this engagement.
- (4) **A statement that the vendor is willing to enter into an agreement in the form attached to the RFP as Appendix D, including all certifications, disclosures, exhibits, and representations described or set out therein, and that the vendor acknowledges and understands that certain general provisions in the sample agreement mandated by Illinois state law to be included in contracts with agencies of the State of Illinois are not subject to negotiation.**
- (5) A reference to all matters required to be disclosed under Paragraph H below ("Other Disclosures").

- (6) A statement that the vendor acknowledges that all documents submitted in response to this RFP are subject to disclosure under FOIA, 5 ILCS 140, and the Illinois Open Meetings Act, 5 ILCS 120.
- (7) An acknowledgment by the signer that the information provided in the proposal is true and accurate, and that the signer is aware that pursuant to the Illinois Pension Code, 40 ILCS 5/1-135, any person who knowingly makes any false statement or falsifies or permits to be falsified any record of a retirement system or pension fund created under this Code (i.e., the SERS) in an attempt to defraud the retirement system or pension fund is guilty of a Class 3 felony.

B. Information about Vendor and Staff Available for Assignment

In addition to the required cover letter, the proposal must contain the following information about the vendor and its staff who are available for assignment on the SERS project:

- (1) The vendor's name, mailing address, phone number, and Federal Employer Identification Number (FEIN) and a general written description of the vendor, including its total number of employees and services offered.
- (2) A written statement identifying each licensed health care professional who will be assigned to perform work under the agreement with SERS, the individual's medical or psychiatric specialty, the individual's number of years of experience conducting medical or psychiatric reviews, and the individual's State license number. For purposes of this paragraph (2), the term, "licensed health care professional" has the meaning ascribed to it in Section 14-103.42 of the Illinois Pension Code (40 ILCS 5/14-103.42).
- (3) The name, title, phone number, e-mail address, and mailing address of the primary representative available for assignment on the engagement and a copy of that person's résumé or a brief written summary of professional experience.

C. Vendor's Medical and Psychiatric Document Review Services Experience

In addition to the information required above, the vendor shall also include in its proposal the following information concerning the vendor's experience providing medical and psychiatric document review services:

- (1) A written description of the vendor's experience in providing medical and psychiatric document review services for public retirement systems and/or other types of clients, including a list of the public retirement systems and/or other clients for which the vendor has previously provided any of the services identified in Section III above.
- (2) At least one sample of a written disability recommendation prepared by the vendor for a public retirement system.

- (3) Contact information, including the names, addresses, telephone numbers, and e-mail addresses, as well as completed “Reference Authorization Letters” for clients that SERS may contact as references, including at least three (3) former client references for which the vendor has performed, within the last three (3) years, medical and psychiatric review services similar to those described in this RFP and at least one current client reference for which the vendor has performed, within the last three (3) years, medical and psychiatric review services similar to those described in this RFP. *See* “Appendix A: Reference Authorization Letter” for the text to be included in each of the Reference Authorization Letters.

D. Vendor’s Approach to Required Services and Timetable for Completion

In addition to the information required above, the vendor shall also include in its proposal the following information concerning the vendor’s approach to the required services and its timetable for completion of those services:

- (1) One- to three-page written description of the vendor’s understanding of the requested services, including its proposed approach in providing services required under Section III above.
- (2) Proposed outline of the vendor’s medical and psychiatric review process, including the timeline associated with completing the review.

E. Statement of Minimum Qualifications

The vendor must complete and include in its response the Minimum Qualifications Certification on the form contained in Appendix B.

F. Fee Proposal

The vendor must submit a written fixed fee proposal for the services described in Section III (“Services Required”). The fee proposal shall cover and include all planning, fieldwork, administrative, third-party, travel, and other costs, and it shall be in the format prescribed in Appendix C. Any deviation from the prescribed format which in the opinion of SERS is material may result in the rejection of the proposal. The proposed fee shall include all expenses for providing the services to SERS as described in this RFP.

If SERS does not consider the proposal price to be fair and reasonable and cannot negotiate an acceptable price, then SERS reserves the right to cancel the award and take appropriate action to meet its needs. SERS will determine whether the cost is fair and reasonable by considering the proposal, including the vendor’s qualifications, the price proposed, other known prices, the project budget, and other relevant factors.

G. Contract

This RFP 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 selected vendor. Such a contract is presently contemplated to contain, at a minimum, the terms and conditions set forth in the sample agreement included as Appendix D, but the contract will also incorporate the terms of the proposal submitted, as finally negotiated and approved by SERS. SERS reserves the right to negotiate additions, deletions, or modifications to the sample agreement and/or the terms of proposals submitted.

Certain provisions in the sample agreement are required by the State of Illinois and are therefore not subject to negotiation. **Thus, it is critically important that vendors submitting proposals clearly and thoroughly identify any and all contractual concerns in their written proposal. Material changes to the sample agreement may preclude the proposal from further consideration.** A vendor that waits until contract negotiation to object to SERS contract terms may be precluded from further consideration.

H. Other Disclosures

In addition to the information required above, the vendor shall also include in its proposal the following information:

- (1) A written statement that identifies and thoroughly describes any investigation, non-routine examination, complaint, disciplinary action, or other proceeding of or against the vendor (or any individual who the vendor will use to provide services for SERS) that was commenced by any state or federal regulatory body or professional organization during the past five (5) years.
- (2) A disclosure of all potential conflicts of interests that might exist if the vendor is awarded the contract, including any current business relationship or any current negotiations for prospective business with SERS, or with any member of the SERS Board of Trustees or SERS staff, or any party currently rendering services to SERS. Provide a detailed statement explaining why such relationships do not constitute a conflict of interest.

I. Measuring Progress Toward SERS's Diversity Goal

The vendor must indicate in its response whether it is (or is not) a minority-owned business, woman-owned business, or business owned by a person with a disability, as those terms are defined in Section 2 of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/2), which is available online at the following address: <https://www.ilga.gov/legislation/ilcs/fulltext.asp?DocName=003005750K2>. SERS has established an aspirational goal, as well as an inclusion policy, to use businesses owned by minorities, women, and persons with disabilities for not less than the percentage specified in paragraph (10) of Section 1-109.1 of the Illinois Pension Code for all contracts awarded and purchases made by SERS. To ensure that it is making progress toward its aspirational goal

established under Section 1-109.1, SERS will require the selected vendor to certify whether it is a minority-owned business, woman-owned business, or business owned by a person with a disability. *See* the “Supplemental Diversity Certification” form in Exhibit B of the sample agreement for the required certification to SERS.

J. Cybersecurity Practices

The vendor must also include in its response the following information concerning its current cybersecurity practices:

- (1) a written description of and, if available, copies of its information security standards, practices, and policies;
- (2) a written description of actions that it takes to validate its cybersecurity practices and compliance with its cybersecurity policies;
- (3) a list of the cybersecurity standards that it meets and has implemented;
- (4) a list of its cybersecurity breaches within the last 5 years, if any, and its response to those breaches; and
- (5) a list of the insurance policies, if any, which it carries and which would cover SERS losses resulting from cybersecurity or identity theft breaches, as well a statement of the amount of coverage that will be maintained under those policies during the period when services would be provided by the vendor.

K. Standard Forms Required for a Responsive Proposal

If a vendor will not be using an Illinois Procurement Gateway (“IPG”) Registration Number and will instead be completing Vendor Disclosure (Formerly Forms A) ([Solicitation and Contract Templates and Forms](#)), then the vendor must submit the following forms:

- Business and Directory Information: The vendor shall complete and return the “Business and Directory Information” form in Vendor Disclosure, Part 1.
- Illinois Department of Human Rights Public Contracts Number: The vendor shall complete and return the “IDHR Public Contracts Number” form in Vendor Disclosure, Part 2.
- Authorized to Transact Business or Conduct Affairs in Illinois: A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity prior to submitting a bid and authorized to transact business or conduct affairs in Illinois prior to execution of the contract. For more information, see “Authorized to Transact Business or Conduct Affairs in Illinois” in Vendor Disclosure, Part 3.

- Standard Illinois Certifications: The vendor shall complete and return the “Standard Illinois Certifications” form in Vendor Disclosure, Part 4.
- State Board of Elections: The vendor may be prohibited from making political contributions and be required to register with the State Board of Elections. For more information, see “State Board of Elections” in Vendor Disclosure, Part 5.
- Disclosure of Business Operations in Iran: The vendor shall complete and return the “Disclosure of Business Operations in Iran” form in Vendor Disclosure, Part 6.
- Financial Disclosures and Conflicts of Interest: The vendor shall complete and return the “Financial Disclosures and Conflicts of Interest” form in Vendor Disclosure, Part 7.
- Taxpayer Identification Number: The vendor shall complete and return the Taxpayer Identification form in Vendor Disclosure, Part 8.

If a vendor will be using an IPG Registration Number and will instead be completing IPG Active Registered Vendor Disclosure (Formerly Forms B) ([Solicitation and Contract Templates and Forms](#)), then the vendor must provide:

- Active IPG registration number with expiration date.
- Disclosure of lobbyists for vendor and parent entity(ies).
- Disclosure of pending and current contracts.
- Certifications timely to this solicitation.

V. SUBMISSION OF PROPOSALS

All proposals must be received at the address designated below by **no later than 2:00 P.M. CST on June 1, 2026**. Submit three (3) hard copies of your proposal and one (1) copy in a .pdf format on CD-ROM or thumb/jump drive to:

Robert Cooper
State Retirement Systems
Director of Administrative Services
2101 S. Veterans Parkway
Springfield, IL 62704

Proposals must be submitted in one or more sealed envelope/package(s). One of the hard copies must be marked as the “Master Copy” and submitted in a loose-leaf, three-ringed binder which displays the vendor’s name on the outside front cover. **Do not submit the Master Copy with spiral binding.**

Clearly identify the outside of each sealed proposal package with the vendor's name and return address in the upper left-hand corner and the statement **"SEALED PROPOSAL- DO NOT OPEN - Response to Request for Proposal for Medical and Psychiatric Document Review Services (SERS)."** Failure to clearly identify the outside of the proposal package may result in the rejection of the proposal. SERS is not responsible for receipt of any proposal which is improperly labeled.

SERS accepts no responsibility for lost and/or late delivery of proposals. Whether mailed, hand-delivered, or delivered by carrier, the vendor is responsible for timely delivery on or before the above date and time. **Proposals that arrive late for any reason whatsoever, including mail delay or any other cause beyond the control of the vendor, will not be considered and will not be returned to the vendor.**

Except as specifically requested by SERS, submission of proposals or any portion thereof via facsimile transmission, electronic, or magnetic media is not allowed.

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

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

VI. EVALUATION PROCESS

A. Pre-Evaluation Review

Each proposal package will be date-stamped when received and will be inspected to ensure that it is properly sealed and labeled. Proposals not passing this inspection may not be accepted. Proposals will be reviewed to determine if they contain all materials specified in this RFP. Those vendors who do not submit all specified materials in the prescribed format may be rejected.

B. Proposal Evaluation

Proposals that pass the pre-evaluation review will undergo an evaluation process conducted by SERS staff. SERS will consider the following factors in the decision process, ranked in no specific order, and will render a decision based on the perceived best value for the engagement. Proposals will be evaluated based on criteria, including:

- (1) the vendor's responsiveness and responsibility;
- (2) the vendor's understanding of the services requested;
- (3) the vendor's capacity to provide the required services, as demonstrated by:
 - (A) qualifications of the licensed health care professionals to be assigned to this project, particularly regarding relevant experience conducting medical and

- psychiatric reviews and medical and psychiatric document reviews for public retirement systems;
- (B) the experience of the vendor and its staff in providing medical and psychiatric review and medical and psychiatric document review services to public retirement systems; and
- (C) written recommendations from other engagements;
- (4) the quality, conciseness, clarity, and completeness of the vendor's proposal;
- (5) soundness of the vendor's approach and quality of the proposed services;
- (6) the timeliness with which the required services will be provided; and
- (7) cost.

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

SERS reserves the right to amend any segment of the RFP prior to the announcement of a successful vendor. In such an event, all vendors who submitted a proposal by the deadline on June 1, 2026, will be afforded the opportunity to revise their proposal to accommodate the RFP amendment.

SERS reserves the right to reject any or all proposals submitted. There is no express or implied obligation for SERS to reimburse for any expenses incurred in preparing proposals in response to this RFP.

C. Vendor Responsiveness and Responsibility

As noted above, two of the criteria that will be evaluated by SERS are the vendor's responsiveness and responsibility.

(1) Responsiveness

For purposes of this solicitation, a responsive vendor is one who submits a proposal that conforms in all material respects to this RFP and includes all the materials and completed copies of the forms described in Section IV. SERS will determine whether the proposal meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet SERS's needs may be accepted or corrections allowed. If no vendor meets a particular requirement, SERS may waive that requirement. SERS will determine whether the proposal complied with the instructions for submitting proposals.

(2) Responsibility

For purposes of this solicitation, a responsible vendor is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will ensure good faith performance and who is not a prohibited bidder. SERS determines whether the vendor is a "responsible" vendor (i.e., a vendor with whom SERS can or should do business). For example, SERS may consider the following:

A “prohibited bidder” includes any person assisting an employee of SERS or State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or providing similar assistance unless such assistance was part of a publicly issued opportunity to review drafts of all or part of these documents. For purposes of this section, an employee of the State of Illinois means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State contract. No person or business shall submit specifications to SERS or a State agency unless requested to do so by an employee of the State. No person or business that contracts with SERS or a State agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.

Other factors that SERS may evaluate to determine responsibility include, but are not limited to: political contributions, certifications, conflicts of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the vendor), compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required maintenance service or other matters relating to the vendor’s ability to deliver in the quality and quantity within the time and price as specified in this solicitation. Selected vendor must always have financial resources sufficient, in the opinion of SERS, to ensure performance of the contract and must provide proof upon request. SERS may require a performance bond if, in the opinion of SERS, it ensures performance of the contract. If the vendor lacks the financial resources to perform under the contract, SERS may terminate the contract, consistent with the termination for cause provision thereof. SERS may require that a vendor correct any deficiencies as a condition of further evaluation.

VII. ANTICIPATED TIMELINE (SUBJECT TO CHANGE AT SERS DISCRETION)

TIMETABLE

Date RFP is Issued and Information is Made Available Online	May 1, 2026
Deadline for Receipt of RFP-Related Questions and Requests for Additional Information	May 15, 2026
SERS’s Deadline for Response to RFP-Related Questions and Requests for Additional Information	May 22, 2026
Deadline for Delivery of Proposals	June 1, 2026
Last Day for Selected Vendor to Sign Contract	July 1, 2026

VIII. GENERAL CONDITIONS

A. Clarification of the RFP

To maintain the integrity of the RFP process, interested vendors are expected to respond to this RFP to the best of their understanding. Vendors must not contact, directly or indirectly, SERS staff or Trustees about this RFP. If a vendor discovers an error in this RFP or has a request for additional information about the RFP, the vendor should notify the Director of Administrative Services for the State Retirement Systems, Mr. Robert Cooper, no later than May 15, 2026, at the following email address: robert.cooper@srs.illinois.gov. If SERS deems necessary or appropriate it may clarify or modify any part of this RFP or respond to a request for additional information about the RFP by posting one or more notices on the SERS website prior to May 22, 2026. Vendors should communicate about this RFP only with Mr. Cooper, who is the single point of contact for this solicitation. Neither the State nor SERS shall be held responsible for information provided by or to any other person.

B. Restrictions on Communications

Vendors must not discuss or share the contents of their proposals with other potential vendors. SERS policy and Illinois state ethics law strictly limit communication during the search process. **Any attempt to initiate direct or indirect contact with SERS staff or SERS Trustees, other than as specifically stated in this RFP, will disqualify the vendor from further consideration.**

C. Prior Deficiencies

A vendor that is or has been deficient in current or recent contract performance in dealing with SERS or other clients may be disqualified unless the deficiency is shown to have been beyond the reasonable control of the vendor. SERS may reject a proposal from any vendor that is in default on any debt owed to, or contract with, SERS or other clients, or that is in default as surety or otherwise, upon any obligation to SERS, or has failed to perform faithfully any previous contract with SERS. Newly formed vendors having substantially the same owners, officers, directors, or beneficiaries as a previously existing non-responsible vendor may be disqualified unless the new organization can prove it was not set up for the purpose of avoiding an earlier declaration of non-responsibility.

D. No Confidentiality

Proposals become the property of SERS upon submittal, and late submissions will not be returned. All proposals will be open to the public under FOIA (5 ILCS 140/) and other applicable laws and rules, unless the vendor requests in its proposal that SERS treat certain information as confidential. A request for confidential treatment will not supersede SERS's legal obligations under FOIA. SERS will not honor requests to keep entire proposals confidential. Vendors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, SERS will disclose the successful vendor's name, the substance of the proposal, and the price if a contract is awarded.

If a vendor requests confidential treatment of any portion of its proposal, the vendor must submit an additional copy of the proposal with the proposed confidential information redacted. This redacted copy must describe the general nature of the material removed and must retain as much of the underlying proposal as possible. In a separate legal memorandum, the vendor

shall supply a listing of each of the specific provisions that it has redacted and shall offer a detailed explanation of the statutory basis or bases under Illinois law for the redacted provision to be exempted from public disclosure.

Vendors will hold harmless and indemnify the State of Illinois, SERS, the Board of Trustees of SERS, SERS staff and any legal representatives of the preceding for all costs and damages associated with defending vendor's request for confidential treatment. Vendors agree that SERS may copy the proposal to facilitate evaluation, or to respond to requests for public records. Vendors warrant that such copying will not violate the rights of any third party.

E. Responsibilities of Applicant and Awarded Vendors

Each vendor must read and understand this RFP and tailor its proposal and all activities to ensure compliance with the requirements of the RFP and all applicable State and federal laws and regulations and SERS policies. This competitive process may require that the vendor provide additional information and otherwise cooperate with SERS. If a vendor does not comply with requests for information and cooperate, SERS may reject the proposal as non-responsive to the solicitation. Applicant vendors are responsible for all costs incurred in the vendor's preparation or submission of a proposal. Awarded vendors shall not commence, and will not be paid for, any billable work undertaken prior to the date all parties execute the contract, unless approved in writing in advance by the SRS Director of Administrative Services.

F. SERS Duties and Reservation of Rights

SERS reserves the right to amend the solicitation, reject any or all proposals, issue an award by item/services, group of items/services, or grand total, and waive immaterial defects. Waiver of an immaterial defect shall in no way modify the RFP or excuse a vendor from full compliance with all requirements in the RFP. SERS reserves the right to request clarification, inspect vendor's premises, interview staff, request a presentation, or otherwise verify the contents of the proposal, including information about subcontractors and suppliers. SERS may request best-and-final proposals when appropriate. SERS will make all decisions on compliance, evaluation, and terms and conditions, and shall make decisions in the best interests of SERS and in accordance with Board procurement policies and applicable State and Federal statutes and regulations. Nothing in this RFP or any resulting contract shall preclude SERS from procuring similar services from other sources.

G. Award

SERS is not obligated to award a contract pursuant to this RFP. If SERS issues an award, the award will be made to the responsible and responsive vendor whose proposal best meets the needs of SERS as articulated in Section VI of this RFP. However, if SERS does not consider the price to be fair and reasonable and negotiations fail to meet an acceptable price, then SERS reserves the right to cancel the award and take appropriate action to meet the needs of SERS. SERS will determine whether the price is fair and reasonable by considering the proposal, including the vendor's qualifications, the vendor's reputation, all prices submitted, other

known prices, the project budget and other relevant factors. SERS may post a notice to its website identifying the apparent responsible and responsive vendor whose proposal best meets the needs of SERS as articulated in Section VI of this RFP. Vendors are responsible for monitoring the website. Posting a vendor's name on the SERS's website does not entitle the vendor to a contract.

H. Reference Checks

Reference checks may be conducted for each qualified vendor. Please provide a reference authorization letter in the format prescribed in Appendix A for each reference.

I. Equal Opportunity

SERS 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 SERS's intent to comply with all state, federal, and local equal employment and opportunity laws and public policies.

Appendix A: Reference Authorization Letter
[On vendor letterhead]

[Month, Day, Year]

[Reference Name]

[Reference Title]

[Company Name]

[Reference Address]

[City, State, Zip]

Dear [Reference Name]:

(Vendor name) has submitted a proposal to provide medical and psychiatric document review services to the State Employees' Retirement System of Illinois ("SERS"). SERS is conducting its due diligence with regard to *(vendor name)*. Through this written authorization, *(vendor name)* hereby authorizes any individual, business, corporation, retirement system, state agency, or other entity to release any facts and information it may have concerning *(vendor name)*, its principals, employees, and agents, to SERS.

A copy of this authorization may be used as if it were an original. Thank you for your assistance.

Sincerely,

(Vendor name)

(Authorized signature and title)

Appendix B: Minimum Qualifications

The following experience and qualifications are required for this project. If the requirement will be met by the vendor, the representative of the vendor must initial on the line to the left of the requirement and sign and date this form.

- _____ (1) Vendor represents and warrants to SERS that each individual who will provide a written opinion to SERS in response to a referred claim is a licensed health care professional, as defined under Section 14-103.42 of the Illinois Pension Code (40 ILCS 5/14-103.42).
- _____ (2) Vendor represents and warrants to SERS that it has at least five years of experience in administering medical and psychiatric document reviews for disability benefit programs administered by public retirement systems or pension funds.
- _____ (3) Neither the representatives to be employed on the project nor the vendor have any actual or potential conflicts of interest with SERS, the Board of Trustees of SERS, or staff of SERS.

Representative Signature

Date

Appendix C: Fee Proposal

This fee proposal shall include all fees, expenses, and costs related to the services provided. A fee proposal is required and should include all out-of-pocket expenses attributable to the performance of services, i.e., all travel expenses, including, but not limited to, lodging, transportation, meals, telephone, facsimile, Internet, or other communication devices, postage, delivery, copying, clerical time, and overtime.

I. Fee to Review Documents and Prepare Written Opinion

Please provide the rate(s) that would be charged by a vendor to have the services described in Paragraphs A through I of Section III of this RFP performed on behalf of SERS by a licensed health care professional. Provide this information using a schedule of rates, per hour, or a flat fee per medical document review basis. If you intend to use a flat hourly rate or flat fee for all medical or psychiatric specialties, please indicate that flat rate. If you intend to use a separate hourly rate or flat fee for each individual specialty, please detail the hourly rate or flat fee for each specialty. Any additional fees or charges associated with a medical document review not included in the flat hourly rate or flat fee must be identified.

\$	Allergy	\$	Cardiology
\$	Dermatology	\$	Ears, Nose, Throat
\$	Endocrinology	\$	Gastroenterology
\$	Hematology	\$	Immunology
\$	Internal Medicine	\$	Neurology
\$	Oncology	\$	Ophthalmology
\$	Orthopedics	\$	Pathology
\$	Psychiatry	\$	Pulmonology
\$	Radiology	\$	Rheumatology
\$	Urology	\$	Other Specialties

Percentage Rate Paid to Licensed Health Care Professional: _____ %

Percentage Rate Paid for Other Administrative Expenses: _____ %

II. Fee to Provide Expert Testimony

Please attach a quote on the expected costs to have the licensed health care professionals who provide the services described in Section III testify on behalf of SERS in any deposition or judicial proceeding that involves the vendor's written opinions. Provide this information using a schedule of rates, per hour, for such services. The expectation is that the vendor will provide a rate sheet with various medical and psychiatric specialties and associated rates per hour. If your charges are unique to each examining licensed health care professional, please provide details. If

you only expect to charge based on a flat rate for all specialties, please provide that rate and explain the type of services covered by the flat rate.

III. Fee to Provide Other Consultative Services

Please attach a quote on the expected costs to provide other consultative services and reports requested by SERS under Paragraph H of Section III of this RFP.

IV. Fee to provide Independent Medical or Psychiatric Examination

Please attach a quote on the expected costs to provide IME/IPE services requested by SERS under Paragraph E of Section III of this RFP. Provide this information using a schedule of rates, per hour, or a flat fee per IME/IPE basis. If you intend to use a flat hourly rate or flat fee for all medical or psychiatric specialties, please indicate that flat rate. If you intend to use a separate hourly rate or flat fee for each individual specialty, please detail the hourly rate or flat fee for each specialty. Any additional fees or charges associated with an IME/IPE not included in the flat hourly rate or flat fee must be identified.

	Cost per IME
a. Orthopedic	\$
b. Occupational Medicine	\$
c. Internal Medicine	\$
d. Neurology	\$
e. Physical Medicine and Rehabilitation	\$
f. Psychiatric (including virtual IPE)	\$
g. All other specialties	\$
h. Late Cancellations/No Shows	\$

Please check the following statement as it pertains to travel expenses:

_____ The above costs DO include all expected travel expenses and those expenses will not be billed separately to SERS.

I, _____, licensed to conduct business in the State of Illinois and an authorized representative of the vendor, have reviewed and understand the SERS RFP Issued on May 1, 2026, and the vendor is authorized to provide the services described in this RFP for the above costs.

Vendor's Name

Name of Person Authorized to Bind Vendor

Position of Person Authorized to Bind Vendor

Address

Telephone

Signature

Date

Appendix D: Sample Contract

On the following pages are the base agreement and exhibit(s) that contain the minimum terms and conditions that SERS anticipates including in the contract that will be negotiated to procure the services described in this RFP. Note that the selected vendor (hereinafter “Vendor”) will also be required to provide to SERS either (i) IPG Active Registered Vendor Disclosure (Formerly Forms B) OR (ii) Vendor Disclosure (Formerly Forms A). If you will not be using an IPG Registration Number, then you must complete Vendor Disclosure (Formerly Forms A), which is available online at the following address: [Solicitation and Contract Templates and Forms](#). If you will be using an IPG Registration Number, then you must complete IPG Active Registered Vendor Disclosure (Formerly Forms B), which is also available online at the following address: [Solicitation and Contract Templates and Forms](#).

STATE EMPLOYEES' RETIREMENT SYSTEM OF ILLINOIS
CONTRACT
for Medical and Psychiatric Document Review Services

System Reference # 26002

The Parties to this State Employees' Retirement System of Illinois Contract for Medical and Psychiatric Document Review Services ("Contract" or "Agreement") are the State Employees' Retirement System of Illinois ("SERS" or "System"), a retirement system established under and pursuant to the laws of the State of Illinois, and [Vendor name], a [State] [business type] with its principal place of business at [location/city] ("Vendor").

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway (IPG) Certifications and Disclosures?

☐ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

STATE EMPLOYEES' RETIREMENT SYSTEM OF ILLINOIS
CONTRACT
for Medical and Psychiatric Document Review Services

System Reference # 26002

Vendor Name:	Address:
Signature:	Phone:
Printed Name:	Fax:
Title:	Email:
Date:	

State Employees' Retirement System of Illinois	Phone: 217-785-7016
Street Address: 2101 S. Veterans Parkway	Fax: 217-524-9039
City, State ZIP: Springfield, IL 62704	
Official Signature:	Date:
Printed Name: Timothy B. Blair	
Official's Title: Executive Secretary	
Official Signature:	
Printed Name: Kristi Conrad	
Official's Title: Accounting Division Manager	
Official Signature:	
Printed Name: Jacob W. Schlosser	
Official's Title: General Counsel	

AGENCY USE ONLY**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #:
- Project Title:
- Contract #:
- Procurement Method (IFB, RFP, Small Purchase, etc.):
- IPB Reference #:
- IPB Publication Date:
- Award Code:
- Subcontractor Utilization? ☐ Yes ☐ No Subcontractor Disclosure? ☐ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☐ No Percentage:
- Minority Owned Business? ☐ Yes ☐ No Percentage:
- Women Owned Business? ☐ Yes ☐ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☐ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☐ No Percentage:
- Other Preferences?

1. DESCRIPTION OF SERVICES

- 1.1. **SERVICES REQUIRED:** SERS requires Vendor to perform medical and psychiatric document review services to aid SERS in the administration of its disability reviews. Through the request for proposal process, SERS has determined that Vendor meets all qualifications described in the Request for Proposal for Medical and Psychiatric Document Review Services, dated [RFP date] (RFP) and is capable of providing the requested services.
- 1.2. **MILESTONES AND DELIVERABLES:** In accordance with the terms of this Contract, Vendor shall, at the direction of the Board of Trustees of SERS, the Executive Secretary of SERS, and their designees, arrange to have one or more of the licensed health care professionals in its network:
 - 1.2.1. examine and analyze all medical and psychiatric records, reports, and other documents provided by SERS for the referred individual to identify all mental and physical condition(s) which may have affected the individual during any period for which SERS benefits are sought;
 - 1.2.2. review the SERS-provided position description for the referred individual, if necessary;
 - 1.2.3. assess, based on statutory criteria supplied by SERS, whether, during the period for which SERS benefits are sought, the referred individual was or is mentally or physically disabled on account of the vendor-identified mental and physical condition(s);
 - 1.2.4. prepare and deliver to SERS within a reasonable time after receipt of all SERS-provided documents a written opinion for each referred claim that:
 - 1.2.4.1. summarizes the history of disease/injury, treatment, and diagnostic findings for the referred member;
 - 1.2.4.2. certifies to SERS:
 - 1.2.4.2.1. in the case of claims for SERS occupational, temporary, or nonoccupational disability benefits:
 - 1.2.4.2.1.1. whether the medical or psychiatric records, reports, and other documents provided by SERS for the referred member demonstrate the member's mental or physical incapacity such that the member cannot perform the duties set forth in the member's position description during the period for which disability benefits are sought; and
 - 1.2.4.2.1.2. whether, based on those medical or psychiatric records, reports, and other documents, the member is expected to remain permanently and continuously incapacitated such that the member cannot perform the duties set forth in the member's position description and, if not, the date the member's disability ceased or might be expected to cease; and
 - 1.2.4.2.2. in the case of claims for SERS disabled survivor benefits:
 - 1.2.4.2.2.1. whether the examined medical or psychiatric records, reports, and other documents provided by SERS demonstrate that the referred survivor is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment; and
 - 1.2.4.2.2.2. whether, based on those medical or psychiatric records, reports, and other documents, the survivor's impairment has lasted or is expected to last for a continuous period of not less than 12 months; and
 - 1.2.4.2.3. in the case of other claims for benefits referred by SERS:
 - 1.2.4.2.3.1. whether the examined medical or psychiatric records, reports, and other documents provided by SERS demonstrate that the referred individual is disabled for purposes of the statutory standard supplied by SERS; and
 - 1.2.4.2.3.2. whether, based on those medical or psychiatric records, reports, and other documents, the individual is expected to remain permanently and continuously disabled and, if not, the date the member's disability ceased or might be expected to cease; and
 - 1.2.4.3. sets out detailed and medically defensible explanations for the certifications provided in the opinion;

1.2.5. Independent Medical Examinations/Independent Psychiatric Examinations (IME/IPE):

1.2.5.1. IME/IPE Referral: Vendor will receive the IME or IPE referral, along with the disability claim related documents via the secure web-portal.

1.2.5.2. IME/IPE Process: Vendor will contact the disability applicant (SERS member) referred for an IME/IPE and coordinate all scheduling and notification aspects throughout the IME/IPE process. The initial call is to inform the applicant of the IME/IPE referral and to provide further explanation of what the applicant can expect as part of the IME/IPE process as well as:

1.2.5.2.1. Prepare correspondence and notify the applicant of the scheduled appointment and that the applicant will receive an appointment letter, including the dates, times, locations, directions, and names of the examining physician(s)

1.2.5.2.2. Communicate that no medical or psychiatric records can be taken to the IME/IPE appointment

1.2.5.2.3. Provide the SERS member with contact information of the medical evaluation coordinator

1.2.5.2.4. Answer questions specific to the IME/IPE process the applicant may have

1.2.5.2.5. Contact the disability applicants and provide a courtesy reminder of the appointment within 48 hours of the appointment and inform Vendor's staff of unconfirmed appointments

1.2.5.2.6. Send Appointment Notification Letter

1.2.5.2.7. Vendor will work with SERS to coordinate communications with SERS members relating to Vendor provision of IME/IPE Services, including informing members that communications going forward will be from Vendor, not SERS.

1.2.5.3. IME/IPE Physician Examiner: The physician examiner will review the disability claim file (collateral medical and psychiatric records and data) prior to the examination, have familiarity with the specific criteria and questions needed to be evaluated, and provide comprehensive, accurate and thorough IME/IPE reports. The physician examiner will see each disability applicant in person, verify the identities of applicants, verify the amount of time spent with each disability applicant (medical and psychiatric records and the applicants themselves) and conduct an examination to provide opinions in accordance with SERS standard(s).

1.2.5.4. Quality Assurance Review: Following receipt of the draft IME/IPE Report from the physician examiner, the Vendor's quality nurse reviewer ("QNR") will review for purposes of quality assurance. The quality assurance review process includes assurance of compliance with SERS report format, correction of grammar and typographical errors, and ensuring clinically supported rationale in response to the questions posed. When any questions, clarifications, or issues are identified by the QNR, the "Draft Report" is presented back to the physician examiner for review and finalization. All quality issues are addressed prior to finalization of the Report.

1.2.5.5. IME/IPE Submission: SERS will be notified once the final IME/IPE Report has been received. SERS staff can then securely download the final IME/IPE Report via the SERS secure web-portal.

1.2.5.6. Reporting: The Vendor will provide reporting to SERS as reasonably requested from time to time with respect to the IME/IPE Services.

1.2.6. maintain confidentiality of all SERS-provided data;

1.2.7. be available to testify on behalf of SERS in any deposition or judicial proceeding that involves the vendor's written opinion; and

1.2.8. be available to provide on-demand consultative services and reports to SERS staff concerning any claims that are referred to it, including, but not limited to, status updates to SERS regarding claims that have been referred to Vendor but for which a written opinion has not been provided to SERS.

1.3. **VENDOR / STAFF SPECIFICATIONS:** Vendor represents and warrants that it has at least five years of experience in administrating medical and psychiatric document reviews for disability benefit programs administered by public retirement systems or pension funds; that the medical and psychiatric document review

services that it provides under this Contract will be performed by licensed health care professionals as defined under Section 14-103.42 of the Illinois Pension Code (40 ILCS 5/14-103.42); and that it does not have any actual or potential conflicts of interest with SERS, its Board of Trustees, or its staff. Vendor further represents and warrants that neither Vendor, nor any agent or employee thereof performing services pursuant to this Contract, are involved in any disciplinary action involving the provision of medical or psychiatric services. Vendor shall, during the term of this Contract, immediately notify SERS if Vendor or any agent or employee thereof performing services under this Contract become the subject of a disciplinary action concerning the provision of medical or psychiatric services.

Vendor assumes all liability for damage or loss resulting from the wrongful acts or negligence of its employees and agents while they are on SERS property or performing services on behalf of SERS. Vendor is solely liable for any injuries that occur to its employees or agents while they are on SERS property or performing services on behalf of SERS. In addition, Vendor shall provide all personal protective equipment needed to guard its agents and employees from infectious agents that may be encountered on SERS property or when performing services under this Contract. Vendor shall also be solely responsible and liable for implementing any protocols needed to protect its employees and agents from exposure to infectious agents when on SERS property or performing those services.

Vendor affirms that all warranties, certifications, and if applicable, financial disclosures and conflicts of interest contained in this Contract or attached hereto as incorporated Exhibits are true and accurate as of the date of Vendor's execution of this Contract.

1.4. TRANSPORTATION AND DELIVERY: N/A

1.5. SUBCONTRACTING: Subcontractors are allowed.

1.5.1. Will subcontractors be utilized? ☐ Yes ☐ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than \$50,000 must include Illinois Standard Certifications completed by the subcontractor.

1.5.2. Please identify below subcontracts with an annual value of \$100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: [Click here to enter text](#)

Amount to Be Paid: [Click here to enter text](#)

Address: [Click here to enter text](#)

Description of Work: [Click here to enter text](#)

- Subcontractor Name: [Click here to enter text](#)

Amount to Be Paid: [Click here to enter text](#)

Address: [Click here to enter text](#)

Description of Work: [Click here to enter text](#)

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.5.3. If the annual value of any subcontracts is more than \$100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.5.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify SERS of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s). This change must be documented in writing and accepted by both Parties.

1.6. **WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by SERS as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if Vendor shifts any such work outside of the United States.

- Location where services will be performed:
Value of services performed at this location: approximately
- Location where services will be performed:
Value of services performed at this location: approximately

2. PRICING

2.1. **TYPE OF PRICING:** The Illinois Office of the Comptroller requires SERS to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is estimated.

2.2. **DISCOUNT:** SERS will not receive a discount for early or prompt payment.

2.3. **VENDOR'S COMPENSATION:**

2.3.1. [AS AGREED]

2.3.2. The fee described in Section 2.3.1 shall include all normal business expenses, including all overhead expenses associated with Vendor's business, such as clerical time and overtime, computer usage, telephone calls, tele-facsimiles, photocopying, and mailing and express delivery expenses.

2.3.3. All out-of-pocket expenses attributable to performance of services under this Contract, including without limitation, transportation, lodging, and meals during the period of travel, shall be at Vendor's own expense, and SERS shall have no obligation to reimburse Vendor for any such out-of-pocket expenses.

2.4. **ESTIMATED AMOUNT:** The total payments under this contract for the initial term are not capable of being ascertained but are estimated to be approximately [\$XX,XXX].

3. TERM AND TERMINATION:

3.1. **TERM OF THIS CONTRACT:** Unless earlier terminated in accordance with this Contract, the initial term of this Contract shall commence upon the last dated signature of the Parties and shall end on June 30, 2031. Vendor shall not commence billable work in furtherance of this Contract prior to final execution except when permitted pursuant to 30 ILCS 500/20-80.

3.2. **TERMINATION FOR CAUSE:** SERS may terminate this Contract, in whole or in part, immediately upon notice to Vendor if: (a) SERS determines that the actions or inactions of Vendor, its agents, or employees have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) Vendor has notified SERS that it is unable or unwilling to perform the Contract.

If Vendor fails to perform to SERS's satisfaction any material requirement of this Contract, is in violation of a material provision of this Contract, or SERS determines that Vendor lacks the financial resources to perform this Contract, SERS shall provide written notice to Vendor to cure the problem identified within

the period of time specified in SERS's written notice. If not cured by that date SERS may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, SERS retains its rights to seek any available legal or equitable remedies and damages.

- 3.3. **TERMINATION FOR CONVENIENCE:** SERS may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. Upon submission of invoices and proof of claim, Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.
- 3.4. **AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. SERS, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Board of Trustees of SERS fails to provide in its annual budget funds sufficient to pay such obligation, if funds are not appropriated by the General Assembly, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) SERS's funding is decreased in any way, or (3) SERS determines, in its sole discretion or as directed by the Board of Trustees or Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1. PAYMENT TERMS AND CONDITIONS:

- 4.1.1. **Late Payment:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments. Payment terms contained on Vendor's invoices shall have no force and effect.
- 4.1.2. **Minority Contractor Initiative:** Any vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to Vendor under the Contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3. **Expenses:** SERS will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this Contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4. **Prevailing Wage:** As a condition of receiving payment Vendor must (i) be in compliance with the Contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers according to the terms of their respective contracts, and (iv) provide lien waivers to the State and SERS upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5. **Federal Funding:** This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6. **Invoicing:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the Contract. Invoices for services performed through June 30 of any year must be submitted to SERS no later than July 31 of that year; otherwise, Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

- 4.1.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's state tax exemption number and federal tax exemption information.
- 4.1.6.2. Vendor shall invoice SERS upon completion of each referred review. The amount shown on the invoice shall be in accordance with the pricing provided in this contract.

Send invoices to:

	State Employees' Retirement System
Attn:	Accounts Payable
Address:	P.O. Box 19255
City, State Zip	Springfield, IL 62794-9255

- 4.2. **ASSIGNMENT:** This contract may not be assigned or otherwise transferred in whole or in part by Vendor without the prior written consent of SERS.
- 4.3. **SUBCONTRACTING:** For purposes of this section, subcontractors are those with contracts with an annual value exceeding \$100,000 and who are specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify SERS of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. This change must be documented in writing and accepted by both Parties.
- 4.4. **AUDIT/RETENTION OF RECORDS:** Vendor shall maintain books and records relating to the performance of the contract and sufficient to support amounts charged to SERS pursuant the Contract. Books and records, including information stored in databases or other computer systems, shall be maintained by Vendor for a period of three (3) years from the later of the date of final payment under the Contract or completion thereof. If Federal funds are used to pay Contract costs, Vendor must retain respective records for five (5) years. Books and records required to be maintained under this Section shall be available for review or audit by representatives of the Auditor General, other governmental entities with monitoring authority, and SERS or its designee upon reasonable notice and during normal business hours. Vendor shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this Section shall establish a presumption in favor of SERS for the recovery of any funds paid by SERS under this Contract for which adequate books and records are not available to support the purported disbursement. Vendor shall not impose a charge for audit or examination of Vendor's books and records. 30 ILCS 500/20-65.
- 4.5. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance hereunder. Vendor shall continue to perform its obligations while any dispute concerning the Contract is being resolved unless otherwise directed by SERS.
- 4.6. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

- 4.7. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations 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, and like events will be excused for a period no longer than 30 days after the occurrence of the event, regardless of the day either Party became aware of the event.
- 4.8. **CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents, may have or gain access to confidential data or information owned or maintained by the other Party in the course of fulfilling its duties under this Contract. Vendor shall presume all information received from SERS, or to which it gains access pursuant to this Contract, is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act (FOIA), shall be considered public. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information: lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now or hereafter publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents, data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and SERS is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to SERS all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges SERS may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
- 4.10. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless SERS, its board members, trustees, officers, agents, employees, and volunteers, and any legal representatives thereof, in both individual and official capacities, as well as the State of Illinois, its agencies, officers, employees, agents and volunteers, from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, neither SERS nor the State may indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 4.11. **INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming SERS as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to SERS. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.12. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State or SERS. All payments by SERS shall be made on that basis.

- 4.13. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by SERS during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Executive Secretary of SERS if Vendor solicits or intends to solicit SERS employees to perform any work under this contract.
- 4.14. **COMPLIANCE WITH THE LAW:** Vendor, its employees, and agents shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract, as well as all policies of SERS. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15. **BACKGROUND CHECK:** Whenever SERS deems it reasonably necessary for security reasons, SERS may conduct, at its expense, criminal and driver history background checks of Vendor's officers, employees, or agents. Vendor shall immediately reassign any individual who, in the opinion of SERS, does not pass the background check.
- 4.16. **APPLICABLE LAW:**
- 4.16.1. **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 4.16.2. **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.
- 4.16.3. **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State or SERS arising out of this contract is governed by Illinois law and must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. SERS shall not enter into binding arbitration to resolve any dispute arising out of this contract. Neither the State of Illinois nor SERS waives sovereign immunity by entering into this contract.
- 4.16.4. **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- 4.17. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest in and to the claim or cause of action.
- 4.18. **CONTRACTUAL AUTHORITY:** SERS shall be the only State entity responsible for performance and payment under this contract.
- 4.19. **EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a system or State agency if that business or any member of the unitary business group is an expatriated entity
- 4.20. **NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between SERS's and the Vendor's terms, conditions and attachments, SERS's terms, conditions and attachments shall prevail.
- 4.22. **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State or SERS, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract.

SERS may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with SERS for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

- 4.23. **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to SERS are subject to FOIA (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 4.24. **SCHEDULE OF WORK:** Any work performed on SERS premises shall be done during the hours designated by SERS and performed in a manner that does not interfere with SERS and its personnel.
- 4.25. **WARRANTIES FOR SERVICES:** Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel meeting the requirements specified in the RFP issued by SERS on May 1, 2026. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State or SERS policies.
- 4.26. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify SERS of any event that may have a material impact on Vendor's ability to perform this contract.
- 4.27. **EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.
- 4.28. **INCORPORATION BY REFERENCE & CONFLICTING TERMS:** This Contract incorporates by reference Exhibits A-[final exhibit] (which include, but are not limited to: Data Security Clauses, a Supplemental Diversity Certification, the RFP, and Vendor's Response to RFP) in their totality. Any terms contained in the RFP or Vendor's Response to RFP which conflict with any other terms of this Contract are superseded by the conflicting terms. Any other terms incorporated by reference in conflict with Sections 1-6 of this Contract are superseded thereby.
- 4.29. **MULTIPLE COPIES:** This contract can be signed in multiple counterparts, each functional as an original.
- 4.30. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the Parties concerning the subject matter of the Contract and supersedes all prior proposals, contracts, and understandings between the Parties concerning the subject matter of the contract.

5. SUPPLEMENTAL PROVISIONS

5.1. SYSTEM SUPPLEMENTAL PROVISIONS

- ☐ Agency Definitions
N/A
- ☐ Required Federal Clauses, Certifications and Assurances
N/A
- ☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.
N/A
- ☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.
- ☒ Agency Specific Terms and Conditions

EXHIBIT A: DATA SECURITY CLAUSES

EXHIBIT B: SUPPLEMENTAL DIVERSITY CERTIFICATION

☐ Other (describe)

N/A

5.2. **VENDOR SUPPLEMENTAL PROVISIONS:** N/A

6. **ATTACHMENTS**

6.1. IPG Active Registered Vendor Disclosure (Formerly Forms B)

6.2. Vendor Disclosure (Formerly Forms A)

EXHIBIT A: DATA SECURITY CLAUSES

1. Definitions.

As used in this Exhibit A:

"Highly Sensitive Personal Information" means (i) an individual's government-issued identification number (including Social Security number, driver's license number, or State- or System-issued identification number); (ii) an individual's account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to the individual's account; (iii) an individual's biometric, genetic, health, medical, psychiatric, or medical insurance data; or (iv) an individual's date of birth.

"Personal Information" means System Data that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, account numbers, credit report information, student information, biometric, health, genetic, medical, psychiatric, or medical insurance data, answers to security questions, and other personal identifiers), including, without limitation, in case of both subclauses (i) and (ii), any Highly Sensitive Personal Information. "Personal information" also includes any System Data that is personal information as defined in Section 5 of the Personal Information Protection Act (815 ILCS 530/).

"Security Breach" means (i) any act or omission that compromises either the security, confidentiality, or integrity of System Data or the safeguards put in place by Vendor, or by System should Vendor have access to System's information technology infrastructure, which relate to the protection of the security, confidentiality, or integrity of System Data or (ii) receipt of a complaint in relation to the privacy and data security practices of Vendor or a breach or alleged breach of this Agreement relating to such privacy and data security practices. Without limiting the foregoing, "security breach" includes any "breach," as defined in Section 5 of the Personal Information Protection Act (815 ILCS 530/5) or any other unauthorized access to or disclosure or acquisition of System Data.

"System Data" any information concerning the System or its participants, annuitants, agents, employees, or trustees that is provided to the Vendor by or at the direction of the System or any of its agents or employees or by or at the direction of the actuarial consulting firm retained by the System or any of its agents or employees; any information concerning the System or its participants, annuitants, agents, employees, or trustees that is created, obtained, or stored by the Vendor in the course of providing services to the System; and any information to which access has been or is being provided to Vendor by or at the direction of the System as a consequence of its contract with the System.

2. Standard of Care.

- 2.1. Vendor acknowledges and agrees that, in the course of its engagement by System, Vendor may create, receive, or have access to System Data, including, but not limited to, System Data that is Personal Information. Vendor shall comply with the terms and conditions set forth in this Agreement in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of System Data, and Vendor shall be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of System Data that is under its control or in its possession.

System Data, including, but not limited to, System Data that is Personal Information, is deemed to be Confidential Information of System and is not Confidential Information of Vendor. In the event of a conflict or inconsistency between this Section and other portions of this Agreement, the terms and conditions set forth in this Section shall govern and control.

- 2.1.1. In recognition of the foregoing, Vendor agrees and covenants that it shall:

- 2.1.1.1. not copy or transfer any System Data to a physical data storage device (e.g., a CD, DVD, portable USB flash drive, external hard drive, memory cards, or printed report) or to a personal computing device or data storage platform (e.g., PCs, laptops, tablets, cellphones, or cloud-based data storage solution), except in accordance with instructions provided by the System;

- 2.1.1.2. not send Personal Information through the mail or unencrypted e-mail;
- 2.1.1.3. keep and maintain all System Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
- 2.1.1.4. not create, collect, receive, access, or use System Data in violation of law;
- 2.1.1.5. use and disclose System Data solely and exclusively for the purposes for which the System Data, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available System Data for Vendor's own purposes or for the benefit of anyone other than System; and
- 2.1.1.6. not, directly or indirectly, disclose System Data to any Unauthorized Third Party without System's prior written consent unless and to the extent expressly required, by applicable law, in which case, Vendor shall (A) notify System before such disclosure; (B) be responsible for and remain liable to System for the actions and omissions of such Unauthorized Third Party concerning the treatment of such System Data as if they were Vendor's own actions and omissions; and (C) require the Unauthorized Third Party that has access to System Data to execute a written agreement agreeing to comply with the terms and conditions of this Agreement.

3. Information Security.

- 3.1. Vendor represents and warrants that its creation, collection, receipt, access, use, storage, disposal, and disclosure of System Data, including, but not limited to System Data that is Personal Information, does and will comply with all applicable federal and state privacy and data protection laws, including, but not limited to, the Personal Information Protection Act (815 ILCS 530/), as well as all other applicable regulations and System directives.
- 3.2. Without limiting Vendor's obligations under Section 3.1, Vendor shall implement administrative, physical, and technical safeguards to protect System Data from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage, and shall ensure that all such safeguards, including the manner in which System Data is created, collected, accessed, received, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, including, but not limited to, the Personal Information Protection Act (815 ILCS 530), as well as the terms and conditions of this Agreement and the directives of the System.
- 3.3. At a minimum, Vendor's safeguards for the protection of System Data shall include: (i) limiting access to System Data to the Vendor; (ii) using encrypted file transfer protocol (or another secure data transfer method specified in writing by the System) to protect the receipt and transmission of System Data; (iii) securing paper files, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iv) implementing network, application, database, and platform security; (v) securing information transmission, storage, and disposal; (vi) implementing authentication and access controls within media, applications, operating systems, and equipment; (vii) encrypting System Data stored on any media; (viii) encrypting System Data transmitted over public or wireless networks; and (ix) strictly segregating System Data from information of Vendor so that System Data is not commingled with any other types of information.

4. Security Breach Procedures.

- 4.1. Vendor shall:
 - 4.1.1. notify System in writing of a Security Breach as soon as practicable, but no later than 4 hours after Vendor becomes aware of it;
 - 4.1.2. identify in the notification any System Data that may have been compromised and the period of time during which the data may have been compromised;
 - 4.1.3. provide in the notification the phone number and e-mail address the System should use to communicate with the Vendor regarding the Security Breach; and
 - 4.1.4. provide the notification to the System's Administrative Services Division Manager at robert.cooper@srs.illinois.gov.
- 4.2. Immediately following Vendor's notification to System of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Vendor agrees to fully cooperate with System in System's handling

of the matter, including, without limitation: (i) assisting with any investigation and (ii) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law, regulation, industry standards, or as otherwise required by System.

- 4.3. Vendor shall at its own expense immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all actions necessary to comply with applicable privacy rights, laws, regulations, and standards. Vendor shall reimburse System for all actual costs incurred by System in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation pursuant to Section 4.4.
- 4.4. Vendor agrees that it shall not inform any third party of any Security Breach without first obtaining System's prior written consent, other than to inform a complainant that the matter has been forwarded to System's legal counsel. Further, Vendor agrees that System shall have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or otherwise in System's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
- 4.5. Vendor agrees to maintain and preserve all documents, records, and other data related to any Security Breach.
- 4.6. Vendor agrees to fully cooperate at its own expense with System in any litigation, investigation, or other action deemed necessary by System to protect its rights relating to the use, disclosure, protection, and maintenance of System Data.
- 4.7. In the event of any Security Breach, Vendor shall promptly use its best efforts to prevent a recurrence of any such Security Breach.

5. Oversight of Security Compliance.

Upon System's request, to confirm Vendor's compliance with this Agreement, as well as any applicable laws, regulations, and industry standards, Vendor grants System or, upon System's election, a third party on System's behalf, permission to perform an assessment, audit, examination, or review of all controls in Vendor's physical and/or technical environment in relation to all System Data being handled and/or services being provided to System pursuant to this Agreement. Vendor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes, stores, or transports System Data pursuant to this Agreement.

6. Destruction of System Data.

At any time during the term of this Agreement at System's request or upon the termination or expiration of this Agreement for any reason, Vendor shall securely dispose of all System Data in its possession or the possession of any of its employees or agents by (i) overwriting the previously stored System Data on the drive or disk at least 3 times or physically destroying the drive or disk containing the System data and (ii) certifying in writing that the overwriting process has been completed by providing the following information: (1) the serial number of the computer or other electronic data processing equipment; (2) the name of the overwriting software or physical destruction process used; and (3) the name, date, and signature of the person performing the overwriting or destruction process.

7. Vendor Contact Information.

Vendor agrees to provide the phone number and e-mail address of the person who will serve as the point of contact for the System. If there is a change in this contact information, Vendor agrees to provide the System with updated contact information within five (5) business days.

8. Record Retention.

Vendor agrees to safeguard all System Data through both physical and digital security means which may include locking filing cabinets, restricted or locked offices, and encryption of digital data.

9. Equitable Relief.

Vendor acknowledges that any breach of its covenants or obligations set forth in this Exhibit A may cause System irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, System is entitled to seek equitable relief, including a restraining order, injunctive

relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which System may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

10. Material Breach.

Vendor's failure to comply with any of the provisions of Exhibit A is a material breach of this Agreement.

Vendor Certification

By signing below, the Vendor agrees to fully comply with the requirements of this Exhibit A, including, but not limited to the duty to comply with the requirements of the Personal Information Protection Act, when storing, transmitting, using, disposing, or disclosing System Data.

Vendor's Name: _____

Name of Official Authorized to Bind Vendor: _____

Position of Official Authorized to Bind Vendor: _____

Signature of Official Authorized to Bind Vendor: _____

Date: _____

EXHIBIT B: SUPPLEMENTAL DIVERSITY CERTIFICATION

Vendor acknowledges and agrees that compliance with this section in its entirety for the term of the contract and any renewals is also a material requirement and condition of this contract. By executing this contract, Vendor certifies compliance with this supplemental diversity certification in its entirety and is under a continuing obligation to remain in compliance and report any non-compliance. If this contract extends over multiple fiscal years, Vendor shall confirm compliance with this section in the manner and format determined by SERS by the date specified by SERS and in no event later than July 1 of each year that this contract remains in effect. If the Parties determine that any certification in this section is not applicable to this contract, it may be stricken without affecting the remaining provisions. Vendor certifies that it is not legally prohibited from contracting with SERS or the State of Illinois, has no known conflicts of interest, and further specifically certifies as follows:

1. As part of each certification, Vendor acknowledges and agrees that should Vendor provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - SERS or the State of Illinois may void the contract, and
 - the Vendor may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor acknowledges that SERS has established an aspirational goal to use businesses owned by minorities, women, and persons with disabilities for not less than the percentage specified in paragraph (10) of Section 1-109.1 of the Illinois Pension Code for all contracts awarded and purchases made by SERS. Vendor hereby certifies that:

☐ Vendor is a minority-owned business, woman-owned business, or business owned by a person with disability, as those terms are defined in Section 2 of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/2), which is available online at: <https://www.ilga.gov/legislation/ilcs/fulltext.asp?DocName=003005750K2>. Indicate type of business below:

- ☐ minority-owned business;
- ☐ woman-owned business; or
- ☐ business owned by a person with disability.

☐ Vendor is not a minority-owned business, woman-owned business, or business owned by a person with disability, as those terms are defined in Section 2 of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/2), which is available online at: <https://www.ilga.gov/legislation/ilcs/fulltext.asp?DocName=003005750K2>.

Vendor's Name: _____

Name of Official Authorized to Bind Vendor: _____

Position of Official Authorized to Bind Vendor: _____

Signature of Official Authorized to Bind Vendor: _____

Date: _____