



**Chicago Teachers' Pension Fund**

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**REQUEST FOR PROPOSAL**

**Legislative Liaison Services**

**No. FY2022-002**



**Chicago Teachers' Pension Fund**

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## **I. SUMMARY**

This Request for Proposal (“RFP”) is being issued by the Public School Teachers’ Pension and Retirement Fund of Chicago (“CTPF” or the “Fund”) to solicit proposals from qualified Respondents (“Bidder” or “Consultant” or “Firm” or “Respondent”), to provide comprehensive legislative services consistent with the legislative agenda as established by the Board of Trustees. CTPF seeks to identify and select a qualified Respondent to provide expert advice and assistance in all aspects of CTPF’s legislative program. The consultant shall not exercise discretionary authority with respect to legislative strategy, positions, and mandates on behalf of the CTPF. This document provides information on the scope of the engagement that will assist Respondents to develop a proposal in the format desired by CTPF.

If you are interested in the proposed engagement, we welcome proposals from qualified Respondents. Respondents must satisfy the qualifications and requirements outlined herein.

## **II. BACKGROUND**

Established by the Illinois State Legislature in 1895 as The Public School Teachers’ Pension and Retirement Fund of Chicago, CTPF administers a multi-employer defined benefit public employee retirement fund. CTPF is administered in accordance with Illinois Compiled Statutes (ILCS) Chapter 40, Articles 1, 17, and 20.

CTPF is governed by a Board of Trustees (the Board) made up of twelve (12) members. The Board has the powers and duties conferred upon it by Section 17-141 through 17-146 of the Illinois Pension Code (40 ILCS 5/17-141-17-146), including but not limited to employing assistance, adopting rules, and making investments.

For more information about the Fund, please visit [www.ctpf.org](http://www.ctpf.org).

## **III. SCOPE OF WORK**

CTPF invites proposals from qualified Respondents with substantial expertise and experience in providing legislative liaison and public affairs consulting services to public pension funds or similar public entities. The following services are to be provided:

- Comprehensive and timely communication with the Executive Director, Deputy Executive Director, Chair of the Pension Laws and Rules Committee, and Board of Trustees.
- Strategic and effective collaboration with other Fund lobbyist(s), as applicable.
- Make contacts, as necessary, to establish identity as the CTPF liaison with respect to legislative issues before the General Assembly.
- Work with stakeholder groups and monitor legislation introduced to determine potential impact on CTPF participants, annuitants, beneficiaries, and employers.

- Provide designated person(s) at CTPF with copies of all legislation related to CTPF, retirement systems and pension funds established under the Illinois Pension Code, and any administrative provisions governing the operations of state government agencies (hereinafter “CTPF-related legislation”), along with amendments and conference committee reports thereon upon request.
- Track CTPF-related legislation through committee process, floor action, conference committee, and the Governor’s office; and review amendments and conference committee reports on CTPF-related legislation, and report on the impact to designated CTPF person(s) and the Board.
- Advise the Board and Fund staff and participate in developing the Fund’s legislative agenda (including drafting legislative proposals, introducing of legislation, and assistance in the development of position or policy papers, as necessary).
- Aid in strategic planning for the implementation of items under the CTPF legislative agenda.
- Keep abreast of State, City of Chicago, and Chicago Public School budget issues and advise CTPF about the potential impact.
- Assist in developing strategies to address CTPF underfunding and lead implementation of these strategies.
- Meet with the Board, Pension Laws and Rules Committee Chair, and/or Fund staff to discuss legislative matters and present reports, as necessary, and not less than four times per year.
- Arrange for CTPF personnel to testify before legislative committees, either in person or in written form, and brief witnesses in advance and assist in preparation of any written statement.
- Appear and/or testify, as necessary, at hearings to promote the Fund’s interests with respect to legislation and/or proceedings proposed or pending before legislative, administrative, and/or executive governmental bodies.
- Coordinate visits to Springfield when the General Assembly is in session for Board members and/or Fund staff.
- Prepare end-of-session report, including a review of any CTPF-related legislation.
- Review action on legislation during the fall veto session and report on any matters that may impact CTPF.
- Provide public affairs consulting efforts with key legislative or public officials and their staffs on matters pertaining to the Fund’s interests.
- Provide the Executive Director, Deputy Executive Director, and Board of Trustees with guidance on the matters for which legislative information is provided.
- Coordinate and contribute to the development of written communications with legislators as part of the comprehensive effort to promote CTPF legislative objectives.

- Coordinate and contribute to the development of written communications with members as part of the comprehensive effort to promote CTPF legislative objectives.
- Provide the Executive Director, Deputy Executive Director, and Board of Trustees with monthly written reports on all activities including: a listing of legislative items worked on; a listing of legislators and committee staff contacted on behalf of CTPF and subject matters addressed; an analysis of progress made in representing CTPF's interest during the time period reported on; and analysis on the Board of Education's, the City of Chicago's, and any relevant third party or stakeholder group's position(s) on legislative matters.

#### IV. TIMELINE

EVENT	DUE DATE
RFP Distribution to Respondents	Friday, January 28, 2022
Written questions due from Respondents	Friday, February 25, 2022
Compilation of questions and answers, and any RFP addenda posted to <a href="http://www.ctpf.org">www.ctpf.org</a>	Thursday, March 10, 2022
RFP Due Date	Friday, April 1, 2022

#### V. CONTACT

Any questions concerning this RFP must be directed to:

Name(s)	Lupe Garcia, Counsel Sandy McNamara, Paralegal and Contract/Procurement Analyst <i>(Direct all communications to both of the above-referenced parties)</i>
Address	425 South Financial Place Suite 1400 Chicago, IL 60605
Phone	312-604-1119 ( <i>Lupe Garcia</i> ) 312-604-1251 ( <i>Sandy McNamara</i> )
Email	Lupe Garcia – <a href="mailto:garciam@ctpf.org">garciam@ctpf.org</a> Sandy McNamara – <a href="mailto:mcnamaras@ctpf.org">mcnamaras@ctpf.org</a>

#### VI. TERM OF ENGAGEMENT

The term of the engagement will be three (3) years, and may be renewed by mutual consent of the parties governed by the negotiated contract or agreement for two (2) additional years.

## **VII. SUBMISSION GUIDELINES**

In order to be considered for selection, proposals must be received via email, in PDF format, by Lupe Garcia at [garciam@ctpf.org](mailto:garciam@ctpf.org) with a copy to Sandy McNamara at [mcnamaras@ctpf.org](mailto:mcnamaras@ctpf.org) no later than **12:00 p.m. (CDT), on Friday, April 1, 2022** . (Late submissions may be rejected as unresponsive). Paper submissions will be rejected as non-conforming. An email confirmation will be sent to the Respondent upon receipt of the proposal.

## **VIII. PROPOSAL CONTENT**

All information requested in the RFP must be addressed in the Respondent's proposal. Proposals should provide a concise explanation of Respondent's qualifications and the proposed services to be rendered. Emphasis should be placed on completeness and clarity of content.

### **A. Cover Letter**

- a. Briefly state the Respondent's understanding of the work requested, the required time period, and a statement why the Respondent believes it is best qualified to perform the engagement. The letter should be signed by the representative of Respondent authorized to contract on behalf of Respondent.

### **B. Title Page**

- a. Date
- b. Subject
- c. Respondent's name and Chief Executive Officer (or the equivalent) Respondent's address
- d. Respondent's phone number
- e. Respondent's fax number
- f. Contact's name
- g. Contact's title
- h. Contact's phone number
- i. Contact's email address

### **C. Table of Contents**

### **D. Project Plan**

- a. Address the various legislative service responsibilities outlined in Section III. Scope of Work and describe the approach that will be taken in performing each function.
- b. Describe how Respondent has the necessary dedicated staffing and bandwidth to take on this engagement.
- c. Indicate the location from which the work on this engagement will be performed.
- d. Identify tasks that will be performed by Respondent and tasks that will be performed by Fund staff.

**E. Billing**

- a. Provide a fee schedule quoted as an annual fee and a monthly fee with a range or estimate of the number of hours for the Scope of Work outlined in Section III. Please note any individual or blended billing rates, as applicable.
- b. State any special considerations with respect to billing or payment of fees and expenses that Respondent offers and that you believe would differentiate you from other proposals and make your Firm's services more cost effective to the Fund.
- c. CTPF expects the lowest rate charged by your Respondent for its governmental and non-profit clients. If for any reason Respondent is unwilling or unable to charge the lowest rate, please explain why.

**F. Firm's Background, Qualifications, and Experience**

- a. Briefly describe Respondent's background, history, and ownership structure, including any parent, affiliated or subsidiary company, and any business partners.
- b. Provide the size of the Firm including number of offices and number of full-time employees. Identify the key personnel proposed for the CTPF engagement, emphasizing specific experience on contracts similar in scope to the requirements of this RFP. Describe their biographical information, qualifications, past experience, current position, current responsibilities, and areas of expertise, experience-- specifically legislative or lobbying experience, education, professional designations, and memberships. Describe specific expertise or knowledge in any of the following areas: pension funds, defined benefit plans, employee benefits, retiree health insurance, and legislative issues. Describe experience managing relationships with legislators or staff, specifically at the state and municipal level.
- c. Provide the number of years that the Firm and any identified individuals have been providing the services requested in this RFP.
- d. Indicate the number and nature of part-time professional staff to be employed in this engagement.
- e. Will your Firm use outside contractors for this engagement? If so, what confidentiality agreement is in place to protect sensitive information from disclosure?
- f. Indicate Respondent's due diligence process in hiring, evaluating, and monitoring its staff and contractors, as applicable.
- g. List any professional or personal relationships Respondent or its employees or contractors may have with individual Board members and/or Fund staff.
- h. Identify any potential or actual conflicts of interest you have in providing services to CTPF. State whether you have ever represented CTPF, the City of Chicago, the Board of Education ("Chicago Public Schools" or "CPS"), the Chicago Teachers' Union ("CTU"), the Retired Teachers' Association of Chicago ("RTAC"), the Chicago Principals and Administrators Association ("CPAA"), any Chicago charter school, or any employee group or trade organization related to the aforementioned entities. If so, please state the name of each such client or former client, contact information, and the nature and time frame of such representation. In providing such information you consent to and agree to release CTPF from any liability that may result from contacting such client(s) and communicating with such client(s) about your prior engagements, and soliciting an opinion regarding the work performed for such reference. In addition, please state how you intend to resolve any potential or actual conflict of interest.

- i. Identify all clients who have terminated their working relationship with you in the past five (5) years and provide a brief statement of the reason(s) for the termination. Provide each client's contact information. You consent to and hereby release CTPF from any liability that may arise from contacting your former client(s) and communicating with them about the work you performed and the reason for your termination.
- j. Provide a statement certifying Respondent's compliance with the Illinois Lobbyist Registration Act.

**G. Insurance, Liability, Confidentiality, and Litigation**

- a. What assurances can you provide that your Firm will not be subject to cyber-attacks? Describe security and protection measures.
- b. Describe your quality assurance procedures.
- c. Please describe the levels of your professional liability insurance coverage for client security breaches (cyber risk) and any fiduciary or professional liability insurance your Firm carries. Is the coverage on a per client basis or is the dollar figure applied to the Firm as a whole? List the insurance carriers.
  - i. What limitation on liability, if any, do you impose through your contract? The Firm must not seek to unreasonably limit their liability for negligence.
  - ii. Are you bonded?
  - iii. Does coverage for liability, due to your negligence, continue for a period following termination of the contract? If so, for how long?
  - iv. Amount, type of coverage, deductible, and coinsurance?
- d. What is the organization's policy on confidentiality during and after the engagement?
- e. Has your Firm ever been involved in a lawsuit in the last ten (10) years involving any services provided by the Firm? If so, provide details, including description of the lawsuit, dates, and outcomes.
- f. Has your Firm, related entities, affiliates, principals, and/or officers been a party in any material civil or criminal litigation, or subject to investigation, disciplinary action, or regulatory review, whether or not directly related to services requested by this RFP? If so, provide details, including dates and outcomes.
- g. Describe any anticipated litigation in which your Firm may be involved.

**H. Sample Contract or Agreement**

- a. Provide a sample contract for the services proposed by your Firm.

**I. References**

- a. Please provide three references who are clients for whom you have performed work similar to that requested in this RFP. Include the reference name, title, company, address, telephone number, and description of the services provided.
- b. In providing such information, you consent to and hereby release CTPF from any liability that may arise from contacting your references and communicating with such references about your prior engagements, and soliciting an opinion regarding the work performed for such reference.

**J. Exhibits and Attachments**



- a. Respondent may include additional information or exhibits appropriate for CTPF's consideration.

## **IX. WRITTEN QUESTIONS**

Prospective Respondents who have questions regarding this RFP may email the contact listed above by the due date listed in the timeline above for written questions. Please reference “**Legislative Liaison Services**” in the subject line of the email. The questions (without identification of the questioner) and the answer will be posted on the CTPF website according to the above timeline.

## **X. PROPOSAL EVALUATION**

The following guidelines will be used to analyze and evaluate all proposals. CTPF reserves the right to evaluate all factors deemed appropriate, whether or not such factors have been stated in this section.

### **A. QUALIFICATIONS**

In order to be selected for this engagement, the Respondent must demonstrate that it can meet the requirements of the RFP and the scope of work contained in the RFP.

The Respondent must be regularly established in the industry of providing legislative liaison services and must provide detailed information in response to Section VIII (f)(b) Firm's Background, Qualifications, and Experience. CTPF may request information substantiating these requirements. Respondents shall be registered with the City of Chicago Board of Ethics, and the State of Illinois Secretary of State.

Failure to provide this information may result in a Respondent's proposal being declared non-responsive.

### **B. REVIEW OF PROPOSALS**

- a. An Evaluation Committee consisting of Fund staff will evaluate all proposals received.
- b. The Committee will determine if Respondents meet the mandatory requirements listed below:
  - i. The Respondent has no conflict of interest with respect to any other work performed by the Respondent.
  - ii. The Respondent must demonstrate that it can meet the requirements and the Scope of Work contained in this RFP.
  - iii. The Respondent must adhere to the instructions in this RFP.
- c. The Committee members will individually evaluate and score each proposal based on:
  - i. Qualifications to perform the services requested;
  - ii. Proposed approach to meet the requirements of Section III, Scope of Work;
  - iii. Price;
  - iv. Responses to the Proposal Content in Section VIII; and
  - v. Presentation to the Committee.
- d. The Committee will evaluate bids as a whole, including the proposal content, presentation, price, and reference input.

This RFP is not an offer of a contract. Acceptance of a proposal does not commit CTPF to award a contract to any Respondent, even if the Respondent satisfied all requirements stated in this RFP. Publication of this RFP does not limit CTPF's right to negotiate for the services described in this RFP. CTPF reserves the right to choose not to enter into an agreement with any of the Respondents to this Request for Proposal.

The information submitted in response to this RFP becomes the exclusive property of CTPF.

## **XI. FINALIST PRESENTATIONS**

After the proposal submission due date, CTPF will contact the top-ranked Respondents to set up a meeting, approximately one hour in length, with the RFP Evaluation Committee via videoconference. At these meetings, Respondents must be prepared to provide a brief presentation on their legislative liaison services as outlined in their proposal and answer any questions regarding their proposal. Additionally, Respondents may be invited to present to the Board of Trustees.

At the discretion of the Board of Trustees, some Respondents may not be asked to present to the Committee; rather, such Respondents may instead present directly to the Board of Trustees.

## **XII. RFP WITHDRAWAL OR MODIFICATION**

Proposals may be withdrawn or modified by a written or email request prior to the RFP due date. CTPF may, by written notice to all Respondents, cancel, postpone, or amend the RFP prior to the due date. If CTPF decides that the revision or amendment will require additional time for response, the due date will be extended for all Respondents.

## **XIII. INCOMPLETE PROPOSALS**

CTPF reserves the right to request additional information or to reject the proposal outright if the information provided in a Respondent's proposal is deemed to be insufficient for evaluation. False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for its rejection. The evaluation and determination of the fulfillment of the requirements will be determined by CTPF and such judgment shall be final.

Any proposal received after the required time and date specified for receipt shall be considered late and non-responsive. Any late proposals will not be evaluated for award.

Proposals submitted shall be valid for one hundred twenty (120) days following the closing date noted above. CTPF and the Respondent may extend this period by mutual written agreement. If a solicitation is cancelled before the due date, the offer will be returned unopened to the Respondent who submitted the response.

## **XIV. SELECTION OF WINNING BID**

Award of the contract resulting from this RFP will be based upon the most responsive Respondent whose offer is the most advantageous to CTPF in terms of cost and other factors as specified in this RFP.

After evaluation of the proposals and approval by CTPF, all Respondent will be notified of the result. Contract negotiations will commence with the selected Respondent.

## **XV. REIMBURSEMENT FOR PROPOSAL PREPARATION**

CTPF will not reimburse any expenses incurred in responding to this RFP including the costs of preparing the response, providing any additional information, or attending an interview or interviews. CTPF reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

## **XVI. QUIET PERIOD**

During the RFP review period (which begins on the date the RFP is posted on CTPF's website) to and until a contract is executed, there shall be no communication between Respondents and Board members or Fund staff directly involved in the search process regarding any product or service related to the search.

The quiet period shall not prevent customary due diligence or communications with a current service provider who happens to be a candidate, provided that any such communication must be in the ordinary course of business and necessary for the provision of services provided by such service provider. Discussions relating to the pending selection are strictly prohibited.

## **XVII. RFP LIMITATIONS AND CONDITIONS**

- A. This RFP does not commit CTPF to award an agreement or procure services of any kind whatsoever. CTPF reserves the right, in its sole discretion, to negotiate with any or all applicants considered, or to postpone, delay, or cancel this RFP, in whole or in part. CTPF may terminate discussions, in its sole discretion, or select another finalist. CTPF reserves the right to award an agreement or agreements based upon the proposals received. The Firm should not assume that there will be an opportunity to alter or amend its proposal at a later date or at the time of contract negotiations.
- B. CTPF may request that Respondent clarify the content of the proposal. Other than for purposes of clarification, no Respondent will be allowed to alter or amend its proposal after the RFP due date.
- C. All materials submitted in response to this RFP shall be the sole property of CTPF. CTPF reserves the right to use any and all ideas submitted in the proposals.
- D. CTPF reserves the right to reject or cancel in whole or in part at any time, any and all proposals received; to waive minor irregularities; to negotiate in any manner necessary to best serve CTPF and to make a whole award, multiple awards, a partial award, or no award.
- E. CTPF reserves the right to reject any or all offers and discontinue this RFP process without obligation or liability to any potential vendor.

- F. CTPF reserves the right to reject the proposal of Respondent who is not currently able to perform the contract. CTPF reserves the right to award a contract, if at all, to the Firm which will provide the best match to the requirements of the RFP and the needs of the Fund, which may not be the proposal offering the lowest fees. CTPF may take into consideration any factor it deems relevant, including but not limited to, past experience, financial stability, the ability to perform the requirements as set forth in this RFP, or who has previously failed to perform similar contracts in accordance with the terms, or in a timely manner, and other relevant criteria. CTPF is not required to accept for consideration any proposal that fails to address or does not comply with each of the requirements or the criteria set forth in this RFP.
- G. CTPF reserves the right to award a contract on the basis of initial offers received, without discussions or requests for best and final offers.
- H. Any contract award is ultimately a decision of the Board of Trustees.
- I. If Respondent submits a proposal, CTPF reserves the right to conduct its own due diligence and to undertake such investigations as it deems necessary to determine Respondent's satisfaction of the qualifications and ability to furnish the required services. Upon request, Respondent agrees to provide any and all information for this purpose.
- J. CTPF reserves the right to request additional documentation or information from Respondents. Requested information may vary by Respondent. CTPF may ask questions of any Respondent to seek clarification of a proposal to ensure the Respondent understands the scope of the work or other terms of the RFP.
- K. CTPF does not guarantee or commit to contracting any specific number of projects to Respondent during the life of the agreement.
- L. Written approval from CTPF will be required for any news releases regarding the award of contract.

## **XVIII. MINORITY AFFILIATION**

CTPF is an equal employment opportunity employer, and endeavors to increase the utilization of vendors who are MWDBE Firms. Please provide any information relative to your Firm's minority Firm affiliations or minority Firm participation in the engagement, and a MWDBE breakdown for your Firm.

## **XIX. WAIVER of CLAIMS**

By submitting a proposal, the Respondent agrees to waive any claim it has or may have against CTPF, its Board of Trustees, and/or CTPF officers, employees, and agents arising out of or in connection with the administration, evaluation, or recommendation of any proposal, the waiver of any requirements under the RFP, the acceptance or rejection of any proposal, and/or the award of the contract.

## **XX. CONTRACT NEGOTIATIONS**

Once the Respondent has been selected to perform the services, the parties will begin negotiating the terms of the engagement. CTPF does not anticipate or desire a lengthy negotiation. CTPF may, in its sole discretion, terminate negotiations and proceed to engage another party for such services, whether or

not that party was a Respondent, if the parties are unable to expediently negotiate an agreement or reach a bargaining impasse.

## **XXI. NOTICE REGARDING ILLINOIS PUBLIC RECORDS LAWS**

The proposal that you submit will be subject to the Illinois Freedom of Information Act (5 ILCS 140/) "FOIA Act"). The FOIA Act provides generally that all records in the custody or possession of a public body are presumed to be open to inspection or copying. Any public body that asserts that a record is exempt from disclosure has the burden of proving by clear and convincing evidence that such record is exempt from disclosure. CTPF will determine, in its sole discretion, whether the materials are subject to public disclosure, if a request is made in accordance with the FOIA Act for materials submitted in response to this RFP. If CTPF denies a public records request based on a respondent's representation that such information is proprietary, privileged, or confidential, respondent, by submission of a response to this RFP, agrees to reimburse CTPF for, and to indemnify, defend, save and hold harmless CTPF, its officers, Trustees, fiduciaries, employees, and agents from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses including, without limitation, attorneys' fees, expenses and court costs of any nature whatsoever (collectively, "Claims") arising from or relating to CTPF's complete or partial FOIA denial. By submitting your proposal, you further agree to indemnify, save, and hold CTPF harmless from and against any and all Claims arising from or relating to CTPF's complete or partial disclosure of your proposal if CTPF determines, in its sole discretion, that such disclosure is required by law, or if disclosure is ordered by a court of competent jurisdiction.

## **XXII. MOST FAVORED TERMS**

All prices, terms, warranties, and benefits offered by the Respondent in its proposal must be comparable or better than those offered by the Respondent in agreements with substantially similar governmental or quasi-governmental clients. Should the Respondent make available more favorable terms to a substantially similar governmental or quasi-governmental client with respect to the types of services set forth in Respondent's proposal, Respondent will make such prices, terms or conditions available to CTPF.

## **XXIII. DISCLOSURES**

All Respondents must agree to provide the following disclosures:

- (i) The Respondent has disclosed in writing: (a) any entity that is a parent of, or owns a controlling interest in, the Respondent, (b) any entity that is a subsidiary of, or in which a controlling interest is owned by, the Respondent, (c) any persons who have an ownership or distributive income share in the Respondent that is in excess of seven and one-half percent (7.5%), or (d) serves as an executive officer of the Respondent.
- (ii) The Respondent has disclosed in writing prior to the date hereof: (a) any direct or indirect payments made by Respondent, any executive officer of the Respondent, any parent entity, the executive officers of any entity that is a parent of, or owns a controlling interest in, the Respondent, and any Shareholder of Respondent, in excess of \$1,000 per calendar year within the prior five (5) calendar years and/or formal involvement with any community or not-for-profit organization relating to public education; and (b) any involvement by Respondent, any executive officer of the

Respondent, or by any executive officer of any entity that is a parent of, or owns a controlling interest in, the Respondent, and any Shareholder as a member or director of a charter school that contributes to the Fund. For purposes of this Section I (ii) and (iii), "Shareholder" shall mean any person who has an ownership or distributive income share in the Respondent.

- (iii) The Respondent has disclosed if any executive officer of the Respondent, any parent entity, the executive officers of any entity that is a parent of, or owns a controlling interest in, the Respondent, and any Shareholder of the Respondent, has given any direct or indirect financial support or political donation in excess of \$1,000 per calendar year within the prior five (5) calendar years and/or formal involvement with any community or not-for-profit organization with a central purpose of influencing public policy related to budgetary and fiscal policy which directly or indirectly relates to the continued availability and long-term viability of defined benefit pensions in the public sector, to education policy, or to retirement security policy.

For the purposes of this disclosure, an organization has the "central purpose" of influencing policy if it is understood with the exercise of reasonable due diligence, including but not limited to the examination of the organization's IRS filings and other publicly- available statements of purpose, that the organization intends to affect policy or engage in lobbying or other advocacy activity. A Respondent is not required to disclose contributions to organizations that engage in such activities in furtherance of providing medical research, aid to the poor, disaster relief, or other such tangible goods or service.

The Trustees have determined that the following organizations presently fall under this required disclosure:

American Enterprise Institute,  
American Legislative Exchange Council,  
Brookings Institution,  
California Common Sense,  
California Policy Center,  
Civic Committee of the Commercial Club,  
Heritage Foundation,  
Howard Jarvis Taxpayers Association,  
Illinois Municipal League,  
Illinois Policy Institute,  
Independent Institute,  
Jessie Ball DuPont Fund,  
Laura and John Arnold Foundation,  
Mackinac Center for Public Policy,  
Manhattan Institute for Policy Research,  
Massachusetts Taxpayers Foundation,  
Mercatus Center at George Mason University,  
National Council on Teacher Quality,  
National Institute for Labor Relations Research,  
Nelson Rockefeller Institute of Government,  
National Taxpayers United of Illinois,

Pioneer Institute,  
R Street Institute,  
Reason Foundation,  
Show Me Institute,  
State Policy Network,  
StudentsFirst,  
Taxpayers for Sustainable Pensions,  
Taxpayers United of America,  
Teacherspensions.org,  
Texas Public Policy Foundation,  
The Future of Freedom of Foundation,  
The Pew Charitable Trust,  
UnionWatch,  
Urban Institute,  
Wyoming Liberty Group, and  
Any state or local affiliates or chapters of the above organizations.

- (iv) The Respondent and any parent, controlling entity, subsidiary, or affiliate have disclosed any direct or indirect financial relationships, transactions, or consulting agreements with the Board of Education of the City of Chicago entered into within the five (5) year period prior to the execution of an agreement. Any such direct or indirect financial relationships, transactions, consulting agreements, or consulting related contracts with the Board of Education of the City of Chicago entered into on or after the execution of an agreement shall be identified in an amended Respondent Disclosure within thirty (30) days of any new relationship, transaction, investment, agreement, or contract with the Board of Education of the City of Chicago.
- (v) The Respondent has disclosed the names and addresses of any subcontractors and the expected amount of money each will receive under the agreement if authorized by the Fund.
- (vi) The total number of Respondent's staff— The number of Respondent's staff and percentage of its staff, broken out separately for each category, who are (1) a minority person, (2) a female, or (3) a person with a disability— This information must be provided using the EEOC chart available on CTPF's website— Supplemental information to the EEOC chart is welcome.
- (v) The number of current contracts that the Respondent has with a (1) minority owned business, (2) female owned business, or (3) business owned by a person with a disability.
- (ix) The Respondent shall annually disclose various EEO data and diversity of vendor's contracts as required by the Fund.

#### **XXIV. AGREEMENT AND APPROVAL**

The RFP Committee will select one or more firms to provide the services described herein.

CTPF will negotiate an agreement with the selected firm, giving due consideration to the stipulations in the Firm's submitted standard agreement.

The selected firm shall be required to assume full responsibility for all services and activities offered in its proposal whether or not provided directly. Further, CTPF will consider the selected Firm to be the sole point of contact with regard to contractual matters, including payment of fees.

The selected Firm and its personnel, including subcontractors, shall treat any and all information provided by CTPF as confidential and is prohibited from using that information for any other purposes than those provided by contract, without CTPF's express written consent.

The selected Firm shall not sue a subcontractor without CTPF's express written consent. All terms and conditions of a contract with the selected Firm shall be equally binding on any subcontractor.

The selected Firm shall meet specific performance standards established during the contract negotiation process. The approved project schedule, specifying agreed upon, significant milestone events and a project completion date(s), shall be incorporated into the contract as projects are identified and assigned to the successful Respondent by CTPF.