



FIREFIGHTERS' PENSION INVESTMENT FUND

1919 S. HIGHLAND AVE. • BUILDING A, SUITE 237 • LOMBARD, IL 60148

**FIREFIGHTERS' PENSION INVESTMENT FUND
Request for Competitive Proposal: FY 2023 Auditing Services**

A. Project Overview

The Firefighters' Pension Investment Fund ("FPIF") hereby issues a request for proposals ("RFP") from certified public accounting firms ("Respondent(s)") or ("Vendors") to audit its financial statements and conduct a transition audit related to FPIF's statutory duties under the Illinois Pension Code [40 ILCS 5/1 and 22C].

All forms needed for submitting a response to this RFP are available on FPIF's website <https://ifpif.org/employment-procurement/>. Respondents to this RFP are responsible for monitoring FPIF's website for information pertaining to the RFP, while the RFP is outstanding.

Pursuant to the Illinois Pension Code (40 ILCS 5/4-1 and 22C), FPIF is a non-appropriated, statutorily created public investment fund responsible for consolidating, managing, and investing the pension assets of approximately 300 separate Article 4 Funds. FPIF is governed by a nine-member Board of Trustees ("the Board"). The Illinois Pension Code provides that each Article 4 Fund shall transfer its assets to FPIF as soon as reasonably practicable and that FPIF shall receive all pension fund assets, which are estimated to be approximately \$7.0 billion, no later than June 30, 2022. More information regarding FPIF can be found at: www.ifpif.org.

B. Timeline

The following timeline is subject to modification by FPIF by addendum or supplement to this RFP.

- | | |
|---|---------------------------------|
| 1. Date of Issue: | March 28, 2022 |
| 2. Respondent to request Asset Detail (if required) | April 4, 2022, 3:00 PM CDT |
| 3. Deadline to Submit Written Questions: | April 4, 2022, 3:00 PM CDT |
| 4. Q&A Document Posted: | April 6, 2022 |
| 5. Final Filing Date: | April 12, 2022, 3:00 PM CDT |
| 6. Potential Vendor Interviews: | April 18, 2022 – April 19, 2022 |
| 7. Vendor Finalist Presentations | April 25, 2022 |
| 8. Finalist Notified By: | May 2, 2022 |

C. FPIF Quiet Period

The quiet period shall begin on the date that this RFP is issued and continue until the vendor is selected by the Board or the RFP process is abandoned or declared complete. No ex parte communication with the Board, any individual Trustee, staff, or service provider (other than communication in the ordinary course in the event that the Respondent is a current service provider, provided that such communication shall be limited to contact with FPIF employees with whom such service provider ordinarily interacts on matters germane to the services being rendered and shall not, in any event, relate to this procurement) is permitted during the quiet period. Respondents should direct all questions and communications regarding this search to the Search Contact(s) specified below, following the process identified in this RFP. No Respondent may, at any time, attempt to influence the evaluation other than by a properly submitted response to this RFP or to a formal request for information or presentation.

The purpose of the quiet period is to ensure that all prospective service providers have equal access to information regarding the search objective and requirements, to be certain that communications are consistent and accurate, and to make the search process and selection process efficient, diligent, and fair. Respondents may be disqualified for failure to adhere to the requirements of this section.

D. Proposal Submission

FPIF's staff and Consultants shall oversee the RFP process. If a Respondent is interested in submitting a proposal, the Respondent must submit an electronic copy of the complete proposal by **April 12, 2022, 3:00 P.M., CDT** to:

SEARCH CONTACT:

David Zaloga, Chief Financial Officer
dzaloga@ifpif.org

And

Illinois Firefighters' Pension Investment Fund
Information@ifpif.org

Procedural and substantive questions concerning the RFP must be submitted via e-mail to the Search Contact by **3:00 P.M. CDT, April 4, 2022**. Responses to questions properly submitted will be consolidated into a single Q&A document and posted on FPIF's website on **April 6, 2022**. The Q&A document will not identify the source of the query.

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

If Staff or the Consultants have a question(s) regarding how to interpret a Respondent's proposal, Staff and/or the Consultants is/are authorized to request additional information from that Respondent.

All interested Respondents must submit their responses in accordance with the proposal submission instructions below. FPIF reserves the right to reject any or all proposals submitted in its sole discretion. All material submitted in response to this RFP will become the property of FPIF and may be subject to public disclosure in accordance with the requirements of the Illinois Freedom of Information Act (5 ILCS 140). FPIF is not responsible for any costs incurred by the Respondents in responding to this RFP. Neither this RFP nor any response to this RFP should be construed as a legal offer.

ANY PROPOSAL RECEIVED AFTER THE 3:00 PM CDT, April 12, 2022 DUE DATE AND TIME WILL NOT BE CONSIDERED.

PROPOSALS MUST CONTAIN THE FOLLOWING DOCUMENTS:

- A. Transmittal Letter. A transmittal letter must be submitted on the Respondent's official business letterhead. The letter must identify all documents provided collectively as a response to the RFP and must be signed by an individual authorized to bind the Respondent contractually. **An unsigned proposal will be rejected.** The letter must also contain the following:
- A statement highlighting your firm's competitive advantages. Describe your firm's value add for the scope of services detailed in Section G.
 - A statement that the proposal is being made without fraud or collusion; that the Respondent has not offered or received any finder's fees, inducements, or any other form of remuneration, monetary or non-monetary, from any individual or entity relating to the RFP, the Respondent's proposal, or the FPIF's resulting selection.
 - A statement that discloses any current business relationship or any current negotiations for prospective business with FPIF, the Board or any individual Trustee, or any FPIF staff.
- B. Minimum Qualification Certification. The Respondent must complete the certification and provide all supporting documentation.
- C. Questionnaire. The Respondent must address the questionnaire items in the RFP in the order in which they appear in the RFP. Further, each question number and question in the RFP shall be repeated in its entirety before stating the answer. Please do not respond to any question with, "See response to {question number}." Instead, provide complete responses that fully and adequately communicate the response. Please note that certain questions require supporting documentation. This additional documentation should be submitted as attachments to the questionnaire. Do not adjust question numbering.
- D. Pricing. The respondent must submit a quote based on the work required to complete both engagements (including component pricing for each) following the format provided in Section K. Note that FPIF will select a single firm to complete both engagements.
- E. Exhibit A. The Respondent MUST complete Exhibit A and provide all supporting documentation.
- F. Exhibit B. The Respondent MUST complete Exhibit B: The Political Contribution Disclosure and Vendor Disclosure of Financial Interests and Potential Conflicts of Interest
- G. Exhibit C. The Respondent MUST complete Exhibit C. The representations and certifications will be incorporated into any engagement agreement. Limited drafting changes may be negotiated during any contract negotiation.

In connection with this RFP, FPIF reserves the right to investigate the qualifications and proposal of any Respondent under consideration. FPIF may require confirmation of information furnished by a Respondent and may require additional evidence of qualifications to perform the obligations required by the scope of services being bid in Respondent's proposal.

Additionally, FPIF reserves the right to modify the procurement process, including dates set or projected in this RFP, with appropriate notice to the Respondents; cancel, modify, or withdraw the RFP in whole or in part at any time without incurring any cost obligations or liabilities; waive or permit corrections, irregularities, informalities, or deficiencies with any response to this RFP, including allowing proposal revisions or accepting non-conforming proposals; seek clarifications to a proposal and permit submittal of addenda and supplements to data and information previously provided by a Respondent; request that Respondents submit "best and final" offers; conduct discussions with Respondents whose proposals fall within a competitive range; terminate negotiations at any time; reject any and all proposals received at any time; and disqualify any Respondent that violates the terms of this RFP.

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

****INTENTIONALLY BLANK****

E. Business Overview

Pursuant to the Illinois Pension Code (40ILCS 5/4-1 and 22C), FPIF is a non-appropriated, statutorily created public investment fund responsible for consolidating, managing, and investing the pension assets of approximately 300 separate Article 4 Funds. FPIF is governed by the Board. The Illinois Pension Code provides that each municipal pension fund shall transfer its assets to FPIF as soon as reasonably practicable and that FPIF shall receive all pension fund assets, which are estimated to be approximately \$7.0 billion (asset class breakdown in table below), no later than June 30,2022. More information regarding FPIF can be found at: www.ifpif.org.

The aggregated municipal firefighter pension funds investment allocation prior to the transition is estimated to be as follows^{1,2}:

Asset Class	% of Assets Under Management
Stocks	6.95%
Mutual Funds	50.67%
Bonds	12.30%
U.S. Government Agency Securities	2.70%
U.S. Government Securities	17.76%
Separate Accounts of Life Insurance Companies	1.30%
Cash and Cash Equivalents	3.33%
State and Local Government Securities	1.77%
Certificates of Deposits	0.90%
General Accounts of Life Insurance Companies	0.72%
Pooled Investment Accounts	1.54%
Other	0.06%

Interested Respondents should reach out to the Search Contact no later than April 4, 2022 for a detailed listing of the assets related to this transition.

****INTENTIONALLY BLANK****

¹ Asset allocations specified in this document are estimates only as of November 2020. They are not considered a guarantee or commitment, unless otherwise stated.

² Approximately 50% of the assets were invested in mutual funds prior to the transition.

F. FPIF Guiding Principles

Section J of this RFP seeks to understand your auditing service capabilities. When providing your responses, please outline how you will enable, interact and support FPIF's guiding principles while performing the scope of services required.

To enable you to best present your qualifications to support our guiding principles, a number of key attributes that may impact or be impacted by your proposed capabilities are outlined below.

FPIF principles include, but are not limited to:

- 1. Maximize risk adjusted returns**
 - a. Meet the Board's target return while minimizing risk
 - b. Driven by the fund, consultants, and investment advisers
 - c. Larger fund and investment size expands universe of investment alternatives
 - d. Transition and future state should consider current and future investment alternatives
 - e. The fund will endeavor to have a diverse set of managers in all asset classes
- 2. Provide equitable treatment**
 - a. Phased transition should not lead to funds subsidizing other funds
 - b. Allocation methodology must be fair and be pervasive in the industry
- 3. Reduce costs**
 - a. Scale-driven pricing
 - b. Operational efficiency
- 4. Act as a fiduciary**
 - a. The transition board of trustees and permanent board of trustees of the Fund shall be fiduciaries for the participants and beneficiaries of the participating pension funds (Sec. 22C-114)
- 5. Facilitate Transparency**
 - a. Active participation from participating funds throughout the transition process
 - b. Choices taken must be supported by leading practices

****INTENTIONALLY BLANK****

G. Scope

The primary objectives are to provide FPIF with professional auditing services necessary to complete requirements related to (1) the annual audit of FPIF's financial statements in accordance with accounting principles generally accepted in the United States of America, as required by statute (40 ILCS 5/22C-125), and (2) the transition audit required by statute (40 ILCS 5/22C-120) to occur within 6 months after the end of the asset transition period (June 30, 2022).

The Request for Proposal encompasses the following services and Respondent firms will be expected to submit responses that include both of these auditing services responsibilities.

1. Annual Financial Audit (40 ILCS 5/22C-125)

At least annually, the books, records, accounts, and securities of the Fund shall be audited by a certified public accountant selected by the board and conducted in accordance with the rules and procedures promulgated by the Governmental Accounting Standards Board. The audit opinion shall be published as a part of the annual report of the Fund, which shall be submitted to the transferor pension funds and to the Department of Insurance. The Fund's Fiscal Year is July 1 of one year to June 30 of the following year.

These audits are to be performed in accordance with generally accepted auditing standards, applicable in the United States. The audits are to comply with the necessary and applicable Governmental Accounting Standards Boards (GASB) pronouncements.

The Board desires the firm to express an opinion on the fair presentation of its general-purpose financial statements in conformity with generally accepted accounting principles and provide necessary support for the Fund. The Board also requires that the audit is completed and available for filing with the Illinois Department of Insurance within six (6) months of the close of the fiscal year. The firm will be aware and participate to make certain the deadlines are met.

Following the completion of the audit of the fiscal year's financial statements, the firm shall issue a report on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States, as set forth by the Governmental Accounting Standards Board (GASB). The firm will communicate significant deficiencies and material weaknesses identified in the audit, in writing, to the Board. The firm shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the Board.

Control deficiencies discovered by the auditors that are neither significant deficiencies nor material weaknesses shall be reported in a separate letter to management, which shall be referred to in the report[s] on compliance and internal controls. A *control deficiency* shall be deemed to have occurred whenever the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis

Auditors shall ensure that the FPIF Board of Trustees are informed of each of the following:

- The auditor's responsibility under generally accepted auditing standards
- Planned scope and timing of the audit
- Significant accounting policies
- Management judgements and accounting estimates
- Auditor's judgements about the quality of the entity's accounting principles
- Internal control deficiencies and/or material weaknesses
- Compliance with certain provisions of laws
- Significant audit adjustments

- Corrected and uncorrected misstatements
- Other information in documents containing audited financial statements
- Disagreements with management
- Auditor independence
- Management consultation with other accountants
- Management representations
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit

2. Transition Audit (40 ILCS5/22C-120)

Within 6 months after the end of the transition period (June 30, 2022) or as soon thereafter as may be practicable as determined by the Board of Trustees of the Fund, the books, records, accounts, and securities of the Fund shall be audited by a certified public accountant selected by the board.

This audit shall include, but not be limited to, the following: (1) a full description of the investments acquired, showing average costs; (2) a full description of the securities sold or exchanged, showing average proceeds or other conditions of an exchange; (3) gains or losses realized during the period; (4) income from investments; and (5) administrative expenses incurred by the board

This audit report shall be published on the Fund’s official website and filed with the Department of Insurance. The retained auditor will be required to perform the audit with the objective of expressing an opinion about whether FPIF’s financial statements as of June 30, 2022, are fairly represented, in all material aspects, in conformity with auditing standards generally accepted in the United States of America and all applicable federal and state laws, regulations and rules.

The auditor will be expected to communicate findings of any significant deficiencies and material weaknesses in internal controls in a written report to the Audit Committee.

H. Post-Performance Review

Any vendor retained by the Board, including the vendor for the work described in this RFP, will undergo a performance review, wherein the vendor’s compliance with agreement objectives and deliverables will be assessed. Evidence of material non-compliance will be reviewed by the Board and staff.

I. Minimum Qualifications Requirements and Certification

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

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

1. Respondent is an independent certified public accounting firm licensed to practice in the State of Illinois and the United States of America. (Yes/No): _____

2. Respondent and its proposed account team have all authorizations, permits, licenses and certifications required by federal and state laws and regulations to perform the services specified in this RFP at the time Respondent submits a response to the RFP.
(Yes/No): _____
3. Respondent has both (i) reviewed the Board's Vendor Disclosure Policy **and** (ii) provided all disclosures required under the Policy. If Respondent has no disclosures to report, Respondent has indicated that fact in the firm's response. The Vendor Disclosure Policy is attached as *Exhibit A*. (Yes/No): _____
4. Respondent has (i) reviewed the representations and certifications outlined in *Exhibit C*, titled Required Representations and Certifications, **and** (ii) agrees that, if Respondent is selected to provide auditing services, such representations and certifications will be incorporated into the contractual agreement. Limited drafting changes may be negotiated during any contract negotiation. (Yes/No): _____
5. Respondent agrees to provide the services as detailed in the Scope of Services section of this RFP and any other requirements as stated in this RFP. (Yes/No): _____

****INTENTIONALLY BLANK****

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

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

Authorized Signer Name: _____

Title: _____

Respondent Firm: _____

Signature: _____

Date: _____

****INTENTIONALLY BLANK****

J. Questionnaire

The Respondent must answer all questions included below and be able to provide all the services listed below unless otherwise indicated:

a) Provider General Information

General Information

1. Provide the name, title, address, telephone and fax numbers, and e-mail address for the person submitting this proposal.
2. Where is the firm headquartered? Please indicate the complete address of the firm's headquarters. Please note how many offices and employees the firm has, the location of each office, and whether the firm has an office in the Chicago area. If the firm has an office in the Chicago area, please include the complete address, the departments based in the Chicago-area, and the number of employees.
3. Please provide a brief history of the firm that includes the year formed, founding members, and significant changes that have taken place, such as mergers, acquisitions, leadership changes, implementation of succession plans, and the evolution of the firm's business strategy.
4. Please provide a chart outlining the firm's organizational/ownership structure.
5. Provide current listing of the firm's governmental clients, including Illinois State and municipal entities including the size of the fund and the length of services provided to them by the firm.
6. Provide names, addresses, and telephone numbers of persons who may be contacted for references as well as a description of services provided. These references should be relevant to government agency or municipal audit, accounting assistance, or agreed upon procedure engagements.
7. Please provide a copy of your firm's most recent peer review report or external quality review report.
8. Please provide details on the financial condition of the firm, including levels of debt and payoff plans for any debt.
9. Does the firm have a business continuation and disaster recovery plan? Please describe the key features of the plan, including frequency of testing and latest test results.
10. Describe the levels of coverage for errors and omissions insurance and any other fiduciary or professional liability insurance the firm carries. List the insurance carriers supplying the coverage and supply certifications evidencing the coverage.
11. Has there been any litigation involving your firm in the past five years? If yes, please attach details.
12. Does the firm currently advise any Illinois firefighter pension fund(s) established under Article 4 of the Illinois Pension Code? If so, how many and which ones? Please review Appendix 2 for a listing of the approximately 300 Article 4 firefighter pension funds.
13. Was your firm engaged by FPIF during Q3 and Q4 of 2021 and Q1 and Q2 of 2022 to prepared Certified Asset Lists related to the transition of Article 4 Fund assets to FPIF
14. If the answer to question 13 was "Yes" do you believe that a conflict was created that would prevent your firm from completing work on either of the two engagements (1 Financial Statement Audit or 2) Transition Audit? If not, please explain why you believe no conflict exists

b) Account team

15. Please describe the engagement team that you envision for the total project (provide detail for both the Financial Statement Audit and Transition Audit).
16. Who will be the overall project lead?

17. Please indicate who the lead CPA would be on the account. Please include their name, office location, business phone, and email address. How many clients do each of lead CPAs service and how many of those clients are public defined benefit plans? Please indicate how many staff would be assigned to the engagements and the functions that they would perform.
18. Please attach biographies of the primary and backup CPAs who would be assigned to these engagements, including (i) the role of each CPA for this assignment, (ii) the year each CPA joined the firm, (iii) a description of his or her position and current responsibilities, (iv) areas of expertise and experience, (v) education, professional designations and memberships, (vi) relevant publications and presentations, and (vii) the number and names of clients these CPAs currently serve.
19. Which of the CPA's would attend the meetings of FPIF and FPIF's Committees if required?
20. What measures will the firm employ to ensure that either the primary or the backup CPA will be readily available answer questions from FPIF Staff?
21. What is the turnover of professional staff over the last five (5) years?
22. How many professionals are dedicated to each area of the practice (accounting/audit, tax, consulting, IT and other)?

c) Firm Evaluation

23. Describe your process in resolving questions and differences in professional opinion.
24. Describe your process to ensure the quality of your services? Describe any benchmarks the firm has developed to evaluate its performance and the performance of its primary/lead CPAs.
25. Describe your technical/digital capabilities for data sharing.

d) Transition Audit

26. Describe your process and approach for satisfying the requirements of the transition audit as outlined in the Scope section above (Section G) and how this work will be integrated with the Financial Statement Audit.
27. Provide a sample report detailing how you plan to include the additional audit opinion addressing the requirements of the transition audit and how this will be integrated with the Financial Statement Audit Report if required.

e) Diversity, Inclusion, and Corporate Social Responsibility

28. Is the firm a certified Minority, Woman, or Person with a Disability? Owned Business Enterprise (MWDBE) as defined by the Illinois Pension Code? If so, please provide a state-issued certification.
29. What is the percentage representation of minority, women, or persons with a disability of the client service team that would be assigned to FPIF?
30. Is the firm a member or supporter of minority, woman, or disabled professionals' organizations? Please list the organization(s) and the firm's level of involvement.
31. What initiatives has the firm taken to promote diversity in the workplace? Does the firm have a diversity and/or inclusion policy in place? Please provide any additional information on the firm's MWDBE utilization, community engagement, volunteerism, corporate philanthropy, or other initiatives. Highlight activities or programs that the company administers to alleviate community issues

- and enhance its commitments to corporate responsibility.
32. Please provide the number of the staff and the percentage of your staff who are a (i) minority person, (ii) female, or (iii) person with a disability by level (staff/senior staff/manager/partner) and area of the organization.
 33. Please provide the number of contracts, oral or written, that you have in place with vendors that constitute a (i) minority owned business, (ii) female owned business, or (iii) business owned by a person with a disability.
 34. Please provide the number of contracts, oral or written, that you have in place with vendors where more than 50% of services performed pursuant to contract are performed by a (i) minority person, (ii) female, or (iii) person with a disability but do not constitute a business owned by a minority, female, or person with a disability.
 35. Please provide the total dollar amount of contracts entered into with vendors that qualify as (i) a minority-owned business, (ii) a women-owned business, or (iii) a business owned by a person with a disability in the previous calendar year.

INTENTIONALLY BLANK

K. Pricing

Respondents must submit their fee proposal in the response to this RFP. The respondent must detail the services to be provided under the retainer or annual fee and any services that will be considered outside of the retainer or annual fee. **Please complete the fee included template below.**

The pricing, terms, conditions, and other information stated in each proposal must remain valid for 120 days from the date of delivery of the proposal to the FPIF.

A contract may not exceed three years, with the possibility of two one-year extensions at the Board’s sole discretion. The Respondent should provide annual fees for each fiscal year (Fiscal Year 2022, 2023, 2024, 2025, and 2026) of the agreement with the expectation that the Respondent would receive a three-year agreement with two one-year renewals at the discretion of the Board of Trustees. The parties may elect to renew or terminate the agreement in accordance with agreed upon terms in the engagement letter between the firm and the FPIF.

Schedule of Professional Fees and Expenses for the Audit of the FY 2022-FY2026 Financial Statements

A. Schedule of professional auditing services rendered based on the following not-to-exceed fees:

Fiscal Year 2022 _____
Fiscal Year 2023 _____
Fiscal Year 2024 _____
Fiscal Year 2025 _____
Fiscal Year 2026 _____

**B. Schedule of professional auditing services rendered based on the following not-to-exceed fees:
Transition Audit:**

Fiscal Year 2022 _____

C. Schedule of professional fees for additional services, quoted hourly rates for the fiscal year listed below:

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Partners					
Managers					
Supervisory Staff					
Staff					
Other (specify)					

INTENTIONALLY BLANK

I. Exhibits, Appendices, and Disclosures

Exhibit A

In connection with and in consideration of entering into an agreement with FPIF, the certified public accounting firm as a (the "Contractor") will be required to agree to the following, as required by applicable state law. Please provide the following certifications and, if necessary, identify any exceptions or disclosures that would be required.

- 1) **Due Authorization**. Contractor represents and warrants that it is duly authorized and fully empowered to execute, deliver and perform this Agreement, and this Agreement is enforceable against Contractor in accordance with its terms.
- 2) **Educational Loan**. If the Contractor is an individual, he or she certifies that he or she is not in default on an educational loan as provided in Section 3 of the Educational Loan Default Act, 5 ILCS 385/3.
- 3) **Ethics**. The Contractor acknowledges and agrees that it will comply with the requirements of the Illinois Governmental Ethics Act (40 ILCS 420) and the State Officials and Employees Ethics Act (5 ILCS 430).
- 4) **Bribery**. The Contractor certifies that it is not barred from being awarded a contract or subcontract because of a conviction or admission of guilt for bribery or for bribing an officer or employee of the State of Illinois or any other state in that officer or employee's official capacity. 30 ILCS 500/50-5.
- 5) **Felony**. The Contractor certifies that if it has been convicted of a felony, at least five years have passed since the date of completion of the resultant sentence, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement in the business. 30 ILCS 500/50-10.
- 6) **Sarbanes-Oxley**. The Contractor certifies that if it has been convicted of a felony under the Sarbanes Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5), at least five years have passed from the date of conviction. Contractor certifies that it (and any subcontractor providing services to FPIF, to the extent permitted by this Agreement) is not barred from being awarded a contract under 30 ILCS 500/50-10.5. Contractor acknowledges and agrees that FPIF may declare the Agreement void if any of the certification completed pursuant to this paragraph 5 are false. 30 ILCS 500/50-10.5.
- 7) **Debt Delinquency**. Contractor and its affiliates certify that they are not delinquent in the payment of any debt to the State of Illinois, or if delinquent, they have entered into a deferred payment plan to pay off the debt. Contractor and its affiliates further certify that they are not barred from being awarded a contract under 30 ILCS 500/50-11. Contractor acknowledges and agrees that FPIF may declare this Agreement void if this certification is false, or if Contractor or its affiliate later becomes delinquent and has not entered into a deferred payment plan to pay of the outstanding debt. 30 ILCS 500/50-11; 30 ILCS 500/50-60.
- 8) **Illinois Use Tax**. The Contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-12. Contractor acknowledges and agrees that FPIF may declare this Agreement void if this certification is false. Contractor shall collect and remit Illinois Use Tax on all sales of tangible personal property to the State of Illinois in accordance with the requirements of the Illinois Use Tax Act. 30 ILCS 500/50-12.,
- 9) **Environmental Protection**. Contractor certifies that it (and any subcontractor providing services to FPIF, to the extent permitted by this Agreement) has not committed a willful or knowing violation of the Environmental Protection Act ("EPA"), or at least five years have passed since the order finding a violation of the EPA, unless no person involved in the violation continues to have any involvement with Contractor's (or subcontractor's) business. Contractor acknowledges and agrees that FPIF may declare this Agreement void if this certification is false. 30 ILCS 500/50-14.
- 10) **Lead Poisoning Prevention Act**. The Contractor certifies that it is not barred from doing business with the State of Illinois or any State agency, or subcontracting under the Illinois Procurement Code due to a violation of the Lead Poisoning Prevention Act. 30 ILCS 500/50-14.5.

- 11) **Conflict of Interest.** Contractor acknowledges the requirements of 30 ILCS 500/50-15, and certifies that there has been no discussion or offer of future employment to any FPIF employee or member of the Board or Trustees.
- 12) **Financial Disclosures and Potential Conflicts of Interest.** Contractor certifies that Contractor, its partners, officers, directors, executives, or any other person or entity performing a similar function: (i) are not legally prohibited from contracting with FPIF or the State of Illinois, and (ii) have no public or private interest, direct or indirect, and shall not directly or indirectly acquire any such interest, which conflicts or potentially conflicts, in any manner, with the performance of Contractor's obligations under this Agreement. Contractor acknowledges and agrees that it has a continuing obligation to disclose to FPIF any financial or other interest, public or private, direct or indirect, that may be a potential conflict of interest or which could prohibit Contractor entering into a contract with FPIF or continuing its performance under this Agreement. 30 LCS 500/50-35.
- 13) **Prohibition of Political Contributions.** If the value of the Contractor's contracts with FPIF have an annual value of more than \$50,000, the Contractor:
 - a) Certifies that, since a procurement process for this Contract was commenced or a proposal for this Contract was submitted to FPIF (whichever is earlier), neither the Contractor nor any of its affiliated persons or affiliated entities (as those terms are defined in Section 50-37 of the Illinois Procurement Code, 30 ILCS 500/50-37) has not made any contribution to (i) any political committee established to promote the candidacy of the incumbent Governor of Illinois or of any declared candidate for such office or (ii) any political committee established to promote the candidacy (for any public office) of any incumbent member of the FPIF Board of Trustees or of any other person who has declared to be seeking election or appointment to the FPIF Board of Trustees;
 - b) Agrees to refrain from making any contribution described in subsection (a) of this Section 3 for two years following the expiration or termination of this Contract, and that any this Contract shall be voidable at the discretion of FPIF upon FPIF's determination that a violation of this Section 3 has occurred.
- 14) **Drug-Free Workplace.** The Contractor certifies that it will provide a drug free workplace by engaging in the conduct prescribed in Section 3 of the Drug Free Workplace Act, 30 ILCS 580/3.
- 15) **Bid Rigging/Rotating.** The Contractor certifies that it is not barred from contracting with FPIF or an agency of the State of Illinois because of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid rotating) of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E.
- 16) **International Boycott.** The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. 30 ILCS 582.
- 17) **No Inducement or Placement Fees.** The Contractor certifies that no fees, commissions, or payments of any type have been or will be paid to any third party in connection with the Contract, except as disclosed in the Contract or an exhibit thereto as provided in 30 ILCS 500/50-25 and in 40 ILCS 5/1-145. The Contractor shall promptly notify FPIF if it ever has reason to believe that this certification is no longer accurate.
- 18) **Revolving Door Prohibition.** The Contractor certifies that it is not in violation of the revolving door prohibition under 30 ILCS 500/50-30.
- 19) **Business Entity Registration.** The Contractor certifies in accordance with the requirements of the Illinois Procurement Code that either: (a) it is not required to register, or (b) it is registered as a business entity with the State Board or Elections. The Contractor acknowledges its continuing obligation to update such registration and agrees that this Agreement is voidable in the event that it fails to comply with the requirements of 30 ILCS 500/20-160. 30 ILCS 500/50-60.
- 20) **Anti-Competitive Practices.** The Contractor acknowledges its obligation to and agrees to report to the appropriate Inspector General, the Attorney General, and the chief procurement officer any suspected collusion or other anticompetitive practice among bidders, offerors, contractors, potential contractors, or employees of the State. 30 ILCS 500/50-40, 45, 50.

- 21) **No Unlawful Discrimination.** To the extent Illinois law is applicable to the Contractor, pursuant to 775 ILCS 5/2-105, the Contractor agrees to:
- (a) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) Comply with the procedures and requirements of the Illinois Department of Human Rights' regulations concerning equal employment opportunities and affirmative action;
 - (c) Provide such information, with respect to its employees and applications for employment, and assistance as the Illinois Department of Human Rights may reasonably request; and
 - (d) Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Illinois Department of Human Rights and the Illinois Human Rights Commission; and (vii) Protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Illinois Department of Human Rights upon request.
- (22) **Discriminatory Club.** Contractor certifies that it does not pay any dues or fees to any discriminatory club, or otherwise subsidize or reimburse its employees or agents for any dues or fees to any discriminatory club. 775 ILCS 25.
- (23) **Illinois Prevailing Wage Act.** To the extent it applies to the Contractor and this Contract, the Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1, *et seq.*
- (24) **Record Retention.** The Contractor shall maintain, for a minimum of five years after the completion of the Contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract. The Contractor shall further make all such books, records, and supporting documents related to the Contract available for review and audit by any internal or external auditor of FPIF and shall cooperate fully with any such audit and will further provide any such auditor full access to all relevant materials.
- (25) **Non-Solicitation.** The Contractor agrees to notify the FPIF Ethics Officer if it solicits or intends to solicit for employment any of the employees of FPIF during the term of the Contract.
- (26) **Public Records/Open Meetings.** The Contractor understands and acknowledges that FPIF and this Contract are subject to the provisions of the Illinois Open Meetings Act (5 ILCS 120/1, *et seq.*) and the Illinois Freedom of Information Act (5 ILCS 140/1, *et seq.*).

Under penalties of perjury, the Contractor certifies that its correct Federal Taxpayer Identification Number is _____.

The Contractor is doing business as a(n) (please check applicable entity):

- | | | |
|--|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Medical / Health Care Services Provider Corp. |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Not-for-Profit Corp. | <input type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Trust or Estate | <input type="checkbox"/> Other: _____ | |

Exhibit B

FPIF acts as fiduciary for its member funds. As fiduciaries, the Board of FPIF is responsible for managing, investing, reinvesting, preserving, and protecting fund assets.

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

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

1. Political Contribution Disclosure

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

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

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

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

PROVIDE RESPONDENT'S POLITICAL CONTRIBUTION DISCLOSURES IN AN ATTACHMENT.

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

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

All bidding materials from potential FPIF vendors must be accompanied by a disclosure of any ownership of the vendor in excess of 7.5%, as well as a disclosure of any distributive income

share in excess of \$100,000.00 of the bidding entity and its parent entity. If the vendor is a publicly traded entity subject to Federal 10K reporting, it may submit its 10K disclosure to satisfy the 5% ownership disclosure. Distributive income share, in this instance, is a fee, commission, bonus, or any other form of remuneration conferred by the bidding entity or its parent contingent on the bidding entity's selection for procurement of services by FPIF.

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

PLEASE PROVIDE OWNERSHIP DISCLOSURES IN AN ATTACHMENT.

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

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

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

Exhibit C

Representations and Certifications:

1. _____ shall comply with all applicable laws of the State of Illinois and the United States of America, and any governmental or regulatory authority outside of the United States.
2. No party may assign this Agreement, in whole or in part, nor delegate, except as contemplated herein, all or part of the performance of duties required of it by this Agreement without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be void.
3. If any provision of this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the other provisions of this Agreement shall not be affected, and there shall be deemed substituted for the provision at issue a valid, legal, and enforceable provision as similar as possible to the provision at issue.
4. _____ and FPIF each represents to the other that it is duly authorized and fully empowered to execute, deliver, and perform this Agreement.
5. _____ shall maintain, for a minimum of 5 years after the completion of this Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. _____ further agrees to cooperate fully with any audit and to makes this Agreement, and all books, records, and supporting documents related to this Agreement, available to the Auditor General, chief procurement officer, internal auditor, and the purchasing agency. Failure to maintain the books, records, and supporting documents required by this Agreement shall establish a presumption in favor of the State of Illinois for the recovery of any funds paid by the State of Illinois under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
6. _____ certifies that _____ is its correct tax identification number and that the firm is doing business as a _____.
7. _____ shall notify FPIF in writing within five (5) business days of any material changes in senior officers, senior personnel involved in the management of the Account, ownership, significant legal actions instituted against Respondent, or any investigations, examinations, or other proceedings commenced by any governmental regulatory agency which is not conducted in the ordinary course of Respondent's business.
8. _____ certifies that Respondent and, to the best of its knowledge, Respondent's subcontractors (if any), have complied with Illinois Executive Order 1-2007.
9. _____ certifies that Respondent is not an Illinois Finance Entity as defined by 40 ILCS 5/1-110.10.
10. _____ acknowledges that a description of this Agreement may be posted on FPIF's website, including the name of the organization, the total amount applicable to the Agreement, the total fees paid or to be paid under the Agreement and a disclosure, approved by FPIF, describing the factors that contributed to the selection of the organization.
11. _____ agrees to disclose the names and address of: (i) Respondent; (ii) any entity that is a parent of, or owns a controlling interest in, Respondent; (iii) any entity that is a subsidiary of, or in which a controlling interest is owned by, Respondent; (iv) any persons who have an ownership or distributive income share in Respondent that is in excess of 7.5%; or (v) any persons who serve as executive officers of Respondent.
12. _____ agrees to provide full disclosure of direct and indirect fees, commissions, penalties, and other compensation, including reimbursement for expenses, that may be paid by or on behalf of the organization in connection with the provisions of services to FPIF. Such disclosure shall be updated promptly.
13. _____ will furnish to FPIF, from time to time, such evidence as FPIF may reasonably request that it satisfies the foregoing requirements and shall promptly notify FPIF if it has

reason to believe that any of the foregoing representations, warranties, or covenants may cease to be satisfied.

14. _____ acknowledges that FPIF is unable to provide its vendors with any indemnification rights in a resulting Agreement with FPIF and agrees that, if selected pursuant to this procurement process, such limitation will not impact the contract negotiations between FPIF and the Respondent.

NOTE – ADDITIONAL CERTIFICATIONS AND REPRESENTATIONS MAY BE NEGOTIATED IN ANY RESULTING AGREEMENT WITH FPIF.

Appendix 1 **Other Information**

Other Procedural Information

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

Diversity. Public Act 96-0006 encourages FPIF to increase the racial, ethnic, and gender diversity of its fiduciaries, to the greatest extent feasible within the bounds of financial and fiduciary prudence. In furtherance of this Act, it is the goal of FPIF to use its best efforts to increase the racial, ethnic, and gender diversity of its vendors and fiduciaries, including its investment managers.

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

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

Freedom of Information Act. Respondents are advised that proposal materials are subject to the Illinois Freedom of Information Act (5 ILCS 140). After completion of the RFP, selection by FPIF and successful negotiation of a contract, if any, proposals submitted may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Illinois Freedom of Information Act for information within the Respondents' proposals must identify relevant language as confidential and identify in the email transmission of the proposal whether confidential information is included. Further, each page of confidential documentation must be labeled as such. The Respondent must also specify which statutory exemption applies for each piece of confidential information. The Freedom of Information Act can be found at the Illinois General Assembly's website (<http://www.ilga.gov/>).

FPIF reserves the right to make determinations of confidentiality. If FPIF disagrees with a Respondent's confidential designation, it may either reject the proposal or discuss its interpretation of the exemptions with the Respondent. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, FPIF may remove the proposal from consideration. Respondents waive any cause of action against FPIF if FPIF discloses any information provided by a Respondent pursuant to this RFP that was required to be disclosed pursuant to law.

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

disclosed, in accordance with the State Officials and Employees Ethics Act.

Other Requirements and Information.

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

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

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

The evaluation process will be structured to secure highly skilled, diligent, responsive and experienced professional accounting and consulting firms who will be effective in providing the high quality of services that FPIF desires. The primary objective of the evaluation process is to select an accounting and consulting firm that:

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

FPIF reserves the right to request additional information from any or all Respondents to assist it in its evaluation process.

Appendix 2
Article 4 Funds

A listing of the pension funds that will be consolidated into the FPIF include the following:

- 1 ADDISON FPD FIREFIGHTERS PENSION FUND
- 2 ALGONQUIN LAKE IN THE HILLS FPD PENSION FUND
- 3 ALSIP FIREFIGHTERS PENSION FUND
- 4 ALTON FIREFIGHTERS PENSION FUND
- 5 ANNA FIREFIGHTERS PENSION FUND
- 6 ARLINGTON HEIGHTS FIREFIGHTERS PENSION FUND
- 7 AURORA FIREFIGHTERS PENSION FUND
- 8 BARRINGTON FIREFIGHTERS PENSION FUND
- 9 BARTLETT FPD FIREFIGHTERS PENSION FUND
- 10 BATAVIA FIREFIGHTERS PENSION FUND
- 11 BEACH PARK FPD FIREFIGHTERS PENSION FUND
- 12 BEARDSTOWN FIREFIGHTERS PENSION FUND
- 13 BEECHER FPD FIREFIGHTERS PENSION FUND
- 14 BELLEVILLE FIREFIGHTERS PENSION FUND
- 15 BELLWOOD FIREFIGHTERS PENSION FUND
- 16 BELVIDERE FIREFIGHTERS PENSION FUND
- 17 BEMENT FPD FIREFIGHTERS PENSION FUND
- 18 BENSENVILLE FIREFIGHTERS PENSION FUND
- 19 BENTON FIREFIGHTERS PENSION FUND
- 20 BERWYN FIREFIGHTERS PENSION FUND
- 21 BLOOMINGDALE FPD FIREFIGHTERS PENSION FUND
- 22 BLOOMINGTON FIREFIGHTERS PENSION FUND
- 23 BLUE ISLAND FIREFIGHTERS PENSION FUND
- 24 BOLINGBROOK FIREFIGHTERS PENSION FUND
- 25 BOURBONNAIS FPD FIREFIGHTERS PENSION FUND
- 26 BRADLEY FIREFIGHTERS PENSION FUND
- 27 BRIDGEVIEW FIREFIGHTERS PENSION FUND
- 28 BRISTOL-KENDALL FPD FIREFIGHTER'S PENSION FUND
- 29 BROADVIEW FIREFIGHTERS PENSION FUND
- 30 BROOKFIELD FIREFIGHTERS PENSION FUND
- 31 BUFFALO GROVE FIREFIGHTERS PENSION FUND
- 32 BURBANK FIREFIGHTERS PENSION FUND
- 33 BURLINGTON COMMUNITY FPD FIREFIGHTERS' PENSION FUN
- 34 BYRON FPD FIREFIGHTERS PENSION FUND
- 35 CAIRO FIREFIGHTERS PENSION FUND
- 36 CALUMET CITY FIREFIGHTERS PENSION FUND
- 37 CANTON FIREFIGHTERS PENSION FUND
- 38 CARBONDALE FIREFIGHTERS PENSION FUND
- 39 CARBONDALE TOWNSHIP FIREFIGHTERS PENSION FUND
- 40 CAROL STREAM FPD FIREFIGHTERS PENSION FUND
- 41 CARPENTERSVILLE FIREFIGHTERS PENSION FUND
- 42 CARTERVILLE FIREFIGHTERS PENSION FUND
- 43 CARY FPD FIREFIGHTERS PENSION FUND
- 44 CENTRALIA FIREFIGHTERS PENSION FUND
- 45 CENTRALIA FPD FIREFIGHTERS PENSION FUND
- 46 CHAMPAIGN FIREFIGHTERS PENSION FUND
- 47 CHANNAHON FIRE PROTECTION DISTRICT FIREFIGHTERS PENSION FUND
- 48 CHARLESTON FIREFIGHTERS PENSION FUND
- 49 CHATHAM FPD FIREFIGHTER'S PENSION FUND

50 CHERRY VALLEY FPD FIREFIGHTER'S PENSION FUND
51 CHICAGO HEIGHTS FIREFIGHTERS PENSION FUND
52 CHICAGO RIDGE FIREFIGHTERS PENSION FUND
53 CICERO FIREFIGHTERS' PENSION FUND
54 CLARENDON HILLS FIREFIGHTERS PENSION FUND
55 CLINTON FIREFIGHTERS PENSION FUND
56 COAL CITY FIREFIGHTER'S PENSION FUND
57 COLLINSVILLE FIREFIGHTERS PENSION FUND
58 COUNTRY CLUB HILLS FIREFIGHTERS PENSION FUND
59 COUNTRYSIDE FPD FIREFIGHTERS PENSION FUND
60 CRESTWOOD FIREFIGHTERS' PENSION FUND
61 CRYSTAL LAKE FIREFIGHTERS PENSION FUND
62 DANVILLE FIREFIGHTERS PENSION FUND
63 DARIEN WOODRIDGE FPD FIREFIGHTERS PENSION FUND
64 DECATUR FIREFIGHTERS PENSION FUND
65 DEERFIELD-BANNOCKBURN FPD FIREFIGHTERS PENSION FUN
66 DEKALB FIREFIGHTERS PENSION FUND
67 DES PLAINES FIREFIGHTERS' PENSION FUND
68 DIXON COMMUNITY FPD FIREFIGHTER PENSION FUND
69 DIXON FIREFIGHTERS PENSION FUND
70 DOLTON FIREFIGHTERS PENSION FUND
71 DOWNERS GROVE FIREFIGHTERS PENSION FUND
72 DUQUOIN FIREFIGHTERS PENSION FUND
73 EAST ALTON FIREFIGHTERS PENSION FUND
74 EAST DUNDEE/COUNTRYSIDE FPD FIREFIGHTERS PENSION F
75 EAST JOLIET FPD FIREFIGHTERS PENSION FUND
76 EAST MOLINE FIREFIGHTERS PENSION FUND
77 EAST PEORIA FIREFIGHTERS PENSION FUND
78 EAST ST LOUIS FIREFIGHTERS PENSION FUND
79 EDWARDSVILLE FIREFIGHTERS PENSION FUND
80 EFFINGHAM FIREFIGHTERS PENSION FUND
81 ELBURN/COUNTRYSIDE FPD FIREFIGHTERS PENSION FUND
82 ELGIN FIREFIGHTERS PENSION FUND
83 ELK GROVE VILLAGE FIREFIGHTERS PENSION FUND
84 ELMHURST FIREFIGHTERS PENSION FUND
85 ELMWOOD PARK FIREFIGHTERS PENSION FUND
86 ELWOOD FIRE PROTECTION DISTRICT
87 EVANSTON FIREFIGHTERS PENSION FUND
88 EVERGREEN PARK FIREFIGHTERS PENSION FUND
89 FAIRFIELD FIREFIGHTERS PENSION FUND
90 FAIRVIEW/CASEYVILLE FPD FIREFIGHTERS PENSION FUND
91 FLOSSMOOR FIREFIGHTERS PENSION FUND
92 FOREST PARK FIREFIGHTERS PENSION FUND
93 FOREST VIEW FIREFIGHTERS PENSION FUND
94 FOSTERBURG FPD FIREFIGHTERS PENSION FUND
95 FOX LAKE FPD FIREFIGHTER'S PENSION FUND
96 FRANKFORT FPD FIREFIGHTERS PENSION FUND
97 FRANKLIN PARK FIREFIGHTERS PENSION FUND
98 FREEPORT FIREFIGHTERS PENSION FUND
99 GALESBURG FIRE FIGHTERS PENSION FUND
100 GENEVA FIREFIGHTERS PENSION FUND
101 GLENCOE FIREFIGHTERS PENSION FUND
102 GLENSIDE FPD FIREFIGHTERS PENSION FUND
103 GLENVIEW FIREFIGHTERS PENSION FUND
104 GLENWOOD FIREFIGHTERS PENSION FUND

105 GODFREY PAID FIREFIGHTERS PENSION FUND
106 GRANITE CITY FIREFIGHTERS PENSION FUND
107 GRAYSLAKE FPD FIREFIGHTERS PENSION FUND
108 GREATER ROUND LAKE FPD FIREFIGHTERS PENSION FUND
109 GURNEE FIREFIGHTERS PENSION FUND
110 HAMPSHIRE FPD FIREFIGHTERS PENSION FUND
111 HANOVER PARK FIREFIGHTERS PENSION FUND
112 HARLEM-ROSCOE FIREFIGHTERS PENSION FUND
113 HARRISBURG FIREFIGHTERS PENSION FUND
114 HARVEY FIREFIGHTERS PENSION FUND
115 HAZEL CREST FIREFIGHTERS PENSION FUND
116 HERRIN FIREFIGHTERS PENSION FUND
117 HIGHLAND PARK FIREFIGHTERS PENSION FUND
118 HIGHWOOD FIREFIGHTERS PENSION FUND
119 HILLSBORO FIREFIGHTER'S PENSION FUND
120 HILLSIDE FIREFIGHTERS PENSION FUND
121 HINCKLEY COMMUNITY FPD FIREFIGHTER'S PENSION FUND
122 HINSDALE FIREFIGHTERS PENSION FUND
123 HOFFMAN ESTATES FIREFIGHTERS PENSION FUND
124 HOMER TOWNSHIP FPD FIREFIGHTERS PENSION FUND
125 HOMEWOOD FIREFIGHTERS PENSION FUND
126 HUNTLEY FPD FIREFIGHTERS PENSION FUND
127 ITASCA FPD #1 FIREFIGHTERS PENSION FUND
128 IVESDALE FPD FIREFIGHTERS PENSION FUND
129 JACKSONVILLE FIREFIGHTERS PENSION FUND
130 JEFFERSON FPD FIREFIGHTERS PENSION FUND
131 JERSEYVILLE FIREFIGHTER'S PENSION FUND
132 JOLIET FIREFIGHTERS PENSION FUND
133 KANKAKEE FIREFIGHTERS' PENSION FUND
134 KEWANEE COMMUNITY FPD FIREFIGHTERS PENSION FUND
135 KEWANEE FIREFIGHTERS PENSION FUND
136 LAGRANGE FIREFIGHTERS PENSION FUND
137 LAKE EGYPT FPD FIREFIGHTERS PENSION FUND
138 LAKE FOREST FIREFIGHTERS PENSION FUND
139 LAKE VILLA FPD FIREFIGHTER'S PENSION FUND
140 LAKE ZURICH FIREFIGHTERS PENSION FUND
141 LANSING FIREFIGHTERS PENSION FUND
142 LASALLE FIREFIGHTERS PENSION FUND
143 LEMONT FPD FIREFIGHTERS PENSION FUND
144 LEYDEN FPD FIREFIGHTERS PENSION FUND
145 LIBERTYVILLE FIREFIGHTERS PENSION FUND
146 LINCOLN FIREFIGHTERS PENSION FUND
147 LINCOLN RURAL FPD FIREFIGHTERS PENSION FUND
148 LINCOLNSHIRE-RIVERWOODS FPD FIREFIGHTERS PENSION FUND
149 LISLE-WOODRIDGE FPD FIREFIGHTERS PENSION FUND
150 LITCHFIELD FIREFIGHTERS PENSION FUND
151 LOCKPORT TOWNSHIP FPD PENSION FUND
152 LOMBARD FIREFIGHTERS PENSION FUND
153 LONG CREEK FPD FIREFIGHTERS PENSION FUND
154 LONG GROVE FIREFIGHTERS PENSION FUND
155 LYONS FIREFIGHTERS PENSION FUND
156 MACOMB FIREFIGHTERS PENSION FUND
157 MANHATTAN FPD FIREFIGHTER'S PENSION FUND
158 MANTENO COMMUNITY FPD FIREFIGHTERS PENSION FUND
159 MARION FIREFIGHTERS PENSION FUND

160 MARKHAM FIREFIGHTERS PENSION FUND
161 MARYVILLE FIREFIGHTER'S PENSION FUND
162 MATTESON FIREFIGHTERS PENSION FUND
163 MATTOON FIREFIGHTERS PENSION FUND
164 MAYWOOD FIREFIGHTERS PENSION FUND
165 MCCOOK FIREFIGHTERS PENSION FUND
166 MCHENRY TOWNSHIP FIREFIGHTERS PENSION FUND
167 MELROSE PARK FIREFIGHTERS PENSION FUND
168 MENDOTA FIREFIGHTERS PENSION FUND
169 METROPOLIS FIREFIGHTERS PENSION FUND
170 MIDLOTHIAN FIREFIGHTERS PENSION FUND
171 MINOOKA FPD FIREFIGHTERS PENSION FUND
172 MOKENA FPD FIREFIGHTERS PENSION FUND
173 MOLINE FIREFIGHTERS PENSION FUND
174 MONMOUTH FIREFIGHTERS PENSION FUND
175 MONTGOMERY & COUNTRYSIDE FPD FIREFIGHTER'S PENSION
176 MORRIS FIREFIGHTERS' PENSION FUND
177 MORTON GROVE FIREFIGHTERS PENSION FUND
178 MOUNT CARMEL FIREFIGHTERS PENSION FUND
179 MOUNT PROSPECT FIREFIGHTERS PENSION FUND
180 MOUNT VERNON FIREFIGHTERS PENSION FUND
181 MOUNT ZION FPD FIREFIGHTERS PENSION FUND
182 MUNDELEIN FIREFIGHTERS PENSION FUND
183 MURPHYSBORO FIREFIGHTERS PENSION FUND
184 NAPERVILLE FIREFIGHTERS PENSION FUND
185 NEW LENOX FPD FIREFIGHTERS PENSION FUND
186 NEWPORT TOWNSHIP FPD FIREFIGHTERS PENSION FUND
187 NILES FIREFIGHTERS PENSION FUND
188 NORMAL FIREFIGHTERS' PENSION FUND
189 NORTH AURORA FPD FIREFIGHTERS PENSION FUND
190 NORTH CHICAGO FIREFIGHTERS PENSION FUND
191 NORTH MAINE FPD FIREFIGHTERS PENSION FUND
192 NORTH PALOS FPD FIREFIGHTERS PENSION FUND
193 NORTH PARK FPD FIREFIGHTER'S PENSION FUND
194 NORTH RIVERSIDE FIREFIGHTERS PENSION FUND
195 NORTHBROOK FIREFIGHTERS PENSION FUND
196 NORTHLAKE FPD FIREFIGHTERS PENSION FUND
197 NORTHWEST HOMER FPD FIREFIGHTERS PENSION FUND
198 NORTHWEST ST CLAIR COUNTY FPD FIREFIGHTERS PENSION
199 NORWOOD PARK FPD FIREFIGHTERS PENSION FUND
200 NUNDA RURAL FPD FIREFIGHTERS PENSION FUND
201 OAK BROOK FIREFIGHTERS PENSION FUND
202 OAK FOREST FIREFIGHTERS PENSION FUND
203 OAK LAWN FIREFIGHTERS PENSION FUND
204 OAK PARK FIREFIGHTERS PENSION FUND
205 OAKBROOK TERRACE FPD FIREFIGHTERS' PENSION FUND
206 O'FALLON FIREFIGHTERS' PENSION FUND
207 OLNEY FIREFIGHTERS PENSION FUND
208 OREGON FPD FIREFIGHTERS PENSION FUND
209 ORLAND FPD FIREFIGHTERS PENSION FUND
210 OSWEGO FPD FIREFIGHTERS PENSION FUND
211 OTTAWA FIREFIGHTERS PENSION FUND
212 PALATINE FIREFIGHTERS PENSION FUND
213 PALATINE RURAL FPD FIREFIGHTERS PENSION FUND
214 PALOS FPD PENSION FUND

215 PALOS HEIGHTS FPD PENSION FUND
216 PARIS FIREFIGHTERS PENSION FUND
217 PARK FOREST FIREFIGHTERS PENSION FUND
218 PARK RIDGE FIREFIGHTERS PENSION FUND
219 PEKIN FIREFIGHTERS PENSION FUND
220 PEORIA FIREFIGHTERS PENSION FUND
221 PEOTONE FPD FIREFIGHTERS PENSION FUND
222 PERU FIREFIGHTERS PENSION FUND
223 PINGREE GROVE & COUNTRYSIDE FPD FIREFIGHTER'S PENS
224 PLAINFIELD FPD FIREFIGHTERS PENSION FUND
225 PLEASANTVIEW FPD
226 PONTIAC FIREFIGHTERS PENSION FUND
227 POSEN FIREFIGHTERS PENSION FUND
228 PRINCETON FIREFIGHTERS PENSION FUND
229 PROSPECT HEIGHTS FPD FIREFIGHTERS PENSION FUND
230 QUINCY FIREFIGHTERS PENSION FUND
231 RIVER FOREST FIREFIGHTERS PENSION FUND
232 RIVERDALE FIREFIGHTERS PENSION FUND
233 ROBBINS FIREFIGHTERS PENSION FUND
234 ROBERTS PARK FPD FIREFIGHTERS PENSION FUND & Justice
235 ROBINSON FPD FIREFIGHTERS PENSION FUND
236 ROCHELLE FIREFIGHTERS PENSION FUND
237 ROCK FALLS FIREFIGHTERS PENSION FUND
238 ROCK ISLAND FIREFIGHTERS PENSION FUND
239 ROCKFORD FIREFIGHTERS PENSION FUND
240 ROLLING MEADOWS FIREFIGHTERS PENSION FUND
241 ROMEOVILLE FIREFIGHTERS PENSION FUND
242 ROSELLE FIREFIGHTERS PENSION FUND
243 RUTLAND/DUNDEE TWPS FPD FIREFIGHTER'S PENSION FUND
244 SALEM FPD FIREFIGHTERS PENSION FUND
245 SAUK VILLAGE FIREFIGHTERS PENSION FUND
246 SAVANNA FIREFIGHTERS PENSION FUND
247 SCHAUMBURG FIREFIGHTERS PENSION FUND
248 SCHILLER PARK FIREFIGHTERS PENSION FUND
249 SHELBYVILLE FPD FIREFIGHTERS PENSION FUND
250 SIGNAL HILL FPD FIREFIGHTERS PENSION FUND
251 SILVIS FIREFIGHTERS PENSION FUND
252 SKOKIE FIREFIGHTERS PENSION FUND
253 SOUTH BELOIT FIREFIGHTER'S PENSION FUND
254 SOUTH CHICAGO HEIGHTS FIREFIGHTERS PENSION FUND
255 SOUTH ELGIN/COUNTRYSIDE FPD FIREFIGHTERS PENSION F
256 SOUTH HOLLAND FIREFIGHTERS' PENSION FUND
257 SPRINGFIELD FIREFIGHTER'S PENSION FUND
258 ST CHARLES FIREFIGHTERS PENSION FUND
259 STERLING FIREFIGHTERS PENSION FUND
260 STILLMAN FPD PENSION FUND
261 STREAMWOOD FIREFIGHTERS PENSION FUND
262 STREATOR FIREFIGHTERS PENSION FUND
263 SUGAR GROVE FPD FIREFIGHTER'S PENSION FUND
264 SULLIVAN FPD FIREFIGHTERS PENSION FUND
265 SWANSEA FIREFIGHTERS PENSION FUND
266 SYCAMORE FIREFIGHTERS PENSION FUND
267 TAYLORVILLE FIREFIGHTERS PENSION FUND
268 TRI-STATE FPD FIREFIGHTERS PENSION FUND

269 TRI-TOWNSHIP FPD FIREFIGHTERS PENSION FUND
270 TROY FPD FIREFIGHTERS PENSION FUND
271 UNIVERSITY PARK FIREFIGHTERS PENSION FUND
272 URBANA FIREFIGHTERS PENSION FUND
273 VILLA PARK FIREFIGHTERS PENSION FUND
274 WARRENVILLE FPD FIREFIGHTERS PENSION FUND
275 WAUCONDA FPD FIREFIGHTER'S PENSION FUND
276 WAUKEGAN FIREFIGHTERS PENSION FUND
277 WEST CHICAGO FPD FIREFIGHTERS PENSION FUND
278 WEST DUNDEE FIREFIGHTERS PENSION FUND
279 WEST FRANKFORT FIREFIGHTERS PENSION FUND
280 WESTCHESTER FIREFIGHTERS PENSION FUND
281 WESTERN SPRINGS FIREFIGHTERS PENSION FUND
282 WESTMONT FIREFIGHTERS PENSION FUND
283 WHEATON FIREFIGHTERS PENSION FUND
284 WHEELING FIREFIGHTERS PENSION FUND
285 WILLIAMSON COUNTY FIREFIGHTERS PENSION FUND
286 WILMETTE FIREFIGHTERS PENSION FUND
287 WILMINGTON FPD FIREFIGHTER'S PENSION FUND
288 WIN-BUR-SEW FPD FIREFIGHTERS PENSION FUND
289 WINFIELD FPD FIREFIGHTERS PENSION FUND
290 WINNETKA FIREFIGHTERS PENSION FUND
291 WOOD DALE FPD FIREFIGHTERS PENSION FUND
292 WOOD RIVER FIREFIGHTERS PENSION FUND
293 WOODSTOCK FIRE/RESCUE DIST. FIREFIGHTERS' PENSION
294 WORTH FIREFIGHTERS PENSION FUND
295 YORK CENTER FIRE PROTECTION DISTRICT
296 ZION FIREFIGHTERS PENSION FUND