



OFFICE OF THE ILLINOIS STATE TREASURER
MICHAEL W. FRERICHS

Request for Proposals
Custody and Safekeeping Services
370-500-17-011

June 27, 2017

Proposals due by 1:00 p.m. CT on August 8, 2017

Mr. Jim Underwood
Chief Procurement Officer
400 West Monroe Street, Suite 401
Springfield, IL 62704

Office of the Illinois State Treasurer
Request for Proposals
Custody and Safekeeping Services
370-500-17-011

Table of Contents

I. OVERVIEW	3
II. BACKGROUND	3
III. SCOPE OF WORK.....	4
IV. PROPOSAL.....	6
V. RFP SCHEDULE AND PROCESS	12
VI. EVALUATION PROCESS AND CRITERIA	15
VII. CONTRACTUAL TERMS	18

Appendix A Current Custody and Safekeeping Account Structure

Appendix B The Illinois State Treasurer’s Office Investment Policy Statement for the State Investment Portfolio

Appendix C Monthly Repurchase Agreement and Commercial Paper Transactions FY 2015 and 2016

Appendix D Daily Collected Balances FY 2015 and 2016

Appendix E Acceptable Collateral Listing: List of Financial Assets Qualified for Collateral to Secure Deposits and Repurchase Agreements

Appendix F Account Analysis 822 EDI Format

Appendix G Proposed Cost Structure

Appendix H Illinois State Treasurer Certifications, Disclosures Financial Interest and Potential Conflicts of Interest (Disclosure Form A), and Disclosures Other Contract and Procurement Related Information (Disclosure Form B)

I. OVERVIEW

The Office of the Illinois State Treasurer (“Treasurer”) is issuing this Request for Proposals (“RFP”) for Custody and Safekeeping Services (“Services”). Financial institutions that submit Proposals (“Respondent”) shall submit their Proposals by 1:00 p.m. CT on August 8, 2017.

The Treasurer seeks a Contractor with an efficient and cost effective custody and safekeeping services process. The winning Respondent (“Contractor”) must be authorized to do business in Illinois as an Illinois bank or a national bank with a presence in Illinois. In addition, the Contractor must be a member of the Federal Reserve System and Depository Trust Company, have access to all services as a member bank, and qualify as a depository for public funds. At the time the Contractor submits its Proposal, or prior to that time, if required by law, the Contractor must have all required licenses, bonding, facilities, equipment and trained personnel necessary to perform the work specified in this RFP. Finally, the Contractor must have a minimum of ten (10) years of experience performing the services being sought by this RFP.

The Contractor shall enter into a contract with the Treasurer (“Agreement”) for an initial term of four (4) years. Upon expiration of this term, the Treasurer may elect to extend the Agreement for a period of time agreed upon by the parties, not to exceed a total of ten (10) years, including the initial four (4) years.

II. BACKGROUND

The Treasurer of the State of Illinois (“Treasurer”) has general statutory authority pursuant to the Public Funds Investment Act (30 ILCS 235/1 *et seq.*) to invest public funds in authorized investments as provided in the Act. The Deposit of State Moneys Act (15 ILCS 520/1 *et seq.*) authorizes the Treasurer to contract with any financial institution to provide custody and safekeeping services subject to the rules and regulations promulgated by the Treasurer.

The Treasurer will establish custody and safekeeping accounts for the purpose of receiving and holding financial assets and investment property delivered by securities intermediaries to the Treasurer for the benefit of the State of Illinois. In addition the Treasurer will establish demand deposit accounts in order to process all cash transactions associated with the respective custody and safekeeping accounts.

The estimates of numeric data, such as volume activity history, contained in this RFP are based on historical information or projections and may change as a result of future technological advancements, related statutory or administrative changes, agency initiatives, consumer behavior, and/or other factors.

III. SCOPE OF WORK

The Contractor shall provide the services set forth in this Section III (collectively, the “Services”):

- A. Open and maintain a custody and safekeeping account in the name of the Treasurer for each of the services requested by the Treasurer in this RFP (“Treasurer’s Accounts”) and any future services; these accounts are listed in the attached Appendix A Current Custody and Safekeeping Account Structure;
- B. Open a demand deposit account in the name of the Treasurer, for each respective custody account(s), multiple custody accounts can settle daily activity into a single demand deposit account;
- C. Accept the delivery of securities, and hold the property, which the Treasurer’s Office is authorized to invest in, pursuant to the attached Appendix B The Illinois State Treasurer’s Office Investment Policy Statement for the State Investment Portfolio and Appendix C Monthly Repurchase Agreement and Commercial Paper Transaction FY2015 and 2016;
- D. Accept the delivery of corporate and municipal securities, and hold the property, from securities intermediaries, as directed by the Treasurer’s External Investment Managers;
- E. Deliver the corporate and municipal securities to security intermediaries, as directed by the External Investment Managers;
- F. Deliver authorized securities, “free delivery” to the Treasurer’s Securities Lending Agent at the direction of the Treasurer;
- G. Receive authorized securities, “free delivery” from the Securities Lending Agent at the direction of the Treasurer and hold the property;
- H. Credit the appropriate custody and safekeeping account on payment date with the proceeds from all sales, maturities, principal, interest and any other payment types;
- I. Accept incoming wire transfers;
- J. Accept outgoing wire transfers initiated by the Treasurer;
- K. Accept Automated Clearing House Debits (ACH Debit) based on specific company IDs;
- L. Accept Automated Clearing House Credits (ACH Credit);
- M. Invest end of day collected balances, if applicable, for the Treasurer’s Demand Deposit Accounts. Provide information on all available sweep options, including any maximum or minimum dollar amount requirements; prior volume is attached hereto as Appendix D Average Monthly Collected Balances FY2015 and 2016. If sweep options are unavailable, specific accounts are not authorized for sweep options, or there are limit requirements for

maximum allowable balances, ensure collateralization of end of day collected balances, above the Federal Deposit Insurance Corporation (“FDIC”) insurance and sweep limits, through a pledge of securities in compliance with Sections 11 and 11.1 of the Deposit Of State Moneys Act (15 ILCS 520-11, 11.1);

- N. Pledge securities for collected balances, if applicable, which comply with the Acceptable Collateral Listing: List of Financial Assets Qualified for Collateral to Secure Deposits and Repurchase Agreements, attached hereto as Appendix E, equal to 102% of the market value of the largest total balance the Treasurer maintains with the Contractor, less the insurance amount provided by the FDIC. The collateral will be placed for safe keeping under the control and in the name of the Treasurer with a third party custodian designated by the Treasurer;
- O. Provide the Treasurer an earnings credit in the account analysis report, based on the average monthly collected balance, if applicable, in the Treasurer’s Accounts, and offset the fees related to the Treasurer’s Accounts with such earnings credit;
- P. Provide an ACH debit block and debit filter, with the ability to allow for specific company IDs to post to the Treasurer’s Accounts in order to prevent ACH fraud;
- Q. Provide the Treasurer with dual controls for both the establishment and maintenance of security administrator rights, as well as for the creation and maintenance of multiple users wire transfer templates;
- R. Provide the Treasurer a specific point of contact for the Services, direct access to staff, and emergency contact phone numbers;
- S. Provide the Treasurer the ability to electronically obtain by 6:00 a.m. CT a current and prior day bank statement, in addition, current and prior day transaction details for each account in Bank Administration Institute (“BAI”) file format, comma separated values (“CSV”), and portable document format (“PDF”) from the Contractor’s Treasury Management System;
- T. Provide the Treasurer the ability to electronically obtain by 6:00 a.m. CT a current and prior day custody and safekeeping statement, in addition, current and prior day transaction details; including the collateral for repurchase agreements, for each account in BAI, comma separated values (“CSV”), and portable document format (“PDF”) from the Contractor’s Treasury Management System or Trust System.
- U. Provide the Treasurer the ability to search all data fields related to a specific transaction within Contractor’s information reporting system or trust system;
- V. Provide the Treasurer the ability to produce reports that contain the details of the wire transfer, including the initiating and confirming parties;
- W. Provide the Treasurer the ability to produce a monthly account analysis statement in PDF format from the Contractor’s information reporting system, that details all services provided

by the Contractor, based on the agreed upon cost structure and all associated charges within ten (10) business days, following the last day of the month;

- X. Provide the Treasurer, within ten (10) business days following the last calendar day of the month, the ability to access an electronic data interchange (“EDI”) transmission, detailing the monthly service charges provided on the PDF version of the account analysis statement, in an 822 format that is compatible with the Treasurer’s account analysis program. Please see the Account Analysis 822 EDI Format, attached hereto as Appendix F, for an example;
- Y. Provide the Treasurer the ability to assign each Treasury Management user with a daily limit for initiating or confirming wire transfer transactions.

IV. PROPOSAL

A. Proposal Format

1. Cover Page – The cover page shall provide the name, physical address, e-mail address, and telephone number of the person(s) available for contact regarding the Proposal. Such person(s) must be authorized to make representations on behalf of the Respondent.
2. Table of Contents – Please list the sections in Respondent’s Proposal and their corresponding page numbers.
3. Introduction – Include any introductory remarks, not to exceed three (3) pages, deemed appropriate. Briefly discuss such topics as the Respondent’s background, management, facilities, staffing, related experience, and financial stability.
4. Scope of Work – Respondent shall provide a brief five (5) page narrative, describing the general conceptual approach Respondent would take to provide the Services and any other information Respondent believes is relevant. Emphasis should be on clarity, brevity and completeness of the response.
5. Answers to Questions – Respondent must respond to all of the questions presented in Section IV.B of this RFP. Respondent’s answers must include the headings (e.g. “Background”) and be numbered in the order provided in Section IV.B.
6. Service Team – Provide an organizational chart, biographies, and resumes for the proposed Service team, including research staff and support staff. Please identify the primary contact person and describe the role of each key person.
7. Subcontractors – Provide a list of the subcontractor(s) Respondent will use for the Services, if any and the general type of work to be performed by each subcontractor.
8. State Certifications and Disclosures – Respondent and any subcontractor(s) must submit the following three (3) fully executed documents: Illinois State Treasurer Certifications,

Disclosures Financial Interest and Potential Conflicts of Interest (Disclosure Form A), and the Disclosures Other Contract and Procurement Related Information (Disclosure Form B).

9. Cost Proposal – Respondent’s price (“Cost Proposal”) shall be provided in a separately sealed envelope. The required elements of the Cost Proposal are provided in Section IV.C of this RFP.
10. Redacted Copy – If the Proposal contains any information that Respondent considers to be exempt from public disclosure under the Illinois Freedom of Information Act (“FOIA”) (5 ILCS 140) or other applicable laws and rules, Respondent should submit in a separately sealed envelope an additional copy of the Proposal with proposed confidential information redacted, as detailed in Section V.E.9 of this RFP (“Redacted Copy”).

Proposals must be submitted in a sealed envelope or package bearing the title “Custody and Safekeeping Services Proposal 370-500-17-011 for the Office of the Illinois State Treasurer” and the Respondent’s name and address. The package must include one (1) original and five (5) copies of the Proposal. A separate envelope must contain one (1) original and five (5) copies of the Cost Proposal. If confidentiality of any information is asserted, one (1) Redacted Copy should be provided in an additional separate envelope. In addition, please provide one (1) electronic copy of the Proposal and one (1) separate electronic copy of the Cost Proposal, and, if confidentiality of any information is asserted, one (1) electronic Redacted Copy. Each electronic Proposal copy, each electronic Cost Proposal copy and, if submitted, the Redacted Copy shall be on a separate thumb drive or CD-ROM.

B. Questions to be Addressed in the Proposal

Respondents shall provide answers to the following questions:

Background and Experience

1. Provide a brief overview of the Respondent. Describe your corporate structure, including holding companies, parents, and corporate affiliates.
2. Certify whether since January 1, 2015, Respondent or its officer(s) or principal(s), acting within the scope of their employment, have been found liable or have been subject to a consent order as a result of any publicly disclosed enforcement action or other regulatory proceeding by any of the following entities, including any divisions thereof: the Securities and Exchange Commission, Department of Justice, Consumer Financial Protection Bureau, U.S. Department of the Treasury, Federal Deposit Insurance Corporation, or the Federal Reserve System.
3. Since January 1, 2015, has Respondent or any of its officers or principals, acting within the scope of their employment, been subject to any enforcement actions by any of the following entities, including any divisions thereof: Securities and Exchange Commission, Department of Justice, Consumer Financial Protection Bureau, U.S. Department of the

Treasury, Federal Deposit Insurance Corporation, or the Federal Reserve System? If so, provide a detailed explanation.

4. Has Respondent been a party to any lawsuit from January 1, 2015 to present? If so, please provide a detailed explanation.
5. Has Respondent experienced any data breach or loss of personal, financial or other data considered private or confidential since January 1, 2015? If so, provide details and what steps were taken to address the issue both in the short term related to the specific breach/loss and also in the longer term to prevent such a breach/loss from happening again.
6. Discuss Respondent's corporate governance compliance practices.
7. Describe Respondent's risk management practices and internal controls to ensure adherence to applicable federal and state laws, regulatory agency guidance, and industry best practices.
8. Provide Respondent's current IDC Financial Publishing, Inc. ("IDC") and Community Reinvestment Act ("CRA") rating.
9. Describe any changes in Respondent's ownership or management structure since January 1, 2015. Will these changes have any impact on Respondent's ability to provide the Services during the expected term of the Agreement?
10. Provide contact information for three (3) client references. References must be entities to which Respondent provided services most similar to the Services.
11. Does Respondent currently have or has Respondent had in the past ten (10) years any contracts that contain services similar to the Services with respect to size, scope, and complexity? For each contract, provide the following information:
 - a. The entity for which Respondent is providing or has provided services and a brief description of such entity;
 - b. The contract term; and
 - c. A description of the services Respondent is providing or has provided under the contract.

Financial Services

12. Please identify any item listed in Section III of this RFP that Respondent is unwilling or unable to perform and explain why.
13. Provide a proposed schedule for the implementation of the Services. The implementation schedule should include, but not be limited to, any specific implementation phases (e.g.

testing, training, etc.), materials available, and/or any on-site training provided by the Respondent.

14. How would Respondent provide an ACH debit block and filter on each of the Treasurer's Demand Deposit Accounts to prevent ACH fraud? Discuss in detail the available notification formats and timeline associated with the reporting of fraudulent activity and the available filter options.
15. Confirm Respondent's ability to assign user level limits for initiation and confirmation of wire transfer transaction, including a minimum threshold of \$2,000,000,000 per user.
16. Confirm Respondent's ability to release executed outgoing wire transfers within 30 minutes of transaction executed through online system.
17. Confirm Respondent's ability to ensure there are adequate funds so that no wire transfers are delayed due to daylight overdrafts.
18. Confirm Respondent's ability to post all security maturity proceeds to each custody account by 8:00 a.m. CT and transfer the cash to the respective demand deposit account by 8:30 a.m. CT.
19. Confirm Respondent's ability to ensure perfection of a security interest by the State in certain property to the highest degree possible under Illinois law.
20. What is the most efficient method to obtain information from the Respondent regarding account inquiries, discrepancies, questions, or any other type of information that may be sought?
21. What is Respondent's average response time to account inquiries, questions regarding discrepancies, and other requests for information?
22. How would Respondent staff this project in order to meet the Treasurer's customer service needs (direct access to staff, emergency contacts, etc.)?
23. Please confirm the ability of Respondent's internet Treasury Management System to produce the following reports in electronic formats by providing sample copies of them:
 - a. Daily bank account statements (summary and detail);
 - b. Daily custody and safekeeping statements including collateral for repurchase agreements (summary and detail);
 - c. Monthly bank account statements (detail);
 - d. Monthly custody and safekeeping account statements (detail);
 - e. Previous day transaction report for bank accounts (summary and detail);

- f. Previous day transaction report for custody and safekeeping accounts (summary and detail);
- g. Current day transaction report for bank accounts (summary and detail);
- h. Current day transactions report for custody and safekeeping accounts (summary and detail);
- i. Sweep report (end of day investments, including collateral pledged) for bank accounts;
- j. 822 monthly account analysis (electronic file and detail statement) for bank accounts and custody and safekeeping accounts; Refer to the Account Analysis 822 EDI Format for the file format.
- k. ACH debit block and filter exception review;
- l. Initiation and confirmation of wire transfer transactions;
- m. Ad-hoc reporting (the ability to search transactions based on specific criteria and export the results to either PDF or Excel formats); and
- n. Administrative report.

24. Provide a detailed list of all of Respondent's current options for the investment of collected funds, their daily balance limitations, if applicable, and the historical rate of return. If available and applicable, prospectuses shall also be provided. Respondent's investment options must meet the requirements of The Illinois State Treasurer's Office Investment Policy Statement for the State Investment Portfolio, attached hereto as Appendix B.

Qualifications

- 25. If possible, please provide a summary of any unique expertise, products, or services that would assist Respondent in performing the Services;
- 26. Please provide ratings from two (2) rating agencies, registered with the Securities Exchange Commission as a Nationally Recognized Statistical Rating Organization ("NRSRO"). Include ratings for senior debt, subordinated debt, and long-term deposits, if available.
- 27. Provide documents that sufficiently demonstrate Respondent's intent to continue in the Services-related line of business throughout the proposed contract term.

Diversity

28. If publicly owned, please provide the number and percentage of members of the Respondent's governance board who are female, minority, military veterans, or persons with disabilities. Please cite with supporting data.
29. If privately owned, is the Respondent or its affiliates female, minority, persons with disabilities, or veteran-owned or managed? For purposes of this RFP, "female, minority, persons with disabilities, or veteran owned or managed" shall mean being owned or managed by 51% or more of a combination of female, minority, persons with disabilities, or military veteran. Please provide the number and percentage of Respondent's owners who are female, minority, military veterans, or persons with disabilities. Please cite with supporting data.
30. Please provide the number and percentage of Respondent's senior executive leaders (i.e. partner, president, COO, managing director, or other senior executives) who are female, minority, military veterans, or persons with disabilities. Please cite with supporting data.
31. Please provide the number and percentage of Respondent's staff (i.e. all full-time and part-time employees) who are female, minority, military veterans, or persons with disabilities. Please cite with supporting data.
32. What is the percentage of Respondent's intended use of subcontractors for this project, if any, that are female, minority, persons with disabilities, or veteran-owned or managed? Please cite with supporting data.

Corporate Responsibility – Environmental, Social and Governance Practices

33. Please note any policies, practices and/or business strategies the Respondent has in place to address long-term environmental risks and opportunities that may impact long-term sustainability.
34. Please highlight any policies, practices or resources that the Respondent has in place to retain and enhance the human capital at the firm.
35. Please explain how the Respondent fosters a corporate governance structure that mitigates business risks and enhances business operations.
36. Please highlight any activities, projects, or services the Respondent administers to alleviate societal issues and enhance its commitment to corporate social responsibility. Please cite with supporting data.

Illinois Presence

37. Is the Respondent incorporated in Illinois? Please provide the physical address and website of the Respondent's headquarters and all Illinois branch offices.
38. Please note how many full-time employees are located at the Respondent's headquarters and all Illinois branch offices.

39. Please describe what presence the Respondent has in the State of Illinois. Such “presence” can be demonstrated by noting (a) the number and (b) the percentage of the Respondent’s full-time employees who spend more than half their time in Illinois and have physical offices or a principal place of business located in Illinois.
40. Using the definition provided above, what percentage of the Respondent’s subcontractors for this project, if any, have an Illinois presence?
41. Please note whether the Respondent has any plans to locate staff or hire additional staff in the State of Illinois. Please provide supporting data.

C. Cost Proposal

For the Cost Proposal, Respondent shall complete and submit the Proposed Cost Structure, attached hereto as Appendix G, using the pre-determined average monthly volumes provided. When preparing the Cost Proposal, Respondent shall do the following:

1. Do not change the pre-determined averagely monthly volumes provided in the Proposed Cost Structure;
2. Clearly communicate the price where fees are applicable, if there are pricing issues or options that require further or separate explanation;
3. Set the pricing schedules to cover an initial four-year period;
4. Include all of the costs Respondent would charge, based upon the requirements outlined in this RFP;
5. Provide pricing for all line items associated with this RFP, regardless of whether volumes have been provided or not. Pricing should not be provided in a bundled format;
6. Provide any costs not specifically mentioned in the Proposed Cost Structure but applicable to the RFP or pertinent to “Unique Capabilities” under “Additional Services;”
7. Note that, as stated earlier, there will be an earnings credit to the account analysis, based on the average monthly collected balance in the Treasurer’s Account and such earnings credit will be used to offset fees related to the Treasurer’s Account; and
8. Indicate which amounts, if any, shall be paid to subcontractors.

V. RFP SCHEDULE AND PROCESS

This Section provides the schedule and process for this RFP.

A. RFP Schedule

The following is the schedule for this RFP:

Date	Event
June 27, 2017	RFP published on the Treasurer's website.
July 7, 2017	Notice of intent to attend Bidder's Conference due by 1:00 p.m. CT.
July 10, 2017	Optional Bidder's Conference at 1:00 pm CT.
July 13, 2017	All Respondent questions due by 1:00 p.m. CT.
July 26, 2017	Responses to all questions posted on the Treasurer's website by 4:00 p.m. CT.
August 8, 2017	Proposals due at 1:00 p.m. CT.
Week of September 5, 2017	Interviews and site visits, if any, with final candidates.
September 11, 2017	If applicable, best and final offer due by 1:00 p.m. CT.
Week of September 18, 2017	Notification of award and begin negotiation of Agreement.

These dates are subject to change at the Treasurer's discretion.

B. Contact Information

The Treasurer's Chief Procurement Officer ("CPO") is the sole point of contact concerning this RFP.

Respondents should submit questions about the intent or content of this RFP and request clarification of any and all procedures used for this procurement prior to the submission of a Proposal. Respondents must submit their questions in writing by e-mail to the CPO, Jim Underwood, at junderwood@illinoistreasurer.gov by 1:00 p.m. CT on July 13, 2017.

C. Optional Bidder's Conference

If a Respondent intends to participate in the Optional Bidder's Conference, Respondent must e-mail the CPO notice of intent to participate by 1:00 p.m. CT on July 7, 2017. Participation by telephone is acceptable. The Bidder's Conference shall be on July 10, 2017 at 1:00 p.m. CT at the following address:

400 West Monroe Street, Suite 401
Springfield, IL 62704

D. Proposal Submittal

All Proposals must be submitted by mail or messenger to the following address, no later than 1:00 p.m. CT on August 8, 2017:

Mr. Jim Underwood
Chief Procurement Officer
400 West Monroe Street, Suite 401
Springfield, IL 62704
Telephone: 217.782.1708

E RFP Process

1. Internet/E-mail Communications

The Treasurer may also communicate with Respondents via e-mail. Each Respondent should provide an e-mail address with its response for ease of communication throughout this RFP process.

2. Verbal Communications

Any verbal communication from the Treasurer's employees or its contractors concerning this RFP is not binding on the Treasurer, and shall in no way alter a specification, term or condition of this RFP.

3. Amendments

If it is necessary to amend this RFP, the Treasurer will post any amendments on its website at www.illinoistreasurer.gov.

4. Respondent's Costs

The cost of developing a Proposal is each Respondent's responsibility and shall not be charged to the Treasurer.

5. Withdrawal of Proposal

Respondent may withdraw its Proposal at any time prior to the deadline for receipt of Proposals. The Respondent must submit a written withdrawal request, addressed to the CPO and signed by the Respondent's duly authorized representative.

6. Modification of Proposal

A Respondent may submit an amended Proposal before the deadline for receipt of Proposals. Such amended Proposal must be a complete replacement for the previously submitted Proposal and must be clearly identified as such in the transmittal letter to the CPO.

7. Proposal is a firm offer

A Proposal submitted in response to this RFP is a firm and binding offer, valid for 180 days after the due date for Proposals or the due date for the receipt of a best and final offer, whichever falls later.

8. Proposal is State Property

On the Proposal due date, all Proposals and related material submitted in response to this RFP become the property of the State of Illinois.

9. Proposal is Part of a Public Procurement File

All Proposals received by the Treasurer will be open to the public, though a Respondent may request that the Treasurer treat certain information as confidential in accordance with 44 Ill. Admin. Code §1400.2505. If Respondent requests confidential treatment of any information it considers to be exempt from public disclosure under FOIA or other applicable laws and rules, Respondent should submit a Redacted Copy, which copy shall be clearly identified as the “Redacted Copy.” In a separate attachment to the Redacted Copy, Respondent shall supply a listing of the provisions of the Proposal, identified by section number, for which it seeks confidential treatment, identify the basis of each claimed exemption and show how that basis applies to the request for exemption in accordance with 44 Ill. Admin. Code §1400.2505(l). The Redacted Copy must retain as much of the Proposal as possible.

A request for confidential treatment will not supersede the Treasurer’s legal obligations under FOIA. The Treasurer will not honor requests to keep entire Proposals confidential, and will in any event disclose the successful Respondent’s name, the substance of the Response, and the price.

10 CPO May Cancel RFP

If the CPO determines that it is in the Treasurer’s best interest, he reserves the right to do any of the following: a) cancel this RFP; b) modify this RFP in writing as needed; or c) reject any or all Proposals received in response to this RFP.

10. Additional Information

The Treasurer reserves the right to request additional information and to meet with representatives of Respondent to discuss their Proposals.

VI. EVALUATION PROCESS AND CRITERIA

This Section explains how the Treasurer will evaluate the Proposals.

A. Mandatory Requirements

Failure to meet any of the following requirements shall lead to Respondent’s automatic disqualification:

1. Submit Proposal and accompanying Cost Proposal by 1:00 p.m. CT on August 8, 2017;
2. In Respondent’s Proposal, provide all of the sections and the information required for each section as set forth in Section IV.A of this RFP;

3. Provide the Cost Proposal in a separately sealed envelope and on a separate electronic storage device;
4. Be authorized to do business in Illinois as an Illinois bank or a national bank with a presence in Illinois;
5. Be a member of the Federal Reserve System and Depository Trust Company and have access to all services as a member bank. Qualify as a depository for public funds;
6. Be an established financial institution with all required licenses, bonding, facilities, equipment and trained personnel necessary to perform the work as specified in this RFP at the time of this RFP, or prior to that time, if required by law. The Treasurer reserves the right to require proof of said requirements within ten (10) calendar days from the date of receipt of the Respondent's Proposal; and
7. Have a minimum of ten (10) years of experience performing services that are considered identical or similar in nature to the Services.
8. Since January 1, 2015, Respondent or its officer(s) or principal(s), acting within the scope of their employment, have not been found liable or have not been subject to a consent order as a result of any publicly disclosed enforcement action or other regulatory proceeding by any of the following entities, including any divisions thereof: the Securities and Exchange Commission, Department of Justice, Consumer Financial Protection Bureau, U.S. Department of the Treasury, Federal Deposit Insurance Corporation, or the Federal Reserve System.

B. Scoring

Evaluation Factor	Maximum Number of Points Possible
Background and Experience	20
Qualifications and Quality of Financial Services	40
Diversity	10
Corporate Responsibility – Environmental, Social and Governance Practices	5
Illinois Presence	10
Cost Proposal	15
Interview, if applicable	5
TOTAL	105

C. Determining Scores

1. Background and Experience

Scoring will be based on Respondent's demonstrated talent and experience of assigned personnel and will incorporate the answers Respondent provides to the Background and Experience Questions in Section IV of this RFP. The breadth and depth of similar engagements will be considered. The evaluation will also include reference checks regarding the Respondent's work for other clients who received or are receiving services similar to those required by this RFP.

2. Qualifications and Quality of Financial Services

Respondent's ability to perform the Services will be evaluated based on the Scope of Work narrative and the answers Respondent provides to the Financial Services and Qualifications sections of the Proposal.

3. Diversity

Respondent's diversity score will be scored based on the answers the Respondent provides to the diversity questions in Section IV. The Evaluation Team shall award a higher diversity score to Respondents (including subcontractors) that are female, minority, person with disabilities, or veteran owned or managed. Having a higher percentage of subcontractors that are female, minority, person with disabilities, or veteran owned or managed shall also result in higher scores.

4. Corporate Responsibility – Environmental, Social and Governance Practices

Respondent's corporate responsibility shall be scored based on the answers Respondent provides to the Corporate Responsibility questions in Section IV.

5. Illinois Presence

Respondent's Illinois presence shall be scored based on the answers Respondent provides to the Illinois Presence questions in Section IV. Respondents with a principal place in Illinois and a higher percentage of employees in Illinois shall receive higher scores.

6. Cost Proposal

The Evaluation Team shall evaluate the cost-effectiveness of Respondent's Cost Proposal in order to determine the Cost Proposal score.

7. Interview

In the event the Treasurer does not conduct interviews, all Respondents will be awarded zero (0) points for this evaluation factor.

D. Evaluation Process

All Proposals will be reviewed for compliance with the RFP requirements and specifications. Proposals deemed non-responsive will be eliminated from further consideration. The Chief Procurement Officer may contact the Respondent for clarification of the Proposal, and the Evaluation Team may use other sources of publically available information to perform its

evaluation. Finally, the Evaluation Team will make a recommendation regarding the final Respondent.

VII. CONTRACTUAL TERMS

The Contractor shall agree to each contractual provision set forth in this Section.

A. Contractual Responsibility

Contractor will be contractually responsible for all services provided. By responding to the RFP, Contractor expressly agrees to the contractual requirements herein. Contractor shall at all times provide services in a commercially reasonable manner.

B. Governing Law

The Agreement shall be governed in all respects by the laws of the State of Illinois, without regard to conflicts of law principles. Any action by Contractor against the Treasurer can only be brought in the Illinois Court of Claims.

C. Term of Agreement

The initial term of the Agreement will be four (4) years, unless terminated in accordance with the terms of the Agreement. The Treasurer may with the consent of the Contractor, elect to extend the Agreement for additional periods, not to exceed a total term of ten (10) years (including the initial four (4) years).

D. Termination

1. Termination without Cause

The Treasurer may elect to terminate the Agreement at any time upon thirty (30) calendar days' notice. Upon termination, the Treasurer will pay for work satisfactorily completed prior to the date of termination.

2. Termination for Cause

Notwithstanding any language to the contrary, the Agreement may be terminated by the Treasurer or CPO under any of the following circumstances:

- a. Contractor fails to furnish satisfactory performance within the time specified;
- b. Contractor fails to perform any of the provisions of the Agreement or so fails to make progress so as to endanger the performance of the Agreement in accordance with its terms;
- c. Any services provided under the Agreement are rejected and are not promptly corrected by the Contractor or repeatedly rejected even though Contractor offers to correct services promptly;

- d. There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means were used to obtain the Agreement;
- e. Contractor is guilty of misrepresentation in connection with another contract for services to the State;
- f. Contractor is adjudged bankrupt or enters into a general assignment for the benefit of its creditors or receivership due to insolvency;
- g. Change in federal or State law or rules, or the Contractor's, or Treasurer's policies that would frustrate the purpose of the Agreement;
- h. Contractor disregards laws and ordinances, rules, or instructions of the Treasurer or his agents, acts in violation of any provision of the Agreement, or acts in conflict of any statutory or constitutional provision of the State of Illinois or the United States; or
- i. Contractor commits any other breach of the Agreement or commits other unlawful acts.
- j. Contractor provides notice pursuant to Section VII.S or fails to provide such notice.

Prior to terminating the Agreement for cause, the Treasurer shall issue a written warning that outlines the remedial action necessary to bring the Contractor into conformance with the Agreement. If such remedial action is not completed to the satisfaction of the Treasurer within thirty (30) business days, a second written warning may be issued. If satisfactory action is not taken by Contractor within five (5) business days of the date of the second written warning, the Agreement may be cancelled and the Treasurer may recover any and all damages involved with the transition to a new vendor including incidental and consequential damages. Failure by the Treasurer to issue a warning or cancel this Agreement does not waive any of the Treasurer's rights to issue subsequent warnings.

In addition, the Treasurer reserves the right to reduce the amount paid to Contractor as compensation for services under the Agreement during any period Contractor fails to perform with reasonable care any of its obligations under the Agreement.

E. Work Product

1. Ownership of work product.

Except as otherwise agreed to in writing, all work product, including, but not limited to, documents, reports, data, information, designs, code, and ideas specially produced, developed, or designed by the Contractor under the Agreement, whether preliminary or final, (collectively, "Work Product") will become and remain the property of the Treasurer, including any copyright or service marks developed by the Contractor on behalf of the Treasurer. The Treasurer shall have the right to use all such work product without restriction or limitation and without further compensation to the Contractor.

2. Return of Work Product

Within thirty (30) days after expiration or termination of the Agreement, the Contractor shall deliver to Treasurer, or to a third party, if so instructed by the Treasurer, all Work Product in Contractor's possession in the performance of the Agreement. If requested by the Treasurer, the Contractor shall certify in writing that all such Work Product has been delivered to the Treasurer.

F. State Furnished Property

Contractor shall be responsible for the security, protection, and return of all property furnished by the State of Illinois, if any, including but not limited to, items, research materials, photographs, and drawings.

G. Internal Controls

If applicable and upon request, the Contractor shall provide the Treasurer with a copy of the most recent Annual Report or Form 10-K of its parent bank holding company, which shall include the attestation of the company's independent registered accounting firm regarding the company's internal control over financial reporting.

H. Back-up Facilities

Upon execution of the Agreement, the Contractor and its subcontractor(s), if applicable shall provide the Treasurer a summary of their disaster recovery plan, back-up plan, and testing schedule.

I. Liability

The Treasurer assumes no liability for the acts or omissions of the Contractor. This liability rests solely with the Contractor. The Contractor shall be liable to the Treasurer for actual and compensatory damages that are available to the Treasurer in law or remedies in equity.

J. Indemnification

The Contractor will indemnify, defend, and hold Treasurer, their officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, lawsuits, losses, damages, causes of action, fines, or judgments, including costs, attorneys' and witnesses' fees and expenses incident thereto, for all injuries, including, but not limited to, injuries to person and for loss of, damage to, or destruction of property due to the Contractor's negligent acts or omissions or willful misconduct of Contractor, its employees, or its agents in connection with this RFP and subsequent Agreement.

K. Subcontractors

The Contractor may not use subcontractors to perform the Services, unless the subcontractor is approved in advance by the Treasurer. Contractor must disclose the duties to be performed by the subcontractor. The Contractor will be required to obtain written approval from the Treasurer prior to adding or changing subcontractors. Subcontractors will be required to complete the attached State Certifications and Disclosure Forms, found at as Appendix H.

L. Record Retention and Audit

Contractor and subcontractors, if any, agree to maintain books and records related to the performance of the Agreement and necessary to support amounts charged to the State under the Agreement for a minimum of three (3) years from the last action on the Agreement or after termination of the Agreement, whichever is longer. Contractor and subcontractors further agree to cooperate fully with any audit and to make the books and records available for review and audit by the Auditor General, chief procurement officers, internal auditor and the Treasurer; Contractor agrees to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all relevant materials. The three (3) year period shall be extended for the duration of any audit in progress during the term. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

M. Confidentiality and Security Requirements

1. Confidential Information

Contractor shall be prohibited from using or disclosing information received in the course of fulfilling its obligations pursuant to the Agreement (“Confidential Information”), except in the performance of its internal responsibilities and normal functions. Confidential Information includes all information but the following:

- a. Information already known or independently developed by the recipient;
- b. Information required to be released by law;
- c. Information in the public domain through no wrongful act of the recipient; and
- d. Information received from a third party who was free to disclose it.

2. Use of Confidential Information by Employees and Agents of Contractor

The requirement of confidentiality under this Agreement also applies to the employees and agents of the Contractor. The Contractor shall use its best efforts to ensure that its employees and agents adhere to the confidentiality requirements set forth herein. Use by and disclosure to employees and agents of Confidential Information to the extent necessary to carry out the terms and purposes of this Agreement is acceptable.

3. Protection of Confidential Information

The Contractor represents, warrants, and covenants that it has implemented and will maintain an information security program reasonably designed to protect Confidential Information, including customer information, which program includes administrative, technical, and physical safeguards to ensure the security and confidentiality of all customer information, to protect against anticipated threats or hazards to the security or integrity of such customer information, and to protect against unauthorized access to or use of such customer information.

4. Privacy Policy

Contractor will comply with any applicable federal or state laws or regulations, as well as any privacy policy developed by the Treasurer. Contractor further agrees to establish, maintain, and comply with a privacy policy with respect to the Project that meets the requirements of applicable law.

5. Program Lists

The Contractor specifically agrees that it shall not, and shall cause its subcontractors and affiliates not to, sell, provide, or otherwise disclose information from, any program list to any third party, unless otherwise directed to or approved by the Treasurer or required by applicable law.

M. Successor and Assignment

Each term and provision of the Agreement is binding and enforceable against and inures to the benefit of any successors of the Treasurer and any successors of Contractor, but neither this Agreement nor any of the rights or obligations under the Agreement may be transferred or assigned by a financial institution without the Treasurer's prior written consent. Any attempt by Contractor or subcontractor, if applicable, to transfer or assign any rights or obligations related to the Agreement without the prior written consent of the Treasurer shall render this Agreement voidable by the Treasurer. The Treasurer may unilaterally bind any successor of the Contractor to the terms and conditions of the Agreement.

O. Reporting and Testing

Following execution of the Agreement, the Contractor must provide a complete sample of all reports generated by your internet Treasury Management System. The reports must contain data specific to the type of transactions the account will be expecting on a daily basis. The selected respondent must also provide access to the Treasury Management System for the purpose of testing the exporting of information into the following formats: PDF, BAI2, CSV, and TXT. The export must also contain data specific to the type of transactions the account will be anticipating on a daily basis. The Treasurer must receive all reports and test data as soon as possible after selection but prior to implementation of the contract in order to perform all necessary testing in advance of execution date.

P. Compensation

The Contractor shall provide the Services pursuant to the Agreement on a fee-for-service basis to the Treasurer, as noted in the Proposed Cost Structure and may be compensated by State warrant on a review of the account analysis statement. During the term of the Agreement, the Contractor will submit a detailed monthly invoice to the Treasurer. Payment via EFT may be an option, as authorized by the General Assembly. As an alternative, services may be paid through compensating balances, or other investment vehicles as deemed necessary.

Q. Continuation of Services

The Contractor shall guarantee performance of the Services and agree to perform all Services in an efficient and professional manner. The Contractor's obligations and responsibilities pursuant to the Agreement shall not be affected in the event of personnel problems, strike by employees, work stoppages, and other employee-related events. The Contractor is responsible for and shall

provide commercially reasonable backup systems and shall review the adequacy of those systems with the Treasurer upon request. The prevention of such business interruption shall be the sole responsibility of the Contractor, and the Contractor shall immediately notify the Treasurer in the event such business interruption takes place. The Contractor shall be liable for any losses or damages sustained by the Treasurer due, in whole or in part, to the Contractor's failure to provide reasonable backup systems.

R. Certifications

The Contractor shall certify the following:

1. That the Contractor has the full legal right, power, and authority to execute and deliver the Agreement and to perform its obligations pursuant to the Agreement with no other corporate action on the part of the Contractor or its stockholders being necessary, and that the Agreement has been duly and validly executed and delivered by the Contractor, thereby constituting a legal, valid, and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms;
2. That the execution and delivery by the Contractor of the Agreement, the performance by Contractor of its duties and obligations thereunder, and the consummation of the transactions contemplated do not result in any of the following:
 - a. Conflict with or result in a violation or breach of any of the terms, conditions, or provisions of the charter or by-laws of Contractor;
 - b. Conflict with or result in a violation or breach of any term or provision of (a) any law, rule, regulation, judgment, decree, order, or injunction applicable to the Contractor or any of its assets and properties or (b) any agreement binding on or affecting the Contractor or any of its properties; or
 - c. Conflict with or result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default under any material agreement to which the Contractor is a party, or any material obligation or responsibility which the Contractor has to any third party.
3. That there is no action, suit, investigation, or proceeding pending or, to the best knowledge of the Contractor, threatened against the Contractor before any court, arbitrator, or administrative or governmental body that might result in any material adverse change in the operations of the Contractor or which might materially and adversely affect the ability of the Contractor to perform the Services or otherwise comply with its obligations under the Agreement.

S. Notice

The Contractor hereby agrees to give the Treasurer notice if at any point during the term of this Agreement, Contractor or its officer(s) or principal(s), acting within the scope of their employment, are found liable or become subject to a consent order as a result of any publicly disclosed enforcement action or other regulatory proceeding by any of the following entities,

including any divisions thereof: the Securities and Exchange Commission, Department of Justice, Consumer Financial Protection Bureau, U.S. Department of the Treasury, Federal Deposit Insurance Corporation, or the Federal Reserve System. The Contractor shall provide the Treasurer such notice within ten (10) business days of when Contractor knows or reasonably should have known of the liability or consent order. Contractor's delivery of notice pursuant to this Section or failure to provide the required notice shall give the Treasurer reason to terminate the Agreement for cause.

T. Most Favorable Terms

If more favorable terms are granted by the Contractor to any similar governmental agency in any state in a contemporaneous agreement under the same or similar financial terms and circumstances for comparable services, the more favorable terms will be applicable under the Agreement.

U. Change of Law or Policy

The Contractor shall notify the Treasurer in writing within ten (10) business days of any change or addition applicable to the Contractor in federal or state regulations or laws that would adversely affect either the terms of or the rights granted the Treasurer by the Agreement, and within five (5) business days of any legally required change in or addition to Contractor's internal operational policy that might affect the Contractor's performance of the Services, including but not limited to any policy that relates to management, maintenance, record keeping, safekeeping, custody, or subcontracting.

V. Modification of the Agreement

The Services to be provided under the Agreement shall be subject to modification and supplementation only upon the written agreement of the duly authorized representatives of the contracting parties. No modification of the terms of the Agreement shall be made that would materially change the delivery of service, unless such changes are mutually agreed by and between the Treasurer and the Contractor and shall be incorporated in written amendments to the Agreement, processed through and approved by the Treasurer.

W. State Certifications/Disclosures

The Agreement will incorporate Contractor's fully executed State Certifications and Disclosure Forms.

Appendix A Current Custody and Safekeeping Account Structure

Regular Account	Clearing Account	Child Support EFT Account
Repurchase Agreements Commercial Paper Corporate Bonds Municipal Bonds Supranational Bonds US Agency Securities-Delivered to Treasurer's Office upon Receipt US Treasury Securities-Delivered to Treasurer's Office upon Receipt Fed Eligible Supranational Bonds-Delivered to Treasurer's Office upon Receipt Demand Deposit Account Sweep Investment	Repurchase Agreements Demand Deposit Account Sweep Investment	Repurchase Agreements Demand Deposit Account Sweep Investment

ISTHA General Account	ISTHA Revenue Account	ISTHA Clearing Account
Repurchase Agreements US Agency Securities US Treasury Securities Demand Deposit Account	Repurchase Agreements Demand Deposit Account	Repurchase Agreements Demand Deposit Account

External Investment Manager Municipal Securities	External Investment Manager Corporate Securities	Secretary of State IDS
Municipal Bonds Demand Deposit Account Sweep Investment	Corporate Bonds Demand Deposit Account Sweep Investment	US Agency Securities US Treasury Securities Municipal Bonds

Estate Tax	Deferred Lottery Prizewinners Trust Account	
US Treasury Securities-Delivered to Treasurer's Office upon Receipt	Repurchase Agreements Demand Deposit Account Sweep Investment	

Appendix B



The Illinois State Treasurer's Office **Investment Policy Statement for the State Investment Portfolio**

1.0 POLICY:

Under this instrument, the Illinois State Treasurer's Investment Policy ("Policy"), it is the policy of the Illinois State Treasurer's Office ("Treasurer") to invest all funds under its control in a manner that provides the highest investment return using authorized instruments and supports community development efforts while meeting the State's daily cash flow demands in conformance with all state statutes governing the investment of public funds.

This Policy applies to all investments entered into on or after the adoption of this instrument. Until the expiration of investments made prior to the adoption of this Policy, such investments will continue to be governed by the policies in effect at the time such investments were made.

This Policy applies to any investment under the control of the Treasurer for which no other specific investment policy exists.

2.0 OBJECTIVE:

The primary objective in the investment of state funds is to ensure the safety of principal, while managing liquidity to pay the financial obligations of the State, and providing the highest investment return using authorized instruments.

2.1 SAFETY:

The safety of principal is the foremost objective of the investment program. State investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the portfolio. To achieve this objective, diversification, as defined in Section 8.0 of this Policy, is required to ensure that the Treasurer prudently manages market, interest rate and credit risks.

2.2 LIQUIDITY:

The investment portfolio shall remain sufficiently liquid to enable the State to meet all operating requirements that might be reasonably projected.

2.3 RETURN ON INVESTMENT:

The safety of principal and the availability of sufficient liquidity are the foremost objectives of the investment program. The investment portfolio shall be designed to obtain the highest available return given the foremost objectives. The Director of the State Portfolio and Banking shall seek to obtain the highest available return using authorized investments during budgetary and economic cycles as mandated in Section 1.0 of this Policy. When the Treasurer deposits funds in support of community development efforts, the rate of return shall include benefits other than direct investment income as authorized by Section 7 of the Deposit of State Moneys Act (15 ILCS 520/7).

The rate of return achieved on the Treasurer's portfolio is measured at regular intervals against relevant industry benchmarks established by the Investment Policy Committee (see Section 2.5 of this

Policy), to determine the effectiveness of investment decisions in meeting investment goals. Benchmarks shall be reviewed at a minimum of every two years to ensure accuracy and relevance.

2.4 SOCIALLY RESPONSIBLE INVESTING

Consistent with achieving the foremost investment objectives of the Treasurer set forth herein, the Treasurer's Office shall prudently exercise ethical and social stewardship in its investment decision-making as the Treasurer aspires to contribute to a more just, accountable and sustainable State of Illinois.

This Policy shall be implemented within a framework predicated on:

1. Integration of environmental, social and governance (ESG) factors as components of investment decision-making, due diligence and risk management given that these intangible factors may have a material financial impact as well as non-financial impacts;
2. Regular evaluation of ESG factors to ensure the factors are relevant to the Treasurer's investment portfolio and the evolving marketplace;
3. Attentive oversight of investment holdings to encourage the advancement of ESG through engagement with entities such as funds, companies, government bodies, and other organizations and to move the marketplace toward more socially responsible investment practices; and
4. Consideration of long-term sustainability and regulatory and reputational risks in addition to the current return environment in investment decision-making.

The Treasurer shall develop criteria for socially responsible investing that may pertain to particular products, funds, companies or government bodies, which shall be provided to internal and external investment managers to factor into their investment decision-making. The criteria for socially responsible investing shall be reviewed and updated every two (2) years at a minimum to ensure consistency within the rapidly changing definition of socially responsible investing.

The portfolio's investment officers shall endeavor to identify and select authorized investment options that meet the Treasurer's criteria for socially responsible investing and are within the framework of the investment objectives.

2.5 INVESTMENT POLICY COMMITTEE:

The Investment Policy Committee is chaired by the Treasurer and includes the following members of the Treasurer's office staff: Deputy Treasurer, Chief of Staff, Chief Investment Officer, Chief Policy and Programs Officer, General Counsel, Director of the Division of Accounting/Budget/Warrant, Director of the Division of State Portfolio and Banking, Portfolio Manager and Director of Portfolio Operations – Illinois Funds, Director of the Division of Illinois Funds and E-Pay Operations, Portfolio Investments & Cash Management Officer, and anyone else deemed appropriate by the Treasurer.

The Chief Investment Officer, who bears responsibility for the administration, planning, development and implementation of all financial and investment strategies per the direction of the Treasurer, shall assist the Treasurer in executing the duties and activities of the Investment Policy Committee.

3.0 ETHICS AND CONFLICTS OF INTEREST:

Authorized investment officers and employees in policy-making positions shall refrain from personal business activity that could conflict, or give the appearance of a conflict, with proper execution of the investment program, or that could impair their ability to make impartial investment decisions. Such individuals shall disclose to the Treasurer any material financial interests in financial institutions that conduct business within the State, and they shall further disclose any personal financial investment positions that could be related to the performance of the investment portfolio. In addition, such individuals shall subordinate their personal investment transactions to those of the investment portfolio, particularly with regard to the time of purchases and sales.

4.0 AUTHORIZED BROKERS/DEALERS AND FINANCIAL INSTITUTIONS:

A list shall be maintained of approved financial institutions, which shall be utilized by authorized investment officers. No state funds may be deposited in any financial institution until receipt of a current satisfactory or outstanding rating under the Community Reinvestment Act of 1977 and investment officers have conducted a safety and soundness review of the financial institution by consulting various bank rating services, unless the financial institution has not yet been rated by the bank rating services, in which case the institution may be eligible for a deposit that at maturity will not exceed \$250,000. The amount and duration of deposits shall be based on the safety and soundness review in accordance with guidelines established by the Investment Policy Committee and the diversification limits set forth in Section 8.0 of this Policy. Furthermore, the financial institution's record and current level of financial commitment to its local community will be considered when deciding whether to deposit state funds in that financial institution. No public deposit may be made except in a qualified public depository as defined by the Deposit of State Moneys Act (15 ILCS 520/et seq.).

In addition, a list shall be maintained of approved security brokers/dealers selected according to their creditworthiness, and their financial significance in the state, which shall be measured in terms of the location of the broker/dealer's corporate office, the number of full-time employees, the size of its payroll, or the extent that the broker/dealer has an economic presence in the state. The list may include "primary" dealers or regional dealers who qualify under Securities and Exchange Commission Rule 17 CFR § 15Cc3-1 (Net Capital Requirements for Brokers or Dealers).

All broker/dealers that wish to qualify to bid for investment transactions shall initially, and on a periodic basis upon request, provide to the Treasurer's credit review staff the following, where applicable:

- a) Audited financial statements or a published Statement of Condition;
- b) Proof of minority-, woman-, disabled-, and/or veteran-owned or -managed broker/dealer status;
- c) A signed copy of the Treasurer's trading authorization;
- d) Proof of State of Illinois registration;
- e) Proof of registration with the Securities and Exchange Commission;
- f) Completed Broker/Dealer and Authorized Counterparty Questionnaire;
- g) Certification of notice and knowledge of this Policy; and
- h) Any other documentation determined necessary by the Treasurer.

To the greatest extent feasible within the bounds of financial and fiduciary prudence, it is the policy of the Treasurer to remove any barriers to the full participation in investment transactions afforded via the investment program by actively identifying and considering for hire brokers/dealers that provide proof of minority-, female-, disabled-, and/or veteran-owned or -managed status. The Treasurer's Office shall establish a process by which said specially claimed statuses are verified, and a review shall be conducted at fixed intervals to ensure that special statuses continue to apply.

The Treasurer's Office shall seek to accord preference to qualified brokers/dealers that provide proof that their corporate headquarters is located in the State of Illinois. In doing so, the Treasurer's Office shall establish a process to verify the location of broker/dealers' corporate headquarters, and a review shall be conducted at fixed intervals to ensure that the Illinois-based location continues to apply.

An annual review of the financial condition and registration of qualified bidders will be conducted by the Treasurer's authorized investment officer(s). More frequent reviews may be conducted if warranted.

To the extent that the Investment Policy Committee deems it advisable to hire external investment consultants, it may do so in accordance with the procurement rules at 44 Ill. Adm. Code 1400.

5.0 AUTHORIZED AND SUITABLE INVESTMENTS:

The Treasurer has authorized the following types of investments subject to the provisions of the Deposit of State Moneys Act (15 ILCS 520) and the Public Funds Investment Act (30 ILCS 235):

- a)** Securities that are guaranteed by the full faith and credit of the United States of America ("United States") as to principal and interest;
- b)** Obligations of agencies and instrumentalities of the United States as originally issued by the agencies and instrumentalities; For purposes of this Section, the term "agencies and instrumentalities of the United States" includes: federal land banks, federal intermediate credit banks, banks for cooperative, federal farm credit banks, or any other entity authorized to issue debt obligations under the Farm Credit Act of 1971, and Acts amendatory thereto; the federal home loan banks and the federal home loan mortgage corporation; and any other agency created by Act of Congress and issues dollar-denominated debt;
- c)** Interest-bearing savings accounts, interest-bearing certificates of deposit, or interest-bearing time deposits of a bank as defined by Section 2 of the Illinois Banking Act (205 ILCS 5/2);
- d)** Interest-bearing accounts or certificates of deposit of any savings and loan association incorporated under the laws of the State of Illinois, any other state, or the United States;
- e)** Interest-bearing accounts for the deposit of funds in support of local community development efforts;
- f)** Dividend-bearing share accounts, share certificate accounts, or class of share accounts of a credit union chartered under the laws of the State of Illinois or the United States, which maintains its principal office in the State of Illinois;
- g)** Commercial paper of a corporation or a limited liability company that is organized in the United States with assets exceeding \$500,000,000 and is rated at the time of purchase at one of the two highest classifications established by at least two standard rating services;
- h)** Money market mutual funds registered under the Investment Company Act of 1940 (15 U.S.C.A. § 80a-1 et seq.) and rated at the highest classification of at least one standard rating service;
- i)** The Illinois Funds created under Section 17 of the State Treasurer Act (15 ILCS 505/17);
- j)** Repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986 (1 U.S.C.A. § 78o-5);
- k)** Interest-bearing bonds, at a price not to exceed par, issued by counties or municipal corporations of the State of Illinois, whether the interest earned thereon is taxable or tax-exempt under federal law. The bonds shall be registered in the name of the State of Illinois or held under a custodial agreement at a financial institution. The bonds shall be rated, at the time of purchase, within four intermediate credit ratings of the United States' sovereign credit rating by at least one accredited rating agency with nationally recognized expertise in rating bonds of states and their political subdivisions, but not less than an A- rating, or equivalent rating. The maturity or pre-refunded date(s) of the bonds authorized by this subsection shall, at the time of purchase, not exceed 10 years; provided that a longer maturity is authorized if the State of Illinois has a put option to tender the bonds within 10 years from the date of purchase;
- l)** Securities of a foreign government that are guaranteed by the full faith and credit of that government as to principal and interest and rated A or higher by at least two of the standard rating services, but only if the foreign government has not defaulted and has met its payment obligations in a timely manner on all similar obligations for at least 25 years prior to the time of acquiring those obligations;

- m)** Investments made in accordance with the Technology Development Act (30 ILCS 265/1 et seq.);
- n)** The Treasurer may lend any securities acquired under this policy. However, securities may be lent under this Policy only in accordance with Federal Financial Institution Examination Council guideline and only if the securities are collateralized at a level sufficient to assure the safety of the securities, taking into account market value fluctuation. The securities may be collateralized by cash or collateral acceptable under Sections 11 and 11.1 of the Deposit of State Moneys Act. Securities lending cash collateral may be invested according to the Securities Lending Agreement between the Treasurer and the Treasurer's Agent; and
- o)** Obligations of either corporations or limited liability companies organized in the United States, that have a significant presence in the State of Illinois, with assets exceeding \$500,000,000 and is rated at the time of purchase at one of the three highest classifications established by at least two standard rating services. At the time of purchase, the maturity or pre-refunded date(s) of the obligations authorized by this subsection shall not be less than 270 days and shall not exceed five years.

6.0 INVESTMENTS RESTRICTIONS:

- a)** Any investments not authorized by this or any other investment policy or applicable law of the office are prohibited.
- b)** Repurchase agreements may only be executed with approved financial institutions or broker/dealers meeting the Treasurer's standards, which include mutual execution of a Master Repurchase Agreement adopted by the Treasurer.
- c)** All qualified repurchase agreement dealers must have a corporate headquarters, corporate office, or operating location in the State of Illinois and that location must retain full-time staff employed within the State of Illinois or the dealer must have a significant economic presence in the State of Illinois as determined by the Treasurer;
- d)** All qualified commercial paper issuers must have a corporate headquarters, corporate office, or operating location in the State of Illinois and that location must retain full-time staff employed within the State of Illinois or the issuer must have a significant economic presence in the State of Illinois as determined by the Treasurer;
- e)** All qualified corporate bond issuers must have a corporate headquarters, corporate office, or operating location in the State of Illinois and that location must retain full-time staff employed within the State of Illinois or the issuer must have a significant economic presence in the State of Illinois as determined by the Treasurer;
- f)** Investments may not be made in any savings and loan association unless a commitment by the savings and loan association, executed by the president or chief executive officer of that association, is submitted in the form required by Section 22.5 of the Deposit of State Moneys Act (15 ILCS 520/22.5).
- g)** Any investments prohibited by Section 22.6 of the Deposit of State Monies Act.
- h)** Asset-backed commercial paper is prohibited.
- i)** Commercial paper with a credit rating or evaluation that is derived from any factor other than the full faith and credit of the issuing institution and/or the guarantee of the parent company.
- j)** Obligations may not be purchased from a corporation or limited liability company that has been placed on the list of restricted companies by the Illinois Investment Policy Board under Section 1-110.16 of the Illinois Pension Code.

k) The authorization of the Treasurer to invest in new obligations under Section 5.0(o) of this Policy shall expire on June 30, 2019.

7.0 COLLATERALIZATION:

a) All State deposits, repurchase agreements and securities lending shall be secured as required by the Treasurer and provided for by the Deposit of State Moneys Act (15 ILCS 520) and the Treasurer's Acceptable Collateral Listing, which may change from time to time. The Treasurer may take possession and title to any securities held as collateral and hold such securities until it is prudent to dispose of them.

b) Securities lending cash or securities collateral shall have the meaning as set forth in the Securities Lending Agreement between the Treasurer and the Treasurer's Agent. The Treasurer's Agent may reinvest cash collateral as indicated in the Securities Lending Agreement. The Treasurer or Treasurer's Agent may take possession and title to any cash or securities held as collateral and hold such securities according to the Securities Lending Agreement.

8.0 DIVERSIFICATION:

The investment portfolio shall be diversified to mitigate the risk of loss resulting from concentration of assets in a specific maturity, a specific issuer or a specific class of securities. In order to properly manage any risk attendant to the investment of state assets, the portfolio shall not deviate from the following diversification guidelines unless specifically authorized by the Treasurer in writing:

a) The Treasurer shall seek to achieve diversification in the portfolio by distributing investments among authorized investment categories among financial institutions, issuers and broker/dealers.

b) The investment portfolio shall not hold time deposits and/or term repurchase agreements that constitute more than 15% of any single financial institution's total deposits. Any deposits and/or repurchase agreements that constitute more than 10% of an institution's total deposits must qualify as community development deposits described in Section 7 of the Deposit of State Moneys Act (15 ILCS 520/7).

c) No financial institution shall at any time hold more than \$100,000,000 of time deposits and/or term repurchase agreements other than community development deposits described in Section 7 of the Deposit of State Moneys Act (15 ILCS 520/7). Provided, however, that:

i. Financial institutions that, as a result of a merger or acquisition, hold deposits that exceed \$100,000,000.00 may continue to be eligible to hold deposits that do not exceed the amount of deposits held on the date of the merger or acquisition.

d) The investment portfolio shall not contain investments that exceed the following diversification limits. These limits will apply to the total assets in the portfolio at the time of the origination or purchase. As maturities and or calls of instruments occur these limits will be monitored and adjusted accordingly:

i. With the exception of cash equivalents, treasury securities and time deposits, as defined in Section 5.0 of this Policy, no more than 55% of the portfolio shall be invested in other investment categories;

ii. No more than one-third of the investment portfolio shall be invested in commercial paper;

iii. As much as 40% of the portfolio may be invested in time deposits when required by the cash flow of the State;

iv. No more than ½ of 1% of the investment portfolio shall be invested in Foreign Government Securities, not to exceed a five year maturity, as defined in Section 5.0(k) of this Policy;

v. No more than 55% of the investment portfolio shall be allocated to investments greater than 2 years and less than or equal to 3 years;

vi. No more than 30% of the investment portfolio shall be allocated to investments greater than 3 years and less than or equal to 4 years (not including Foreign Government Securities).

vii. No more than 15% of the investment portfolio shall be allocated to investments greater than 4 years and less than or equal to 5 years;

viii. There shall be no limit to the amount of investment portfolio allocated to investments with a 0-2 year maturity band; and

ix. No more than 5% of the investment portfolio shall be invested in obligations of corporations or limited liability companies as defined by Section 5.0(o) of this Policy.

e) The investment portfolio shall not hold obligations of corporations or limited liability companies that exceed 10% of the corporation's or the limited liability company's outstanding obligations.

9.0 CUSTODY AND SAFEKEEPING:

The custody and safekeeping of collateral will be handled by Illinois financial institutions selected in compliance with the Treasurer's office procurement rules at 44 Ill. Adm. Code 1400. Financial institutions selected by the Treasurer's office to perform custody and safekeeping services will be required to enter into a contractual agreement approved by the General Counsel.

All security transactions entered into by the Treasurer shall be conducted on a delivery-versus-payment (DVP) or receipt-versus-payment (RVP) basis. Securities shall be held by a safekeeping agent designated by the Treasurer, and evidenced by safekeeping receipts or a statement of holdings.

10.0 INTERNAL CONTROLS:

The Treasurer and the Chief Investment Officer, with the assistance of the Investment Policy Committee, shall establish a system of internal controls and written operational procedures that shall be documented and filed with Treasurer's Chief Internal Auditor for review. The controls shall be designed to prevent the loss of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by authorized investment officers.

a) Asset Allocation: The allocation of assets within investment categories authorized under Section 5.0 of this Policy shall be approved by the Treasurer in writing.

b) Competitive Bidding: Authorized investment officers shall obtain competitive bids from at least three (3) broker/dealers prior to executing the purchase or sale of any authorized investments. Reverse inquiry investments and investments of a new issue at issue are exempt from this provision.

Certificates of deposit shall be purchased by authorized investment officers on the basis of a qualified financial institution's ability to pay a required rate of interest to the Treasurer, which is established on a daily basis. Such rate is generally determined on the basis of treasury or other appropriate market rates for a comparable term.

11.0 LIMITATION OF LIABILITY:

The standard of prudence to be used by authorized investment officers shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Authorized investment officers acting in accordance with written procedures and this Policy and exercising due diligence will be relieved of personal liability for an individual security's credit risk or market price changes,

provided deviations from expectations are reported in a timely manner and necessary action is taken to control adverse developments.

12.0 REPORTING:

Monthly reports are presented by the Chief Investment Officer to the Investment Policy Committee, chaired by the Treasurer, for its review. The monthly report shall contain sufficient information to enable the Investment Policy Committee to review the investment portfolio, its effectiveness in meeting the needs of the Treasurer's office for safety, liquidity, rate of return, and diversification, and the general performance of the portfolio. The following information shall be included in the monthly reports:

- a)** The total amount of funds held by the State Treasurer;
- b)** The asset allocation for the investments made by the State Treasurer;
- c)** The benchmarks established by the State Treasurer;
- d)** A report detailing and summarizing deposits of funds in support of local community development efforts including the intended benefits of the deposit(s), the rate of interest on the deposit(s), the rate of interest on the loan or extension of credit to borrower(s), and the overall rate of return including a quantifiable measure related to the benefits;
- e)** Current and historic return information;
- f)** Any circumstances resulting in a deviation from the standards established in Section 8.0 of this Policy; and
- g)** Impact of any material change in investment policy adopted during the month.

The Treasurer shall develop performance reports in compliance with established industry reporting standards within six (6) months following the adoption of this Investment Policy. Such reporting standards shall be in accordance with Generally Accepted Accounting Principles ("GAAP").

The Treasurer reserves the right to amend this Policy at any time.

13.0 EXTERNAL ADVISORY COMMITTEE

The Investment Policy Committee may convene an External Advisory Committee at the direction of the Treasurer to provide independent advice and counsel to the Treasurer and the Internal Committee on investment policy, investments and investment related issues for the benefit of all Illinois citizens.

14.0 EMERGENCY POWERS

In the event of an emergency, the Treasurer may, at his or her discretion, invoke emergency powers and suspend any or all of the provisions of this policy provided that:

- a)** The Treasurer shall, even in the event that emergency powers are invoked, comply with all state statutes governing the use and investment of state monies including, but not limited to, the State Treasurer Act, the Treasurer as Custodian of Funds Act, the Deposit of State Moneys Act, the Securities Safekeeping Act, and any other applicable statute;
- b)** The Treasurer reasonably believes that deviating from the Investment Policy is in the best interest of the taxpayers;

c) Within 30 days of invoking emergency powers the Treasurer shall provide an explanation in writing to the Chief Internal Auditor and the Investment Policy Committee, a copy of which shall be posted on the Treasurer's website that includes:

i. The date and time that the emergency powers were invoked;

ii. The date and time that emergency powers were repealed;

iii. The section or sections of the Investment Policy that were affected by the emergency or use of emergency powers; and

iv. The reason for invoking emergency powers resulting in the deviation from the written investment policy.

15.0 All statutory references in this policy shall include any amendments to or repeals of those statutes.

Appendix C Monthly Repurchase Agreement and Commerical Paper Transactions FY2015 and 2016

FY16 Custody & Safekeeping - Repurchase Agreements

GL	1120120200	1140194005	1130540005	1130560005	1140001005	1140071005	1130580005	
<i>Total Repo by Type & Month</i>	Regular Trade Amount	TH Clearing Trade Amount	TH General Trade Amount	TH Revenue Trade Amount	Clearing Trade Amount	Child Supprt Trade Amount	Def Lottery Trade Amount	Grand Total Trade Amount
June-16	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
May-16	\$31,055,375,000	\$94,235,000	\$7,372,235,000	\$1,021,620,000	\$6,740,475,000	\$137,830,000	\$68,125,000	\$46,489,895,000
April-16	\$34,981,100,000	\$50,150,000	\$10,559,010,000	\$1,122,250,000	\$2,939,075,000	\$122,700,000	\$115,525,000	\$49,889,810,000
March-16	\$31,885,550,000	\$68,075,000	\$6,812,515,000	\$1,229,845,000	\$10,934,175,000	\$127,210,000	\$61,975,000	\$51,119,345,000
February-16	\$26,586,766,000	\$113,200,000	\$7,045,690,000	\$941,680,000	\$5,977,075,000	\$135,745,000	\$80,910,000	\$40,881,066,000
January-16	\$33,227,409,000	\$8,625,000	\$13,716,330,000	\$744,520,000	\$4,041,728,235	\$111,045,000	\$92,875,000	\$51,942,532,235
December-15	\$26,357,150,000	\$45,900,000	\$4,570,930,000	\$904,565,000	\$5,300,725,000	\$111,330,000	\$55,925,000	\$37,346,525,000
November-15	\$15,504,000,000	\$66,905,000	\$5,070,335,000	\$1,085,755,000	\$5,596,628,207	\$127,755,000	\$73,900,000	\$27,525,278,207
October-15	\$10,711,400,000	\$25,665,000	\$8,167,350,000	\$1,181,235,000	\$2,921,825,000	\$107,305,000	\$90,025,000	\$23,204,805,000
September-15	\$15,632,000,000	\$87,065,000	\$5,565,965,000	\$1,156,075,000	\$4,176,875,000	\$121,455,000	\$51,575,000	\$26,791,010,000
August-15	\$13,295,050,000	\$13,640,000	\$7,136,530,000	\$1,009,805,000	\$5,273,862,901	\$122,905,000	\$60,500,000	\$26,912,292,901
July-15	\$12,726,775,000	\$27,075,000	\$11,324,570,000	\$1,100,870,000	\$4,342,525,000	\$126,715,000	\$138,125,000	\$29,786,655,000
	\$251,962,575,000	\$600,535,000	\$87,341,460,000	\$11,498,220,000	\$58,244,969,342	\$1,351,995,000	\$889,460,000	\$411,889,214,342

FY15 Custody & Safekeeping - Repurchase Agreements

<i>Total Repo by Type & Month</i>	Regular Trade Amount	TH Clearing Trade Amount	TH General Trade Amount	TH Revenue Trade Amount	Clearing Trade Amount	Child Supprt Trade Amount	Def Lottery Trade Amount	Grand Total Trade Amount
June-15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
May-15	\$259,899,525,000	\$684,545,000	\$104,421,660,000	\$13,544,615,000	\$67,344,705,959	\$1,610,260,000	\$1,001,447,346	\$448,506,758,305
April-15	\$8,397,425,000	\$38,590,000	\$14,723,810,000	\$987,125,000	\$3,516,886,295	\$121,910,000	\$86,153,262	\$27,871,899,557
March-15	\$14,519,082,900	\$8,320,000	\$8,115,260,000	\$856,045,000	\$5,403,023,118	\$139,259,164	\$34,675,987	\$29,075,666,168
February-15	\$7,923,225,000	\$8,915,000	\$8,014,480,000	\$806,500,000	\$5,154,225,000	\$131,890,000	\$40,825,000	\$22,080,060,000
January-15	\$5,415,250,000	\$5,510,000	\$11,337,005,000	\$782,545,000	\$2,866,400,000	\$109,875,000	\$61,865,000	\$20,578,450,000
December-14	\$6,949,375,000	\$54,830,000	\$6,975,850,000	\$700,655,000	\$4,628,087,679	\$118,850,000	\$46,400,000	\$19,474,047,679
November-14	\$7,561,425,000	\$25,395,000	\$10,801,480,000	\$802,175,000	\$6,409,288,987	\$129,294,394	\$69,517,829	\$25,798,576,210
October-14	\$5,886,975,000	\$26,330,000	\$10,686,450,000	\$767,445,000	\$5,115,625,000	\$97,270,000	\$74,983,923	\$22,655,078,923
September-14	\$6,560,300,000	\$45,805,000	\$15,140,338,000	\$904,190,000	\$3,646,900,000	\$129,400,000	\$44,175,000	\$26,471,108,000
August-14	\$10,011,900,000	\$50,195,000	\$12,958,130,000	\$871,240,000	\$7,982,962,214	\$125,907,996	\$44,318,815	\$32,044,654,024
July-14	\$8,233,400,000	\$26,685,000	\$13,060,395,000	\$966,920,000	\$4,203,100,000	\$121,800,000	\$87,912,758	\$26,700,212,758
	\$341,357,882,900	\$975,120,000	\$216,234,858,000	\$21,989,455,000	\$116,271,204,251	\$2,835,716,554	\$1,592,274,919	\$701,256,511,624

Appendix C Monthly Repurchase Agreement and Commercial Paper Transactions FY2015 and 2016

FY16 Custody & Safekeeping - Commercial Paper

	Trade Amount	Qty	Overnight CP	Qty O/N	Term CP	Qty Term
6/1/2016	\$1,807,900,000	46	\$0	0	\$1,807,900,000	46
5/1/2016	\$1,425,000,000	29	\$0	0	\$1,425,000,000	29
4/1/2016	\$1,936,000,000	32	\$0	0	\$1,936,000,000	32
3/1/2016	\$1,236,470,000	26	\$0	0	\$1,236,470,000	26
2/1/2016	\$2,987,000,000	53	\$0	0	\$2,987,000,000	53
1/1/2016	\$3,175,000,000	37	\$0	0	\$3,175,000,000	37
12/1/2015	\$317,200,000	7	\$0	0	\$317,200,000	7
11/1/2015	\$1,880,000,000	33	\$0	0	\$1,880,000,000	33
10/1/2015	\$2,334,000,000	42	\$29,000,000	1	\$2,305,000,000	41
9/1/2015	\$5,643,000,000	84	\$1,500,000,000	18	\$4,143,000,000	66
8/1/2015	\$4,874,000,000	34	\$2,500,000,000	12	\$2,374,000,000	22
7/1/2015	\$2,815,000,000	25	\$1,650,000,000	12	\$1,165,000,000	13
	\$30,430,570,000	448	\$5,679,000,000	43	\$24,751,570,000	405

FY15 Custody & Safekeeping - Commercial Paper

	Trade Amount	Qty	Overnight CP	Qty O/N	Term CP	Qty Term
6/1/2015	\$5,080,000,000	37	\$2,700,000,000	11	\$2,380,000,000	26
5/1/2015	\$4,875,000,000	31	\$2,850,000,000	12	\$2,025,000,000	19
4/1/2015	\$1,335,000,000	16	\$400,000,000	2	\$935,000,000	14
3/1/2015	\$1,757,000,000	17	\$395,000,000	3	\$1,362,000,000	14
2/1/2015	\$2,675,000,000	16	\$750,000,000	4	\$1,925,000,000	12
1/1/2015	\$5,669,000,000	31	\$3,400,000,000	10	\$2,269,000,000	21
12/1/2014	\$5,040,000,000	30	\$2,950,000,000	8	\$2,090,000,000	22
11/1/2014	\$3,555,000,000	19	\$2,000,000,000	7	\$1,555,000,000	12
10/1/2014	\$4,255,000,000	33	\$2,650,000,000	14	\$1,605,000,000	19
9/1/2014	\$8,933,150,000	44	\$5,750,000,000	18	\$3,183,150,000	26
8/1/2014	\$6,690,000,000	37	\$3,550,000,000	13	\$3,140,000,000	24
7/1/2014	\$8,231,000,000	31	\$5,500,000,000	17	\$2,731,000,000	14
	\$58,095,150,000	342	\$32,895,000,000	119	\$25,200,150,000	223

Appendix D Daily Collected Balances FY2015 and 2016

February-15		2/2/2015	2/3/2015	2/4/2015	2/5/2015	2/6/2015	2/9/2015	2/10/2015	2/11/2015	2/12/2015	2/13/2015	2/16/2015	2/17/2015	2/18/2015	2/19/2015	2/20/2015	2/23/2015	2/24/2015	2/25/2015	2/26/2015	2/27/2015	AVERAGE			
NAME																									
Regular	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00000		
Clearing	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00000		
Deferred Lottery	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00000		
Child Support EFT	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00000		
ISTHA-General	0.008	0.006	0.007	0.013	0.008	0.005	0.004	0.011	0.012	0.012	0.012	0.009	0.004	0.006	0.012	0.008	0.011	0.007	0.008	0.004	0.004	0.004	0.00816		
ISTHA-Clearing	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.010	0.010	0.010	0.010	0.010	0.005	0.001	0.010	0.005	0.005	0.005	0.005	0.010	0.005	0.00637		
ISTHA-Revenue	0.007	0.007	0.007	0.007	0.007	0.007	0.008	0.008	0.008	0.008	0.008	0.008	0.004	0.009	0.009	0.009	0.009	0.009	0.009	0.009	0.009	0.009	0.00784		
TOTAL	0.151	0.149	0.150	0.156	0.151	0.148	0.148	0.155	0.161	0.161	0.161	0.000	0.158	0.144	0.147	0.162	0.158	0.156	0.152	0.153	0.154	0.14570			
March-15		3/2/2015	3/3/2015	3/4/2015	3/5/2015	3/6/2015	3/9/2015	3/10/2015	3/11/2015	3/12/2015	3/13/2015	3/16/2015	3/17/2015	3/18/2015	3/19/2015	3/20/2015	3/23/2015	3/24/2015	3/25/2015	3/26/2015	3/27/2015	3/30/2015	3/31/2015	AVERAGE	
NAME																									
Regular	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00000	
Clearing	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00000	
Deferred Lottery	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00000	
Child Support EFT	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00000	
ISTHA-General	0.005	0.004	0.010	0.011	0.007	0.004	0.006	0.007	0.008	0.009	0.010	0.007	0.008	0.008	0.011	0.007	0.008	0.009	0.005	0.006	0.007	0.007	0.008	0.00745	
ISTHA-Clearing	0.005	0.005	0.010	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.010	0.010	0.005	0.005	0.00568	
ISTHA-Revenue	0.004	0.009	0.009	0.009	0.009	0.009	0.009	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.006	0.006	0.006	0.006	0.006	0.006	0.006	0.006	0.006	0.00627	
TOTAL	0.145	0.149	0.160	0.156	0.152	0.149	0.147	0.148	0.149	0.150	0.151	0.148	0.149	0.149	0.153	0.149	0.150	0.151	0.147	0.153	0.154	0.149	0.150	0.15041	
April-15		4/1/2015	4/2/2015	4/3/2015	4/6/2015	4/7/2015	4/8/2015	4/9/2015	4/10/2015	4/13/2015	4/14/2015	4/15/2015	4/16/2015	4/17/2015	4/20/2015	4/21/2015	4/22/2015	4/23/2015	4/24/2015	4/27/2015	4/28/2015	4/29/2015	4/30/2015	AVERAGE	
NAME																									
Regular	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00000	
Clearing	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00000	
Deferred Lottery	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00000	
Child Support EFT	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00000	
ISTHA-General	0.008	0.009	0.009	0.009	0.012	0.008	0.009	0.006	0.012	0.005	0.011	0.007	0.003	0.004	0.007	0.008	0.009	0.009	0.010	0.007	0.008	0.009	0.008	0.009	0.00814
ISTHA-Clearing	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.00500	
ISTHA-Revenue	0.006	0.007	0.007	0.007	0.007	0.007	0.007	0.007	0.008	0.008	0.008	0.008	0.004	0.004	0.004	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.00500	
TOTAL	0.150	0.152	0.152	0.152	0.155	0.151	0.152	0.150	0.156	0.149	0.155	0.147	0.143	0.144	0.148	0.149	0.150	0.150	0.151	0.148	0.149	0.150	0.15014		
May-15		5/1/2015	5/4/2015	5/5/2015	5/6/2015	5/7/2015	5/8/2015	5/11/2015	5/12/2015	5/13/2015	5/14/2015	5/15/2015	5/18/2015	5/19/2015	5/20/2015	5/21/2015	5/22/2015	5/25/2015	5/26/2015	5/27/2015	5/28/2015	5/29/2015	AVERAGE		
NAME																									
Regular	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00000		
Clearing	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00000		
Deferred Lottery	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00000		
Child Support EFT	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00000		
ISTHA-General	0.005	0.012	0.007	0.009	0.005	0.006	0.007	0.011	0.007	0.003	0.005	0.006	0.007	0.009	0.005	0.006	0.007	0.008	0.005	0.006	0.005	0.006	0.00680		
ISTHA-Clearing	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.00500		
ISTHA-Revenue	0.005	0.005	0.006	0.006	0.006	0.006	0.006	0.006	0.006	0.006	0.007	0.007	0.007	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.00885		
TOTAL	0.146	0.153	0.149	0.151	0.016	0.148	0.149	0.153	0.149	0.146	0.146	0.149	0.151	0.153	0.149	0.150	0.151	0.152	0.149	0.150	0.149	0.150	0.14300		
June-15		6/1/2015	6/2/2015	6/3/2015	6/4/2015	6/5/2015	6/8/2015	6/9/2015	6/10/2015	6/11/2015	6/12/2015	6/15/2015	6/16/2015	6/17/2015	6/18/2015	6/19/2015	6/22/2015	6/23/2015	6/24/2015	6/25/2015	6/26/2015	6/29/2015	6/30/2015	AVERAGE	
NAME																									
Regular	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00000	
Clearing	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00000	
Deferred Lottery	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00000	
Child Support EFT	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00000	
ISTHA-General	0.008	0.004	0.006	0.008	0.005	0.007	0.007	0.004	0.013	0.011	0.017	0.008	0.004	0.004	0.021	0.006	0.008	0.009	0.009	0.009	0.005	0.009	0.006	0.00814	
ISTHA-Clearing	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.00500	
ISTHA-Revenue	0.008	0.008	0.008	0.004	0																				

Appendix E

Acceptable Collateral Listing: List of Financial Assets Qualified for Collateral to Secure Deposits and Repurchase Agreements

Financial institutions receiving state or Illinois Funds deposits or repurchase agreements may collateralize from the following list of instruments, subject to the discretion of the Treasurer. Particular securities may be unacceptable due to the administrative difficulties in pricing.

Please note that any security including a floating, variable, inverse, structured, or step-up feature is unacceptable.

REPURCHASE AGREEMENTS/DEMAND DEPOSIT ACCOUNTS – 102%/MBS - 103%¹

Government Securities having the meaning set out in the Government Securities Act of 1986, as may be amended, which include but are not limited to:

Direct Obligations of the United State Government (Bills, Notes and Bonds), Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Student Loan Marketing Association, Financing Corporation, Commodity Credit Corporation, Export-Import Bank, Farm Credit System, Federal Home Loan Bank Board, Federal Home Loan Banks, Tennessee Valley Authority, or the U.S. Postal Service.

TIME DEPOSITS

U.S. Treasury Obligations – 105%

Direct Obligations of the United States Government (Bills, Bonds and Notes)

U.S. Agency Obligations – 105% / MBS – 110%

- Agency for International Development (AID)
- Federal Housing Administration (FHA)
- General Services Administration (GSA)
- Government National Mortgage Association (GNMA)
- Private Export Funding Corporation
- Small Business Administration (SBA) Debentures (non-amortizing)
- Tennessee Valley Authority (TVA) Notes and Bonds

U.S. Instrumentality Securities & Obligations – 105% / MBS – 110%

- Federal Farm Credit System
- Federal Credit Consolidated Systemwide Discount Notes
- Farmers Home Administration (FmHA) Insured Notes (non-amortizing)
- Federal Farm Credit Bank (FFCB) Consolidated Systemwide Bonds
 - Federal Intermediate Credit Banks

¹ Illinois Funds only

- Banks for Cooperatives
- Federal Land Banks
- Federal Home Loan Banks (FHLB) Consolidated Notes and Bonds
- Federal Home Loan Mortgage Corporation (FHLMC)
- Federal National Mortgage Association (FNMA)
- Financing Corporation Bonds (FICO)
- Resolution Funding Corporation (REFCORP)
- Student Loan Marketing Association (SLMA) Notes
- U.S. Postal Service Bonds and Notes (No Bonds issued recently or currently outstanding)

Obligations of the State and its Agencies rated “A” or better by Moody’s unless otherwise noted – 105%

- General Obligations of the State of Illinois
- Revenue bonds of the State of Illinois or any authority, board, commission, or similar agency thereof
- Illinois Building Authority Notes or Bonds
- Illinois Environmental Facilities Financing Authority Pollution Control Revenue Bonds (if they are guaranteed by the U.S. Small Business Administration and if that guarantee is full faith and credit obligation of the United States)
- Illinois Housing Development Authority (IHDA) Bonds
- Illinois State Scholarship Bonds
- Illinois Toll Highway Authority Bonds
- Public Housing Authority Bonds or Notes
- Bonds issued by State of Illinois Colleges or Universities

Local and Municipal Obligations rated “A” or better by Moody’s unless otherwise noted – 105%

- Chicago School Finance Authority Bonds
- General Obligation Municipal Bonds (including school districts) within the State of Illinois rated Mig 1 or 2 by Moody’s
- Public Building Commission Bonds
- Revenue and Special Obligation Bonds of Illinois Municipalities that are payable from an escrow consisting of direct U.S. Government Obligations and rated “AAA” by Moody’s

TIME DEPOSITS/DEMAND DEPOSIT ACCOUNTS – 102%/

- MBIA Certificates (issued by the Municipal Bond Investors Assurance Corporation)
- Letters of Credit (issued by Federal Home Loan Bank (FHLB))
- Share Certificates (issued by credit unions)

Appendix F

Account Analysis 822 EDI Format

ISA*00* *00* *ZZ*0000000000000000*ZZ* *050202*0858*U*00304*00000000*0*T*>\

GS*AA*0000000000000000**050202*0858*00000000*X*003040\
ST*822*0000\
BGN*00*200412310858000*050201*085804*LT\
DTM*009*050202***20\
DTM*150*XXXXXX Beginning Month Date***20\
DTM*151*XXXXXX Ending Month Date***20\
N1*BK*Bank Name*13*Bank ABA Number\
N3*Bank Street Address\
N4*Bank City*Bank State*Bank Zip Code\
PER*IC*Bank Contact*TE*Contact Telephone Number\
N1*AO*Account Title\
N2*Additional Account Title\
N2*Account Street Address\
N3*Account City, Account State Account Zip Code\
N4**Account State*Account Zip Code\
ACT*Account Number*Account Title*13*Bank ABA Number\
RTE*1*XX.XXXX Reserve Requirement\
DTM*151*XXXXXX Month of Analysis***20\
RTE*2*X.XXXX Earnings Credit Rate**XX Days in Month*XXX Year Basis\
DTM*151*XXXXXX Month of Analysis***20\
BAL*M*AL*Averge Ledger Balance\
AMT*FL*Averge Float\
AMT*AC*.Averge Collected Balance\
AMT*AD*.00\
AMT*CB*Balance Required\
AMT*NY*-Excess/Deficit Balance\
AMT*8*.00\
AMT*SC*Current Period Analyzed Charges\
AMT*NP*-Current Period Excess/Deficit\
AMT*PL*Averge Daily Book Balance\
AMT*5*Current Period Fees Due\
DTM*151*XXXXXX Month of Analysis***20\

SER*TB*000013XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Uncollected Overdraft Surcharge\
SER*TB*000211XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Overdraft Interest Fees\
SER*TB*000212XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Charge for Overdraft\
SER*TB*000230XXXX Bank ID Code*Balance Method*Charge*Price*Volume*FDIC\
SER*TB*000241XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Earnings Credit Adjustment\
SER*TB*010000XXXX Bank ID Code*Balance Method*Charge*Price*Volume*DDA Maintenance\
SER*TB*010100XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Debits\
SER*TB*010101XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Credits\
SER*TB*010310XXXX Bank ID Code*Balance Method*Charge*Price*Volume*DDA Statement Weekly\
SER*TB*010310XXXX Bank ID Code*Balance Method*Charge*Price*Volume*DDA Statement Monthly\
SER*TB*010630XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Audit Confirmation\
SER*TB*990000XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Miscellaneous\
SER*TB*250200XXXX Bank ID Code*Balance Method*Charge*Price*Volume*ACH Debits Received\
SER*TB*250201XXXX Bank ID Code*Balance Method*Charge*Price*Volume*ACH Credits Received\
SER*TB*350100XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Wire Transfer Out Rep Terminal\
SER*TB*350103XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Wire Transfer Out Non-Rep Terminal\
SER*TB*350200XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Wire Transfer Out Rep Telephonic\
SER*TB*350201XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Wire Transfer Out Non-Rep Telephonic\
SER*TB*350300XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Wire Transfer Incoming\
SER*TB*350412XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Wire Transfer Advice\
SER*TB*010401XXXX Bank ID Code*Balance Method*Charge*Price*Volume*822 Acct Analysis customer dial-in\
SER*TB*010402XXXX Bank ID Code*Balance Method*Charge*Price*Volume*822 Acct Analysis bank transmission\
SER*TB*350000XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Wire Module Fee\
SER*TB*400052XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Domestic Information Maintenance Prior Day\
SER*TB*400272XXXX Bank ID Code*Balance Method*Charge*Price*Volume*On-Line Prior Day Per Transaction\
SER*TB*450001XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Domestic Custody Maintenance\
SER*TB*450140XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Domestic Custody Interest/Dividend Collection\
SER*TB*450170XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Domestic Custody Security Receipt/Presentment Fed\
SER*TB*450174XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Domestic Custody Security Receipt/Presentment DTC\
SER*TB*450176XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Domestic Custody Receipt/Delivery Fed\
SER*TB*45017BXXXX Bank ID Code*Balance Method*Charge*Price*Volume*Domestic Custody Receipt/Delivery DTC\
SER*TB*450400XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Investment/Custody Information Report\
SER*TB*450403XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Investment/Custody Information Report\
CTT*1\
SE*139*0000\
GE*1*000000000\
IEA*1*000000000

Appendix G

Cost Structure with Average Monthly Volumes

Proposed Pricing Schedule Illinois State Treasurer Custody and Safekeeping Service Agreement

<u>Description</u>	<u>TMA Code</u>	<u>Unit</u>	<u>Average Monthly Volume</u>
Depository Services			
Uncollected Overdraft Surcharge	00-0013	Occurrence	
Overdraft Interest Fees	00-0211	Occurrence	
Charge for Overdraft	00-0212	Occurrence	
FDIC	00-0230	Variable/Pass Through	
Earnings Credit Adjustment	00-0241	Occurrence	
DDA Maintenance	01-0000	Account	7
Debits Posted	01-0100	Item	
Credits Posted	01-0101	Item	
DDA Statement	01-0310	Daily	154
DDA Statement	01-0310	Monthly	7
Audit Confirmation	01-0630	Item	
Sweep Investment	45-0020	Monthly	7
Miscellaneous	99-0000	Item	
Money Movement			
ACH Debits Received	25-0200	Item	
ACH Credits Received	25-0201	Item	
Wire Transfer-Out Rep Terminal	35-0100	Item	
Wire Transfer-Out Non-Rep. Terminal	35-0103	Item	
Wire Transfer Out-Rep Telephonic	35-0200	Item	
Wire Transfer Out-Non-Rep. Telephonic	35-0201	Item	
Book Transfer-Outgoing	35-0120	Item	
Wire Transfer-In	35-0300	Item	
Book Transfer-Incoming	35-0320	Item	
ACH Fraud Module	25-0150	Monthly	1
ACH Fraud Filter-Per Account	25-0150	Monthly	7
Wire Module Fee	35-0000	Monthly	1
Information Reporting			
822 Acct Analysis/bank transmission	01-0402	Monthly	1
Account Analysis Statement-Per Account	01-0402	Monthly	7
Information Report Module	40-0005	Monthly	1
Domestic Information Maintenance Prior Day-Per Account	40-0050	Monthly	7
On-Line Prior Day Per Transaction	40-0051	Item	
Domestic Information Maintenance Current Day-Per Account	40-0053	Monthly	7
On-Line Current Day Per Transaction	40-0054	Item	
Safekeeping			
Domestic Custody Maintenance	45-0001	Account	9
Domestic Custoday Interest/Dividend Collection	45-0140	Item	
Domestic Custody Security Receipt/Presentment Fed(repo collateral)	45-0170	Item	913
Domestic Custody Security Receipt/Presentment Fed(security purchases)	45-0170	Item	58
Domestic Custody Security Receipt/Presentment DTC	45-0174	Item	47
Investment/Custody Information Report	45-0400	Monthly	9
Investment/Custody Information Report	45-0403	Daily	198

Appendix G

Cost Structure with Average Monthly Volumes

The estimates of numeric data, such as volume activity history, contained in this RFP are based on historical information or projections and may change as a result of future technological advancements, related statutory or administrative changes, agency initiatives, consumer behavior, and/or other factors.

Appendix H
Custody and Safekeeping Services RFP
370-500-17-011

ILLINOIS STATE TREASURER CERTIFICATIONS

_____ (“CONTRACTOR”) makes the following certifications:

1.0 ANTI-BRIBERY.

CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5). Section 50-5 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the contractor has made an admission of guilt of such conduct with is a matter of record. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

2.0 BID-RIGGING/BID-ROTATING.

CONTRACTOR certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4).

3.0 DRUG FREE WORKPLACE.

This certification is required by Section 3 of the Drug Free Workplace Act (30 ILCS 580/3). The Drug Free Workplace Act, effective January 1, 1992, requires that CONTRACTOR shall not be considered for the purposes of being awarded a contract for the procurement of any services from the State unless CONTRACTOR has certified to the State that CONTRACTOR will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract and debarment of contracting opportunities with the State for at least one (1) year but not more than five (5) years.

CONTRACTOR certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace.
 - ii. Specifying the actions that will be taken against employees for violation of such prohibition.
 - iii. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - a. abide by the terms of the statement; and

- b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. CONTRACTOR's policy of maintaining a drug free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by Section (a) to each employee engaging in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the Treasurer's Office within ten (10) days after receiving notice under part (b) of paragraph (iii) of Section (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, an employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- f. Assisting employees in selecting a course of action in the event of drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

4.0 U.S. EXPORT ACT.

CONTRACTOR certifies that neither CONTRACTOR nor any substantial-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 (50 U.S.C.A. App. § 2401 et seq.) or the regulations of the U.S. Department of Commerce promulgated under that Act.

5.0 NON-DISCRIMINATION.

CONTRACTOR certifies that it is in compliance with the State and Federal Constitutions, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules that prohibit unlawful discrimination in performance of this Agreement and all other activities, including employment and other contracts. As a condition of receiving the Agreement, CONTRACTOR represents or certifies that services, programs and activities provided under the Agreement are and will continue to be in compliance with State and Federal Constitutions, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and all applicable laws that prohibit unlawful discrimination.

6.0 AMERICANS WITH DISABILITIES ACT.

CONTRACTOR certifies that it is in compliance with the Americans with Disabilities Act ("ADA") (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the Treasurer, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving the Agreement, CONTRACTOR represents or certifies that services, programs and activities provided under the Agreement are and will continue to be in compliance with the ADA.

7.0 ILLINOIS HUMAN RIGHTS ACT.

CONTRACTOR certifies that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.

8.0 FELONY.

CONTRACTOR certifies that it has not been barred from being awarded a contract under Section 50-10 of the Illinois Procurement Code (30 ILCS 500/50-10). Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

9.0 FORMER EMPLOYMENT.

CONTRACTOR has informed the Treasurer's Office in writing if CONTRACTOR was formerly employed by the Treasurer's Office and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code (30 ILCS 105/15a).

10.0 INDUCEMENT.

CONTRACTOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has CONTRACTOR accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

11.0 REVOLVING DOOR PROHIBITION.

CONTRACTOR certifies that neither it nor its employees and agents are in violation of section 50-30 of the Illinois Procurement Code (30 ILCS 500/50-30). Section 50-30 prohibits for a period of (2) years after terminating an affected position certain State employees and their designees from engaging in any procurement activity relating to the State agency most recently employing them for a specified period of time.

12.0 REPORTING ANTICOMPETITIVE PRACTICES.

CONTRACTOR shall report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, /50-45, /50-50).

13.0 DISCRIMINATORY CLUB.

CONTRACTOR agrees not to pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payments of any dues or fees to a discriminating club as prohibited by Section 2 of the Discriminatory Club Act (775 ILCS 25/2).

14.0 TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS OF CONTRACTOR.

CONTRACTOR shall be in compliance with applicable tax requirements and shall be current payment of such taxes. Under penalty of perjury, CONTRACTOR certifies that #_____ is its correct Taxpayer Identification Number and that it is doing business as a (please check one):

- | | |
|---|--|
| _____ Individual | _____ Government Entity |
| _____ Sole Proprietor | _____ Nonresident alien |
| _____ Partnership/Legal Corporation | _____ Estate or trust |
| _____ Tax Exempt | _____ Pharmacy (Non-Corp.) |
| _____ Corporation providing or billing
medical and/or health care services | _____ Pharmacy/Funeral Home/Cemetery
(Corp.) |
| _____ Corporation NOT providing or billing
medical and/or health care services | _____ Limited Liability Company (select
applicable tax classification.) |
| _____ Other: _____ | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

15.0 LICENSE; AUTHORIZED BIDDER OR OFFEROR

CONTRACTOR, directly or through its employees, shall have and maintain any license required by this Agreement. CONTRACTOR further certifies that it is a legal entity authorized to do business in Illinois prior to the submission of the bid, offer, or proposal pursuant to section 20-43 of the Illinois Procurement Code (30 ILCS 500/20-43).

16.0 APPROPRIATION.

This Agreement is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation for payments under the terms of the contract.

17.0 RECORDS RETENTION; RIGHT TO AUDIT.

CONTRACTOR agrees to maintain books and records related to the performance of the contract and necessary to support amounts charged to the State under the contract for a minimum of three years from the last action on the contract or after termination of the Agreement, whichever is longer. Contractor further agrees to cooperate fully with any audit and to make the books and records available for review and audit by the Auditor General, chief procurement officers, internal auditor and the Treasurer; CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all relevant materials. The three-(3)-year period shall be extended for the duration of any audit in progress during the term. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

18.0 CONFLICTS OF INTEREST.

CONTRACTOR has disclosed, and agrees that it is under a continuing obligation to disclose, to the Treasurer financial or other interests (public or private, direct or indirect) that may be a potential

conflict of interest that would prohibit CONTRACTOR from entering into or performing the Agreement. Conflicts of interest include, but are not limited to, conflicts under Section 1400.5020 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5020) and Sections 50-13, 50-20, and 50-35 of the Illinois Procurement Code (30 ILCS 500/50).

19.0 LATE PAYMENTS.

Late payment charges, if any, shall not exceed the formula established in the Illinois Prompt Payment Act (30 ILCS 540/1) and the Illinois Administrative Code (74 Ill. Adm. Code 900).

20.0 LIABILITY.

The State's liability for damages is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (705 ILCS 505/1) and to the availability of suitable appropriations.

21.0 DEBT DELINQUENCY.

CONTRACTOR certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under section 50-11 of the Illinois Procurement Code (30 ILCS 500/50-11). Section 50-11 prohibits a contractor from entering into a contract with the Treasurer's Office if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR or any affiliate is determined to be delinquent in payment of any debt during the term of the Agreement.

22.0 EDUCATIONAL LOAN DEFAULT.

CONTRACTOR certifies that it is not barred from being awarded a contract under the Educational Loan Default Act (5 ILCS 385). Section 3 of the Educational Loan Default Act prohibits an individual from entering into a contract with the Treasurer's Office if that individual is in default of an educational loan. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR is determined to be in default of an educational loan during the term of the Agreement.

23.0 FORCE MAJEURE.

Failure by either party to perform its duties and obligations shall be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.

24.0 ANTITRUST ASSIGNMENT.

CONTRACTOR hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the Agreement.

25.0 PROHIBITION OF GOODS FROM FORCED LABOR.

CONTRACTOR certifies that it is not barred from being awarded a contract under the State Prohibition of Goods from Forced Labor Act (30 ILCS 583). Section 10 of the State Prohibition of Goods from Forced Labor Act prohibits a contractor from entering into a contract with the Treasurer's Office if that contractor knew that the foreign-made equipment, materials, or supplies furnished to the State were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR is determined to have known that the foreign-made equipment, materials, or supplies furnished to the State during the term of the Agreement were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction.

26.0 PROHIBITION OF GOODS FROM CHILD LABOR.

CONTRACTOR certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

27.0 SARBANES-OXLEY ACT AND ILLINOIS SECURITIES LAW

CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under section 50-10.5 of the Illinois Procurement Code (30 ILCS 500). Section 50-10.5, amongst other things, prohibits a contractor from bidding or entering into a contract or subcontract with the Treasurer's Office if the contractor or any officer, director, partner, or other managerial agent of the contractor has been convicted in the last 5 years 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 or if the contractor is in violation of Subsection (e). CONTRACTOR further acknowledges that the Treasurer's Office may declare the agreement void if this certification is false or if CONTRACTOR is determined to have been convicted of a felony under the Illinois Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 during the term of the agreement.

28.0 DISPUTES.

Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement. Any provision containing a citation to an Illinois statute (cited "ILCS") may not contain the complete statutory language. The official text, which is incorporated by reference, may be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version may be viewed at www.ilga.gov.

29.0 THIRD-PARTY PAYMENTS.

CONTRACTOR certifies that no fee was paid to a third-party in expectation of being awarded a contract by the Treasurer.

30.0 MOST FAVORABLE TERMS.

If more favorable terms are granted by the CONTRACTOR to any similar governmental agency in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms will be applicable under the Agreement between the Treasurer's Office and the CONTRACTOR.

31.0 BOARD OF ELECTIONS REGISTRATION

_____ The CONTRACTOR certifies that they are **not required to register** as a business entity with the State Board of Elections pursuant to the Illinois Procurement Code (30 ILCS 500/20-160). Further, the CONTRACTOR acknowledges that all contracts or subcontracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Illinois Procurement Code (30 ILCS 500/50-60).

(or)

_____ The CONTRACTOR certifies that they **have registered** as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to the Illinois Procurement Code (30 ILCS 500/20-160). Further, the CONTRACTOR acknowledges that all contracts or subcontracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Illinois Procurement Code (30 ILCS 500/50-60).

32.0 COLLECTION AND REMITTANCE OF ILLINOIS USE TAX

The CONTRACTOR certifies that it is not barred from being awarded a contract under section 50-12 of the Illinois Procurement Code (30 ILCS 500/50-12). Section 50-12 prohibits a contractor from entering into a contract or subcontract with a State agency if the CONTRACTOR or affiliate has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The CONTRACTOR further acknowledges that the contract or subcontract may be voided if this certification is false.

33.0 ENVIRONMENTAL PROTECTION ACT VIOLATIONS

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under section 50-14 of the Illinois Procurement Code (30 ILCS 500/50-14). Section 50-14 prohibits a CONTRACTOR from entering into a contract or subcontract with a State agency if the CONTRACTOR has been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last (5) years. The CONTRACTOR further acknowledges that the contracting State agency may declare the related contract or subcontract void if this certification is false.

34.0 LEAD POISONING PREVENTION ACT VIOLATIONS

The CONTRACTOR certifies that it is not barred from entering into a contract or subcontract under section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5). Section 50-14.5 prohibits a CONTRACTOR from entering into a contract or subcontract with the State of Illinois or a

State agency if the CONTRACTOR, while the owner of a residential building, committed a willful or knowing violation of the Lead Poisoning Prevention Act. The CONTRACTOR further acknowledges that the Treasurer may declare the related contract or subcontract void if this certification is false.

35.0 BOND ISSUANCES

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under section 50-21 of the Illinois Procurement Code (30 ILCS 500/50-21). Section 50-21 prohibits State agencies from entering into contracts or subcontracts with respect to the issuances of bonds or other securities by the State or a State agency with any entity that uses an “independent consultant” as defined in section 50-21.

36.0 POLITICAL CONTRIBUTIONS

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under section 50-37 of the Illinois Procurement Code (30 ILCS 500/50-37). Section 50-37 prohibits business entities whose contracts with State agencies, in the aggregate, annually total more than \$50,000, or whose aggregate pending bids and proposals on State contracts total more than \$50,000, and any affiliated entities or affiliated persons of such business entity, from making any contributions to any political committee established to promote the candidacy of the office holder responsible for awarding the contract on which the business entity has submitted a bid or proposal during the period beginning on the date the invitation for bids or request for proposals are issued and ending on the day after the date the contract is awarded.

37.0 LOBBYING RESTRICTIONS

The CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under section 50-38 of the Illinois Procurement Code (30 ILCS 500/50-38). Section 50-38 prohibits a CONTRACTOR from billing the State for any lobbying costs, fees, compensation, reimbursements, or other remuneration provided to any lobbyist who assisted the CONTRACTOR in obtaining the contract or subcontract.

38.0 DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN (30 ILCS 500/50-36)

Each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

(1) more than 10% of the company’s revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company’s revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or

(2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million

in any 12- month period that directly or significantly contributes to the enhancement of Iran’s ability to develop petroleum resources of Iran.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

___ There are no business operations that must be disclosed to comply with the above cited law.

___ The following business operations are disclosed to comply with the above cited law:

CONTRACTOR

By:

Signature

Name

Title

Date

DISCLOSURES

FINANCIAL INTEREST AND POTENTIAL CONFLICTS OF INTEREST
(Disclosure Form A)

The Treasurer’s Procurement Regulations (44 Ill. Adm. Code 1400.5035) require that contractors/offerors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflicts of interest information as specified below.

Contractor/offeror shall disclose the financial interest and potential conflicts of interest information identified in Sections 1 and 2 below as a condition of receiving an award or contract. Submit this information along with your bid, proposal or offer.

This requirement applies to contracts with an annual value exceeding \$10,000.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in both Sections 1 and 2 below.

Sec. 1. Disclosure of Financial Interest in the Contractor/Offeror

- a. If any individuals have one of the following financial interests in the contractor/offeror (or its parent), please check all that apply and show their name and address:

Ownership exceeding 5% ()
Ownership value exceeding \$106,447.20 ()
Distributive Income Share exceeding 5% ()
Distributive Income Share exceeding \$106,447.20 ()

Name: _____

Address: _____

- b. For each individual named above, show the type of ownership/distributable income share: sole proprietorship _____ stock _____ partnership _____ other (explain) _____.

- c. For each individual named above, show the dollar value or proportionate share of the ownership interest in the contractor/offeror (or its parent) as follows:

If the proportionate share of the named individual(s) in the ownership of the contractor/offeror (or its parent) is 5% or less, and if the value of the ownership interest of the named individual(s) is \$106,447.20 or less, check here ()

If the proportionate share of ownership exceeds 5% or the value of the ownership interest exceeds \$106,447.20, show either.

The percent of ownership _____ %
or
The value of the ownership interest \$ _____

Sec. 2. Disclosure of Potential Conflicts of Interest. For each of the individuals having the level of financial interest identified in Section 1 above, check “Yes” or “No” to indicate which, if any, of the following potential conflicts of interest relationships apply. If “Yes,” please describe (use space under applicable section to explain your answers – attach additional pages as necessary).

- | | | | |
|----|--|--------------|-------------|
| a. | State employment, currently or in the previous 3 years, including contractual employment of services | Yes
_____ | No
_____ |
| b. | State employment for spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. | Yes
_____ | No
_____ |
| c. | Elective status; the holding of elective 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 3 years. | Yes
_____ | No
_____ |
| d. | Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. | Yes
_____ | No
_____ |
| e. | Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. | Yes
_____ | No
_____ |
| f. | Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. | Yes
_____ | No
_____ |
| g. | Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. | Yes
_____ | No
_____ |
| h. | Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. | Yes
_____ | No
_____ |
| i. | Compensated employment, currently or in the previous 3 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 with either the Secretary of State or the Federal Board of Elections. | Yes
_____ | No
_____ |

- | | | | |
|----|--|--------------|-------------|
| j. | Relationship to anyone; spouse, father, mother, son, or daughter, who is or was a compensated employee in the last 2 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. | Yes
_____ | No
_____ |
|----|--|--------------|-------------|

This disclosure is submitted on behalf of

(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

Name (printed) _____ Title _____

Signature _____ Date _____

DISCLOSURES

OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION
(Disclosure Form B)

The Treasurer’s Procurement Regulations (44 Ill. Adm. Code 1400.5035) require that contractors/offerors desiring to enter into certain contracts with the State of Illinois must disclose the information as specified below.

Contractor/offeror shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with an annual value exceeding \$10,000.

You must submit this information along with your bid, proposal or offer.

- a. Contractor/offeror shall identify whether it has current contracts (including leases) with other units of State of Illinois government by checking “Yes” _____ or “No” _____.

If “Yes” is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).

- b. Contractor/offeror shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by checking “Yes” _____ or “No” _____.

If “Yes” is checked, identify each such relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

This disclosure is submitted on behalf of _____
(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

Name (printed) _____ Title _____

Signature _____ Date _____