



OFFICE OF THE ILLINOIS STATE TREASURER
MICHAEL W. FRERICHS

Invitation for Bids
Automated Teller Machine Services for
State Agencies
370-500-22-031

May 9, 2022

Bids due by 2:00 p.m. CT on June 2, 2022

Mr. Christopher Flynn
Chief Procurement Officer
Illinois State Treasurer's Office
1 East Old State Capitol Plaza
Springfield, IL 62701

Office of the Illinois State
Treasurer Invitation for Bids
Automated Teller Machine Services for State Agencies
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I. OVERVIEW

The Office of the Illinois State Treasurer (“Treasurer”) is issuing this Invitation for Bids (“IFB”) on behalf of Illinois State Agencies (“Agency or Agencies”) for automated teller machine (“ATM”) services to provide employees and visitors convenient access to ATM services on a year-round basis and for special events, which shall include each Illinois State Fair and as otherwise identified by the Agency or the Treasurer (“Special Events”). Specifically, such ATM services shall include the installation, branding, cash management, cash delivery, technical support, customer service, and maintenance of ATMs located at multiple Agency facilities. Interested parties must submit their bids (“Bid(s)”) before 2:00 p.m. CT on June 2, 2022. The Treasurer intends to select the lowest proposed surcharge fee per transaction submitted by a responsible and responsive bidder (“Bidder”). The successful Bidder (“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

Section 7 of the State Treasurer Act (15 ILCS 505, “Act”) authorizes the Treasurer to “receive the revenues and all other public moneys of the state, and all monies authorized by law to be paid to him, and safely keep the same,” 15 ILCS 505/7. Pursuant to Section 18 of the Act, “The Treasurer may enter into written agreements with financial institutions for the provision of banking services at the State Capitol and for the provision of automated teller machine services at State office buildings, State parks, State tourism centers, and State fairs at Springfield and DuQuoin,” 15 ILCS 505/18.

III. SCOPE OF WORK

The Contractor will provide ATM services (collectively, the “Services”) at the request and subject to the direction of the Treasurer in accordance with applicable State and federal laws, rules, and regulations:

A. Operational Services

1. Provide and pay for the purchase, delivery, installation, maintenance, site preparation, and any aesthetic changes to the site or location including the removal and disposal of ATMs existing at the site when Services begin, if requested by the Agency, whether the Agency requires the machine(s) to be located inside or outside, for the required number of ATMs requested by an Agency, in any State office building, State tourism center, State Park, or State fairground. The List of Current Participating State Agencies, attached hereto as Appendix A, provides the listing of current participating Agencies and their locations.
2. Provide continuous operation of the ATMs for Special Events and year-round Agency locations.
3. Provide access to national and regional network affiliations.

4. Provide access to multiple card types, at a minimum which shall include Mastercard, Visa, and American Express.
5. Ensure that no ATM is inoperable for more than twenty-four (24) consecutive hours.
6. Provide ATM accessibility twenty-four (24) hours per day or as Agency hours permit.
7. Provide all necessary maintenance and cash-loading services for the ATMs.
8. Provide for the security of the ATMs and on a regular schedule, not less than once each month, review the security arrangements of the ATMs.
9. Issue a certification to the Treasurer that the security arrangements related to the ATMs are adequate and continuous and describe how the security arrangements comply with industry standards.
10. Remove the ATMs and restore the site where the ATMs were located, at the Contractor's own expense.
11. On a daily basis, service the ATMs to balance transactions and extract deposits.
12. Monitor the ATMs' cash flow from a remote location, and, as needed, replenish the ATMs with sufficient cash.
13. Replenish the ATMs based upon the cash needs of the Agencies.
14. Provide ATMs that meet with the Treasurer's prior approval, and that include the following capabilities: withdrawal of cash, in multiple bill denominations, from checking or savings accounts held at any financial institution; transfer funds between accounts; inquire on the balance of both checking and savings accounts; deposit funds into checking or savings at any financial institution; and produce a time and date stamped receipt describing the location of the ATM and the transaction number for all transactions.
15. Ensure that all ATMs meet all applicable accessibility requirements, including, but not limited to the accessibility requirements set forth in the Americans with Disabilities Act, as amended by the ADA Amendments Act of 2008 (42 U.S.C. 12101), the Americans with Disabilities Act Accessibility Guidelines, the Illinois Environmental Barriers Act, (410 ILCS 25) and the Illinois Accessibility Code (71 Ill. Adm. Code Part 400) ("Accessibility Requirements").
16. Monitor any changes in the Accessibility Requirements and update the ATMs in order to ensure compliance with the Accessibility Requirements.

B. Administrative Services

1. Provide the Treasurer with monthly transaction and ATM issue reports (“Transaction Reports”) no later than the fifth (5th) day following the end of the month. For any Special Event, which shall include each Illinois State Fair and as otherwise identified by the Agency or the Treasurer, provide Transaction Report no later than the fifth (5th) day following the end of the Special Event.
2. Include in each Transaction Report comprehensive transaction reporting, which shall include, but not be limited to, the ATM location, the number of transactions, the dollar amount of each transaction and any chargebacks, for all ATMs.
3. Provide a primary contact for the Services, direct access to the Contractor’s staff, and emergency contact phone numbers.
4. Process transactions on a secure communication network at Contractor’s own expense and pay for all communication fees and expenses.
5. Remit the Treasurer’s portion of the surcharge on a monthly basis.
6. Provide comprehensive technical reporting, which shall include, but not be limited to, service interruptions, hardware issue, machine replacement, audit logs, cash delivery, customer service calls, and resolutions of any issues for all ATMs, on a monthly basis and during and at the close of Special Events.
7. Provide required reporting via either a secure electronic delivery method or a secure website.
8. Secure insurance coverage of the ATMs with types and limits of insurance as approved by the Treasurer; such insurance coverage shall be with a sound, reliable insurance company with an above average Best’s rating and shall remain in effect throughout the contract term and any renewal periods.
9. Provide customer service for all ATMs including a call center that is available for customer inquiries and procedures for contacting customers if their bank card becomes lost in the ATM.
10. Prominently display on all ATMs a customer service contact number for issues or questions that arise pertaining to a transaction, including hours of availability.
11. Include only signage or branding on the ATMs that is pre-approved in writing by the Treasurer.
12. Limit ATM services to financial institutions that meet the following criteria: (a) are authorized to do business in Illinois; (b) are an Illinois bank or a national

bank with a presence in Illinois; (c) are a member of the Federal Reserve System with access to all services as a member bank; (d) have a current CRA rating of satisfactory or outstanding and IDC rating of 75 or greater; and (e) are approved in advance by the Treasurer.

IV. CONTENTS OF BID

Should a bidder elect to submit a hard copy Bid, Bids must be submitted in a sealed envelope or package bearing the title “Office of the Illinois State Treasurer for Automated Teller Machine Services for State Agencies 370-500-22-031.” This package must include one original and five (5) copies of the Bid. The package must also include three (3) separate electronic copies of the Bid. Each electronic copy shall be on a separate thumb drive.

All Bids, regardless of the manner of submission, shall contain the following:

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 Bid. Such person(s) must be authorized to make representations on behalf of the Bidder.
2. Offer: Checklist, Attestations, Requested Modification(s), and Cost Proposal – Bidder shall fill out the Offer which includes a Checklist of all sections that must be provided, Attestations and Alternatives for the Bidder to fill out, and Bidder’s cost proposal as laid out in Section VI below. Section VI will be attached as Appendix C of the Agreement.
3. Bid – Bidder shall provide a statement indicating that, with the Bid submission, Bidder a) understands that it is making an offer to the Treasurer that is binding from the due date for Bids through 180 days thereafter and b) signs the Agreement found in Section VII should Bidder take exemption to any terms found in the Agreement, those must be part of Bidder’s Offer. The Treasurer retains the right to reject outright a Bid due to unacceptable modification(s) of Services or Terms of Service, or negotiate with the Bidder at the Treasurer’s sole discretion.
4. Subcontractors – Bidder shall provide a list of the subcontractor(s) Bidder will use for the Services, if any, and the general type of work to be performed by each subcontractor.
5. State Certifications and Disclosures – Bidder 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). These State Certifications and Disclosures shall be attached as Appendix B of the Agreement.
6. Redacted Copy – If the Bid contains any information that Bidder considers to be exempt from public disclosure under the Illinois Freedom of Information Act (“FOIA”) (5 ILCS 140) or other applicable laws and rules, Bidder should submit in a separately sealed envelope (or, if the Bid is submitted electronically, as a separate attachment) an

additional copy of the Bid with proposed confidential information redacted, as detailed in Section V.D.9 of this IFB (“Redacted Copy”).

V. IFB SCHEDULE AND PROCESS

This Section outlines the schedule and process associated with the IFB.

A. Schedule

The following is the schedule for this IFB:

Date	Event
May 9, 2022	IFB published on the Treasurer’s website.
May 16, 2022	All Bidder questions due by 2:00 p.m. CT.
May 21, 2022	Responses to all questions posted on the Treasurer’s website by 4:00 p.m. CT.
June 2, 2022	Bids due before 2:00 p.m. CT.
Week of June 6, 2022	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 IFB.

Bidders should submit questions about the intent or content of this IFB and request clarification of any and all procedures used for this procurement prior to the submission of a Bid. Bidders must submit their questions in writing by e-mail to the CPO, at ATMIFB@illinoistreasurer.gov by 2:00 p.m. CT on May 16, 2022.

C. Bid Submittal

1. Packet submission in hard copy form

Bids submitted in hard copy form must be submitted in a sealed envelope or package with “Invitation for Bids Office of the Illinois State Treasurer for Automated Teller Machine Services for State Agencies 370-500-22-031” shown on the front of the envelope or package, along with Bidder’s name and address.

If confidentiality of information is asserted, please include an electronic Redacted Copy in accordance with Section VI.D.9 of the IFB.

Packet must be mailed to:

Mr. Christopher M. Flynn
Chief Procurement Officer
Office of the Illinois State Treasurer
One East Old State Capitol Plaza
Springfield, IL 62701

Bids will be opened publicly, via livestream only, at 2:00 p.m. CT on June 2, 2022. The livestream will be available online at <https://www.facebook.com/ILTreasurerProcurement>.

2. Packet submission via electronic form

To start the bid submission process for a Bid submitted electronically, please e-mail the following to ATMIFB@illinoistreasurer.gov.

- a. name of contact person
- b. business name and business address
- c. e-mail address and telephone number

3. Instructions for electronic submission

Upon timely receipt of Bidder's e-mail, the Treasurer will promptly e-mail Bidder indicating its submission has been received. It is crucial that Bidder emails a complete list of the files that s/he submitted to ATMIFB@illinoistreasurer.gov.

4. Use of electronic version of this IFB

This IFB is electronically available. If Bidder electronically accepts the IFB, s/he acknowledges and accepts full responsibility to ensure that no changes are made to the IFB. Should a conflict arise between a version of the IFB in Bidder's possession and the Treasurer's version, the Treasurer's version shall prevail.

D. IFB Process

1. Questions about this IFB

Bidders should submit questions about the intent or content of this IFB and request clarification of any and all procedures used for this procurement prior to the submission of a response. Bidders must prepare their questions in writing and send them by e-mail to the CPO.

2. Internet/E-mail Communications

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

3. Verbal Communications

Any verbal communication from the Treasurer's employees or its contractors concerning

this IFB is not binding on the Treasurer, and shall in no way alter a specification, term, or condition of this IFB.

4. Amendments

If it is necessary to amend this IFB, the Treasurer will post any amendments on the Treasurer's website.

5. Bidder's Costs

The cost of developing a response to this IFB is each Bidder's responsibility and shall not be charged to the Treasurer.

6. Withdrawal/Modification of Bid

Bidder may withdraw or modify its Bid at any time prior to the deadline for receipt of Bids. For withdrawals, the Bidder must submit a written withdrawal request, addressed to the CPO, and signed by the Bidder's duly authorized representative. In order to modify a bid, the amended Bid must be a complete replacement of the previously submitted Bid and must be clearly identified as such in the transmittal letter to the CPO.

7. Bid is an offer

A Bid submitted in response to this IFB is a binding offer, valid for 180 days after the due date for Bids.

8. Response to IFB is State Property

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

9. Bid is Part of a Public Procurement File

All Bids received by the Treasurer will be open to the public, though a Bidder may request that the Treasurer treat certain information as confidential in accordance with 44 Ill. Admin. Code §1400.2505. If Bidder requests confidential treatment of any information it considers to be exempt from public disclosure under FOIA or other applicable laws and rules, Bidder should submit a Redacted Copy, which copy shall be clearly identified as the "Redacted Copy." In a separate attachment to the Redacted Copy, Bidder shall supply a listing of the provisions of the Bid, 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(1). The Redacted Copy must retain as much of the Bid 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 Bids confidential and will in any event disclose the successful Bidder's name, the substance of the Bid, and the price. In responding to a request made under FOIA, the Treasurer reserves the right to rely on Bidder's decision whether to submit a Redacted Copy with its Bid, and the Treasurer is under no obligation to notify the Bidder prior to providing a complete and unredacted Bid, with any unredacted attachments, if Bidder does not elect to provide a Redacted Copy with its Bid as described in this Section.

10. CPO May Cancel IFB

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 IFB;
- b. Modify this IFB in writing as needed; or
- c. Reject any or all Bids received for this IFB.

11. Additional Information

The Treasurer reserves the right to request additional information and to meet with Bidder to discuss their Bids.

VI. OFFER (APPENDIX C TO THE AGREEMENT)

The undersigned authorized representative of the identified Bidder hereby submits this Offer to the Treasurer to perform in full compliance the subject of the solicitation. By completing and signing this form, Bidder makes an Offer to the Treasurer that the Treasurer may accept.

A. Checklist

Bidder should use this form as a checklist to ensure that all required documents are completed and included in the Bid. Bidder must mark each blank below as appropriate. Bidder understands failure to meet all requirements may be a case for disqualification.

1. Solicitation and Contract Review: Bidder reviewed the Solicitation and the Agreement, including all referenced documents, and instructions. Bidder filled out all relevant blanks and provided all requested information.
 Yes
2. Attestations: Bidder has attested to its ability to provide the services found in Section 2 of the Agreement (and Section III of the IFB), or its ability to provide alternative services.
 Yes
3. Requested Modification(s): Bidder either (a) has no exceptions to the Agreement, or (b) has exceptions to the Agreement and has filled out the exception sheet below as instructed and understands that by making these exceptions the bid may be rejected.
 Yes
4. Cost: Bidder has completed the Cost Proposal.
 Yes
5. Addenda: Bidder has taken into account any and all addenda to the solicitation in making this Bid, signed the acknowledgement form, and included said form.
 Yes
6. Bid Submission: If submitted in paper format, Bidder has packaged the bid as requested by the Treasurer.
 Yes
7. State Certifications and Disclosures: Bidder has filled out the required State Certifications and Disclosures and is including said documents with Bid.
 Yes
8. Signature on Agreement: Bidder has signed and filled out all information.
 Yes

B. Attestations

_____ (“Bidder Name”) attests that it can provide all the Services described in Section 2 of the Agreement (“Services”). Bidder acknowledges that the Services are part of the requirements of the IFB. Bidder acknowledges that failure to attest to its ability to provide the Services shall lead to automatic disqualification, if Bidder is unable to propose an alternative to the Service requested by the Treasurer. Bidder will not be disqualified solely for its response to this section if the Treasurer determines that any new, alternative, or improved options to the requested Services presented therein would sufficiently address the Treasurer’s needs as described in Section 2 of the Agreement.

_____ is filling out this section of the Offer to:

- Attest to the Bidder’s ability to provide Services described in Section 2 of the Agreement.
- Describe any suggested alternatives, or improvements to the Services that the Bidder suggests as options that would sufficiently address the Treasurer’s needs outlined in Section 2 of the Agreement. Provide any additional information that Bidder believes relevant to requirements of the Agreement and to its ability to provide the requested Services. For each of the suggested alternatives, or improvements to the Services, Bidder may provide additional information for the Treasurer to review so that the Treasurer can evaluate if the suggested alternatives or improvements to the Services shall be deemed acceptable. Bidder shall describe the suggested alternatives, or improved Service in the table found in the Offer Part C to be known as Appendix C of the Agreement. Complete Part C for each suggested alternative or improvement to the Services.

Bidder will provide the Service described in Section 2.A.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Bidder will provide the Service described in Section 2.B.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Please identify the Service and describe the proposed alternative or improvement option that would meet the Service requirement(s) in the table found in Part C of this Offer. Please be advised that a Bid may be rejected at the Treasurer’s sole discretion, if the Treasurer determines that the suggested alternative or improvement to the Services will not sufficiently meet the Treasurer’s needs as described in Section 2.

C. Request Modification(s)

_____ agrees with the terms and conditions set forth in the Treasurer’s Invitation for Bid, including the Agreement, all appendices, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Bidder, both Parties agree that all of the duties and obligations that the Bidder owes to the Treasurer for the work performed shall be pursuant to the solicitation and resulting contract, and Bidder’s exceptions accepted by the Treasurer thereto as set forth below.
	SERVICES (SECTION 2 OF AGREEMENT)
Subsection #	Subsection and/or New Subsection, Title of New Subsection: State the suggested alternative or improvement in Services.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as “add,” “replace,” and/or “delete.”
	ADDITIONAL BIDDER TERMS AND CONDITIONS
New Provision(s) , # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.

D. Cost Proposal

For the Cost Proposal, Bidder shall provide the proposed surcharge fee per transaction, specific to Special Events and year-round ATMs and the proposed commission payment to the Treasurer, per surcharge transaction, specific to Special Events and year-round ATMs. Each surcharge fee should include the overall amount and the commission payments that will be remitted to the Treasurer on a monthly basis.

VI.D.1 State Agencies. Contractor will pay the Treasurer \$_____ per surchargeable transaction (“Treasurer’s Payment”) with a total surcharge amount of \$_____ per surchargeable transaction (“Total Surcharge”).

VI.D.2 Illinois State Fair. Contractor will pay the Treasurer \$_____ per surchargeable transaction (“Treasurer’s Payment”) with a total surcharge amount of \$_____ per surchargeable transaction (“Total Surcharge”).

VI.D.3 DuQuoin State Fair. Contractor will pay the Treasurer \$_____ per surchargeable transaction (“Treasurer’s Payment”) with a total surcharge amount of \$_____ per surchargeable transaction (“Total Surcharge”).

VI.D.4 Other Special Events. Contractor will pay the Treasurer \$_____ per surchargeable transaction (“Treasurer’s Payment”) with a total surcharge amount of \$_____ per surchargeable transaction (“Total Surcharge”).

VI.D.5 Branding. Treasurer will be paid _____% of any branding fee revenue collected.

Bidder may not include a Treasurer’s Payment exceeding \$2.00.

The Treasurer will calculate the low cost Proposal as follows (“Calculation”):

1. The Treasurer will calculate the simple average of the Treasurer’s Payments and Total Surcharges outlined in VI.D.1 through VI.D.4.
2. The Treasurer will subtract the average Treasurer’s Payment from the average Total Surcharge (the “Difference”).
3. The low cost Proposal will be that which has the lowest Difference.

In the event the Calculation leads to a tie between two Bids, the Treasurer will take the following initial steps to break the tie, in this order:

1. The Treasurer will award to the lowest average Total Surcharge.
2. The Treasurer will award to the highest average Treasurer’s Payment.

The duly authorized officer of the below stated entity hereby agrees to be bound to this OFFER that will be attached to the **Agreement for Automated Teller Machine Services for State Agencies** as Appendix C.

SIGNATURE _____
NAME: _____
TITLE: _____
COMPANY: _____
DATE: _____

VII. CONTRACT

By submitting a Bid, the Bidder agrees to each of the contractual provision set forth below, unless outlined in its Offer which will be attached as Appendix C.

Agreement for Automated Teller Machine Services for State Agencies

This **Agreement for Automated Teller Machine Services for State Agencies** (“Agreement”) is hereby entered into by and between the **Office of the Illinois State Treasurer** (“Treasurer”) and _____ (“Contractor”).

WHEREAS, pursuant to Section 7 of the State Treasurer Act, 15 ILCS 505 (“Act”), the Treasurer is charged with receiving and safeguarding the revenues and all other public moneys of the State as well as moneys authorized by law to be paid to the Treasurer;

WHEREAS, pursuant to Section 18 of the Act, the Treasurer is authorized to “enter into written agreements with financial institutions for the provision of banking services at the State Capitol and for the provision of automatic teller machine services at State office buildings, State parks, State tourism centers, and State fairs at Springfield and DuQuoin,” 15 ILCS 505/18;

WHEREAS, the Treasurer has determined that it is in its best interest to award a contract to an ATM services provider to provide employees and visitors to various State of Illinois Agencies (“Agency” or “Agencies”) convenient access to ATM services on a year-round basis and for special events;

WHEREAS, on May 9, 2022, the Treasurer issued a Invitation for Bid Automated Teller Machine Services for State Agencies 370-500-22-031 (“IFB”) seeking ATM services; and

WHEREAS, Contractor’s bid was selected by the Treasurer via a competitive bid process to provide the services set forth in the IFB.

NOW THEREFORE, the Treasurer and Contractor agree as follows:

1. TERM OF AGREEMENT

This Agreement shall become effective upon the date this Agreement is signed by both parties (“Effective Date”) and continue in full force and effect for a period of four (4) years, unless terminated in accordance with the terms of this Agreement. The Treasurer may elect to extend this Agreement for additional periods, not to exceed a total term of ten (10) years, including the initial four (4) years.

2. SERVICES

Contractor shall perform the services outlined in this Section 2, unless it has suggested an alternative that the Treasurer has deemed acceptable and is clearly outlined in its Offer hereto attached as Appendix C (collectively, the “Services”). Contractor shall perform all services in accordance with applicable State and federal laws, rules, and regulations. Unless an alternative is outlined as accepted in Appendix C, Contractor shall:

A. Operational Services

1. Provide and pay for the purchase, delivery, installation, maintenance, site preparation, and any aesthetic changes to the site or location including the removal and disposal of ATMs existing at the site when Services begin, if requested by the Agency, whether the Agency requires the machine(s) to be

located inside or outside, for the required number of ATMs requested by an Agency, in any State office building, State tourism center, State Park, or State fairground. The List of Current Participating State Agencies, attached hereto as Appendix A, provides the listing of current participating Agencies and their locations.

2. Provide continuous operation of the ATMs for year-round Agency locations and for special events, which shall include each Illinois State Fair and as otherwise identified by the Agency or the Treasurer (“Special Events”).
3. Provide access to national and regional network affiliations.
4. Provide access to multiple card types, at a minimum which must include Mastercard, Visa, and American Express.
5. Ensure that no ATM is inoperable for more than twenty-four (24) consecutive hours.
6. Provide ATM accessibility twenty-four (24) hours per day or as Agency hours permit.
7. Provide all necessary maintenance and cash-loading services for the ATMs.
8. Provide for the security of the ATMs and on a regular schedule, not less than once each month, review the security arrangements of the ATMs.
9. Issue a certification to the Treasurer that the security arrangements related to the ATMs are adequate and continuous and describe how the security arrangements comply with industry standards.
10. Remove the ATMs and restore the site where the ATMs were located, at the Contractor’s own expense.
11. On a daily basis, service the ATMs to balance transactions and extract deposits.
12. Monitor the ATMs’ cash flow from a remote location, and, as needed, replenish the ATMs with sufficient cash.
13. Replenish the ATMs based upon the cash needs of the Agencies.
14. Provide ATMs that meet with the Treasurer’s prior approval, and that include the following capabilities: withdrawal of cash, in multiple bill denominations, from checking or savings accounts held at any financial institution; transfer funds between accounts; inquire on the balance of both checking and savings accounts; deposit funds into checking or savings at any financial institution; and produce a time and date stamped receipt describing the location of the ATM and the transaction number for all transactions.

15. Ensure that all ATMs meet all applicable accessibility requirements, including, but not limited to the accessibility requirements set forth in the Americans with Disabilities Act, as amended by the ADA Amendments Act of 2008 (42 U.S.C. 12101), the Americans with Disabilities Act Accessibility Guidelines, the Illinois Environmental Barriers Act, (410 ILCS 25) and the Illinois Accessibility Code (71 Ill. Adm. Code Part 400) (“Accessibility Requirements”).
16. Monitor any changes in the Accessibility Requirements and update the ATMs in order to ensure compliance with the Accessibility Requirements.

B. Administrative Services

1. Provide the Treasurer with monthly transaction and ATM issue reports (“Transaction Reports”) no later than the fifth (5th) day following the end of the month. For any Special Event, which shall include each Illinois State Fair but as otherwise identified by the Agency or the Treasurer, provide a Transaction Report no later than the fifth (5th) day following the end of the Special Event.
2. Include in each Transaction Report comprehensive transaction reporting, which shall include, but not be limited to, the ATM location, the number of transactions, the dollar amount of each transaction and any chargebacks, for all ATMs.
3. Provide a primary contact for the Services, direct access to the Contractor’s staff, and emergency contact phone numbers.
4. Process transactions on a secure communication network at Contractor’s own expense and pay for all communication fees and expenses.
5. Remit the Treasurer’s portion of the surcharge on a monthly basis.
6. Provide comprehensive technical reporting, which shall include, but not be limited to, service interruptions, hardware issue, machine replacement, audit logs, cash delivery, customer service calls, and resolutions of any issues for all ATMs, on a monthly basis and during and at the close of Special Events.
7. Provide required reporting via either a secure electronic delivery method or a secure website.
8. Secure insurance coverage of the ATMs with types and limits of insurance as approved by the Treasurer; such insurance coverage shall be with a sound, reliable insurance company with an above average Best’s rating and shall remain in effect throughout the contract term and any renewal periods.
9. Provide customer service for all ATMs including a call center that is available for customer inquiries and procedures for contacting customers if their bank card becomes lost in the ATM.

10. Prominently display on all ATMs a customer service contact number for issues or questions that arise pertaining to a transaction, including hours of availability.
11. Include only signage or branding on the ATMs that is pre-approved in writing by the Treasurer.
12. Limit ATM services to financial institutions that meet the following criteria: (a) are authorized to do business in Illinois; (b) are an Illinois bank or a national bank with a presence in Illinois; (c) are a member of the Federal Reserve System with access to all services as a member bank; (d) have a current CRA rating of satisfactory or outstanding and IDC rating of 75 or greater; and (e) are approved in advance by the Treasurer.

3. TRANSACTION COSTS

The Contractor will receive surcharges from the ATM customers and compensate the Treasurer based on the following schedule:

3.1 *State Agencies*. Contractor will pay the Treasurer \$_____ per surchargeable transaction with a total surcharge amount of \$_____ per surchargeable transaction.

3.2 *Illinois State Fair*. Contractor will pay the Treasurer \$_____ per surchargeable transaction with a total surcharge amount of \$_____ per surchargeable transaction.

3.3 *DuQuoin State Fair*. Contractor will pay the Treasurer \$_____ per surchargeable transaction with a total surcharge amount of \$_____ per surchargeable transaction.

3.4 *Other Special Events*. Contractor will pay the Treasurer \$_____ per surchargeable transaction with a total surcharge amount of \$_____ per surchargeable transaction.

3.5 *Branding*. Treasurer will be paid _____% of any branding fee revenue collected.

4. ITEMIZED SURCHARGE REPORT

The Contractor shall submit an itemized surcharge report to the Treasurer on a monthly basis detailing the transactions made on the ATMs.

5. GOVERNING LAW

This 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 the Contractor against the Treasurer can only be brought in the Illinois Court of Claims.

6. TERMINATION

6.1 *Termination for Convenience*

The Treasurer may elect to terminate this Agreement, or any portion of the Services, any time upon thirty (30) days' notice. Upon termination, the Treasurer will pay for work satisfactorily completed prior to the date of termination as determined by the Treasurer in a reasonable manner.

6.2 *Termination for Cause*

This Agreement, or any portion of the Services, may be terminated by the Treasurer immediately upon notice to the Contractor under any of the following circumstances:

- A. The Contractor fails to furnish satisfactory performance within the time specified;
- B. The Contractor fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms;
- C. Any goods or services provided under this Agreement are rejected and are not promptly replaced or corrected by the Contractor or repeatedly rejected even though the Contractor offers to replace or correct the goods or services promptly;
- D. There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means were used to obtain this Agreement;
- E. The Contractor is guilty of misrepresentation in connection with another contract for services to the State;
- F. The 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 this Agreement;
- H. The Contractor disregards or violates any applicable laws, rules, or the Treasurer's instructions, acts in violation of any provision of this Agreement, or this Agreement conflicts with any statutory or constitutional provision of the State of Illinois or of the United States;
- I. Any other breach of contract or other unlawful act by the Contractor occurs; or
- J. The Contractor receives a deficient performance review from the Treasurer.

Prior to terminating this Agreement for cause, the Treasurer may issue a written warning that outlines whether any remedial action that the Contractor can perform to bring the Contractor into conformance with this 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 the Contractor within five (5) business days of the date of the second written warning, this Agreement may be terminated immediately.

Upon termination for cause the Treasurer may recover any and all damages, including but not limited to damages involved with the transition to a new vendor and 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. If the Treasurer determines, in its sole discretion, that the circumstances are such that the Contractor cannot cure by remedial action, the Treasurer may provide notice of cancellation, which shall be effective upon five (5) business days from the date of the notice.

6.3 Transition following Termination

Upon the expiration of the notice periods outlined in Sections 6.1 or 6.2 of this Agreement, Contractor shall take commercially reasonable steps to effect an orderly transition of the relevant portions of its duties and responsibilities to the Treasurer or a successor provider(s). To the extent that the Treasurer requests Services during the Transition, Contractor agrees to continue to pay the Treasurer the agreed upon surcharges as outlined in Section 3. During the Transition, Contractor shall be responsible for the cost associated with such Transition.

7. REVIEW

The Treasurer may conduct periodic performance reviews of the Contractor, during which its compliance with all aspects of this Agreement will be reviewed and assessed. Contractor must be cooperative, responsive, and timely during any such review.

8. ACCESS TO INFORMATION

During the term of this Agreement, and thereafter, for seven (7) years after the termination of this Agreement, the Contractor shall promptly provide the Treasurer, upon request, access to all files, records, documents, data, copies of instruments, reports, and records, and any other information maintained related to this Agreement and the Services provided pursuant to this Agreement, regardless of how that information is stored. The information shall be provided in a form acceptable to the Treasurer.

9. EQUITY, DIVERSITY, AND INCLUSION DATA

Contractor shall respond to requests for data from the Treasurer, as deemed necessary by the Treasurer, to report on the Treasurer's use of equitable, diverse, and inclusive businesses in accordance with Section 30 of the State Treasurer Act, 15 ILCS 505. Contractor shall provide all requested data within thirty days of any request, or within a timeframe otherwise agreed upon by the Treasurer.

10. REPORTING AND TESTING

Within ten (10) days after full execution of this Agreement, the Contractor shall provide the Treasurer a complete sample of all reports available in hard copy and exporting options for the purpose of testing the following formats: PDF, BAI2, CSV, and TXT. The reports and test export shall contain data that is specific to the types of transactions provided in Section 2 of this Agreement.

11. CONTINUATION OF SERVICES

The Contractor shall guarantee performance of the Services and agree to perform all Services in an efficient and professional manner. Notwithstanding anything to the contrary in this Agreement, the Contractor's obligations and responsibilities pursuant to this 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.

12. 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 the Agreement nor any of the rights or obligations under the Agreement may be transferred or assigned without the Treasurer's prior written consent. The Treasurer may unilaterally bind any successor of the Contractor to the terms and conditions of the Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify and hold the Treasurer harmless from and against any and all losses, including but not limited to, any liabilities; demands; claims; lawsuits; damages; causes of action; settlements; judgments, including costs, attorneys' and witnesses' fees and expenses incident thereto; or fines, any of which arise out of or relate to violation of applicable law, breach of this Agreement, the negligent acts or omissions, or willful misconduct by the Contractor, its employees, or agents. The Contractor has a duty to select, with due diligence, all other entities that shall be necessary to implement this Agreement. The Contractor shall establish and enforce reasonable procedures to assure the Treasurer of the performance by all other entities of the services necessary to implement this Agreement.

14. CONFIDENTIALITY

This Section shall survive the termination of this Agreement.

14.1 Confidential Information

The Contractor shall be prohibited from using or disclosing information received in the course of fulfilling its obligations pursuant to this 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.

14.2 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.

14.3 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.

14.4 Privacy Policy

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

14.5 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.

15. WORK PRODUCT

15.1 Ownership of work product

Except as otherwise agreed to in writing, all work product including, but not limited to, documents, reports, data, information, and ideas specially produced, developed, or designed by the Contractor pursuant to this Agreement, whether preliminary or final, will become and remain the property of the Treasurer, including any copyright or service marks developed on behalf of the Treasurer, whether preliminary or final, (collectively, the “Work Product”) will become and remain the property 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.

15.2 Return of Work Product

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

16. STATE FURNISHED PROPERTY

The 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.

17. INTERNAL CONTROLS

If applicable and upon request, the Contractor shall provide the Treasurer, at no additional cost, with a copy of the most recent Annual Report or Form 10-K of itself or its holding company, its most

recent audited internal control documents, including but not limited to SOC, SSAE 16, and SSAE 18 reports, all of which shall include the attestation of the company's independent registered accounting firm regarding the company's internal control over financial reporting.

18. BACK-UP FACILITIES

Upon request, the Contractor and its subcontractor(s), if applicable shall provide the Treasurer a copy of their disaster recovery plan, back-up plan, and results of the annual audit of the disaster recovery plan.

19. 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.

20. SUBCONTRACTORS

The Contractor may not use subcontractors to perform the Services, unless the subcontractor is approved in advance by the Treasurer. The Contractor must disclose the duties to be performed by the subcontractor. The Contractor shall obtain written approval from the Treasurer prior to adding or changing subcontractors. All approved subcontractors must fill out State Certifications and Disclosures and any other documentation required by the Treasurer or State law.

21. RECORD RETENTION AND AUDIT

This Section shall survive the termination of the Agreement.

The Contractor and subcontractors, if any, shall maintain adequate books, records, and supporting documents related to this Agreement, including but not limited to those necessary to support amounts charged to the State under this Agreement, for a minimum of seven (7) years from the last action on this Agreement or after termination of this Agreement, whichever is longer. The Contractor and subcontractors agree to cooperate fully with any audit conducted by this Auditor General or the Treasurer and to provide full access to all materials requested. If any litigation or claim involving this Agreement has been filed or any audit commenced before the expiration of the seven (7) year period, the Contractor shall maintain the records required by this Section 1) in the case of any litigation or claim, until completion of the action and resolution of all issues that arise from it or until the end of the seven (7) year period, whichever is later and 2) in the case of any audit, until completion of the audit or until the end of the seven (7) year period, whichever is later. 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 owed to the State under this Agreement for which adequate books, records and supporting documentation are not available to support withholding such funds.

22. NOTICE

Except as otherwise provided in this Agreement, all inquiries, notices, demands, consents, or other communications hereunder shall be in writing and are effective upon receipt when delivered personally, or sent by e-mail or facsimile, or seven (7) business days after being sent by registered or certified mail, postage prepaid, return receipt requested at the address listed below:

If to the Treasurer:
Elizabeth Turner
Chief Banking Officer
Office of the Illinois State Treasurer
One East Old State Capitol Plaza
Springfield, IL 62701
lturner@illinoistreasurer.gov

With a copy to
Laura J. Duque
General Counsel
Office of the Illinois State Treasurer
555 W. Monroe, 14th Floor
Chicago, IL 60661
lduque@illinoistreasurer.gov

If to Contractor:
Name: _____
Title: _____
Company: _____
Address: _____
Address: _____
e-mail: _____

23. 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 this 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.

24. DISCLOSURES/STATE CERTIFICATIONS

This Agreement shall incorporate Contractor’s fully executed State Certifications and Disclosure Forms, a copy of which is attached hereto as Appendix B.

25. SEVERABILITY

If any provision, or portion thereof, of this Agreement is, or becomes, invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Agreement shall remain in full force and effect.

26. NO RECOURSE

For any obligation or liability arising pursuant to this Agreement, no recourse may be had for such obligation or liability of the Treasurer of the State of Illinois or any employee or official of the Treasurer or the State in his or her personal or individual capacity. The Contractor hereby waives all such obligations and liabilities of the Treasurer of the State of Illinois and any such employee or official.

27. ENTIRE AGREEMENT

All exhibits attached hereto are hereby incorporated herein. This Agreement contains the entire agreement of the parties. This Agreement may be changed only by a written amendment signed by both parties.

28. SOVEREIGN IMMUNITY

Contractor acknowledges that the Treasurer and the State of Illinois reserve all immunities, defenses, rights, or actions arising out of their status as a sovereign state or entity, including those under the Eleventh Amendment to the United States Constitution, and that no waiver of any such immunities, defenses, rights, or actions will be implied or otherwise deemed to exist as a result of the Agreement.

29. CERTIFICATIONS

The Contractor shall certify the following:

29.1 Full Legal Right, Power and Authority

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;

29.2 Execution and Delivery

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.

29.3 Nothing materially threatening Agreement

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.

30. SEPARATE COUNTERPARTS

This Agreement may signed in separate counterparts, all of which taken together shall constitute one agreement. The parties agree that a fax or electronically transmitted valid and authorized signature shall be accepted.

<< SIGNATURE PAGE FOLLOWS >>

IN WITNESS WHEREOF, the parties have caused this **Agreement for Automated Teller Machine Services for State Agencies** to be executed by their duly authorized officers.

**OFFICE OF THE ILLINOIS STATE
TREASURER**

CONTRACTOR NAME

Michael W. Frerichs
Treasurer

Name: _____
Title: _____

By: _____
G. Allen Mayer, Chief of Staff

Date: _____

Date: _____

Appendix A

List of Current Participating State Agencies

1. **Illinois Department of Agriculture** – State Fairgrounds, Springfield, IL 62794
 - a. 1 year-round machine
 - b. 10 machines requested periodically throughout the year for events at the Illinois State Fair Grounds
 - c. 10-20 machines during the annual Illinois State Fair
 - d. machines during the annual DuQuoin State Fair
2. **Illinois Department of Revenue** – 100 W. Jefferson Street, Springfield, IL 62702
 - a. 1 year-round machine
3. **Abraham Lincoln Presidential Library & Museum** – 212 N. Sixth St., Springfield, IL 62701
 - a. 1 year-round machine
4. **Illinois Secretary of State** – 2nd Street and Edwards Street, Springfield, IL 62756 and 2701 S. Dirksen Parkway, Springfield, IL 62723
 - a. 1 year-round machine at each location
5. **Illinois Department of Military Affairs** – 1301 N. MacArthur Blvd., Springfield, IL 62702
 - a. 2 year-round machines
6. **Department of Natural Resources** – 1 Natural Resources Way, Springfield, IL 62702
 - a. 1 year-round machine
7. **Illinois State Toll Highway Authority** – 2700 Ogden Ave., Downers Grove, IL 60515
 - a. 1 year-round machine
8. **Illinois Student Assistance Commission** – 1755 Lake Cook Rd., Deerfield, IL 60015
 - a. 1 year-round machine
9. **Illinois State Treasurer's Office** – State Capitol Building, 401 S. Second Street, Springfield, IL 62706
 - a. 1 year-round machine

Appendix B

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 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.

4.0 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.

5.0 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.

6.0 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.

7.0 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.

8.0 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).

9.0 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).

10.0 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.

11.0 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).

12.0 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).

13.0 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):

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

14.0 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).

15.0 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.

16.0 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.

17.0 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).

18.0 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).

19.0 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.

20.0 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.

21.0 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.

22.0 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.

23.0 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.

24.0 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.

25.0 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.

26.0 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.

27.0 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.

28.0 THIRD-PARTY PAYMENTS.

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

29.0 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.

30.0 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).

31.0 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.

32.0 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.

33.0 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.

34.0 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.

35.0 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.

36.0 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.

37.0 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- | Yes
_____ | No
_____ |

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.

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 _____

Appendix C

Offer