



OFFICE OF THE ILLINOIS STATE TREASURER
MICHAEL W. FRERICHS

Request for Proposals
Banking Services for the Illinois State
Treasurer and the Illinois State Toll Highway
Authority
370-500-24-037

December 5, 2023

Proposals due before 11:00 a.m. CT on January 31, 2024

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
Request for Proposals
Banking Services for the Illinois State Treasurer and the Illinois State Toll Highway Authority
370-500-24-037

Table of Contents

I. OVERVIEW	4
II. BACKGROUND	4
III. SCOPE OF WORK.....	4
IV. PROPOSAL	11
V. RFP SCHEDULE AND PROCESS	18
VI. EVALUATION PROCESS AND CRITERIA	23
VII. CONTRACTUAL TERMS	26
Appendix A	Treasurer’s Accounts - Current Demand Deposit Account Structure
Appendix B	Treasurer’s Accounts Monthly Check Deposit Volumes CY2022
Appendix C	Treasurer’s Accounts Monthly Return Item Volumes CY2022
Appendix D	Treasurer’s Accounts Daily Outgoing Wire Transfer Volumes CY2022
Appendix E	Treasurer’s Accounts Average Monthly Collected Balances CY2022
Appendix F	Account Analysis 822 EDI Format
Appendix G	Treasurer’s Accounts Proposed Cost Structure
Appendix H	Locally Held Accounts Proposed Cost Structure
Appendix I	Locally Held Accounts - Current Demand Deposit Account Structure
Appendix J	Locally Held Accounts Monthly Check Deposit Volumes CY2022
Appendix K	Locally Held Accounts Daily ACH/Wire Transfer Incoming/Outgoing Volumes CY2022
Appendix L	Locally Held Accounts Average Monthly Collected Balances CY2022

Appendix M 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)

Appendix N Minimum Mandatory Service Requirements

Appendix O Proposed Changes to Contractual Terms

I. OVERVIEW

The Office of the Illinois State Treasurer (“Treasurer”) and the Illinois State Toll Highway Authority (“ISTHA”) are issuing this Request for Proposals (“RFP”) for banking services. Financial institutions that respond to this RFP (“Respondent(s)”) shall submit their responses (“Proposals”) before 11:00 a.m. CT on January 31, 2024.

The Treasurer and ISTHA seek a Respondent with efficient and cost-effective bank processing services for the Treasurer and ISTHA. The successful Respondent(s) (“Contractor(s)”) must be authorized to conduct 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, 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.

The Contractor shall enter into a contract with the Treasurer and ISTHA (“Agreement”) for an initial term of four (4) years. Upon expiration of this term, the Treasurer and ISTHA may elect to extend the Agreement for additional periods, not to exceed a total term of ten (10) years, including the initial four (4) years.

II. BACKGROUND

Pursuant to the Toll Highway Act, 605 ILCS 10/1 et seq. (the “Act”), ISTHA operates and maintains a system of toll highways covering approximately 294 miles. ISTHA derives revenue from many sources including tolls, licenses, fees, rentals, and fines. Within five (5) days of receipt, these revenues must be paid to the Treasurer and held in trust in a special fund known as the Illinois State Toll Highway Authority Fund (“ISTHA Fund”). Pursuant to Section 24 of the Act, the Treasurer shall be the ex-officio custodian of the ISTHA Fund. As ex-officio custodian the Treasurer has the statutory authority, upon order of ISTHA, to invest and disburse money in the ISTHA Fund. The Treasurer is seeking proposals for banking services related to the ISTHA Fund, including banking services for the ISTHA Fund and for ISTHA’s locally held accounts (“Locally Held Accounts”), which are accounts that are part of the ISTHA Fund but managed and maintained separately pursuant to the Act.

III. SCOPE OF WORK

Contractor shall provide the Treasurer and ISTHA the services set forth in this Section III (collectively, the “Services”) in accordance with applicable State and federal laws, rules, and regulations:

A. Treasurer’s Accounts

1. Open and maintain an account for each type of banking service requested by the Treasurer in this RFP (“Treasurer’s Accounts”). Current accounts and banking services are listed in Appendix A Treasurer’s Accounts - Current Demand Deposit Account Structure;

2. Accept and process all deposits, including, but not limited to, checks, cash, and electronic fund transfers. For cash deposits, delivery to a local branch must be accepted. Recent check deposit volumes are listed in Appendix B Treasurer's Accounts Monthly Check Deposit Volumes CY2022;
3. Provide replenishment of coin and currency at I-PASS transponder ("I-PASS") customer service centers, note, this is infrequently needed, with any such individual replenishment being less than \$10,000;
4. Automatically re-deposit paper check return items without entry to the respective demand deposit account. Provide the Treasurer an electronic return item file, from the Contractor's treasury management system or email, that contains, at a minimum, the following items: check image including front and back of each check, return reason code and description, check number, maker's name, and dollar amount. The Treasurer may elect to eliminate the automatic re-deposit of paper check return items, depending on the cost-benefit associated with this process. Recent volumes are listed in Appendix C Treasurer's Accounts Monthly Return Item Volumes CY2022;
5. Provide remote currency manager ("RCM") solutions;
6. Provide remote deposit capture ("RDC") solutions and replace existing equipment with updated check scanner options/models including, supplies (including but not limited to, ink and cleaning supplies) and maintenance to new equipment, in order to afford ISTHA the most efficient and cost-effective product available for this Service;
7. Provide image cash letter ("ICL") solutions;
8. Provide full reconciliation services and the ability to produce files in intermediate document ("IDoc") format in order to interface with the ISTHA system;
9. Provide full controlled disbursement services and the ability of these services to interface with the ISTHA system in an intermediate document ("IDoc") format;
10. Provide notification to the Treasurer of any large return item, totaling more than \$250,000 on the Treasurer's Accounts, by 2:00 pm CT every day that the Federal Reserve is open;
11. Accept incoming wire transfers;
12. Accept outgoing wire transfers initiated by the Treasurer. Recent volumes are listed in Appendix D Treasurer's Accounts Daily Outgoing Wire Transfer Volumes CY2022;
13. Accept ACH credits;
14. Accept ACH debits based on specific company IDs;

15. Accept and process checks drawn on financial institutions that are not clearing through the Federal Reserve System or are made payable in foreign currency;
16. Invest end-of-day collected balances for the Treasurer's Accounts.— Provide ongoing information on all available sweep options, including any maximum or minimum dollar amount requirements and investment cutoff times. Money market sweep funds shall be included as an option, and prospectuses shall be provided where applicable. Refer to Appendix E Treasurer's Accounts Average Monthly Collected Balances CY2022;
17. If sweep options are not selected or if there are limit requirements for maximum allowable sweep 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 520/0.01 *et. seq.*);
18. Pledge securities for collected balances, if applicable, 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. Collateral must comply with the Acceptable Collateral Listing: List of Financial Assets Qualified for Collateral to Secure Deposits and Repurchase Agreements available on the Treasurer's website at the following address:

<https://illinoistreasurergovprod.blob.core.usgovcloudapi.net/twooms/media/doc/acceptablecollaterallisting20150602.pdf>

The collateral will be placed for safekeeping under the control and in the name of the Treasurer with a third-party custodian designated by the Treasurer;
19. Provide the Treasurer an earnings credit in the account analysis report, based on the average monthly collected balance in the Treasurer's Accounts, and offset the fees related to the Treasurer's Accounts with such earnings credit. If there is an excess earnings credit after fees have been offset, the remaining earnings credit shall be carried forward to offset the next month's fees in addition to the current month's earnings credit with an annual reset in January of the excess earnings credit;
20. Provide an ACH debit block and debit filter, with the ability to allow for specific company IDs to post to the Treasurer's Accounts;
21. Provide positive pay filter;
22. 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 and wire transfer templates for the Treasurer's Accounts;
23. Provide the Treasurer a specific point(s) of contact for the Services, direct access to staff, and emergency contact phone numbers for the Treasurer's Accounts;

24. Provide the Treasurer the ability to electronically obtain by 6:00 a.m. CT every day, including weekends and holidays, a current and prior day bank statement as well as current and prior day transaction details for the Treasurers Accounts in Bank Administration Institute (“BAI”) file format, comma separated values (“CSV”), and portable document format (“PDF”) from the Contractor’s treasury management system or have a direct file transmitted from the Contractor to import to the Treasurer’s treasury management system;
25. Provide the Treasurer the ability to search all data fields related to a specific transaction within Contractor’s treasury management system for the Treasurer’s Accounts as well as the ability to conduct ad-hoc searches of transactions based on specific criteria and export the results to either PDF or Excel formats;
26. Provide the Treasurer the ability to produce reports that contain the details of the wire transfer transactions, including the initiating and confirming parties for the Treasurer’s Accounts;
27. Provide the Treasurer with an automatic electronic file, for both current day and prior day bank statements by 6:00 a.m. CT, every day, including weekends and holidays, for the Treasurer’s Accounts in Bank Administration Institute (“BAI”) file format to be uploaded into the Treasurer’s treasury management system;
28. Provide the Treasurer with an automatic electronic file, for current day transactions by 6:00 a.m. CT and throughout the day, every day, including weekends and holidays, for the Treasurers Accounts in Bank Administration Institute (“BAI”) file format to be imported into the Treasurer’s treasury management system;
29. Accept electronic files from the Treasurer in mutually agreed upon format, scheduled throughout the day, every day the Federal Reserve wire transfer system is operational, containing wire transfer transactions for execution by the Contractor. The Contractor will provide an acknowledgement file, or other mutually agreed upon notification, to the Treasurer, on the same day the wire transfer transactions are processed, containing the executed wire transfer transaction details;
30. Provide the Treasurer the ability to produce a monthly account analysis statement within ten (10) business days following the last calendar day of the month, for the Treasurer’s Accounts, in PDF format from the Contractor’s treasury management system, that details all services provided by the Contractor based on the agreed upon cost structure and all associated charges for the Treasurer’s Accounts;
31. Provide the Treasurer, within ten (10) business days following the last calendar day of the month, for the Treasurer’s Accounts, on the Contractor’s treasury management system or other mutually agreed upon Contractor system, 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. The current account analysis format is listed in Appendix F Account Analysis 822 EDI Format;

32. Provide the Treasurer and ISTHA with separate account analysis statements and EDI transmissions for services specified in Appendix G Treasurer's Proposed Cost Structure, and Appendix H Locally Held Proposed Cost Structure;
33. Provide the Treasurer the ability to assign specified members of its staff access to the Contractor's treasury management system ("Users"). This assignment must include the ability to assign each User with a daily limit for initiating or confirming wire transfer transactions for the Treasurer's Accounts;
34. Provide the Treasurer and ISTHA annually, **at no cost**, 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;
35. Accommodate changes to processes outlined in this Section III-A resulting from technological advancements, financial industry advancements, banking changes, or changes in any treasury management system(s) of the Treasurer; and
36. Provide access to a treasury management system service.

B. Locally Held Accounts

1. Open and maintain an account for each type of banking service requested by ISTHA for Locally Held Accounts. Current accounts and banking services are listed in Appendix I Locally Held Accounts - Current Demand Deposit Account Structure;
2. Accept and process all deposits, including, but not limited to, checks, cash, and electronic fund transfers. For cash deposits, delivery to a local branch must be accepted. Recent check deposit volumes are listed in Appendix J Locally Held Accounts Monthly Check Deposit Volumes CY2022;
3. Provide replenishment of coin and currency at I-PASS customer service centers; note, this is infrequently needed, with any such individual replenishment being less than \$10,000;
4. Automatically re-deposit paper check return items without entry to the respective demand deposit account. Provide ISTHA an electronic return item file, from the Contractor's treasury management system or email, that contains, at a minimum, the following items: check image including front and back of each check, return reason code and description, check number, maker's name, and dollar amount. ISTHA may elect to eliminate the automatic re-deposit of paper check return items, depending on the cost benefit associated with this process;

5. Provide remote currency manager (“RCM”) solutions;
6. Provide remote deposit capture (“RDC”) solutions and replace existing equipment with updated check scanner options/models including, supplies (including but not limited to, ink and cleaning supplies) and maintenance to new equipment, in order to afford ISTHA the most efficient and cost-effective product available for this Service;
7. Provide image cash letter (“ICL”) solutions;
8. Provide full reconciliation services and the ability to produce files in intermediate document (“IDoc”) format in order to interface with the ISTHA system;
9. Provide full controlled disbursement services and the ability of these services to interface with the ISTHA system in intermediate document (“IDoc”) format;
10. Provide notification to ISTHA of any large return item totals over \$250,000, on the ISTHA’s Accounts, by 2:00 pm CT every day that the Federal Reserve is open;
11. Accept incoming wire transfers;
12. Accept outgoing wire transfers initiated by ISTHA. Recent volumes are listed in Appendix K, Locally Held Accounts Daily ACH/WT Incoming/Outgoing Wire Transfer Volumes CY2022;
13. Accept ACH credits;
14. Accept ACH debits based on specific company IDs;
15. Accept and process checks drawn on financial institutions that are not clearing through the Federal Reserve System or are made payable in foreign currency;
16. Invest end-of-day collected balances for Locally Held Accounts. Provide ongoing information on all available sweep options, including any maximum or minimum dollar amount requirements and information on interest bearing accounts. Money market sweep funds shall be included as an option, and prospectuses shall be provided where applicable. Refer to Appendix L Locally Held Accounts Average Monthly Collected Balances CY2022;
17. If sweep options are not selected or if there are limit requirements for maximum allowable sweep 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 520/0.01 *et. seq.*);
18. Pledge securities for collected balances, if applicable, equal to 102% of the market value of the largest total balance ISTHA maintains with the Contractor, less the

insurance amount provided by the FDIC. Collateral must comply with the Acceptable Collateral Listing: Listing of Financial Assets Qualified for Collateral to Secure Deposits and Repurchase Agreements available on the Treasurer's website at the following address:

<https://illinoistreasurergovprod.blob.core.usgovcloudapi.net/twocms/media/doc/acceptablecollaterallisting20150602.pdf>

The collateral will be placed for safekeeping under the control, at the direction of and in the name of ISTHA with a third-party custodian designated by ISTHA;

19. Provide ISTHA an earnings credit in the account analysis report based on the average monthly collected balance in in the Locally Held Accounts and offset the fees related to Locally Held Accounts with such earnings credit. If there is an excess earnings credit after fees have been offset, the remaining earnings credit shall be carried forward to offset the next month's fees in addition to the current month's earnings credit with an annual reset in January of the excess earnings credit;
20. Provide any and all best practice ACH fraud protections, at a minimum an ACH debit block and debit filter, with the ability to allow for specific company IDs to post to Locally Held Accounts;
21. Provide positive pay filter;
22. Provide ISTHA with dual controls for both the establishment and maintenance of security administrator rights, as well as for the creation and maintenance of multiple users and wire transfer templates for Locally Held Accounts;
23. Provide ISTHA a specific point(s) of contact for the Services, direct access to staff, and emergency contact phone numbers for Locally Held Accounts;
24. Provide ISTHA the ability to electronically obtain by 6:00 a.m. CT every day, including weekends and holidays, a current and prior day bank statement as well as current and prior day transaction details for Locally Accounts in Bank Administration Institute ("BAI") file format, comma separated values ("CSV"), and portable document format ("PDF") from the Contractor's treasury management system;
25. Provide ISTHA the ability to search all data fields related to a specific transaction within Contractor's treasury management system for the Locally Held Accounts as well as the ability to conduct ad-hoc searches of transactions based on specific criteria and export the results to either PDF or Excel formats;
26. Provide ISTHA the ability to produce reports that contain the details of the wire transfer transactions, including the initiating and confirming parties for Locally Held Accounts;
27. Provide ISTHA the ability to produce a monthly account analysis statement within ten (10) business days following the last calendar day of the month, for Locally Held

Accounts, in PDF format from the Contractor's treasury management system, that details all services provided by the Contractor based on the agreed upon cost structure and all associated charges for Locally Held Accounts;

28. Provide ISTHA, within ten (10) business days following the last calendar day of the month, for Locally Held Accounts, on the Contractor's treasury management system or other mutually agreed upon Contractor system, 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 ISTHA's account analysis program. The current account analysis format is listed in Appendix F Account Analysis 822 EDI Format;
29. Provide the Treasurer and ISTHA with separate account analysis statements and EDI transmissions for services specified in Appendix G Treasurer's Accounts Proposed Cost Structure and Appendix H Locally Held Accounts Proposed Cost Structures;
30. Provide ISTHA the ability to assign Users to the Contractor's treasury management system. This assignment must include the ability to assign each User with a daily limit for initiating or confirming wire transfer transactions for Locally Held Accounts;
31. Provide the Treasurer and ISTHA annually, **at no cost**, 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;
32. Accommodate changes to processes outlined in this Section III-B resulting from technological advancements, financial industry advancements, banking changes, or changes in any treasury management system(s) of the ISTHA; and
33. Provide access to a treasury management system service.

IV. PROPOSAL

A. Proposal Format

All Proposals must be submitted within the prescribed format to facilitate objective review. Any Proposal that materially deviates from this format will be rejected without further consideration of its content. Proposals that contain false or misleading statements or that provide references that do not support an attribute or condition claimed by the Respondent may also be rejected. Narratives should provide a concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on clarity, brevity, and completeness of response. The following are the sections that must be provided in the Proposal. The sections should be labeled accordingly.

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 concerning the Proposal. Such person(s) must be authorized to make representations on behalf of the Respondent.
2. Table of Contents – Include a listing of the main chapters and paragraph headings contained in the Proposal, including 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 narrative, not to exceed five (5) pages, 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 Experience”) and be numbered in the order provided in Section IV.B of this RFP.
6. Service Team – Provide an organizational chart, biographies, and resumes for the proposed Service team, including support staff that will provide all Services to the Treasurer and ISTHA. 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), attached as Appendix M.
9. Cost Proposal – Respondent’s prices (“Cost Proposal”) shall be provided in a separately sealed envelope, or as a separate file if the Proposal is submitted electronically, and should be submitted in the format included as Appendices G and H 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, or as a separate file if the Proposal is submitted electronically, an additional copy of the Proposal with proposed confidential information redacted, as detailed in Section V.E.10 of this RFP (“Redacted Copy”).

All hard copy Proposals must be submitted in a sealed envelope or package bearing the title “Banking Services for the Illinois State Treasurer and the Illinois State Toll Highway Authority Proposal 370-500-24-037” and the Respondent’s name and address. The package must include one (1) original and five (5) copies of the Proposal and, in a separate envelope, 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. The package must also contain a thumb drive(s) containing electronic copies of the Proposal, Cost Proposal, and Redacted Copy.

Alternatively, Respondents may submit an electronic copy of this Proposal, with a separate Cost Proposal and, if confidentiality or any information is asserted, an electronic Redacted Copy, to BankingServicesRFP@illinoistreasurer.gov. The Proposal, Cost Proposal and any Redacted Copy shall be submitted as separate email attachments.

B. Questions to be Addressed in the Proposal

Respondents shall provide answers to the following questions:

Background and Experience

1. Please provide the Respondent’s name, website, and the name, title, address, and all relevant contact information for the person who will be Respondent’s primary contact. Briefly describe Respondent’s background and history pertinent to the Services.
2. Describe in detail Respondent’s understanding of the Services. Provide a narrative of five (5) pages or less that supports why Respondent is uniquely qualified to undertake the proposed engagement, including any special services unique to Respondent.
3. Provide documentation that sufficiently demonstrates Respondent’s intent to continue providing Services or services similar to the ones outlined in Section III throughout the proposed contract term.
4. Does Respondent currently provide Services or services of a similar nature to any other Illinois constitutional office or Illinois State agency? If so, list the full name, address, and telephone number of each such entity and telephone number of Respondent’s primary contact along with a description of the service provided.
5. In the past two (10) years, has Respondent previously provided Services or services of a similar nature to any other state treasurer or government entities? If so, please list the government entity’s full name, address, and telephone number (must also include telephone number and email of the Respondent’s primary contact at said government entity, the term that the services were provided, and a description of the services provided).
6. List Respondent’s staff that will render the Services to the Treasurer if Respondent is selected and each staff member’s area(s) of specialization. Describe which role each person would be assigned. Please provide the resume for each person, making sure to

include the number of years with Respondent, educational background, areas of expertise, and relevant publications and presentations dealing with areas related to the Services.

7. Describe Respondent's disaster recovery plan and facilities.
8. Describe Respondent's approach to and philosophy regarding cybersecurity, including the steps Respondent would take to address a breach of the Treasurer's and ISTHA's data.
9. Describe the insurance coverage that Respondent maintains to address cybersecurity threats (to include computer, data, privacy, or information technology security) and discuss the benefits to the Treasurer of any such coverage. Please note that prior to contract award, the Treasurer may require proof of such insurance coverage.
10. 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.
11. Describe any changes in Respondent's ownership or management structure since January 1, 2015. Please describe the steps taken to ensure that these changes did not impact on Respondent's ability to meet client needs.
12. Describe Respondent's corporate structure including which entity within the structure would be contracting with the Treasurer.
13. Has Respondent been a party to any lawsuit from January 1, 2015, to present? If so, please provide a detailed explanation of each such lawsuit.
14. Since January 1, 2015, has Respondent, or its officer(s) or principal(s) while acting within the scope of employment, been a defendant in, or subject to any settlement or consent order, in any enforcement action, or other regulatory proceeding from a federal or state agency? If yes, please list and briefly describe. Is there a pending law enforcement or regulatory action against Respondent or its officer(s) or principal(s) while acting within the scope of employment for any alleged violation of a financial services or consumer protection related regulation or statute? If yes, please list and briefly describe.
15. Provide a description of the various types of insurance coverage (carriers, risk coverage, levels, limits, deductibles, expiration dates, etc.) Respondent holds to protect its clients.
16. Please describe any Services that the Respondent currently performs or anticipates performing outside of the United States.
17. If subcontractors are used, explain why the subcontractor's functions cannot be performed by Respondent or are more appropriately performed by the proposed subcontractor.

18. Provide three (3) client references for which Respondent has performed work similar to that requested in this RFP. Provide each client's primary contact's name, address, telephone number, and email.
19. Describe any other processes, or alternative options that would meet all requirements as outlined in Scope of Work (Section III). Provide any additional information that Respondent believes relevant to requirements of this RFP and to Respondent's ability to provide the requested services. For each of the processes or alternative options described please note whether all mandatory requirements would be met, specifically the mandatory requirements found in Appendix N. Complete Appendix N for each process or alternative option.

Financial Services

20. Identify any item listed in Section III of this RFP that Respondent is unwilling or unable to perform and explain why.
21. 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.
22. How would Respondent provide an ACH debit block and filter on each of the Treasurer's and ISTHA's 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.
23. How would Respondent provide a positive pay debit block and filter on each of the Treasurer's and ISTHA's Accounts to prevent check fraud? Discuss in detail the available notification formats and timeline associated with the reporting of fraudulent activity and the available filter options.
24. Describe Respondent's method to obtain information regarding account inquiries, discrepancies, questions, or any other type of information that may be sought.
25. What is Respondent's anticipated response time to account inquiries, questions regarding discrepancies, and other requests for information from the Treasurer or ISTHA?
26. How would Respondent allocate staff in order to meet the Treasurer's and ISTHA's customer service needs (direct access to staff, emergency contacts, etc.)?
27. Provide a detailed list of all of Respondent's current options for the investment of collected funds, its 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 State Treasury Investments Portfolio Investment Policy Statement included on Treasurer's website:

https://illinoistreasurergovprod.blob.core.usgovcloudapi.net/twocms/media/doc/state%20treasury%20investments_investment%20policy%20statement_october%202021_final.pdf

28. Provide sample copies of the following reports:

- a. Daily bank account statement (summary and detail);
- b. Monthly bank account statement (detail);
- c. Previous day transaction report (summary and detail);
- d. Current day transaction report (summary and detail);
- e. Daily Return Item Report (image of front and back of the check and return reason code);
- f. Daily Sweep report (end of day investments, including collateral pledged for repurchase agreements, money market funds including beginning balance, transaction detail, ending balance, and daily factor);
- g. Monthly Sweep report for money market funds, including beginning balance, transactions by date, ending balance at the end of each day, and interest earned during the month. In addition, provide a monthly report containing the daily interest factors;
- h. 822 monthly account analyses (electronic file and detail statement). If necessary to show any likely differences, please provide sample reports helpful to show information related to the Treasurer's and ISTHA's Accounts. Refer to the Appendix F Account Analysis 822 EDI Format for the required file format;
- i. Separate monthly account analysis statements, if helpful to separate, for the Treasurer's and ISTHA's Accounts in PDF format;
- j. ACH debit block and filter reports and exception review;
- k. Current Day ACH transactions with addenda detail (EDI);
- l. Deposit reconciliation reports;
- m. Controlled disbursement reports;
- n. Positive pay reports, including exception review;
- o. Initiation and confirmation of wire transfers;
- p. Notifications of receipt of ACH files that are directly transmitted;

- q. Ad-hoc reporting (the ability to search transactions based on specific criteria and export the results to either PDF or Excel formats); and
- r. An administrative report (including but not limited to, user profiles and user activity).

29. Please provide copies displaying your online product and the access that it provides.

Equity, Diversity, & Inclusion

As set forth in Section 30 of the State Treasurer Act, 15 ILCS 505/30, it is an aspirational goal of the State Treasurer to use businesses owned by or under the control of veterans, qualified service-disabled veterans, minority persons, women, or persons with a disability (“MWVD Persons”) for not less than twenty-five percent (25%) of the total dollar amount of funds under management, purchases of investment securities, and other contracts. As used herein, the terms “minority person”, “woman”, “person with a disability”, and “control” have the meanings provided in Section 1 of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/2. Further, the terms “veteran” and “qualified service-disabled veteran” have the meanings provided in Section 45-57 of the Illinois Procurement Code, 30 ILCS 500/45-57. For any question below relating to MWVD Persons, the response should include a breakdown by veterans, qualified service-disabled veterans, minority persons, women, or persons with a disability.

- 30. Please confirm whether Respondent is at least fifty-one percent (51%) owned by MWVD Persons. Please cite with supporting data, including the number and percentage of the Respondent’s owners who are MWVD persons. Note if Respondent has submitted an EEO-1 report in the last year, Respondent may at its discretion provide the information in its EEO-1 report to supplement the response to this question.
- 31. Please confirm whether Respondent is under the control of MWVD Persons. Please cite with supporting data. Please provide the number and percentage of the Respondent’s owners who are MWVD persons. Note if Respondent has submitted an EEO-1 report in the last year, Respondent may at its discretion provide the information in its EEO-1 report to supplement the response to this question. What is the percentage of Respondent’s intended use of subcontractors for this project, if any, that are under the control of MWVD Persons?
- 32. For the next four questions regarding Respondent’s leadership and workforce, all responses must include supporting data. If Respondent has submitted an EEO-1 report in the last year, Respondent may at its discretion provide the information in its EEO-1 report to supplement its responses:
 - a. If publicly owned, please provide (i) the total number of members on the Respondent’s board of directors and (ii) the number of members on the Respondent’s board of directors who are MWVD Persons.

- b. Please provide the number and percentage of Respondent's senior leaders (e.g., partners, executive officers, managing directors, etc.) who are MWVD Persons. Note that senior leaders are considered those who create strategies and plans for the entire organization to follow, communicating directly with the board of directors or are within two reporting levels to the CEO on the Respondent's official organizational chart.
 - c. Please provide the number and percentage of Respondent's professional staff who are MWVD Persons. Note that professional staff are considered those who maintain a bachelor's degree or certification or are first/mid-level officials and managers that report to executive/senior leaders or middle managers.
 - d. Please provide the number and percentage of Respondent's full-time, U.S. workforce employees who are MWVD Persons.
33. How does Respondent promote supplier diversity or maintain a supplier diversity program? Please provide a summary of objectives and any targets, benchmarks, or performance metrics that substantiate this work.
34. Please describe any policies, programs, or activities Respondent administers to promote equity, diversity, and inclusion both within the Respondent's organization and the community. Please note any targets, benchmarks, or performance metrics that substantiate this work.

Corporate Responsibility – Environmental, Social, and Governance Practices

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

Illinois Presence

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

41. Please describe what presence Respondent has in the State of Illinois. Such “presence” can be demonstrated by noting (a) the number and (b) the percentage of 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.
42. Using the definition provided above, what percentage of Respondent’s subcontractors for this project, if any, have an Illinois presence?
43. Please note whether 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 Structures, attached hereto as Appendix G and Appendix H. The Proposed Cost Structures must be accurate and will be used as a basis for any award. When preparing the Proposed Cost Structures, Respondent shall do the following:

1. **Do not change the pre-determined average monthly volumes provided in the Proposed Cost Structures;**
2. Provide separate pricing for the Treasurer’s Accounts and ISTHA’s Accounts;
3. Clearly communicate the price where fees are applicable, if there are pricing issues or options that require further or separate explanation;
4. Set the pricing schedules to cover an initial four-year period;
5. Include all of the costs Respondent would charge, based upon the requirements outlined in this RFP;
6. Provide pricing for all line items associated with this RFP, regardless of whether volumes have been provided. Pricing should not be provided in a bundled format;
7. Provide any costs not specifically mentioned in the Proposed Cost Structures but applicable to the RFP or pertinent to “Unique Capabilities” under “Additional Services;”
8. Note that, as stated earlier in this RFP, there will be an earnings credit to the account analysis, based on the average monthly collected balance in the respective Treasurer’s Accounts and ISTHA’s Accounts, and such earnings credit will be used to offset the fees specifically related to the Treasurer’s Accounts and ISTHA’s Accounts. If there is excess earnings credit after the fees have been offset, the remaining earnings credit, for the respective accounts shall be carried forward to offset the next month’s fees in addition to the current month’s earnings credit. There is an annual reset in January of the excess earnings credit. If the accounts are interest bearing pursuant to Section III.B.19 , then this paragraph does not apply; and

9. 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
December 5, 2023	RFP published on the Treasurer’s website.
December 14, 2023	Notice of intent to attend optional Respondent’s Conference due by 1:00 p.m. CT.
December 18, 2023	Optional Respondent’s Conference at 11:00 a.m. CT.
January 10, 2024	All Respondent questions due by 1:00 p.m. CT.
January 17, 2024	Responses to all questions posted on the Treasurer’s website by 5:00 p.m. CT.
January 31, 2024	Proposals due before 11:00 a.m. CT.
February 12-23, 2024	Interviews and site visits, if any, with final candidates.
Week of February 26, 2024	If applicable, best and final offer due.
Week of March 4, 2024	Notification of award and begin negotiation of Agreement.

These dates are subject to change at the Treasurer’s and ISTHA’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, Christopher Flynn, at BankingServicesRFP@illinoistreasurer.gov by 1:00 p.m. CT on January 10, 2024.

C. Optional Respondent’s Conference

If a Respondent intends to participate in the Optional Respondent’s Conference, Respondent must e-mail the CPO notice of intent to participate by 1:00 p.m. CT on December 14, 2023.

Participation will be by telephone or electronic conference. The Optional Respondent's Conference shall be at 11:00 a.m. CT on December 18, 2023. Interested Respondents should reach out to the CPO at BankingServicesRFP@illinoistreasurer.gov for conference code.

D. Proposal Submittal

All Proposals may be submitted either in hard copy form or electronically.

1. Packet submission in hard copy form

Proposals submitted in hard copy form must be submitted in a sealed envelope or package with "Banking Services for the Illinois State Treasurer and the Illinois State Toll Highway Authority 370-500-24-037" shown on the front of the envelope or package, along with Respondent's name and address. Specifics regarding the Proposal Format (i.e., number of copies) are found in Section IV.A. entitled "Proposal Format" of this RFP.

If confidentiality of any information is asserted, please include a Redacted Copy in accordance with Section V.E.10 of this RFP.

Proposals submitted in hard copy form must be received at the address below before 11:00 a.m. CT on January 31, 2024.

Packet must be mailed to:

Mr. Christopher Flynn
Chief Procurement Officer
1 East Old State Capital Plaza
Springfield, IL 62701

Proposals will be opened publicly, via livestream only, at 11:00 a.m. CT on January 31, 2024; no late proposals shall be accepted after the public declaration that the time to submit proposals has closed, unless the proposal is in the physical possession of the Treasurer or the Treasurer's physical space. The livestream will be available online at:

<https://www.facebook.com/ILTreasurerProcurement>

2. Packet submission via electronic form

When submitting a Proposal electronically, please e-mail the following to BankingServicesRFP@illinoistreasurer.gov:

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

Respondent's email must also include a complete list of the files that Respondent submitted.

3. Use of electronic version of this RFP

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

E. RFP Process

1. RFP Contact

The Treasurer's 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 response.

2. Internet/E-mail Communications

The Treasurer may 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.

3. Oral Communications

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

4. Amendments

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

5. Respondent's Costs

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

6. 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.

7. 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.

8. 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.

9. 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.

10. 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(1). 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. In responding to a request under FOIA, the Treasurer reserves the right to rely on Respondent’s decision whether to submit a Redacted Copy with its Proposal, and the Treasurer is under no obligation to notify vendor prior to providing a complete and unredacted Proposal, with any attachments, if Respondent does not elect to provide a Redacted Copy with its Proposal as described in this Section.

11. CPO May Cancel RFP

If the CPO determines that it is in the Treasurer’s and ISTHA’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.

12. Additional Information

The Treasurer and ISTHA reserve 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 and ISTHA will evaluate the Proposals.

A. Mandatory Requirements

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

1. Submit RFP Proposal and accompanying Cost Proposals by 11:00 a.m. CT on January 31, 2024;

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. In Respondent's Proposal, answer all questions in Section IV.B of this RFP;
4. Submit a completed Appendix N wherein Respondent attests that it has the ability to, at a minimum perform the following:
 - a. Assign user level daily limits for initiation and confirmation of wire transfer transactions, including a minimum threshold of \$999,999,999 per user;
 - b. Release executed outgoing wire transfers within 30 minutes of transaction executed through the treasury management system;
 - c. Ensure there are adequate funds so that no wire transfers are delayed due to daylight overdraft;
 - d. Produce, through its internet treasury management system the following reports in electronic formats:
 - i. Daily bank account statement (summary and detail);
 - ii. Monthly bank account statement (detail);
 - iii. Previous day transaction report (summary and detail);
 - iv. Current day transaction report (summary and detail);
 - v. Daily Return Item Report (image of front and back of the check and return reason code);
 - vi. Daily Sweep report (end of day investments, including collateral pledged for repurchase agreements, money market funds included beginning balance, transaction detail, ending balance and daily factor);
 - vii. Monthly Sweep report for money market funds, including beginning balance, transactions by date, ending balance at the end of each day and interest earned during the month. In addition, a monthly report containing the daily interest factors;
 - viii. 822 monthly account analyses (electronic file and detail statement), including separate files for the Treasurer's and ISTHA's Accounts. Refer to the Appendix F Account Analysis 822 EDI Format for the required file format;
 - ix. Separate monthly account analysis statements for the Treasurer's and ISTHA's Accounts in PDF format;

- x. ACH debit block and filter reports and exception review;
 - xi. Current Day ACH transactions with addenda detail (EDI);
 - xii. Deposit reconciliation reports;
 - xiii. Controlled disbursement reports;
 - xiv. Positive pay reports, including exception review
 - xv. Initiation and confirmation of wire transfers;
 - xvi. Notifications of receipt of ACH files that are directly transmitted;
 - xvii. Ad-hoc reporting (the ability to search transactions based on specific criteria and export the results to either PDF or Excel formats); and
 - xviii. An administrative report (including but not limited to, user profiles and user activity).
5. Interface with the Treasurer’s Treasury Management System;
 6. Interface with the ISTHA system with intermediate document (“IDoc”) formatting;
 7. Provide the Cost Proposals in a separately sealed envelope and on a separate electronic storage device;
 8. Be authorized to do business in Illinois as an Illinois bank or a national bank with a presence in Illinois and submit Illinois Department of Financial and Professional Regulations documentation;
 9. Be a member of the Federal Reserve System and have access to all services as a member bank;
 10. Qualify as a depository for public funds;
 11. 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 and ISTHA reserve the right to require proof of said requirements at any time; and
 12. Have a minimum of ten (10) years of experience performing services that are considered identical or similar in nature to the Services.

B. Scoring

Evaluation Factor	Maximum Number of Points Possible
Background and Experience	20
Financial Services	40
Equity, Diversity, and Inclusion	10
Corporate Responsibility – Environmental, Social, and Governance Practices	5
Illinois Presence	10
Cost Proposals	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.B of this RFP. The breadth and depth of similar engagements will be considered. The evaluation will also include reference checks regarding Respondent’s work for other clients who received or are receiving services similar to those required by this RFP.

2. Financial Services

Respondent’s ability to perform the Services will be evaluated based on the answers Respondent provides to the Financial Services questions in section IV.B of this RFP.

3. Equity, Diversity, and Inclusion

Respondent’s equity, diversity, and inclusion score will be scored based on the answers the Respondent provides to the Equity, Diversity, and Inclusion questions in Section IV.B. of this RFP. The evaluation team shall award a higher score in this Section to Respondents 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 may also result in higher scores.

4. Corporate Responsibility – Environmental, Social & Governance Practices

Respondent’s corporate responsibility shall be scored based on the answers Respondent provides to the Corporate Responsibility questions in Section IV.B of this RFP.

5. Illinois Presence

Respondent's Illinois presence shall be scored based on the answers Respondent provides to the Illinois Presence questions in Section IV.B of this RFP. Respondents with a principal place in Illinois and a higher percentage of employees in Illinois may 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 Respondent does not interview, Respondent 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. In his discretion, the Chief Procurement Officer may waive, or allow the Respondent to correct minor mistakes, including, but not limited to, those that could lead to a Proposal being deemed non-responsive. The Chief Procurement Officer may contact the Respondent to correct the mistakes or for clarification of the Proposal. The Evaluation Team may use other publicly available information to perform its evaluation. Finally, the Evaluation Team will make a recommendation regarding the final Respondent.

VII. CONTRACTUAL TERMS

The contractual terms provided for in this RFP are the base terms of the contract to be awarded. Respondents with concerns or issues with any contractual terms found in this RFP must identify in their Proposal those provisions, explain the concern, and provide proposed language by completing Appendix O. Unless identified in Appendix O, no other changes to the contract terms shall be considered. Acceptance of a Proposal with a completed Appendix O, does not constitute acceptance of the proposed terms by the Treasurer, only the Treasurer's understanding that the identified terms may need to be negotiated. If the Treasurer and the Respondents cannot come to agreement on the terms, the Respondent understands that the contract cannot be entered into between the Treasurer and Respondent and the Treasurer may go to the next highest-ranking Respondent.

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 and in accordance with federal and state law, and all rules and regulations applicable to the Treasurer and ISTHA.

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 or ISTHA 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 prior to such time in accordance with the terms of the Agreement. The Treasurer and ISTHA may 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 For Convenience

The Treasurer and ISTHA may elect to terminate the Agreement, or any portion of the Services, at any time upon ninety (90) calendar days' notice. Upon termination, ISTHA will pay for work satisfactorily completed prior to the date of termination as determined by the Treasurer and ISTHA in a reasonable manner. Should a portion of the Services be terminated, the parties shall amend the Agreement accordingly to reflect the reduction in Services and compensation.

2. Termination for Cause

Notwithstanding any language to the contrary, the Agreement may be terminated by the Treasurer and ISTHA 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 goods or services provided under the Agreement are rejected and are not promptly replaced or corrected by Contractor or repeatedly rejected even though Contractor offers to 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 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 Contractor's, Treasurer's, or ISTHA's policies that would frustrate the purpose of the Agreement;
- h. Contractor disregards or violates any applicable laws, rules, or the Treasurer's or ISTHA's instructions, acts in violation of any provision of the Agreement, or the Agreement conflicts with any statutory or constitutional provision of the State of Illinois or the United States;

- i. Any other breach of contract or other unlawful act by Contractor occurs;
- j. Contractor receives a deficient performance review from the Treasurer or ISTHA; or
- k. Contractor provides notice pursuant to Section Z or fails to provide such notice.

Prior to terminating the Agreement for cause, the Treasurer and ISTHA shall issue a written warning that outlines the remedial action necessary to bring Contractor into conformance with the Agreement. If such remedial action is not completed to the satisfaction of the Treasurer and ISTHA 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 terminated immediately and the Treasurer and ISTHA may recover any and all damages including, but not limited to, damages involved with the transition to a new vendor including incidental and consequential damages. Failure by the Treasurer and ISTHA to issue a warning or cancel this Agreement does not waive any of the Treasurer's and ISTHA's rights to issue subsequent warnings or seek damages. If the Treasurer and ISTHA determines, in their sole discretion, that the circumstances are such that Contractor cannot cure by remedial action, the Treasurer and ISTHA may provide notice of cancellation, which shall be effective upon five (5) business days from the date of the notice.

In addition, the Treasurer and ISTHA reserve 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.

3. Transition in the Event of Termination

Upon expiration of the notice periods outlined in D.1 and D.2, as applicable, Contractor shall take all reasonable steps necessary to effect an orderly transition of the relevant portions of its duties and responsibilities to Treasurer and/or ISTHA or one or more successor provider, as designated by the Treasurer and/or ISTHA, on the date specified by the Treasurer and that (i) provides for reasonable consideration for the best interests of the Account Owners, and ii) avoids the likelihood of an increase in economic loss, or the likelihood of resulting/or ISTHA liability, to the parties to this Agreement ("Transition"). The duration of Transition may not exceed a period of twelve (12) consecutive months, unless otherwise mutually agreed upon by the parties.

Contractor shall use commercially reasonable efforts to ensure that during the Transition, it and its agents do not impede or delay the orderly transfer of work. Contractor shall be liable for any failure to effect the Transition pursuant to this Section.

Contractor shall be responsible for expenses to facilitate the Transition; provided that until the Transition is successfully completed. All provisions of this Agreement shall continue to be in full force and effect until the completion of a successful Transition.

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 Contractor pursuant to the Agreement, whether preliminary or final, and any copyright or service marks developed on behalf of the Treasurer or ISTHA, whether preliminary or final, (collectively, the “Work Product”) will become and remain the property of the Treasurer and ISTHA. The Treasurer or ISTHA shall have the right to use all such Work Product without restriction or limitation and without further compensation to Contractor.

2. Return of Work Product

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

F. State Furnished Property

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

G. Internal Controls

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

H. Back-up Facilities

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

I. Liability

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

J. Indemnification

Contractor shall indemnify and hold the Treasurer and ISTHA 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 the Agreement, the negligent acts or omissions, or willful misconduct by Contractor, its employees, or agents. Contractor has a duty to select, with due diligence, all other entities that shall be necessary to implement the Agreement. Contractor shall establish and enforce reasonable procedures to assure the Treasurer and ISTHA of the performance by all other entities of the services necessary to implement this Agreement.

K. Subcontractors

Contractor may not use subcontractors to perform the Services unless the subcontractor is approved in advance by the Treasurer and ISTHA. Contractor must disclose the duties to be performed by the subcontractor. Contractor will be required to obtain written approval from the Treasurer and ISTHA prior to adding or changing subcontractors. All approved subcontractors must fill out State Certifications and Disclosure Forms and any other documentation required by the Treasurer, ISTHA, or State law. If applicable and upon request, all approved subcontractors shall provide the Treasurer and ISTHA at no additional charge, with a copy of the most recent Annual Report or Form 10-K of itself or its holding company and 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.

L. Record Retention and Audit

This Section shall survive the termination of the Agreement.

Contractor and subcontractors, if any, shall maintain adequate books, records, and supporting documents related to the Agreement, including, but not limited to, those necessary to support amounts charged to the State under the Agreement, for a minimum of seven (7) years from the last action on the Agreement or after termination of the Agreement, whichever is longer. Contractor and subcontractors agree to cooperate fully with any audit conducted by the Auditor General, the Treasurer, or ISTHA and to provide full access to all materials requested. If any litigation or claim involving the Agreement has been filed or any audit commenced before the expiration of the seven (7) year period, 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 Treasurer and ISTHA for the recovery of any funds paid by the Treasurer or ISTHA under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

M. Reporting and Testing

Within ten (10) days after full execution of the Agreement, Contractor shall provide the Treasurer and ISTHA 1) a complete sample of all reports available on its online treasury management system and 2) access to Contractor's treasury management system for the purpose of testing the export of information into the following formats: PDF, BAI2, CSV, and TXT, samples of direct file transmissions to be imported into the Treasurer's treasury management system in BAI2 format. The reports and test export shall contain data that is specific to the services outlined in this Agreement.

N. Confidentiality

This Section shall survive the termination of the Agreement.

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 and as directed by the Treasurer and ISTHA. 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 Contractor. 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 Contractor's 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

Contractor represents, warrants, and covenants that it has implemented and will maintain an information security program reasonably designed to protect the 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 or ISTHA. Contractor further agrees to establish, maintain, and comply with a privacy policy with respect to this Agreement that meets the requirements of applicable law. Upon request, Contractor shall provide the Treasurer with the privacy policy.

5. Program Lists

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 and ISTHA or required by applicable law.

O. 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, ISTHA, 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 and ISTHA's prior written consent. Any attempt by Contractor or a subcontractor, if applicable, to transfer or assign any rights or obligations related to the

Agreement without the prior written consent of the Treasurer and ISTHA shall render the Agreement voidable by the Treasurer and ISTHA. The Treasurer and ISTHA may unilaterally bind any successor of Contractor to the terms and conditions of the Agreement.

P. Certifications

Contractor shall certify the following:

1. That 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 Contractor or its stockholders being necessary, and that the Agreement has been duly and validly executed and delivered by Contractor, thereby constituting a legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms;
2. That the execution and delivery by 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 Contractor or any of its assets and properties or (b) any agreement binding on or affecting 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 Contractor is a party, or any material obligation or responsibility which 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.

Q. Review

The Treasurer and the ISTHA may conduct periodic performance reviews of Contractor, during which its compliance with all aspects of the Agreement will be reviewed and assessed.

R. Severability

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

S. Access to Information

During the term of this Agreement, and thereafter, for seven (7) years after the termination of this Agreement, Contractor shall promptly provide the Treasurer and ISTHA, 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 the Agreement, regardless of how that information is stored. The information shall be provided in a form acceptable to the Treasurer and ISTHA.

T. Change of Law or Policy

Contractor shall notify the Treasurer and ISTHA in writing within ten (10) business days of any change or addition applicable to Contractor in federal or state regulations or laws that would adversely affect either the terms of or the rights granted the Treasurer and ISTHA 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.

U. State Certifications/Disclosures

The Agreement shall incorporate Contractor's fully executed State Certifications and Disclosure Forms, a copy of which is attached hereto as Appendix M.

V. No Recourse

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

W. Continuation of Services

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

X. 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 (30) days of any request, or within a timeframe otherwise agreed upon by the Treasurer.

Y. Sovereign Immunity

Contractor acknowledges that the Treasurer, ISTHA, 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.

Z. Notice of Contractor Liability

The Contractor hereby agrees to give the Treasurer and ISTHA notice if at any point during the term of the Agreement, Contractor or its officer(s) or principal(s), or affiliate(s) acting within the scope of their employment, become subject to a consent order, penalty or receive any other findings of fault as a result of any publicly disclosed enforcement action or other regulatory proceeding by any government entity, regulatory agency, or self-regulatory organization including, but not limited to: the Securities and Exchange Commission, Financial Industry Regulatory Authority, Department of Justice (including any United States Attorneys' Office), Consumer Financial Protection Bureau, Department of Labor, U.S. Department of the Treasury, Federal Deposit Insurance Corporation, any State Attorney General, or the Federal Reserve System. Contractor shall provide the Treasurer and ISTHA such notice within five (5) business days of when Contractor knows or reasonably should have known of the consent order, penalty other finding of fault. Contractor's delivery of notice pursuant to this Section or failure to provide the required notice shall give the Treasurer and ISTHA reason to terminate this Agreement for cause.

Appendix A Treasurer's Account Current Demand Deposit Account Structure

ISTHA Clearing Account	ISTHA Revenue Account	ISTHA General Account	ISTHA Escrow Account
Cash Deposits Check Deposits ACH Credits Received ACH Debits Received Incoming Wire Transfers Outgoing Wire Transfer Incoming Book Transfers Outgoing Book Transfers Sweep Investment ACH Debit Block/Filter ZBA Credits-from EFT Receipts Account Remote Deposit Capture Image Cash Letter Positive Pay Filter	Incoming Wire Transfers Outgoing Wire Transfer ACH Credits Received ACH Debits Received Incoming Book Transfers Outgoing Book Transfers Sweep Investment ACH Debit Block/Filter ZBA Credits-from E-ZPass Receipts Cash Deposits ZBA Debits-to E-ZPass Receipts Positive Pay Filter	Incoming Wire Transfers Outgoing Wire Transfer ACH Credits Received ACH Debits Received Incoming Book Transfers Outgoing Book Transfers Sweep Investment ACH Debit Block/Filter Positive Pay Filter	Incoming Wire Transfers Outgoing Wire Transfer ACH Credits Received ACH Debits Received Incoming Book Transfers Outgoing Book Transfers Sweep Investment ACH Debit Block/Filter Cash Deposits Check Deposits Credit Card Settlements ZBA Debits-to I-Pass Checking ZBA Credits-from Unpaid/Grace Period Tolls ZBA Debits-to Ezpass ACH Account Remote Deposit Capture Check Writing Positive Pay Filter Image Cash Letter Controlled Disbursement Full Reconciliation
ISTHA I-Pass Checking Account	ISTHA Post Pay Receipts Account	ISTHA Unpaid/Grace Period Tolls Account	ISTHA E-ZPass Receipts Account
Positive Pay-Including Payee Validation ACH Debit Block/Filter ARP Full Reconciliation Check Writing ZBA Credit-from I-Pass Escrow ZBA Debit-to I-Pass Escrow Controlled Disbursement	ACH Credits Received ACH Debit Block/Filter ZBA Debit-to ISTHA Clearing Incoming Wire Transfers ZBA Credit-from ISTHA Clearing Positive Pay Filter Remote Deposit Capture	Cash Deposits Check Deposits Credit Card Settlements ACH Debit Block/Filter ZBA Debit-to ISTHA I-Pass Escrow ZBA Credit-from ISTHA I-Pass Escrow Image Cash Letter Remote Deposit Capture Positive Pay Filter	Incoming Wire Transfers ACH Credits Received ACH Debit Block/Filter ZBA Debit-to ISTHA Revenue ZBA Credit-from ISTHA Revenue Positive Pay Filter ACH Debit Block/Filter
ISTHA E-Zpass ACH Account			
ACH Debit Block/Filter ZBA Credit-from ISTHA I-Pass Escrow ZBA Debit-to ISTHA I-Pass Escrow ACH Debits Received ACH Credits Originated Positive Pay Filter			

Appendix B Treasurer's Accounts Monthly Check Deposit Volumes CY2022

Month	Clearing Number of Deposits	Clearing Deposit Totals	Escrow Number of Deposits	Escrow Deposit Totals
January-22	63	\$2,887,680.37	344	\$107,934,357.16
February-22	55	\$1,192,557.78	401	\$101,220,495.64
March-22	61	\$19,427,011.85	547	\$126,086,261.03
April-22	52	\$541,385.04	586	\$119,347,710.61
May-22	61	\$9,418,962.55	469	\$135,617,717.45
June-22	62	\$4,811,494.07	434	\$130,188,346.48
July-22	62	\$653,687.45	382	\$124,210,426.35
August-22	71	\$6,609,297.31	557	\$145,330,448.50
September-22	58	\$684,334.23	476	\$132,158,291.20
October-22	53	\$3,340,219.30	488	\$137,963,572.77
November-22	42	\$751,112.75	536	\$119,400,611.81
December-22	49	\$6,611,623.22	530	\$111,991,400.06
CY2022 Totals		\$56,929,365.92		\$1,491,449,639.06

Appendix C Treasurer's Accounts Monthly Return Item Volumes CY2022

Month	Clearing Number of Deposits	Clearing Deposit Totals	Escrow Number of Deposits	Escrow Deposit Totals
January-22	1	\$450.00	43	\$1,743.03
February-22	0	\$0.00	100	\$17,800.47
March-22	1	\$10.00	160	\$8,178.86
April-22	0	\$0.00	140	\$11,622.12
May-22	0	\$0.00	63	\$4,463.71
June-22	1	\$10.00	38	\$1,624.06
July-22	0	\$0.00	46	\$2,281.31
August-22	0	\$0.00	50	\$1,590.60
September-22	0	\$0.00	96	\$6,138.82
October-22	3	\$120.00	45	\$2,140.84
November-22	0	\$0.00	56	\$2,468.32
December-22	2	\$110.00	46	\$8,596.27
CY2022 Totals		\$700.00		\$68,648.41

Appendix D Treasurer's Accounts Daily Outgoing Wire Transfer Volumes CY2022

	January-22	February-22	March-22	April-22	May-22	June-22	July-22	August-22	September-22	October-22	November-22	December-22
Toll Hwy Revenue	\$226,084,764	\$211,085,230	\$250,216,975	\$267,374,130	\$228,309,486	\$267,036,064	\$206,639,206	\$254,505,131	\$264,937,614	\$244,086,367	\$260,111,388	\$203,356,415
Toll Hwy Clearing	\$2,675,000	\$1,155,000	\$19,120,000	\$320,000	\$9,240,000	\$4,735,765	\$575,000	\$5,090,000	\$1,580,000	\$2,975,000	\$365,000	\$6,355,000
Toll Hwy General	\$42,235,000	\$85,750,000	\$165,530,000	\$138,465,000	\$118,345,000	\$130,628,007	\$71,172,206	\$244,930,000	\$185,600,000	\$84,730,000	\$105,526,572	\$86,317,058
Toll Hwy I-Pass Escrow	\$52,355,000	\$49,470,000	\$56,518,000	\$35,309,000	\$56,635,000	\$63,930,000	\$85,755,000	\$55,595,000	\$55,785,000	\$73,261,000	\$56,674,000	\$60,695,000
Total Outgoing Wire Transfers	\$80,837,441	\$86,865,058	\$122,846,244	\$110,367,033	\$103,132,372	\$116,582,459	\$91,035,353	\$140,030,033	\$126,975,654	\$101,263,092	\$105,669,240	\$89,180,868

Appendix E Treasurer's Accounts Average Monthly Collected Balances CY2022

	January-22	February-22	March-22	April-22	May-22	June-22	July-22	August-22	September-22	October-22	November-22	December-22
Post Pay Receipts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UnPaid/Grace Period Tolls	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E-Zpass Receipts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
I-Pass Checking	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E-Zpass ACH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Toll Hwy Revenue	\$317,800.00	\$104,684.21	\$257,217.39	\$81,571.43	\$64,476.19	\$98,333.33	\$101,050.00	\$134,550.00	\$144,857.14	\$110,250.00	\$157,200.00	\$115,285.71
Toll Hwy Clearing	\$62,650.00	\$105,526.32	\$97,695.65	\$124,904.76	\$60,333.33	\$95,523.81	\$104,700.00	\$71,500.00	\$86,095.24	\$167,700.00	\$194,020.00	\$149,533.33
Toll Hwy General	\$94,550.00	\$10,105.26	\$9,913.04	\$11,000.00	\$23,619.05	\$23,952.38	\$37,600.00	\$53,650.00	\$77,333.33	\$7,500.00	\$7,150.00	\$7,380.95
Toll Hwy I-Pass Escrow	\$258,800.00	\$295,368.42	\$53,913.04	\$283,619.05	\$54,904.76	\$46,904.76	(\$22,200.00)	\$53,850.00	\$49,857.14	\$52,870.00	\$708,300.00	\$362,095.24
Total Average collected balance by month	\$183,450.00	\$128,921.05	\$104,684.78	\$125,273.81	\$50,833.33	\$66,178.57	\$81,116.67	\$78,387.50	\$89,535.71	\$84,580.00	\$266,667.50	\$158,573.81

Appendix F

822 File 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 Treasurer's Accounts Proposed Cost Structure

<u>Description</u>	<u>TMA Code</u>	<u>Unit</u>	<u>Average Monthly Volume*</u>	<u>Proposed Unit Price</u>	<u>Proposed Total Cost</u>
Depository Services					
Uncollected Overdraft Surcharge	00-0013	Occurrence			\$0.0000
Overdraft Interest Fees	00-0210	Occurrence			\$0.0000
Charge for Overdraft	00-0212	Occurrence			\$0.0000
FDIC	00-0230	Pass Through			\$0.0000
Earnings Credit Adjustment	00-0241	Occurrence			\$0.0000
DDA Maintenance	01-0000	Account	9		\$0.0000
ZBA - Depository Master Maintenance	01-0020	Monthly	1		\$0.0000
ZBA - Depository Account Maintenance	01-0021	Account	5		\$0.0000
Debits Posted	01-0100	Item	122		\$0.0000
Credits Posted	01-0101	Item	262		\$0.0000
ZBA Debit Posting	01-0110	Item	51		\$0.0000
ZBA Credit Posting	01-0111	Item			\$0.0000
ZBA Debit/Credit Posting	01-0112	Item			\$0.0000
DDA Statement-Internet	01-0307	Account	9		\$0.0000
DDA Statement-Internet	01-0307	Daily	198		\$0.0000
Photocopies	01-0610	Item	5		\$0.0000
Audit Confirmation	01-0630	Item			\$0.0000
Check Deposit Processing	10-0200	Item	317		\$0.0000
Unencoded Checks-Foreign Canadian	10-021A	Item			\$0.0000
Unencoded Checks-On Us	10-0220	Item			\$0.0000
Unencoded Checks-Local Clearinghouse	10-0222	Item			\$0.0000
Unencoded Checks-Local Fed	10-0223	Item			\$0.0000
Unencoded Checks-Other Fed	10-0224	Item			\$0.0000
Unencoded Checks-Fed RCPC	10-0225	Item			\$0.0000
Check Encoding	10-0228	Item			\$0.0000
Unencoded Checks-Other City	10-0229	Item	35,367		\$0.0000
Unencoded Checks Deposited - VLT/BKG Center	10-022Z	Item			\$0.0000
Unencoded Checks-Foreign Non-Canadian	10-0310	Item	16		\$0.0000
Deposit Items Returned	10-0400	Item	77		\$0.0000
Returns Duplicate Advice	10-0401	Item	98		\$0.0000
Returns Single Item Advice	10-0401	Item			\$0.0000
Returns-Notif Photocopy	10-0401	Item			\$0.0000
Returns-Notification Fax	10-0401	Item			\$0.0000
Deposit Items Returned-Reclear	10-0402	Item	55		\$0.0000
Deposit Adjustment Processing-Checks	10-0502	Item	6		\$0.0000
Check Photocopy	10-1030	Item			\$0.0000
Checks Paid	15-0100	Item			\$0.0000
Check Supplies	15-0810	Pass Through			\$0.0000
Paper Disbursement Reconciliation Maintenance	20-0010	Monthly	1		\$0.0000
Paper Disbursement Check Issuance	20-0201	Item	1,215		\$0.0000
Paper Disbursement Recon Reports	20-0305	Monthly	1		\$0.0000
Miscellaneous	99-0000	Pre-Approved			\$0.0000
ACH					
ACH Settlement Debit	01-0100	Item			\$0.0000
ACH Settlement Credit	01-0101	Item			\$0.0000
ACH Maintenance/Module	25-0000	Monthly	1		\$0.0000
ACH Debits Originated	25-0100	Item			\$0.0000
ACH Credits Originated	25-0101	Item	27		\$0.0000
ACH LV Off Us Items/On Us Items	25-0102	Item			\$0.0000
ACH Originated Addenda Records	25-0120	Item			\$0.0000
ACH Debit Prenotes Originated	25-0130	Item			\$0.0000
ACH Originated Stop Payment	25-0150	Item	20		\$0.0000
ACH Blocks Auth Instructions	25-0150	Item			\$0.0000
ACH Debits Received	25-0200	Item	98		\$0.0000
ACH Credits Received	25-0201	Item	230		\$0.0000
ACH Received-Addenda Records	25-0220	Item			\$0.0000
ACH Return Item	25-0302	Item			\$0.0000
ACH Debit Authorization Return	25-0312	Item			\$0.0000
ACH Return Item Notification-Automated	25-0400	Item	21		\$0.0000
ACH Return Transmission	25-0402	Item			\$0.0000
ACH Input	25-0504	Monthly	1		\$0.0000
ACH Direct File Transmission	25-0504	Batch			\$0.0000
ACH Input-eChannel	25-0504	Monthly	1		\$0.0000
ACH Deletion-Item	25-0620	Item			\$0.0000
ACH Delete/Reversal-Batch/File	25-0621	File			\$0.0000
ACH Deletion-Batch	25-0621	Batch			\$0.0000
ACH Deletion-File	25-0622	File			\$0.0000
ACH Exception Processing-Item	25-0630	Item			\$0.0000
ACH Exception Processing-Batch	25-0631	Batch			\$0.0000
ACH Exception Processing-File	25-0632	File			\$0.0000
ACH Reversal-Item	25-0640	Item			\$0.0000
ACH Reversal-Batch	25-0641	Batch			\$0.0000
ACH Reversal-File	25-0642	File			\$0.0000
ACH Debit Authorization Module	25-1001	Monthly	1		\$0.0000
ACH Debit Authorization	25-1050	Account	4		\$0.0000
ACH Block Auth Maintenance	25-1050	Account	4		\$0.0000
ACH Debit Authorization Update	25-1051	Item			\$0.0000

Appendix G Treasurer's Accounts Proposed Cost Structure

<u>Description</u>	<u>TMA Code</u>	<u>Unit</u>	<u>Average Monthly Volume*</u>	<u>Proposed Unit Price</u>	<u>Proposed Total Cost</u>
ACH Debit Filter Stop	25-1052	Account	4		\$0.0000
ACH Debit Filter Review	25-1053	Item			\$0.0000
ACH Notification of Change	25-1070	Item			\$0.0000
EDI In Network Translation Receipts	30-0212	Item			\$0.0000
Wire Transfer/Internal Transfer					
Fund Transfer System Maintenance/Module	35-0000	Monthly	1		\$0.0000
Outgoing Fedwire Transfer-Auto Repetitive	35-0100	Item	39		\$0.0000
Outgoing Fedwire Transfer-Auto Semi-Repetitive	35-0101	Item			\$0.0000
Outgoing Fedwire Transfer-Auto Freeform	35-0104	Item			\$0.0000
Outgoing Book Transfer	35-0120	Item	2		\$0.0000
Outgoing Fedwire Transfer-Manual Repetitive	35-0200	Item			\$0.0000
Outgoing Fedwire Transfer-Manual Semi-Repetitive	35-0201	Item			\$0.0000
Outgoing Fedwire Transfer-Manual Freeform	35-0202	Item			\$0.0000
Incoming Fedwire Transfer	35-0300	Item	28		\$0.0000
Incoming Book Transfer	35-0320	Item	2		\$0.0000
Information Reporting					
822 Acct Analysis/bank transmission	01-0402	Monthly	1		\$0.0000
Positive Pay Maintenance	15-0030	Monthly	1		\$0.0000
Positive Pay Per Item	15-0120	Item			\$0.0000
Positive Pay Rejects	15-0300	Item			\$0.0000
Positive Pay Exceptions	15-0310	Item			\$0.0000
Positive Pay Inquiry	15-0400	Item			\$0.0000
Stop Payment On Line	15-0410	Item			\$0.0000
Positive Pay Reject Notifications	15-0724	Item			\$0.0000
Check Image Retrieval	15-1355	Item			\$0.0000
Reconciliation Transmission - paid check file	20-0301	File			\$0.0000
Information Reporting Module Fee	40-000Z	Monthly	1		\$0.0000
On-Line Maintenance Previous Day-Summary	40-0050	Account	9		\$0.0000
On-Line Maintenance Previous Day-Detail	40-0051	Item	9,380		\$0.0000
CPO Prem PDR Account	40-0052	Account	9		\$0.0000
On-Line Maintenance Current Day-Summary	40-0053	Account	9		\$0.0000
On-Line Maintenance Current Day-Detail	40-0054	Item			\$0.0000
CPO Prem CDR Account	40-0055	Account	9		\$0.0000
Domestic Reporting Previous Day-Summary	40-0270	Account	9		\$0.0000
Domestic Reporting Previous Day-Detail	40-0271	Item	5,814		\$0.0000
CPO Prem PDR Itm Stored 12 mth	40-0272	Item			\$0.0000
Domestic Reporting Current Day-Summary	40-0273	Account	9		\$0.0000
Domestic Reporting Current Day-Detail	40-0274	Item	3,654		\$0.0000
CPO Prem CDR Item Stored	40-0275	Item			\$0.0000
CPO Online Subscription	40-0299	Monthly	1		\$0.0000
CPO Prem Email Sched	40-0299	Item			\$0.0000
CPO Prem IR Maintenance	40-0299	Monthly	1		\$0.0000
CPO Prem Research Item	40-0340	Item	575		\$0.0000
Coin and Currency					
Branch Deposit	10-0000	Item	62		\$0.0000
Branch Deposit Coin	10-0010	Item			\$0.0000
Branch Deposit Currancy	10-0015	Item	2,114		\$0.0000
Branch Deposit Coin/Currence	10-001Z	Item			\$0.0000
Deposit Adjustment Processing Coin/Currency	10-0501	Item	2		\$0.0000
Checks Paid Controlled Disbursement	15-0102	Item	1,087		\$0.0000
Checks Paid Controlled Disbursement-WO Issuance	15-0310	Item			\$0.0000
Checks Returned Controlled Disbursement-WO Issuance	15-0322	Item			\$0.0000
ARP PPay No Recon Input Item	15-1099	Item			\$0.0000
Check Image Maintenance	15-1350	Monthly	1		\$0.0000
Check Image Capture	15-1351	Item	1,088		\$0.0000
Check Image-Electronic Copy	15-1353	Item			\$0.0000
Check Retrieval Image Web	15-1399	Item			\$0.0000
Automatic Investments					
Automatic Investment Maintenance	45-0020	Monthly	1		\$0.0000
Automatic Investment Debit Posting	45-0300	Item			\$0.0000
Automatic Investment Credit Posting	45-0301	Item			\$0.0000
Investment Reports	45-0403	Daily	88		\$0.0000
Investment Statements	45-0405	Monthly	1		\$0.0000

Appendix G Treasurer's Accounts Proposed Cost Structure

<u>Description</u>	<u>TMA Code</u>	<u>Unit</u>	<u>Average Monthly Volume*</u>	<u>Proposed Unit Price</u>	<u>Proposed Total Cost</u>
Image Processing					
Remote Deposit Monthly Maintenance		Monthly	1		\$0.0000
Remote Deposit Check Image Processing		Item			\$0.0000
Monthly License Fee (Per Scanner/Wrkst)		Monthly/Scanner			\$0.0000
ICL Deposit Transmission		Deposit			\$0.0000
Image Deposit	10-0200	Deposit			\$0.0000
IRD City Item		Item			\$0.0000
IRD Country Item		Item			\$0.0000
IRD On-Us Item		Item			\$0.0000
IRD RCPC Item		Item			\$0.0000
Image Deposited Item		Item			\$0.0000
IRD Deposited Item		Item			\$0.0000
Image Cash Letter IQA Suspect		Item			\$0.0000
Image Cash Letter Non Conforming Image Items		Item			\$0.0000
Image Cash Letter Set-up and Testing		One Time			\$0.0000
Image Cash Letter Transmission Deposit		File			\$0.0000
Image Cash Letter Transmission Maintenance		Monthly			\$0.0000
Image Clearing Adjustments		Item			\$0.0000
Image Clearing Deposit Item Return		Item			\$0.0000
Image Clearing File Transmission Fee		Item			\$0.0000
Image Clearing Image Quality Assurance (CAR/LAR & OCR)		Item			\$0.0000
Image Clearing MICR Line Correction		Item			\$0.0000
Image Clearing Per Item		Item			\$0.0000
Image Clearing Research Request		Item			\$0.0000
Image City		Item			\$0.0000
Image County		Item			\$0.0000
Image On-Us		Item			\$0.0000
Image RCPC		Item			\$0.0000
Image Local Fed		Item			\$0.0000
Image Other Fed		Item			\$0.0000
Image Retrieval		Item			\$0.0000
Image Transit		Item			\$0.0000
RDC Balancing Corrections		Item			\$0.0000
RDC Image Cash Letter Deposit		Item			\$0.0000
RDC Item Capture- Image		Item			\$0.0000
RDC Item Capture- IRD		Item			\$0.0000
RDC Item Capture-ACH Conversion		Item			\$0.0000
RDC Location Maintenance		Item			\$0.0000
RDC MICR Correction		Item			\$0.0000
EDM A/R Fields Per Item		Item			\$0.0000
Scanner Costs					
Low Volume Scanner		Scanner-Purchase			\$0.0000
Medium Volume Scanner		Scanner-Purchase			\$0.0000
High Volume Scanner		Scanner-Purchase			\$0.0000
Setup Fee		Per Scanner location			\$0.0000
Customization Fee		Per Hour			\$0.0000
Service Maintenance					
Low Volume Scanner		Yearly			\$0.0000
Medium Volume Scanner		Yearly			\$0.0000
High Volume Scanner		Yearly			\$0.0000

ADDITIONAL SERVICES

GRAND TOTAL

\$0.0000

*volumes based on historical data

Appendix H Locally Held Accounts Proposed Cost Structure

<u>Description</u>	<u>TMA Code</u>	<u>Unit</u>	<u>Average Monthly Volume*</u>	<u>Proposed Unit Price</u>	<u>Proposed Total Cost</u>
Depository Services					
Uncollected Overdraft Surcharge	00-0013	Occurrence	0		\$0.0000
Overdraft Interest Fees	00-0210	Occurrence	0		\$0.0000
Charge for Overdraft	00-0212	Occurrence	0		\$0.0000
FDIC	00-0230	Pass Through	58,825		\$0.0000
Earnings Credit Adjustment	00-0241	Occurrence	0		\$0.0000
DDA Maintenance	01-0000	Monthly	10		\$0.0000
Remote Dep - Account maintenance	01-0000	Monthly	9		\$0.0000
ZBA - Depository Master Maintenance	01-0020	Monthly	1		\$0.0000
ZBA - Depository Account Maintenance	01-0021	Account	1		\$0.0000
Debits Posted	01-0100	Item	10		\$0.0000
Credits Posted	01-0101	Item	8		\$0.0000
ZBA Debit Posting	01-0110	Item	0		\$0.0000
ZBA Credit Posting	01-0111	Item	0		\$0.0000
ZBA per transaction	01-0112	Item	2		\$0.0000
DDA Statement-Internet	01-0307	Monthly	0		\$0.0000
DDA Statement-Internet	01-0307	Daily	0		\$0.0000
Cashier Checks	01-0600	Item	0		\$0.0000
Photocopies	01-0610	Item	1		\$0.0000
Audit Confirmation	01-0630	Item	0		\$0.0000
Remote Dep Ck Image Processing	01-9999	Item	26		\$0.0000
Branch Deposit	10-0000	Item	0		\$0.0000
Vault Deposit	10-0100	item	0		\$0.0000
Curr/coin deposit/\$100 vlt	01-011Z	Deposit	0		\$0.0000
Vault/Coin Ordered Automatic	10-0142	Item	0		\$0.0000
Vault Furn Coin Boxed	10-0146	Item	0		\$0.0000
Check Deposit Processing	10-0200	Item	4		\$0.0000
Unencoded Checks-On Us	10-0220	Item	0		\$0.0000
Unencoded Checks-Local Clearinghouse	10-0222	Item	0		\$0.0000
Unencoded Checks-Local Fed	10-0223	Item	0		\$0.0000
Unencoded Checks-Other Fed	10-0224	Item	0		\$0.0000
Unencoded Checks-Fed RCPC	10-0225	Item	0		\$0.0000
Unencoded Checks-Foreign Canadian	10-021A	Item	0		\$0.0000
Unencoded Checks-Bundled	10-022Z	Item	0		\$0.0000
Check Encoding	10-0228	Item	0		\$0.0000
Image Deposited Items	10-0229	Item	26		\$0.0000
Unencoded Checks-Foreign Non-Canadian	10-0310	Item	1		\$0.0000
Deposit Items Returned	10-0400	Item	0		\$0.0000
Deposit Items Returned Single Item		Item	0		\$0.0000
Returns Triplicate Advice	10-0401	Item	0		\$0.0000
Returns Duplicate Advice	10-0401	Item	0		\$0.0000
Returns Single Item Advice	10-0401	Item	0		\$0.0000
Returns-Notif Photocopy	10-0401	Item	0		\$0.0000
Returns-Notification Fax	10-0401	Item	0		\$0.0000
Deposit Items Returned-Reclear	10-0402	Item	0		\$0.0000
Deposit Adjustment Processing-Checks	10-0502	Item	0		\$0.0000
Check Photocopy	10-1030	Item	0		\$0.0000
Deposit Reconciliation Maintenance	10-1100	Monthly	0		\$0.0000
Deposit Reconciliation Account	10-1110	Account	0		\$0.0000
Positiver Pay Maintenance	15-0030	Monthly	4		\$0.0000
Checks Paid	15-0100	Item	0		\$0.0000
General Checks Paid Truncated	15-0102	item	982		\$0.0000
Positive Pay exceptions	15-0310	Item	2		\$0.0000
Controlled Disbursement	15-1700	Monthly	0		\$0.0000
ARP POS PAY RETURN Default	15-0322	Item	1		\$0.0000

Appendix H Locally Held Accounts Proposed Cost Structure

Stop Payment Online Automated	15-0410	Item	2	\$0.0000
Check Supplies	15-0810	Pass Through	0	\$0.0000
ARP PPAY NO RECON INPUT ITEM	15-1099	Item	1,401	\$0.0000
Image Maintenance CPO	15-1350	Item	4	\$0.0000
CD-ROM Maintenance	15-1353	Monthly	3	\$0.0000
CD-ROM Disk	15-1353	Disk	1	\$0.0000
CD-ROM per Image	15-1351	Item	978	\$0.0000
ARP PPAY Input File-Trans	15-9999	Item	6	\$0.0000
Miscellaneous	99-0000	Pre-Approved	0	\$0.0000

ACH

ACH Maintenace/Module	25-0000	Monthly	4	\$0.0000
ACH LV- Monthly Maintenance	25-0000	Item	4	
ACH Debits Originated	25-0100	Item	0	\$0.0000
ACH Credits Originated	25-0101	Item	4	\$0.0000
ACH LCV on us items	25-0102	Item	1	\$0.0000
ACH LV off us items	25-0102	Item	11	\$0.0000
ACH Originated Addenda Records	25-0120	Item	0	\$0.0000
ACH Blocks Auth Instructions	25-0150	Item	12	\$0.0000
ACH Debits Received	25-0200	Item	10	\$0.0000
ACH Credits Received	25-0201	Item	5	\$0.0000
ACH Direct File Transmission	25-0504	Batch	4	\$0.0000
ACH Delete/Reversal-Batch/File	25-0621	File	0	\$0.0000
ACH Debit Authorization Module	25-1001	Monthly	0	\$0.0000
ACH Debit Authorization	25-1050	Account	10	\$0.0000
ACH Debit Authorization Update	25-1051	Item	0	\$0.0000
ACH Debit Authorization Return	25-0312	Item	0	\$0.0000
ACH Debit Filter Stop	25-1052	Monthly	0	\$0.0000
ACH Debit Filter Review	25-1053	Item	0	\$0.0000
ACH Debit Prenotes Originated	25-0130	Item	0	\$0.0000
ACH Received-Addenda Records	25-0220	Item	0	\$0.0000
ACH Return Item	25-0302	Item	0	\$0.0000
ACH Return Item Notification-Automated	25-0400	Item	0	\$0.0000
ACH Return Transmission	25-0402	Item	0	\$0.0000
Ach Input- Echannel	25-0504	Monthly	1	\$0.0000
ACH Deletion-Item	25-0620	Item	0	\$0.0000
ACH Deletion-Batch	25-0621	Batch	0	\$0.0000
ACH Deletion-File	25-0622	File	0	\$0.0000
ACH Exception Processing-Item	25-0630	Item	0	\$0.0000
ACH Exception Processing-Batch	25-0631	Batch	0	\$0.0000
ACH Exception Processing-File	25-0632	File	0	\$0.0000
ACH Reversal-Item	25-0640	Item	0	\$0.0000
ACH Reversal-Batch	25-0641	Batch	0	\$0.0000

Appendix H Locally Held Accounts Proposed Cost Structure

ACH Reversal-File	25-0642	File	0	\$0.0000
ACH Notification of Change	25-1070	Item	0	\$0.0000
EDI In Network Translation Receipts	30-0212	Item	0	\$0.0000
ACH Settlement Credit	01-0101	Item	0	\$0.0000
ACH Settlement Debit	01-0100	Item	0	\$0.0000

Wire Transfer/Internal Transfer

Fund Transfer System Maintenance/Module	35-0000	Monthly	1	\$0.0000
Outgoing Fedwire Transfer-Auto Repetitive	35-0100	Item	0	\$0.0000
Outgoing Fedwire Transfer-Auto Semi-Repetitive	35-0101	Item	0	\$0.0000
Elec Wire Out - Domestic	35-0103	Item	1	
Outgoing Fedwire Transfer-Auto Freeform	35-0104	Item	0	\$0.0000
Outgoing Fedwire Transfer-Manual Repetitive	35-0200	Item	0	\$0.0000
Outgoing Fedwire Transfer-Manual Semi-Repetitive	35-0201	Item	0	\$0.0000
Outgoing Fedwire Transfer-Manual Freeform	35-0202	Item	0	\$0.0000
Outgoing Book Transfer	35-0120	Item	1	\$0.0000
Incoming Fedwire Transfer	35-0300	Item	0	\$0.0000
Incoming Book Transfer	35-0320	Item	0	\$0.0000
CPO GP Cuast Mnt Temp Storage	35-0599	Item	3	\$0.0000

Information Reporting

Information Reporting Module Fee	40-000Z	Monthly	0	\$0.0000
822 Acct Analysis/bank transmission	01-0402	Monthly	0	\$0.0000
Positive Pay Maintenance	15-0030	Monthly	0	\$0.0000
Controlled Disbursement Checks Paid	15-0110	Item	0	\$0.0000
Positive Pay Per Item	15-0120	Item	0	\$0.0000
Payee Validation	15-0122	Item	0	\$0.0000
Positive Pay Rejects	15-0300	Item	0	\$0.0000
Positive Pay Exceptions	15-0310	Item	0	\$0.0000
Positive Pay Inquiry	15-0400	Item	0	\$0.0000
Stop Payment On Line	15-0410	Item	0	\$0.0000
Controlled Disbursement Daily Notification	15-0700	Item	0	\$0.0000
Positive Pay Reject Notifications	15-0724	Item	0	\$0.0000
Check Image Retrieval	15-1355	Item	0	\$0.0000
Full Reconciliation	20-0010	Monthly	0	\$0.0000
Full Reconciliation Account	20-0010	Account	0	\$0.0000
Full Reconciliation Input	20-0201	Item	0	\$0.0000
ARP Void Cancel Items	20-0209	Item	15	\$0.0000
ARP Date Entry Issue item	20-0210		1	\$0.0000
Reconcilement Transmission - paid check file	20-0301	File	0	\$0.0000
CPO ARP Online Reports	20-0305	Item	2	\$0.0000
On-Line Maintenance Previous Day-Summary	40-0050	Monthly	0	\$0.0000
On-Line Maintenance Previous Day-Detail	40-0051	Monthly	0	\$0.0000
CPO Prem PDR Account	40-0052	Account	11	\$0.0000
On-Line Maintenance Current Day-Summary	40-0053	Monthly	0	\$0.0000
On-Line Maintenance Current Day-Detail	40-0054	Monthly	0	\$0.0000
CPO Prem PDR Itm Stored 12 M	40-0055	Account	11	\$0.0000
Domestic Reporting Previous Day-Summary	40-0270	Account	0	\$0.0000
Domestic Reporting Previous Day-Detail	40-0271	Account	0	\$0.0000
CPO Prem PDR Itm Stored 12 M	40-0272	Item	5,401	\$0.0000
Domestic Reporting Current Day-Summary	40-0273	Account	0	\$0.0000
Domestic Reporting Current Day-Detail	40-0274	Account	0	\$0.0000
CPO Prem CDR Itm	40-0275	Item	5,070	\$0.0000
Domestic Reporting Previous Day-Summary	40-0270	Item	0	\$0.0000
Domestic Reporting Previous Day-Detail	40-0271	Item	0	\$0.0000
Domestic Reporting Current Day-Summary	40-0273	Item	0	\$0.0000
Domestic Reporting Current Day-Detail	40-0274	Item	0	\$0.0000
CPO Online Subscription	40-0299	Monthly	1	\$0.0000

Appendix H Locally Held Accounts Proposed Cost Structure

Coin and Currency

Vault Deposit Reverification	10-0106	Prior Approval	0	\$0.0000
Vault Deposit Coin-Non-Standard Bag	10-0111	Item	0	\$0.0000
Vault Deposit Coin-Fed Std Bag	10-0113	Item	0	\$0.0000
Vault Deposit Currency Loose Standard	10-0114	Item	0	\$0.0000
Vault Deposit Fed Std Strap	10-0115	Item	0	\$0.0000
Vault Deposit Non-Standard Fed	10-0117	Item	0	\$0.0000
Vault Furn Coin Rolled	10-0144	Item	0	\$0.0000
Vault Furn Currency Fed Std Strap	10-014A	Item	0	\$0.0000
Coin Bags Ordered	10-0820	Item	0	\$0.0000
Deposit Adjustment Processing Coin/Currency	10-0501	Item	0	\$0.0000

Automatic Investments

Automatic Investment Maintenance	45-0020	Monthly	0	\$0.0000
Automatic Investment Debit Posting	45-0300	Item	0	\$0.0000
Automatic Investment Credit Posting	45-0301	Item	0	\$0.0000
Investment Reports	45-0403	Daily	0	\$0.0000
Investment Statements	45-0405	Monthly	0	\$0.0000

Appendix H Locally Held Accounts Proposed Cost Structure

Image Processing

Remote Deposit Monthly Maintenance	Monthly	0	\$0.0000
Remote Deposit Check Image Processing	Item	0	\$0.0000
Monthly License Fee (Per Scanner/Wrkst)	Monthly/Scanner	0	\$0.0000
ICL Deposit Transmission	Deposit	0	\$0.0000
Image Deposit	Deposit	0	\$0.0000
IRD City Item	Item	0	\$0.0000
IRD Country Item	Item	0	\$0.0000
IRD On-Us Item	Item	0	\$0.0000
IRD RCPC Item	Item	0	\$0.0000
Image Deposited Item	Item	0	\$0.0000
IRD Deposited Item	Item	0	\$0.0000
Image Cash Letter IQA Suspect	Item	0	\$0.0000
Image Cash Letter Non Conforming Image Items	Item	0	\$0.0000
Image Cash Letter Set-up and Testing	One Time	0	\$0.0000
Image Cash Letter Transmission Deposit	File	0	\$0.0000
Image Cash Letter Transmission Maintenance	Monthly	0	\$0.0000
Image Clearing Adjustments	Item	0	\$0.0000
Image Clearing Deposit Item Return	Item	0	\$0.0000
Image Clearing File Transmission Fee	Item	0	\$0.0000
OCR)	Item	0	\$0.0000
Image Clearing MICR Line Correction	Item	0	\$0.0000
Image Clearing Per Item	Item	0	\$0.0000
Image Clearing Research Request	Item	0	\$0.0000
Image City	Item	0	\$0.0000
Image County	Item	0	\$0.0000
Image On-Us	Item	0	\$0.0000
Image RCPC	Item	0	\$0.0000
Image Local Fed	Item	0	\$0.0000
Image Other Fed	Item	0	\$0.0000
Image Retrieval	Item	0	\$0.0000
Image Transit	Item	0	\$0.0000
RDC Balancing Corrections	Item	0	\$0.0000
RDC Image Cash Letter Deposit	Item	0	\$0.0000
RDC Item Capture- Image	Item	0	\$0.0000
RDC Item Capture- IRD	Item	0	\$0.0000
RDC Item Capture-ACH Conversion	Item	0	\$0.0000
RDC Location Maintenance	Item	0	\$0.0000
RDC MICR Correction	Item	0	\$0.0000
EDM A/R Fields Per Item	Item	0	\$0.0000

Scanner Costs

Low Volume Scanner	Scanner-Purchase	0	\$0.0000
Medium Volume Scanner	Scanner-Purchase	0	\$0.0000
High Volume Scanner	Scanner-Purchase	0	\$0.0000
Setup Fee	Per Scanner location	0	\$0.0000
Customization Fee	Per Hour	0	\$0.0000

Service Maintenance

Low Volume Scanner	Yearly	0	\$0.0000
Medium Volume Scanner	Yearly	0	\$0.0000
High Volume Scanner	Yearly	0	\$0.0000

Appendix H Locally Held Accounts Proposed Cost Structure

SUB TOTAL	\$0.0000
------------------	-----------------

ADDITIONAL SERVICES

SUB TOTAL	\$0.0000
------------------	-----------------

GRAND TOTAL	\$0.0000
--------------------	-----------------

*volumes based on historical data

Appendix I Locally Held Accounts Current Demand Deposit Account Structure

Revolving Maintenance and Operating	Flexible Savings	Service Renewal and Replacement	Renewal and Replacement Revolving
Cash Deposits	Incoming Wire Transfers	Incoming Wire Transfers	Incoming Wire Transfers
Check Deposits	Outgoing Wire Transfer	Outgoing Wire Transfer	Outgoing Wire Transfer
ACH Credits Received	ACH Credits Received	ACH Credits Received	Incoming Book Transfers
ACH Debits Received	ACH Debits Received	Incoming Book Transfers	Outgoing Book Transfers
ACH Debits Originated	ACH Debits Originated	Outgoing Book Transfers	ACH Debit Block/Filter
Incoming Wire Transfers	Incoming Book Transfers	ACH Debit Block/Filter	Cash Deposits
Outgoing Wire Transfer	Outgoing Book Transfers		Check Deposits
Incoming Book Transfers	ACH Debit Block/Filter		Remote Deposit Capture
Outgoing Book Transfers	Image Cash Letter		Check Writing
ACH Debit Block/Filter	Check Deposits		Image Cash Letter
Remote Deposit Capture			Positive Pay
Image Cash Letter			Controlled Disbursement
Check Writing			Full Reconciliation
Positive Pay			
Controlled Disbursement			
Full Reconciliation			

New Segments	Workers Compensation	Pavilion Security Deposit	Service Stations Security Deposit
Check Deposits	ACH Debit Block/Filter	ACH Debit Block/Filter	ACH Debit Block/Filter
ACH Debit Block/Filter	Outgoing Wire Transfers	Cash Deposits	Cash Deposits
Check Writing	Incoming Wire Transfers	Check Deposits	Check Deposits
Remote Deposit Capture	ACH Debits Received	ACH Credits Received	ACH Credits Received
Image Cash Letter	Check Deposits	ACH Debits Received	ACH Debits Received
Positive Pay	Remote Deposit Capture	ACH Debits Originated	ACH Debits Originated
Controlled Disbursement	ACH Debits Originated		
Full Reconciliation	Incoming Book Transfers		
ACH Debits Received	Outgoing Book Transfers		
ACH Debits Originated			

EZ Pass Settlements	ISTHA Violations Refund
ACH Credits Received	Check Writing
ACH Debits Received	Positive Pay
ACH Debits Originated	Controlled Disbursement
ACH Debit Block/Filter	Full Reconciliation
Remote Deposit Capture	
Check Deposits	

Totals per Month	\$ 6,501,798	249	\$ 448,076	163	\$ 897,808	138	\$ 801,600	99	\$ 627,999	85	\$ 700,765	145	\$ 1,656,294	688
------------------	--------------	-----	------------	-----	------------	-----	------------	----	------------	----	------------	-----	--------------	-----

Appendix Locally Field Accounts Monthly Check and Issuance Volumes C12022

Appendix J Locally Held Accounts Monthly Check and Issuance Volumes CY2022

August, 2022		September, 2022		October, 2022		November, 2022		December, 2022	
\$ amt	Quantity	\$ amt	Quantity	\$ amt	Quantity	\$ amt	Quantity	\$ amt	Quantity
\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0
\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0
\$ 1,498,058	3	\$ -	0	\$ 2,083,027	1	\$ 318,638	1	\$ 1,787,772	2
\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0
\$ -	0	\$ 165,083	1	\$ 320,699	3	\$ 297,194	8	\$ 2,407,789	2
\$ 134,698	22	\$ 43,529	21	\$ 34,158	20	\$ 31,677	20	\$ 39,731	21
\$ 25,000	1	\$ -	0	\$ 376,750	1	\$ 352	1	\$ 26	1
\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0
\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0
\$ -	0	\$ -	0	\$ -	0	\$ 230,323	1	\$ 512,833	1
\$ 1,657,756	26	\$ 208,612	22	\$ 2,814,634	25	\$ 878,184	31	\$ 4,748,151	27
\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0
\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0
\$ 1,173,224	16	\$ 728,728	22	\$ 234,174	13	\$ 495,000	11	\$ 1,355,661	16
\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0
\$ 45,190	62	\$ 83,267	48	\$ 55,349	67	\$ 22,356	55	\$ 97,033	67
\$ 134,698	3924	\$ 43,480	1447	\$ 33,922	1473	\$ 31,676	1338	\$ 39,727	1647
\$ 376,750	1	\$ -	0	\$ 352	1	\$ 26	1	\$ -	0
\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0
\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0
\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0

\$ 1,729,862	4,003	\$ 855,475	1,517	\$ 323,797	1,554	\$ 549,058	1,405	\$ 1,492,421	1,730
--------------	-------	------------	-------	------------	-------	------------	-------	--------------	-------

Appendix J Locally Held Accounts Monthly Check and Issuance Volumes CY2022

Workers Compensation

	\$ 329,477	4	\$ 312,195	Append 4	\$ 294,827	Id Accounts 4	\$ 354,629	transfer Volu 4	\$ 350,240	5	\$ 563,815	5	\$ 162,644	4	\$ 449,596	5
Totals per Month	\$ 2,324,025	213	\$ 354,383	116	\$ 369,687	71	\$ 417,818	40	\$ 2,364,595	31	\$ 664,113	78	\$ 2,268,270	636	\$ 614,751	3,938

Appendix K Locally Held Accounts Daily ACH/Wire Transfer Volumes CY2022

September, 2022		October, 2022		November, 2022		December, 2022	
\$ Amount	Quantity	\$ Amount	Quantity	\$ Amount	Quantity	\$ Amount	Quantity
\$ -	0	\$ 2,178,029	1	\$ 2,070,033	1	\$ -	0
\$ 42,926	3	\$ 109,427	10	\$ 44,261	4	\$ -	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
\$ -	0	\$ -	0	\$ -	0	\$ 0	0
\$ -	0	\$ -	0	\$ -	0	\$ 0	0
\$ -	0	\$ -	0	\$ -	0	\$ -	0
\$ 36,635	1	\$ 34,740	1	\$ 35,006	1	\$ 31,798	1
\$ -	0	\$ -	0	\$ -	0	\$ -	0
\$ -	0	\$ -	0	\$ -	0	\$ -	0
\$ 79,561	4	\$ 2,322,196	12	\$ 2,149,300	6	\$ 31,798	1
\$ -	0	\$ -	0	\$ 2,270,033	1	\$ 0	0
\$ 53,014	6	\$ 75,290	6	\$ 35,510	5	\$ 35,786	4
\$ -	0	\$ 40,700	1	\$ -	0	\$ -	0
\$ -	0	\$ -	0	\$ -	0	\$ -	0
\$ 63,530	1449	\$ 33,922	1473	\$ 31,677	1339	\$ 39,731	1648
\$ 5,322	5	\$ 1,674	5	\$ 20	2	\$ 141	4
\$ -	0	\$ -	0	\$ -	0	\$ -	0
\$ -	0	\$ -	0	\$ -	0	\$ -	0
\$ -	0	\$ -	0	\$ -	0	\$ -	0

(Transfers to Violation refund ZBA acct 2270 for each viol refund check issued - large transfers in Jan and July were transfers of items deposited to t

Appendix K Locally Held Accounts Daily ACH/Wire Transfer Volumes CY2022

\$ 219,681	4	\$ 531,439	6	\$ 227,835	4	\$ 276,251	4
\$ 341,547	1,464	\$ 683,025	1,491	\$ 2,565,075	1,351	\$ 351,909	1,660

hos account in error

Appendix L Locally Held Accounts Average Monthly Collected Balances CY2022

**Locally Held Bank Accounts
Average Monthly Collected Balance by Account
2022**

	2022											
	January	February	March	April	May	June	July	August	September	October	November	December
EZPass Settlements	\$ 2,500,000	\$ 1,506,309	\$ 1,506,309	\$ 2,500,000	\$ 1,522,804	\$ 545,607	\$ 1,522,804	\$ 1,410,986	\$ 321,971	\$ 1,410,986	\$ 239,984	\$ 229,967
Flexible Spending	\$ 88,642	\$ 105,399	\$ 102,614	\$ 91,466	\$ 83,261	\$ 53,835	\$ 26,452	\$ 33,774	\$ 36,550	\$ 48,575	\$ 70,020	\$ 56,503
New Segments	\$ 22,714,237	\$ 19,827,771	\$ 22,744,186	\$ 25,412,295	\$ 25,178,692	\$ 25,187,876	\$ 24,563,938	\$ 24,082,905	\$ 23,880,957	\$ 24,420,670	\$ 25,236,565	\$ 24,714,429
Pavilion Security Deposit	\$ 106,632	\$ 106,632	\$ 106,632	\$ 106,632	\$ 106,632	\$ 106,632	\$ 106,632	\$ 106,632	\$ 106,632	\$ 106,632	\$ 106,632	\$ 106,632
Revolving Maintenance & Operations	\$ 2,799,546	\$ 3,132,516	\$ 3,063,424	\$ 2,967,170	\$ 2,887,547	\$ 2,808,785	\$ 2,816,113	\$ 2,787,952	\$ 2,709,986	\$ 2,838,316	\$ 3,075,556	\$ 3,140,234
RMO - ZBA (Violation Refunds)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Renewal& Replacement Revolving	\$ 9,352,062	\$ 9,237,844	\$ 9,063,015	\$ 9,198,198	\$ 9,671,377	\$ 9,671,412	\$ 9,658,912	\$ 9,470,537	\$ 9,294,662	\$ 9,482,861	\$ 9,671,223	\$ 9,671,399
Service Station Renewal & Replacement	\$ 4,440,626	\$ 4,471,218	\$ 4,499,647	\$ 4,530,339	\$ 4,562,491	\$ 4,596,221	\$ 4,632,344	\$ 4,668,487	\$ 4,704,739	\$ 4,740,426	\$ 4,775,299	\$ 4,808,701
Service Station Security Deposit	\$ 100,062	\$ 100,062	\$ 100,062	\$ 100,062	\$ 100,062	\$ 100,062	\$ 100,062	\$ 100,062	\$ 100,062	\$ 100,062	\$ 100,062	\$ 100,062
Workers Compensation	\$ 14,997,078	\$ 14,727,693	\$ 14,498,644	\$ 14,237,378	\$ 13,734,943	\$ 15,813,990	\$ 17,836,836	\$ 17,530,716	\$ 17,196,078	\$ 16,820,517	\$ 16,556,042	\$ 16,675,577
TotalMonthly Average Collected Balance	\$ 57,098,885	\$ 53,215,442	\$ 55,684,532	\$ 59,143,539	\$ 57,847,807	\$ 58,884,419	\$ 61,264,092	\$ 60,192,049	\$ 58,351,637	\$ 59,969,044	\$ 59,831,382	\$ 59,503,503

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
 Sole Proprietor
 Partnership/Legal Corporation
 Tax Exempt
 Corporation providing or billing
 medical and/or health care services
 Corporation NOT providing or billing
 medical and/or health care services
 Other: _____

Government Entity
 Nonresident alien
 Estate or trust
 Pharmacy (Non-Corp.)
 Pharmacy/Funeral Home/Cemetery
 (Corp.)
 Limited Liability Company (select
 applicable tax classification.)
 C = corporation
 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 RESERVED.

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/offers 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/offers 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/Offers

- a. If any individuals have one of the following financial interests in the contractor/offers (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/offers (or its parent) as follows:

If the proportionate share of the named individual(s) in the ownership of the contractor/offers (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 | Yes
_____ | No
_____ |

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.

- | | | | |
|----|--|--------------|-------------|
| 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 _____

Appendix N – Minimum Mandatory Service Requirements

_____ (“Respondent Name”) attests that it can provide all the services described in Section VI.A.4 (“VI.A.4. Services”) of the RFP. The Respondent acknowledges that the VI.A.4 Services are part of the mandatory requirements of the RFP. The Respondent acknowledges that failure to attest to its ability to provide the VI.A.4 Services shall lead to automatic disqualification. Notwithstanding the foregoing, a Respondent will not be disqualified solely for its response to Question 12 in Section IV.B of the RFP if the Treasurer determines that any alternative options presented therein would meet all requirements of Section III of the RFP, including the VI.A.4 Services.

_____ is filling out Appendix R to:

D Answer Question 12, specifically with regard to “other processes or alternative options.”

D Attest to the Respondent’s ability to provide the VI. A.4. Services.

Respondent meets the requirement described in RFP Section VI.A.4.a.	Yes D	No D
Respondent meets the requirement described in RFP Section VI.A.4.b.	Yes D	No D
Respondent meets the requirement described in RFP Section VI.A.4.c.	Yes D	No D
Respondent meets the requirement described in RFP Section VI.A.4.d.	Yes D	No D
Respondent meets the requirement described in RFP Section VI.A.4.d.i.	Yes D	No D
Respondent meets the requirement described in RFP Section VI.A.4.d.ii.	Yes D	No D
Respondent meets the requirement described in RFP Section VI.A.4.d.iii.	Yes D	No D
Respondent meets the requirement described in RFP Section VI.A.4.d.iv.	Yes D	No D
Respondent meets the requirement described in RFP Section VI.A.4.d.v.	Yes D	No D
Respondent meets the requirement described in RFP Section VI.A.4.d.vi.	Yes D	No D
Respondent meets the requirement described in RFP Section VI.A.4.d.vii.	Yes D	No D
Respondent meets the requirement described in RFP Section VI.A.4.d.viii.	Yes D	No D
Respondent meets the requirement described in RFP Section VI.A.4.d.ix.	Yes D	No D

Respondent meets the requirement described in RFP Section VI.A.4.d.x.	Yes D	No D
Respondent meets the requirement described in RFP Section VI.A.4.d.xi.	Yes D	No D
Respondent meets the requirement described in RFP Section VI.A.4.d.xii.	Yes D	No D
Respondent meets the requirement described in RFP Section VI.A.4.d.xiii.	Yes D	No D
Respondent meets the requirement described in RFP Section VI.A.4.d.xiv.	Yes D	No D
Respondent meets the requirement described in RFP Section VI.A.4.d.xv.	Yes D	No D
Respondent meets the requirement described in RFP Section VI.A.4.d.xvi.	Yes D	No D
Respondent meets the requirement described in RFP Section VI.A.4.d.xvii.	Yes D	No D
Respondent meets the requirement described in RFP Section VI.A.4.d.xviii.	Yes D	No D

The following table is only for those Respondents answering Question 12 of the RFP. Please fill out the following for any Section VI.A.4 Services that cannot be provided and describe the proposed alternative option or solution that would meet the relevant requirements.

Requirement	Alternative and Explanation for How Alternative Will Meet Requirement

SIGNATURE _____

NAME: _____

TITLE: _____

COMPANY: _____

DATE: _____

Appendix O

Request for Modification to Contractual Terms

_____ (Name and Title) agrees with the terms and conditions set forth in the Treasurer’s Request for Proposal, including the Section VII, Contractual Terms, with the following exceptions:

	Excluding certifications required by statute to be made by the Respondent, all of the duties and obligations that the Respondent owes to the Treasurer for the work performed shall be pursuant to the RFP and resulting contract, and Respondent’s exceptions pending acceptance by the Treasurer thereto as set forth below or as otherwise mutually negotiated by the parties (which negotiation may only occur in the sole discretion of the Treasurer).
	CONTRACTUAL TERMS
Subsection #	Subsection and/or New Subsection, Title of New Subsection: State the suggested alternative contractual term. 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.