



OFFICE OF THE ILLINOIS STATE TREASURER
MICHAEL W. FRERICHS

**Request for Proposals
Banking Services for the
Settlement Account for the ePAY Program
370-300-25-010**

April 18, 2025

Proposals due before 1:00 p.m. CT on June 4, 2025.

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Springfield, IL 62701

Office of the Illinois State Treasurer
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I. OVERVIEW

The Office of the Illinois State Treasurer (“Treasurer”) is issuing this Request for Proposals (“RFP”) for banking services for settlement accounts for the ePAY Program (“Program”). Financial institutions that submit proposals (“Respondents”) must demonstrate experience and expertise in providing effective banking services to their clients and shall submit their proposals (“Proposals”) prior to 1:00 p.m. CT on June 4, 2025.

The Treasurer seeks a financial institution to provide efficient and cost-effective banking settlement services for the Program. The winning 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, Contractor must be a member of the Federal Reserve System, have access to all services as a member bank, and qualify as an approved depository for public funds. At the time the Respondent submits its Proposal, or prior to that time, if required by law, the Respondent must have all required licenses, bonding, facilities, equipment, and trained personnel necessary to perform the work specified in this RFP.

The Treasurer intends to enter into a contract with Contractor (“Agreement”) for an initial term of four (4) years. Upon expiration of this term, the Treasurer may elect to extend the Agreement for a period of time not to exceed a total of ten (10) years, including the initial four (4) years. The Treasurer may award more than one contract under this RFP.

II. BACKGROUND

The Treasurer operates two treasury management services on behalf of local and state government agencies: a local government investment pool (“The Illinois Funds”), and an electronic payment processing program (“ePAY”). ePAY operates independently of The Illinois Funds, though many entities participate in both programs. ePAY is a secure, state-managed electronic payment processing program for the acceptance of credit card, debit card, or E-check (ACH) payments to Participants from their constituents (“Customers”). ePAY allows Customers to make payments using any of the major card brands (Visa, MasterCard, Discover and American Express), as well as Apple Pay, Google Pay, Samsung Pay and an E-check. Payment channels include the internet, telephone or POS card terminals or virtual terminal software payment solutions. All solutions adhere to prevailing credit card laws, rules and regulations, including the Local Government Acceptance of Credit Cards Act, [50 ILCS 345/1](#) *et seq.*, and Payment Card Industry Data Security Standards 4.0.1 (“PCI DSS”).

ePAY distributes funding from ePAY activity into settlement accounts at outside financial institutions or at the ePAY settlement bank (“Settlement Bank”) if The Illinois Funds services are being utilized. Participants incur usage fees assessed by the Settlement Bank in addition to any processing fees debited or invoiced by the current credit card processing vendor (“Current Vendor”) pursuant to its agreement with the Treasurer. As part of The Illinois Funds, Participants also have a separate investment account at a designated investment custodial bank (“Investment Bank”). Participant investment accounts are funded, in part, by their ePAY processing activity. Settlement account balances over a designated target balance are swept daily by the Settlement Bank into the Participant’s associated investment account(s) at the Investment Bank. There are no

usage fees on investment accounts. The target balance is to ensure funds availability for returns and/or chargebacks.

For chargebacks that occur, the Current Vendor maintains a chargeback department that notifies a Participant when a retrieval or chargeback has occurred on one of its transactions and they address the chargeback on behalf of the Participant. If the item is determined to be a valid chargeback, the Current Vendor debits the Participant's settlement account. Currently, a Participant settlement account may temporarily, and without a fee, go in the negative without returning debits for chargebacks. The Settlement Bank provides a daily negative balance report to the Treasurer so that that the Treasurer can facilitate the movement of funds back into the settlement account in order to reach the target balance.

In order to provide Participants with an efficient transition, Participants must retain the current American Bank Association ("ABA") routing transit number ("RTN") and current account numbers ("account numbers"). All ePAY accounts currently have the same ABA RTN.

All ePAY account numbers have a 10- or 12-digit format. The current account number structure is as follows:

10-Digit Format	12-Digit Format
71391XXXXX	15160XXXXXXXX
43486XXXXX	25160XXXXXXXX

III. SCOPE OF WORK

Contractor shall provide the Treasurer with the services set forth in this Section III (collectively, the "Services"), in accordance with applicable State and Federal laws, rules, and regulations ("Applicable Law"):

A. TRANSITION

1. Coordinate with the Current Vendor and the Treasurer to transition ePAY accounts, including transfer of the current ABA RTN for the sole use of ePAY;
2. Supply the Current Vendor with an image cash letter ("ICL") or mutually agreed upon settlement process for a specified period of time after the transition date; and
3. Upon termination of the Agreement, transfer ownership of the ABA RTN and Account Numbers to a successor financial institution, selected by the Treasurer.

B. ACCOUNTS ON BEHALF OF THE TREASURER

1. Open and maintain one or more demand deposit accounts for the Treasurer ("DDAs") in which all electronic transfers will be deposited;

2. Open and maintain an interest-bearing account(s) in the name of the Treasurer (“Investment Account(s)”) for the funds received in the DDA;
3. Provide the Treasurer with a dedicated relationship manager and after-hours contact information for such relationship manager;
4. Provide the Treasurer with a list of Bank phone numbers and names of individuals to whom calls regarding ePAY settlement accounts can be referred;
5. Provide adequate personnel during the hours of 8:00 am to 5:00 pm Central Time (“CT”) to accommodate telephone inquiries, requests and technical issues from the Treasurer. Inquiries and discrepancies will be resolved either the same day or within twenty-four (24) hours of any inquiry or request for service, whenever possible. If additional time is needed for further research on inquiries, requests, or technical issues, the Bank shall notify the Treasurer;
6. Provide the ability for the Treasurer to send and receive account documentation via secure electronic method;
7. Provide the Treasurer electronic access to the following:
 - a. account information, specifically current and historical account detail with addenda information,
 - b. transaction history, including the amount deposited, the Account credited, the date of credit and the date the funds are available;
 - c. monthly bank statements; and
 - d. the ability to print and export current and previous daily statements and monthly statements, and any other services Respondent can provide;
8. Accept incoming wire transfers;
9. Accept outgoing wire transfers initiated by the Treasurer;
10. Accept National Automated Clearing House Association (“ACH”) credits;
11. Accept ACH debits based on specific company identification numbers (“IDs”);
12. Invest end of day collected balances for the DDA(s). Provide ongoing information on all available sweep options, including any maximum or minimum dollar amount requirements. Money market sweep funds shall be included as an option, and prospectuses shall be provided where applicable;
13. 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/](#));

14. Pledge securities, if applicable, equal to 102% of the market value of the largest total balance the Treasurer maintains in both the Demand Deposit and Investment Accounts with Contractor, less the insurance amount provided by the FDIC. Collateral must comply with the Acceptable Collateral Listing. Qualified for Collateral to Secure Deposits and Repurchase Agreements; the current listing is available at the following webpage: [Acceptable Collateral Listing](#). 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;
15. Provide the Treasurer an earnings credit in the account analysis report, based on the average monthly collected balance in the Demand Deposit Account, and offset the fees with such earnings credit. If there is an excess earnings credit after the 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;
16. Provide an ACH debit block and debit filter, with the ability to allow for specific company IDs to post to the Demand Deposit Account;
17. Provide a block on the DDA in order for no checks to be paid;
18. 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 DDA;
19. Provide the Treasurer a specific point(s) of contact for the Services, direct access to staff, and emergency contact phone numbers for both the DDA and Investment Accounts;
20. Provide the Treasurer the ability to electronically access and obtain via automatic electronic file 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 Demand Deposit Account in Bank Administration Institute ("BAI") file format, comma separated values ("CSV"), and portable document format ("PDF") from the Contractor's treasury management system;
21. Provide the Treasurer the ability to search all data fields related to a specific transaction within Contractor's treasury management system for the DDA 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;
22. 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 DDA;
23. 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:

24. 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 DDA, 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;
25. Provide the Treasurer, within ten (10) business days following the last calendar day of the month, for the DDA, 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;
26. Provide the Treasurer with 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 DDA; and
27. Accommodate changes to processes outlined in this Section III resulting from technological advancements, financial industry advancements, banking changes, or changes in any treasury management system(s) of the Treasurer, and requests of the Treasurer related to the foregoing.

C. ACCOUNTS ON BEHALF OF THE PARTICIPANTS

1. Provide Participants with ePAY accounts, bearing the ABA Number and Account Numbers;
2. Provide adequate personnel during the hours of 8:00 am to 5:00 pm CT to accommodate telephone inquiries, requests and technical issues from Participants. Inquiries and discrepancies will be resolved either the same day or within twenty-four (24) hours of any inquiry or request for service, whenever possible. If additional time is needed for further research on inquiries, requests, or technical issues, the Bank shall notify the Participant;
3. Send Participants deposit notifications by email or facsimile on the same day such deposit is made. Each notification will report the amount deposited, the account credited, the date of credit, and the date the funds are available;
4. Provide the ability for Participants to enroll, edit account signatories, or make other account information changes electronically;

5. Unless otherwise approved by the Treasurer, require Participants to maintain a minimum required balance of \$1,000 (“Default Target Balance”) in their Accounts, however Contractor shall not charge Participants a fee for going below the Default Target Balance;
6. For no additional fee, at Participant’s request, send Participant any additional ACH addenda information provided by the Current Vendor via email;
7. Provide Participants electronic access to the following:
 - a. account information, specifically current and historical account detail with addenda information;
 - b. transaction history, including amount deposited, Account credited, date of credit, and the date the funds are available;
 - c. monthly statements;
 - d. the ability to print and export current and previous daily statements;
 - e. and any other services Respondent can provide;
8. For ePAY account balances over the FDIC limit:
 - a. Pledge securities, acceptable to the Treasurer and held in a manner acceptable to the Participant, to ensure accounts are collateralized; or
 - b. Provide mutually acceptable sweep investment opportunities for end of day balances;
9. Give Participants the option to have fees invoiced or debited from the ePAY account;
10. Permit Participants to wire transfer funds between their Account and their Illinois Funds account at no fee;
11. Accept ACH credits;
12. Accept ACH debits based on specific company IDs;
13. Provide ACH fraud filters to protect the Participant accounts from unauthorized transactions;
14. Provide account blocks with the ability to allow for specific company IDs to post to the Demand Deposit Account to only permit electronic credits and debits to a Participant Account from the following:
 - a. Current Vendor; and
 - b. Investment Bank for credits and debits into such Participant’s Illinois Funds account.

Participant may submit a request to Contractor to add additional allowable entities to the debit block. Only third party ePAY related vendors are qualified to be additional allowable entities. Contractor must provide all such requests to the Treasurer for approval. Upon approval, Contractor shall add the approved vendor as an allowable entity to the debit block.

15. Provide a block on the Participant's accounts in order for no checks to be paid;
16. Automatically transfer ePAY account funds over a predetermined amount or amounts set by Participant ("Target Balance") or over the Default Target Balance, if applicable, to an Illinois Funds account every business day by 10:30 a.m. CT via a daily purchase through a file transmission to the Treasurer's Illinois Funds custodial bank in conjunction with a single wire transfer of funds associated with the file transmission. The Target Balance shall fall within the range of the Default Target Balance and the Federal Deposit Insurance Corporation ("FDIC") limit. In the event Participant fails to set a Target Balance, Contractor shall perform the transfers required by this Section for any amount over the Default Target Balance. In addition, for the fund transfers required by this Section for no additional fee, Contractor shall email the Treasurer every business day by 10:30 am CT a daily report in excel format that provides the following information: Participant's name, Participant's account number, amount of funds transferred from the Participant's account, and the Illinois Funds account to which the funds were sent, if applicable;
17. In the event Contractor is unable to transfer the account funds pursuant to Section III.C.16 due to factors outside of Contractor's control, transfer account funds over the Limit to the respective Participant's Illinois Funds account at a time mutually agreed upon by the parties but before 2:30 pm for no additional fee. In the event Participant fails to set a Target Balance, Contractor shall perform the transfer required by this Section for any amount above the Default Target Balance;
18. In the event Contractor is unable to transfer the account funds pursuant to Section III.C.16 and III.C.17 due to factors outside of Contractor's control, at Participant's request, Contractor shall perform an end day sweep of the funds over the FDIC limit to a sweep vehicle, selected by the Participant from sweep vehicles approved by the treasurer, in the event an account has a balance over the FDIC limit;
19. Provide Participants an earnings credit in their billing statement or account analysis, based on the average monthly collected balance in a Participant's account and offset the fees related to the account with such credit;
20. Limit a Participant's ePAY account to only receive credits and debits from the established credit card processors or such Participant's Illinois Funds account; and
21. Provide bank defined templates for wire transfer and ACH transactions from a Participant's ePAY account to its respective Illinois Funds account.

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 this RFP. Emphasis should be on clarity, brevity, and completeness of response.

1. Cover Page – The cover page shall provide the name, physical address, e-mail address, and telephone number of the person(s) available for contact regarding the Proposal. Such person(s) must be authorized to make representations on behalf of the Respondent.
2. Table of Contents – Include a listing of the main chapters and paragraph headings contained in the response, 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 questions presented in Section IV.B of this RFP. Respondent's answers must include the headings (e.g. "Background") and be numbered in the order provided in Section IV.B of this RFP.
6. Service Team – Provide an organizational chart, biographies, and resumes for the proposed Service team, including relevant support staff. Please identify the primary contact person and describe the role of each key person.
7. Subcontractors – Provide a list of the subcontractor(s) Respondent will use for the Services, if any, and the general type of work to be performed by each subcontractor.
8. State Certifications and Disclosures – Respondent and any subcontractor(s) must submit the following three (3) fully executed documents: Illinois State Treasurer Certifications, Disclosures Financial Interest and Potential Conflicts of Interest (Disclosure Form A), and the Disclosures Other Contract and Procurement Related Information (Disclosure Form B).

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

Proposals submitted in hard copy form must be submitted in a sealed envelope or package bearing the title “RFP Banking Services for the Settlement Account for the ePAY Program 370-300-25-010” and the Respondent’s name and address. The package must include one (1) original and five (5) copies of the Proposal. A separate envelope must contain one (1) original and five (5) copies of the Cost Proposal. If confidentiality of any information is asserted, one (1) Redacted Copy should be provided in an additional separate envelope. In addition, please provide five (5) electronic copies of the Proposal, five (5) separate electronic copies of the Cost Proposal, and, if confidentiality of any information is asserted, one (1) electronic Redacted Copy. Each electronic Proposal copy, each electronic Cost Proposal copy and, if submitted, the Redacted Copy shall be on a separate thumb drive.

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 (2) 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 who 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 cyber-security, including the steps Respondent would take to address a breach of the Treasurer's data or that of a Participant.
9. Describe the insurance coverage that Respondent maintains to address cyber-security 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 security incident, such as a data breach or loss of personal, financial, or other data considered private or confidential since January 1, 2019? 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, 2019. 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 material to the Services in this RFP from January 1, 2019, to present? If so, please provide a detailed explanation.
14. Since January 1, 2019, has Respondent or any of its officers or principals, acting within the scope of their employment, been subject to a consent order, penalty, or receive any other finding of fault as a result of any publicly disclosed enforcement action or other regulatory proceeding by any governmental entity, regulatory agency, or self-regulatory organization including but not limited to the following, including any divisions thereof: 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? If so, provide a detailed explanation.

15. Provide a description of the various types of insurance coverage, (carriers, risk coverage, levels, limits, deductibles, expiration dates, etc.), that Respondent holds to protect its clients, other than those provided by Respondent in response to other questions in this Section.
16. Please describe any work that the Respondent currently performs or anticipates performing outside of the United States.
17. If Respondent intends to utilize subcontractors, 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 its 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 B. Complete Appendix B for each process or alternative option

Financial Services

20. Provide a proposed schedule for the implementation of the Services that includes implementation no later than November 1, 2025. The implementation schedule should include, but not be limited to, any specific implementation phases (e.g. testing, training, etc.), materials available, and/or any onsite training provided by the Respondent.
21. How would Respondent provide an ACH debit block and filter on the DDA(s) 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.
22. How would Respondent provide a positive pay debit block to prevent check fraud? Discuss in detail the available notification formats and timeline associated with the reporting of fraudulent activity.
23. Describe Respondent's method to obtain information regarding account inquiries, discrepancies, questions, or any other type of information that may be sought.

24. What is Respondent's anticipated response time (not to exceed twenty-four (24) hours) to account inquiries, questions regarding discrepancies, and other requests for information from the Treasurer?
25. How would Respondent staff this project in order to meet the Treasurer's customer service needs (direct access to staff, emergency contacts, etc.)?
26. Provide a detailed list of all of Respondent's current options for the investment of collected funds, their daily balance limitations, if applicable, and the historical rate of return. If available and applicable, prospectuses shall also be provided. Respondent's investment options must meet the requirements of the Illinois State Treasurer's Office Investment Policy Statement for the State Investment Portfolio, included on the Treasurer's website [here](#).

Confirm that Respondent's investment options meet the requirements of the Illinois State Treasurer's Office Investment Policy Statement for the State Investment Portfolio.

27. Provide sample copies of the following account statement or activity reports.
 - a. Daily Demand Deposit Account and Investment Account statements (summary and detail);
 - b. Monthly Demand Deposit Account and Investment Account statement (detail);
 - c. Previous day transaction report (summary and detail);
 - d. Current day transaction report (summary and detail);
 - e. 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);
 - f. 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;
 - g. 822 monthly account analyses (electronic file and detail statement). Refer to Appendix D Account Analysis 822 EDI Format for the file format;
 - h. Monthly account analysis statements in PDF format;
 - i. ACH debit block and filter reports and exception review;
 - j. Current Day ACH transactions;
 - k. Positive pay reports, including exception review;

- l. Initiation and confirmation of wire transfers;
- m. Ad-hoc reporting (the ability to search transactions based on specific criteria and export the results to either PDF or Excel formats); and
- n. Administrative report.

ePAY Accounts

28. If possible, how would Respondent limit a Participant's ePAY account to only receive credits and debits from the established credit card processors or such Participant's Illinois Funds account?
29. Discuss the ACH Fraud Filters Respondent would provide Participants, including notification formats, and the timeframe in which Participants would be required to respond to such notifications;
30. How will Federal Deposit Insurance Corporation ("FDIC") charges be handled, meaning will such charges be passed through to the Participants, covered by Respondent, etc.?
31. Discuss how Respondent intends to provide customer service to the Treasurer and Participants.
32. Please discuss the account information and account services Respondent can electronically provide Participants.

Equity, Diversity, and 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.

33. 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 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 at least fifty-one percent (51%) owned by MWVD Persons?

34. Please confirm whether Respondent is under the control of MWVD Persons. Please cite with supporting data. Please provide the number and percentage of 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?
35. 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 Respondent's board of directors and (ii) the number of members on 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.) that 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 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 higher 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.

36. 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.
37. Please describe any policies, programs, or activities Respondent administers to promote equity, diversity and inclusion both within 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

38. Please note any policies, practices, and/or business strategies the Respondent has in place to address long-term environmental risks and opportunities that may impact long-term sustainability.

39. Please highlight any policies, practices, or resources that the Respondent has in place to retain and enhance the human capital at the firm.
40. Please explain how the Respondent fosters a corporate governance structure that mitigates business risks and enhances business operations.
41. Please highlight any activities, projects, or services the Respondent administers to alleviate societal issues and enhance its commitment to corporate social responsibility. Please cite with supporting data.

Illinois Presence

42. Is the Respondent incorporated in Illinois? Please provide the physical address and website of the Respondent's headquarters and all Illinois branch offices.
43. Please note how many full-time employees are located at the Respondent's headquarters and all Illinois branch offices.
44. Please describe what presence the Respondent has in the State of Illinois. Such "presence" can be demonstrated by noting (a) the number and (b) the percentage of the Respondent's full-time employees who spend more than half their time in Illinois and have physical offices or a principal place of business located in Illinois.
45. Using the definition provided above, what percentage of the Respondent's subcontractors for this project, if any, have an Illinois presence?
46. Please note whether the Respondent has any plans to locate staff or hire additional staff in the State of Illinois. Please provide supporting data.

C. COST PROPOSAL

For the Cost Proposals, Respondent shall complete and submit the Proposed Cost Structures, attached hereto as Appendix C. Cost proposals must be accurate and will be used as a basis for any award. When preparing the Cost Proposals, Respondent shall do the following:

1. Clearly communicate the price where fees are applicable, if there are pricing issues or options that require further or separate explanation;
2. Provide separate pricing for the Demand Deposit Account and the Investment Account. Pricing should not be provided in a bundled format;
3. Set the pricing schedules to cover an initial four-year period;
4. Include all of the costs Respondent would charge, based upon the requirements outlined in this RFP;

5. Provide any costs not specifically mentioned in the Proposed Cost Structures but applicable to the RFP;
6. 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 Demand Deposit Account, and such earnings credit will be used to offset the fees. If there is excess earnings credit after the fees have been offset, the remaining earnings credit, for the account 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 June of the excess earnings credit; and
7. 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
April 18, 2025	RFP published on the Treasurer's website.
April 24, 2025	Notice of intent to participate in the Optional Respondent's Teleconference due by 3:00 p.m. CT
April 28, 2025	Optional Respondent's Teleconference at 10:00 a.m. CT
May 1, 2025	All Respondent questions due by 10:30 a.m. CT.
May 15, 2025	Responses to all questions posted on the Treasurer's website.
June 4, 2025	Proposals due before 1:00 p.m. CT.
Week of June 16, 2025	Interviews, if any, with final candidates.
June 20, 2025	If applicable, best and final offer due before 2:00 p.m. CT.
Week of June 23, 2025	Notification of award and begin negotiation of Agreement.

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

B. CONTACT INFORMATION

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

Respondents should submit questions about the intent or content of this RFP and request clarification of any and all procedures used for this procurement prior to the submission of a Proposal. Respondents must submit their questions in writing by e-mail to the CPO, Chris Flynn, at cflynn@illinoistreasurer.gov by 10:30 a.m. CT on May 1, 2025.

C. OPTIONAL BIDDER'S TELECONFERENCE

Each Respondent must e-mail notice of intent to attend the Bidder's Teleconference to Chris Flynn at cflynn@illinoistreasurer.gov prior to 3:00 p.m. CT on April 24, 2025. Attendance at the Bidder's Teleconference is optional. Bidder's Teleconference shall be held on April 28, 2025, at 10:00 a.m. CT.

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 Settlement Account for the ePAY Program Proposal 370-300-25-010 for the Office of the Illinois State Treasurer" shown in the front of the envelope or package, along with Respondent's name and address.

All Proposals must be submitted by mail or messenger to the following address, and received by the CPO before 1:00 p.m. CT on June 4, 2025:

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

Proposals will be opened publicly, via livestream only, at 1:00 p.m. CT on June 4, 2025. 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 ePAYRFP@illinoistreasurer.gov:

- a. name of contact person
- b. business name and business address
- c. e-mail address and telephone number
- d. a complete list of submitted files

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

4. Amendments

If it is necessary to amend this RFP, the Treasurer will post any amendments 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.

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(l). The Redacted Copy must retain as much of the Proposal as possible.

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

Prospective Contractors are encouraged to hire qualified veterans as well as qualified Illinois minorities, women, persons with disabilities and residents discharged from any Illinois adult correctional center.

12. CPO May Cancel RFP

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

13. Additional Information

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

VI. EVALUATION PROCESS AND CRITERIA

This Section explains how the Treasurer will evaluate the Proposals.

A. MANDATORY REQUIREMENTS

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

1. Submit Proposal and accompanying Cost Proposal before 1:00 p.m. CT on June 4, 2025;
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 the Respondent's Proposal, answer all questions in Section IV.B of this RFP;
4. Submit a completed Appendix B, wherein Respondent attests that it has the ability to, at a minimum, provide the following:
 - a. Daily Demand Deposit Account and Investment Account statements (summary and detail);
 - b. Monthly Demand Deposit Account and Investment Account statement (detail);
 - c. Previous day transaction report (summary and detail);
 - d. Current day transaction report (summary and detail);
 - e. 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);
 - f. 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;
 - g. 822 monthly account analyses (electronic file and detail statement). Refer to the Appendix D Account Analysis 822 EDI Format for the file format;
 - h. Monthly account analysis statements in PDF format;
 - i. ACH debit block and filter reports and exception review;
 - j. Current Day ACH transactions;
 - k. Positive pay reports, including exception review;

- l. Initiation and confirmation of wire transfers;
 - m. Ad-hoc reporting (the ability to search transactions based on specific criteria and export the results to either PDF or Excel formats); and
 - n. Administrative report.
5. Provide the Cost Proposal in a separately sealed envelope or, if Respondent submits the Proposal electronically, through a separate attachment;
 6. Be authorized to transact business in Illinois for all of the Services and have a presence in Illinois and submit Illinois Department of Financial and Professional Regulations documentation;
 7. Be a member of the Federal Reserve Systems and have access to all services as a member bank;
 8. Qualify as an approved depository for public funds;
 9. Be established with all required licenses, bonding, facilities, equipment and trained personnel necessary to perform the work as specified in this RFP at the time of this RFP, or prior to that time, if required by law. The Treasurer reserves the right to require proof of said requirements at any time, including within ten (10) calendar days from the date of receipt of the Respondent's Proposal; and
 10. Have a minimum of five (5) 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	30
Financial Services	20
ePAY Accounts	20
Equity, Diversity and Inclusion	10
Corporate Responsibility	10
Illinois Presence	10
Cost Proposal	20
Interview, if applicable	5
TOTAL	125

C. DETERMINING SCORES

1. Background and Experience

Respondent's score will be based on the answers the Respondent provides to the Background and Experience questions in Section IV.B of this RFP as well as the Service Team information provided in response to Section IV.A.6.

2. Financial Services

Respondent's score will be based on the answers the Respondent provides to the Financial Services questions in Section IV.B of this RFP, including Appendix B, as well as related information in the Scope of Work narrative provided in response to Section IV.A.4.

3. ePAY Accounts

Respondent's score will be based on the answers the Respondent provides to the ePAY Accounts questions in Section IV.B of this RFP, including Appendix B, as well as related information in the Scope of Work narrative provided in response to Section IV.A.4.

4. Equity, Diversity and Inclusion

Respondent's score will be 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 diversity score to Respondents (including subcontractors) that are female, minority, person with disabilities, or veteran owned or managed. Having a higher percentage of subcontractors that are female, minority, person with disabilities, or veteran owned or managed shall also result in higher scores.

5. Corporate Responsibility

Respondent's score shall be based on the answers Respondent provides to the Corporate Responsibility questions in Section IV.B of this RFP.

6. Illinois Presence

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

7. Cost Proposal

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

8. Interview

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

D. EVALUATION PROCESS

All Proposals will be reviewed for compliance with the RFP requirements and specifications. Proposals deemed non-responsive will be eliminated from further consideration. In his discretion

only, 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 for clarification of the Proposal, and the Evaluation Team may use the Treasurer's own experience with a Respondent as well as other sources of publicly available information to perform its evaluation.

VII. CONTRACTUAL TERMS

By submitting a Proposal, the Respondent agrees to each of the contractual provisions set forth in this Section.

A. CONTRACTUAL RESPONSIBILITY

Contractor will be contractually responsible for all services provided. By responding to the RFP, Contractor expressly agrees to the contractual requirements herein. Contractor shall at all times provide services and perform all functions under the Agreement in accordance with all applicable laws, rules, and regulations, judgments, decrees, injunctions, writs and orders of any court, tribunal, arbitrator, or any federal, state, local, municipal, or other governmental department, commission, district, board, bureau, agency, regulatory body, court, tribunal or other instrumentality (or any officer or representative thereof) or competent jurisdiction ("Governmental Authority") or regulatory body ("Applicable Law").

B. GOVERNING LAW

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

C. TERM OF AGREEMENT

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

D. TERMINATION

1. Termination without Cause

The Treasurer may elect to terminate the Agreement, or any portion of the Services, at any time upon thirty (30) calendar days' notice. Upon termination, the Treasurer will pay for work satisfactorily completed prior to the date of termination as determined by the Treasurer 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, or any portion of the Services, may be terminated by the Treasurer immediately upon notice to Contractor under any of the following circumstances:

- a. Contractor fails to furnish satisfactory performance within the time specified;
- b. Contractor fails to perform any of the provisions of the Agreement or so fails to make progress so as to endanger the performance of the Agreement in accordance with its terms;
- c. Any services provided under the Agreement are rejected and are not promptly corrected by Contractor or repeatedly rejected even though Contractor offers to correct the 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, or Treasurer's policies that would frustrate the purpose of the Agreement;
- h. Contractor receives a deficient performance review from the Treasurer;
- i. Contractor provides notice pursuant to Section VII.Y or fails to provide such notice;
- j. Contractor disregards or violates any applicable laws, rules, or the Treasurer'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; or
- k. Any other breach of contract or unlawful act by Contractor occurs.

Prior to terminating the Agreement for cause, the Treasurer may 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 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.

Upon termination for cause the Treasurer may recover any and all damages including but not limited to damages involved with the transition to a new vendor including incidental and consequential damages. Failure by the Treasurer to issue a warning or cancel this Agreement does not waive any of the Treasurer's rights to issue subsequent warnings. If the Treasurer determines, in its sole discretion, that the circumstances are such that Contractor cannot cure by remedial

action, the Treasurer may provide notice of cancellation, which shall be effective upon five (5) business days from the date of the notice.

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

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

2. Return of Work Product

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

G. STATE FURNISHED PROPERTY

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

H. INTERNAL CONTROLS

Contractor shall annually provide the Treasurer, at no cost, with a copy of the most recent Annual Report or Form 10-K of itself or its holding company, its most recent audited internal control documents, including but not limited to SOC, SSAE 16, and SSAE 18 reports, all of which shall include the attestation of the company’s independent registered accounting firm regarding the company’s internal control over financial reporting.

I. BACK-UP FACILITIES

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

J. LIABILITY

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

K. INDEMNIFICATION

Contractor shall indemnify and hold the Treasurer harmless from and against any and all losses, including but not limited to, any liabilities; demands; claims; lawsuits; damages; causes of action; settlements; judgments, including costs, attorneys' and witnesses' fees and expenses incident thereto; or fines, any of which arise out of or relate to violation of applicable law, breach of the Agreement, the negligent acts or omissions, or willful misconduct by Contractor, its employees, or agents.

L. SUBCONTRACTORS

Contractor may not use subcontractors to perform the Services, unless the subcontractor is approved in advance by the Treasurer. In order to obtain such prior written consent, Contractor must inform the Treasurer in writing of the general type of work to be performed by each subcontractor and the expected amount of money each will receive under the contract. If requested by the Treasurer, Contractor shall: (1) use its best efforts to engage any subcontractor reasonably requested by the Treasurer and (2) solicit and reasonably consider any feedback from the Treasurer on proposed subcontractor agreements. Further, Contractor shall disclose in writing the names and address of each subcontractor having a subcontract with an annual value of more than \$50,000, in accordance with Section 3520 of the Office of the Treasurer Procurement Rules, 44 Ill. Admin. Code Part 1400. To the extent consistent with the purposes of the Program, Contractor may propose additional subcontractors to perform certain Services at any time, subject to the written approval of such additional subcontractors and of the applicable subcontract by the Treasurer. Any decision by Contractor to terminate or permit assignment of any such subcontract so approved by the Treasurer must be approved in writing by the Treasurer. Neither Contractor nor any subcontractor so approved may delegate or subcontract the performance of Services for which it is responsible to any Affiliate or third party. No delegation or subcontract by Contractor pursuant to this Section shall relieve Contractor of any of its responsibilities hereunder, and Contractor shall be responsible for the performance of Services by its delegates and subcontractors and shall remain obligated hereunder as if no delegation or assignment by subcontract had been made. 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 of the performance by all other entities of the services necessary to implement this Agreement. Contractor warrants that all delegates and subcontractors engaged in performing the Services shall be properly licensed and otherwise authorized to do so under Applicable Law; and Contractor agrees that it shall enforce the performance obligations of each subcontractor or, at the option of the Treasurer, shall assist the Treasurer in enforcing such obligations and provisions. All approved subcontractors must fill out State Certifications and Disclosure Forms and any other documentation required by the Treasurer or State law.

M. 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. 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 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 the Confidential Information.

4. Privacy Policy

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

5. Program Lists

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

N. SUCCESSOR AND ASSIGNMENT

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

O. 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 Contractor, threatened against Contractor before any court, arbitrator, or administrative or governmental body that might result in any material adverse change in the operations of Contractor or which might materially and adversely affect the ability of Contractor to perform the Services or otherwise comply with its obligations under the Agreement.

P. REVIEW

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

Q. 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.

R. ACCESS TO INFORMATION

During the term of this Agreement, and thereafter, for three (3) years after the termination of this Agreement, Contractor shall promptly provide the Treasurer, upon request, access to all files, records, documents, data, copies of instruments, reports, and records, and any other information maintained related to this Agreement and the Services provided pursuant to this Agreement, regardless of how that information is stored. The information shall be provided in a form acceptable to the Treasurer.

S. CHANGE OF LAW OR POLICY

Contractor shall notify the Treasurer 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 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 Contractor's performance of the Services, including but not limited to any policy that relates to management, maintenance, record keeping, safekeeping, custody, or subcontracting.

T. 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 A.

U. 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 of the State of Illinois or any employee or official of the Treasurer or the State in his or her personal or individual capacity. Contractor hereby waives all such obligations and liabilities of the Treasurer of the State of Illinois and any such employee or official.

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

W. EQUITY, DIVERSITY AND INCLUSION DATA

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

X. SOVEREIGN IMMUNITY

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

Y. NOTICE

Contractor hereby agrees to give the Treasurer notice if at any point during the term of this Agreement, Contractor or its officer(s) or principal(s), or affiliate(s) acting within the scope of their employment, become subject to a consent order, penalty or receive any other finding 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 such notice within five (5) business days of when Contractor knows or reasonably should have known of the consent order, penalty, or other finding of fault. Contractor's delivery of notice pursuant to this Section or failure to provide the required notice shall give the Treasurer reason to terminate this Agreement for cause.

Z. REPORTING AND TESTING

Within ten (10) days after full execution of this Agreement, Contractor shall provide the Treasurer 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. The reports and test export shall contain data that is specific to the types of transactions provided in Section III of this Agreement.

AA. ENTIRE AGREEMENT

All exhibits attached to the Agreement shall be incorporated herein. The Agreement shall contain the entire agreement of the parties and may be changed only by a written amendment signed by both parties. Contractor shall not modify any Service or the manner of providing such Service under the Agreement without the prior written authorization of the Treasurer.

BB. GOODWILL

Neither Contractor, Contractor's representatives nor Contractor's key personnel shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous

or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the reputation and goodwill associated with the Program. If Contractor, Contractor's Representative or Contractor's key personnel is accused of any act involving moral or ethical issues, dishonesty, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the Program and/or the State or Contractor is accused of performing or committing any act which could adversely impact Contractor's events, programs, services, or 44 reputation, Treasurer shall have the right to terminate this contract upon fifteen (15) days written notice specifying the reason, within which period Contractor may be afforded an opportunity to cure such offense. The determination of whether and to what extent the offense is cured shall be made by the Treasurer at its sole discretion.

Appendix A

ILLINOIS STATE TREASURER CERTIFICATIONS

("CONTRACTOR") makes the following certifications and by completing these certifications agrees to the following:

1.0 ANTI-BRIBERY.

The 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 acknowledges that the Chief Procurement Officer may declare void the agreement for which these certifications are provided and, if applicable, to which they are attached ("Agreement") if this certification is false.

2.0 BID-RIGGING/BID-ROTATING.

The 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.

- a. If the CONTRACTOR employs 25 or more employees and this Agreement is worth more than \$5,000, the CONTRACTOR certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act (30 ILCS 580).
- b. If the CONTRACTOR is an individual and this Agreement is worth more than \$5,000, the CONTRACTOR certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract.

4.0 U.S. EXPORT ACT.

The CONTRACTOR certifies that neither the CONTRACTOR nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 (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.

The 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, the 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.

The 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), which prohibit discrimination against persons with disabilities by the Office of the Illinois State Treasurer (“Treasurer”), whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving the Agreement, the 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.

The 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.

If the CONTRACTOR has been convicted of a felony, CONTRACTOR certifies that at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor’s office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10). The CONTRACTOR further acknowledges that the Chief Procurement Officer may declare the Agreement void if this certification is false.

9.0 FORMER EMPLOYMENT.

The CONTRACTOR, if an individual, sole proprietor, partner or an individual as member of a LLC, has informed the Treasurer in writing if the CONTRACTOR was formerly employed by the Treasurer 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.

The CONTRACTOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has the 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.

The 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.

The CONTRACTOR shall report to the Treasurer's Executive Inspector General, 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.

13.0 DISCRIMINATORY CLUB.

The 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.

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

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

15.0 LICENSE; AUTHORIZED BIDDER OR OFFEROR.

The CONTRACTOR, directly or through its employees, shall have and maintain any license required by this Agreement. The CONTRACTOR further certifies that it is a legal entity that was authorized to do business in Illinois prior to the submission of any bid, offer, or proposal for this Agreement 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 Agreement.

17.0 RECORDS RETENTION; RIGHT TO AUDIT.

The CONTRACTOR agrees to maintain books and records related to the performance of the Agreement and necessary to support amounts charged to the State under the Agreement for a minimum of three years from the last action on the Agreement or after termination of the Agreement, whichever is longer. The 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 Officer, internal auditor and the Treasurer; the CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all requested 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.

The 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 the 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 Article 50 of the Illinois Procurement Code (30 ILCS 500/50).

19.0 LATE PAYMENTS.

Payments, including late payment charges, if any, will be paid in accordance with the Illinois Prompt Payment Act (30 ILCS 540/1) and the Illinois Administrative Code (74 Ill. Adm. Code 900). This shall be the CONTRACTOR's sole remedy for late payments by the Treasurer. Payment terms contained on the CONTRACTOR's terms or invoices shall have no force and effect.

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.

The CONTRACTOR certifies that neither it, nor any affiliate, is 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 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. The CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if the 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.

The CONTRACTOR, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies that CONTRACTOR 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 if that individual is in default of an educational loan. The CONTRACTOR further acknowledges that the Treasurer may declare the Agreement void if this certification is false or if the CONTRACTOR is determined to be in default on 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.

The 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.

The 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 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. The CONTRACTOR further acknowledges that the Treasurer may declare the Agreement void if this certification is false or if the 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.

The CONTRACTOR certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Agreement have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.

27.0 SARBANES-OXLEY ACT AND ILLINOIS SECURITIES LAW.

The 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 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). The CONTRACTOR further acknowledges that the Treasurer may declare the agreement void if this certification is false or if the 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.

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

30.0 MOST FAVORABLE TERMS.

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

under the Agreement between the Treasurer and the CONTRACTOR. The CONTRACTOR shall promptly notify the Treasurer in any event where such more favorable terms should apply.

31.0 BOARD OF ELECTIONS REGISTRATION.

The CONTRACTOR certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). The CONTRACTOR will not make a political contribution that will violate these requirements.

In accordance with Section 20-160 of the Illinois Procurement Code, the CONTRACTOR certifies as applicable:

_____ The CONTRACTOR is **not required to register** as a business entity with the State Board of Elections.

(or)

_____ The CONTRACTOR **has registered** as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration.

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 (410 ILCS 45). The CONTRACTOR further acknowledges that the Treasurer may declare the Agreement or any related 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, and prohibits a contractor from retaining a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement.

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:

- a. 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
- b. 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:

39.0 STEEL PRODUCTS.

The CONTRACTOR certifies steel products used or supplied in the performance of a contract with the Treasurer for public works shall be manufactured or produced in the United States, unless the Treasurer grants an exception. 30 ILCS 565.

40.0 PRINTING.

The CONTRACTOR certifies the following regarding any printing services provided pursuant to this Agreement:

- a. All books, pamphlets, documents, and reports published through or by the State of Illinois or any State agency, board, or commission shall have printed thereon "Printed by authority of the State of Illinois", the date of each publication, the number of copies printed, and the printing order number. 30 ILCS 500/20-105.
- b. No publication may have written, stamped, or printed on it, or attached to it, "Compliments of (naming a person)" or any words of similar import. 30 ILCS 500/20-105.
- c. Every printed annual report produced pursuant to the Agreement shall bear a statement indicating whether it was printed by the State of Illinois or by contract and indicating the printing cost per copy and the number of copies printed. 30 ILCS 500/25-55.
- d. Any offset printing under this Agreement shall utilize soybean oil-based ink or vegetable oil-based ink unless the Treasurer's Chief Procurement Officer determines that another type of ink is required to assure high quality and reasonable pricing of the printed product. 30 ILCS 500/45-15.

41.0 INFORMATION TECHNOLOGY ACCESSIBILITY.

The CONTRACTOR certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this Agreement comply with the

applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.

42.0 CYBERSECURITY.

The CONTRACTOR certifies that CONTRACTOR's products have not been prohibited for purchase by federal agencies pursuant to a United States Department of Homeland Security Binding Operational Directive. 30 ILCS 500/25-90.

43.0 EQUAL OPPORTUNITY.

The Department of Human Rights' Equal Opportunity requirements are incorporated by reference (44. Ill. Adm. Code 750.20).

44.0 FREEDOM OF INFORMATION ACT.

The Agreement and all related public records, as defined by the Illinois Freedom of Information Act ("FOIA")(5 ILCS 140) maintained by, provided to or required to be provided to the Treasurer may be subject to FOIA notwithstanding any other provision to the contrary that may be found in this Agreement.

45.0 DOMESTIC PRODUCTS.

The CONTRACTOR certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the Agreement or a subcontract that are manufactured in the United States, or in Illinois, where applicable. 30 ILCS 517.

46.0 EXPATRIATED ENTITIES.

Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act (35 ILCS 5), shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

47.0 WARRANTIES.

- a. The CONTRACTOR warrants that the supplies furnished under this Agreement will: (i) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the CONTRACTOR and agreed to by the Treasurer, including but not limited to all specifications attached as exhibits hereto; (ii) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (iii) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (iv) be of good title and be free and clear of all liens and encumbrances; and (v) not infringe on any patent, copyright or other intellectual

property rights of any third party. The CONTRACTOR agrees to reimburse the Treasurer for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

- b. The CONTRACTOR shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the Treasurer's payment, acceptance, inspection or failure to inspect the supplies.

48.0 VACANCIES.

The CONTRACTOR certifies that, for the duration of this Agreement, it:

- a. will post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- b. will provide an online link to these employment vacancies so that this link is accessible through the <https://illinoisjoblink.illinois.gov/> website or its successor system; or
- c. is exempt from Section 1005-47 of the Civil Administrative Code (20 ILCS 1005/1005-47) because the Agreement is for construction-related services as that term is defined in Section 1-15.20 of the Procurement Code; or the Agreement is for construction and CONTRACTOR is a party to a contract with a bona fide labor organization and performs construction.

49.0 MINORITY CONTRACTOR INITIATIVE.

Any vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15 to cover expenses related to this initiative. The Comptroller shall deduct the fee from the first check issued to the CONTRACTOR under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

50.0 PREVAILING WAGE.

As a condition of receiving payment the CONTRACTOR must (a) be in compliance with the Agreement, (b) pay its employees prevailing wages when required by law, (c) pay its suppliers and subcontractors according to the terms of their respective contracts, and (d) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. Current prevailing wages are available on the Illinois Department of Labor's official website, which shall be deemed proper notification of any rate changes under this Section. The CONTRACTOR is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements.

51.0 EMPLOYMENT TAX CREDIT.

Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216-217. Please contact the Illinois Department of Revenue for information about tax credits. Prospective contractors are encouraged to hire qualified veterans as well as

qualified Illinois minorities, women, persons with disabilities and residents discharged from any Illinois adult correctional center and those who do may be eligible for tax credits pursuant to Section 216 and 217 of the Illinois Income Tax Act (35 ILCS 5/216 and 217).

52.0 COLLECTIVE BARGAINING.

In the event that CONTRACTOR is a successor contractor to another vendor providing the services covered by this Agreement and the employees of that vendor who provided those services are covered by a collective bargaining agreement, the CONTRACTOR certifies (a) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the Agreement subject to its bid or offer; and (b) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this Agreement. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

53.0 SPECIFICATIONS.

The CONTRACTOR certifies it is not barred from having a contract with the Treasurer based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information) (30 ILCS 500/50-10(b), 30 ILCS 500/50-10.5(e)).

54.0 INVOICING.

By submitting an invoice, the CONTRACTOR certifies that the supplies or services provided meet all requirements of the Agreement, and the amount billed and expenses incurred are as allowed in the Agreement. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the Treasurer no later than July 31 of that year; otherwise the CONTRACTOR may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

- a. The CONTRACTOR shall not bill for any taxes unless accompanied by proof that the Treasurer is subject to the tax. If necessary, the CONTRACTOR may request the Treasurer's tax exemption number.
- b. The CONTRACTOR shall invoice at the completion of the Agreement unless invoicing is tied in the Agreement to milestones, deliverables, or other invoicing requirements agreed to in the Agreement.

55.0 SUBCONTRACTORS.

These Illinois State Treasurer Certifications, in their entirety, apply to subcontractors used on this Agreement. The CONTRACTOR shall include these Certifications in any subcontract used

in the performance of the Agreement and shall provide a copy, completed by any such subcontractor, to the Treasurer.

56.0 CONTINUING COMPLIANCE.

The CONTRACTOR acknowledges and agrees that any contractor or subcontractor that has entered into a contract for more than one year in duration for the initial term or any renewal term shall certify, by January 1 of each fiscal year covered by the Agreement after the initial fiscal year, any changes that affect its ability to satisfy the requirements of Article 50 of the Procurement Code pertaining to eligibility for contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its Certifications a detailed explanation of the circumstances leading to the change in certification status. If a contractor or subcontractor continues to meet all requirements of this Article, it shall not be required to submit any certification or if the work under the contract has been substantially completed before contract expiration, but the contract has not yet expired. A contractor or subcontractor that makes a false statement material to these Certifications is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Illinois False Claims Act for submission of a false claim. 30 ILCS 500/50-2.

<< SIGNATURE PAGE FOLLOWS >>

These certifications are submitted by the CONTRACTOR listed below. The CONTRACTOR acknowledges and agrees that compliance with these certifications in their entirety for the term of the Agreement and any extensions or renewals is a material requirement and condition of the Agreement. By executing the Agreement, the CONTRACTOR certifies compliance with these certifications in their entirety and that it is under a continuing obligation to remain in compliance and report any non-compliance.

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 the small purchase limit established pursuant to 44 Ill. Adm. Code 1400.2020(a).

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 State or any county clerk in the State of Illinois, or any political action committee with either the Secretary of State or the Federal Board of Elections. | Yes
_____ | No
_____ |

j.	Relationship to anyone; spouse, father, mother, son, or daughter, who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	Yes _____	No _____
----	--	--------------	-------------

This disclosure is submitted on behalf of

(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

Name (printed) _____ Title _____

Signature _____ Date _____

DISCLOSURES

OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

(Disclosure Form B)

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

Contractor/offers 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 the small purchase limit established pursuant to 44 Ill. Adm. Code 1400.2020(a).

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

- a. Contractor/offers 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/offers 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/Offers)

Official authorized to sign on behalf of contractor/offers:

Name (printed) _____ Title _____

Signature _____ Date _____

Appendix B

Minimum Mandatory Service Requirements

_____ (“Respondent Name”) attests that it can provide all Services described in Section III (“Services”) of the RFP. Respondent acknowledges that the Services are part of the mandatory requirements of the RFP. Respondent acknowledges that failure to attest to its ability to provide the Services shall lead to automatic disqualification. Notwithstanding the foregoing, a Respondent will not be disqualified solely for its response to Question 19 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.

_____ (“Respondent Name”) is filling out this Appendix B to:

1. Answer Question 19, specifically with regard to “other processes or alternative options,” and
2. Attest to the Respondent’s ability to provide the Services.

Respondent is able to provide the Service described in RFP Section III.A.1.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.A.2.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.A.3.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.1.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.2.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.3.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.4.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.5.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.6.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.7.a.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.7.b.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.7.c.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.7.d.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.8.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.9.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.10.	Yes ☐	No ☐

Respondent is able to provide the Service described in RFP Section III.B.11.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.12.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.13.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.14.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.15.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.16.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.17.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.18.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.19.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.20.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.21.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.22.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.23.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.24.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.25.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.26.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.27.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.1.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.2.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.3.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.4.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.5.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.6.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.B.7.a.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.7.b.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.7.c.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.7.d.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.7.e.	Yes ☐	No ☐

Respondent is able to provide the Service described in RFP Section III.C.8.a.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.8.b.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.9.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.10.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.11.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.12.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.13.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.14.a.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.14.b.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.15.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.16.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.17.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.18.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.19.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.20.	Yes ☐	No ☐
Respondent is able to provide the Service described in RFP Section III.C.21.	Yes ☐	No ☐

The following table is only for those Respondents answering Question 19. Please fill out the following for any 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 PAGE FOLLOWS >>

SIGNATURE: _____

NAME: _____

TITLE: _____

COMPANY (Respondent): _____

DATE: _____

Appendix C - Cost Proposal

Illinois ePAY

Service Description	Unit Price	Frequency*
<i>General Account Services</i>		
Option 1 - Account Maintenance		Per month/direct debit
Option 2 - Account Maintenance		Per month/invoice
Debits/Credits		Per item
Earnings Credit Rate (%)		
Overdraft fee		Per item
<i>Additonal Banking Services</i>		
<i>Depository Services</i>		
Items Deposited		Per item
Returned Item Redeposit		Per item
Deposited Item Returned		Per item
Remote Capture Implementation Fee		Per user
Remote Capture Maintenance		Per month
Remote Capture		Per item
<i>Disbursement Services</i>		
Checks Paid		Per item
Stop Payment		Per item
Positive Pay Maintenance		monthly
Positive Pay Maintenance		Per item
<i>ACH Services</i>		
ACH Maintenance		per month
ACH Origination - Debit/Credit		per item
ACH Debit/Credit Received		per item
ACH Return		per item
ACH Notification of change		per item
ACH Debit Block		per account
<i>Wire Transfer Services</i>		
Incoming wire transfer		Per wire
Outgoing Wire Transfer		Per wire
<i>Information Reporting Service</i>		
Internet Cash Management		Per entity and per user
<i>Miscellaneous Services</i>		
Research		Specify per hour or per item
<i>Other services</i>		

Please itemize any additional fees that are reasonably anticipated for the services described in the RFP

* Frequency: bidder may specify a different frequency for the charges

Appendix D

Account Analysis (821 EDI Format)

ISA*00* *00* *ZZ*0000000000000000*ZZ*
*050202*0858*U*00304*000000000*0*T*>\

GS*AA*0000000000000000**050202*0858*000000000*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*.Average 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*0000000000\
IEA*1*0000000000\