



OFFICE OF THE ILLINOIS STATE TREASURER
MICHAEL W. FRERICHS

Request for Proposals

Electronic Payment Processing Services

370-300-24-009

February 29, 2024

Proposals due before 2:00 p.m. CT on April 10, 2024

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I. OVERVIEW

The Office of the Illinois State Treasurer (“Treasurer”) is issuing this Request for Proposals (“RFP”) for a credit/debit card and electronic check (“E-check”) payment processing vendor to provide electronic payment services through point-of-sale (“POS”), internet, and Interactive Voice Response via telephone (“IVR”) for the Illinois ePAY program (“ePAY”) to ePAY Participants (“Participants”).

The successful Respondent (“Contractor”) shall assist the Treasurer in providing the following core services: (1) electronic payments processing, (2) funding and settlement, (3) customer service, (4) marketing, (5) reporting capabilities, and (6) integration capabilities. The Treasurer seeks a unified Proposal that offers to provide all the core services through the Contractor, with any subcontractors desired by the Contractor requiring Treasurer approval before the subcontractor performs any services.

The Contractor shall enter into a contract with the Treasurer (“Agreement”) for an initial term of six (6) years. Upon expiration of this term, the Treasurer may elect to extend the Agreement for a period of time agreed upon by the parties, not to exceed a total of ten (10) years, including the initial six (6) years.

II. BACKGROUND

The Treasurer operates two treasury management services on behalf of local and state government agencies. ePAY serves as a stand-alone program. 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 following 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 (“PCI DSS”).

ePAY can also be utilized alongside the The Illinois Funds (“The Fund”), a local government investment pool (“LGIP”), that provides units of local and state government in Illinois a safe, liquid, competitive investment alternative pursuant to Section 17 of the State Treasurer Act, 15 ILCS 505/17. Since 1975, over 1,500 local and state government agencies have voluntarily participated in The Fund. The Fund is the largest LGIP in the state with \$12-20 billion pooled from public entities from across the state, including:

1. County governments;
2. Municipalities;
3. Townships;
4. Education agencies (i.e., school districts, libraries, etc.);
5. Colleges & universities;
6. Special taxing districts;

7. State agencies;
8. Public utilities; and,
9. Public pensions.

The Fund receives no appropriations from the State of Illinois.

Today, ePAY has approximately 500 Participant accounts including a large school district with over 500 individual schools and approximately 3,000 operating merchant identification numbers (“MIDs”). A listing of Participant types and processing volumes can be found in Appendix B of this RFP.

ePAY administrative functions detailed below are provided by the Treasurer in partnership with NCR Payment Solutions, LLC, the current ePAY vendor (“Current Vendor”). As further described in this RFP and including additional functions laid out herein, the Treasurer seeks these functions through the Agreement resulting from this RFP.

A. Electronic Payments Processing

ePAY helps Participants achieve economies of scale by pooling processing volumes to obtain services at a cost lower than what could be achieved individually in the marketplace. In addition, ePAY allows Participants the option to pass on the costs of processing fees to their Customers, versus absorbing those costs.

The payment solutions listed below integrate seamlessly with third-party software and accounting systems. ePAY has approximately thirty (30) third-party integration partners with the Current Vendor. As an example, if a Participant tracks customer account data using internal accounting software, ePAY can build a website and reports that directly integrate with that software. Examples of accounting software that Participants currently use include MuniLink and LOCIS, which are designed for municipalities, as well as DEVNET or Fike & Fike which are designed for tax collection purposes. The following payment solutions are currently offered to Participants:

1. Internet Solutions

Participants currently have, and shall continue to have following this RFP, the ability to accept online payments via credit/debit card or E-check payments 24 hours a day, seven days a week (“24/7”) via a website/dashboard linked to the Current Vendor’s proprietary hosted platform solution (such solution, the “Platform,” and the transactions, the “Platform Transactions”). Platform Transactions may be integrated with the Platform via the following methods:

- a. An integration provided by the Participant;
- b. An integration developed by the Current Vendor for a specific Participant.

The ePAY platform/dashboard (“ePAY Dashboard”) is a webpage provided by the Current Vendor that allows for customization of Participant information, including the payment page, contact information, and content for email receipts. Participant sites can be configured to handle multiple payables. Each payable is setup with an associated processing MID. In addition, the ePAY

Dashboard can collect non-credit card data, such as traffic ticket numbers, t-shirt sizes, etc., for each payable. The ePAY Dashboard has a shopping cart function that allows Customers to purchase multiple items that use the same processing MID. The shopping cart functionality can be turned on or off by Participant request. After Customers provide the necessary data and review their cart, they click “Checkout” to be fully redirected via HTTP POST to the Current Vendor’s hosted checkout page. Data collected on the ePAY Dashboard is transferred to the Current Vendor via comma-delimited strings. The Current Vendor’s hosted checkout page collects billing and credit card/E-check information and payment authorization. Once the checkout page receives a successful authorization, the Customer is redirected to the ePAY confirmation page. This confirmation page then generates and sends a payment notification e-mail to the Customer and Participant.

An alternative internet option is for Participant to directly integrate to a secure payment service. The ePAY Dashboard offers data upload and HTTP POST API integrations. To upload data, Participants can upload their customer data into the ePAY Dashboard, which will then query the data based on a unique identifier, such as a water bill account number. For HTTP POST API integration, a Participant’s website collects the data and transfers it to the ePAY platform/application, skipping the data collection process on the ePAY Application by redirecting the customer to the Current Vendor’s hosted checkout page. Once the transaction is passed on to the checkout page, the Participant can log on to the Current Vendor’s web portal and view the status of the payment.

For internet services, once processing MIDs are provided, they are approved for implementation by the Treasurer. Once test transactions are completed by the Current Vendor to ensure proper site setup, a virtual terminal account is created for the Participant. Website development is then reviewed and finalized by the Treasurer. Website and reporting module training is also provided by the Current Vendor and the Treasurer.

2. Telephone Solutions

The ePAY IVR solution is available to Customers from anywhere in the world at any time of the day. Telephone solutions allow Participants to accept credit, debit, and E-check payments.

Telephone services require the vendor to acquire and implement the MIDs. Telephone scripts are prepared by the Current Vendor and approved by the Treasurer. After successful testing, the Participant is trained by the Current Vendor and the Treasurer on the telephone solution.

3. POS Solutions

Over-the-counter, mobile, and virtual terminal POS solutions allow Participants to accept credit card, debit card and E-check payments. POS options include a Euro, Apple Pay, Google Pay, Samsung Pay, MasterCard and Visa (“EMV”) compatible terminal that provides Point to Point Encryption (“P2PE”). The equipment currently offers multiple MID usage, integration capabilities to some third-party vendors and can be processed in a stand-alone environment or a semi-integrated one that links back to ePAY Dashboard.

POS services require the Current Vendor to acquire and implement the MIDs, integration testing, processing, and lifetime replacement warranty. POS training is performed by the Current Vendor and the Treasurer. Some Participants separately procure their POS equipment. POS downloads and technical support are made available to these Participants for implementation of externally procured equipment.

B. Funding and Settlement

ePAY distributes funding from ePAY activity into settlement accounts at outside financial institutions or at the ePAY settlement bank (“Settlement Bank”), currently Illinois National Bank, if 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 Vendor. State agency accounts, excluding locally held accounts, fund to specific ePAY accounts administered by the Treasurer, at which time the Treasurer records the appropriate transactions in the applicable internal general ledger accounts, and provides specialized reporting. As part of The Fund, Participants also have a separate investment account at a designated investment custodial bank, (“Investment Bank”), currently U.S. Bancorp Fund Services, LLC, d.b.a. U.S. Bank Global Fund Service. Investment accounts are funded, in part, by 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.

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. The Current Vendor provides all necessary information to validate the chargeback for the Participant.

C. Customer Service

Enrollment procedures are facilitated by the Treasurer. Following a consultation with the Treasurer, Participants complete the required merchant service setup forms and program enrollment documents via an online portal. The Current Vendor acquires payment processing MIDS. The Treasurer also manages quality assurance procedures throughout the enrollment process, including the coordination of training for Participants on telephone, POS and internet solutions. Depending on the services and functionality, the enrollment timeframe ranges from two (2) to six (6) weeks.

Customer or technical support is provided by a level one subcontractor currently referred to as the Help Desk “Lighthouse”, a 24/7 ticketing portal provided by the Current Vendor, and the Treasurer. The Treasurer works with the Current Vendor to address questions related to payment solutions, security, compliance or funding and settlement. The Treasurer provides ePAY customer support Monday through Friday, 8:00 a.m. to 4:00 p.m. CST and the toll-free number is operated by the Lighthouse and/or technical support teams 24 hours a day, seven days a week.

The Treasurer works with the Current Vendor to identify any needs related to industry initiatives, compliance or issues. Any service disruptions are communicated in a timely manner to Participants by the Current Vendor, including the way they will be handled.

D. Marketing

Historically, ePAY has relied on referrals and community relations, led by the Treasurer. Currently this includes partnerships, sponsorships and associational conference attendance. The Treasurer also has utilized its own website, articles in associational newsletters and magazines, social media posts, promotional items (e.g., pens, bags, etc.), marketing collateral, and consultative sales presentations. In addition to these efforts taken by the Treasurer alone, the Current Vendor also provides the Treasurer monthly funding for marketing and advertising. The Current Vendor also provides marketing design specific support for image, document and marketing material creation as needed.

E. Reporting

Participants have access to an online reporting portal provided by the Current Vendor. Participants are able to export transaction data from the online reporting portal in a variety of formats, such as XML, CSV, JSON, etc., or through a daily e-mail sent by the Current Vendor's reporting system. The Current Vendor also offers custom reporting that includes data collected on the ePAY Dashboard. Some Participants utilize integrated reporting solutions, using application program interface ("API") and reporting networks. In addition to Participant reports, the Current Vendor offers Treasurer-specific reports. The Current Vendor provides seven (7) years of prior transaction data.

1099K Reporting

The Housing and Economic Recovery Act of 2008 (Public Law 110-289, "HERA") established a requirement for payment card processing companies to report the gross amounts of their merchant's transactions to the Internal Revenue Service ("IRS"). The Current Vendor is required to file a 1099-K return reporting the gross amounts of the Participants' transactions to the IRS. HERA requires any vendors providing payment processing services to collect and verify the Tax Identification Number ("TIN") and legal name associated with that TIN for each merchant. If there was a discrepancy between the merchant's TIN and the legal name provided to the Current Vendor with the information maintained by the IRS, the IRS would require the Current Vendor to withhold 28% (backup withholding) of the merchant's future payment card transactions until the issue was resolved.

For compliance reporting, ePAY, in partnership with an additional vendor, offers PCI compliance assistance to all Participants. The Current PCI Vendor is a Qualified Service Assessor ("QSA") and Approved Scanning Vendor ("ASV") to provide these compliance services. The Current PCI Vendor maintains and reports on its own PCI compliance.

F. Current Cost Structure

As indicated above, Participants incur maintenance fees on settlement accounts at the Settlement Bank. The Current Vendor provides a \$10 credit to Participants to offset the settlement account monthly fee. Additional information on settlement bank options, including a table of the current structure, can be found at the Treasurer's website:

https://www.illinoistreasurer.gov/Local_Governments/New_Participant.

Participants may elect to pass on the costs of processing fees for credit, debit and E-check payments to Customers versus absorbing the costs. A Participant's processing fees and/or equipment costs are invoiced or debited from its settlement account on a monthly basis by the Current Vendor. The Treasurer currently does not have high volume pricing.

With the exception of some state agencies, POS terminals are purchased directly from the Current Vendor by the Participant unless included in pricing setup or allocated for free by Current Vendor.

G. Additional Objectives

In addition to the current offerings as described in the preceding paragraphs of this Section, ePAY plans to grow the program and Participant base through this RFP by leveraging the Contractor's expertise and capabilities. Below are the key objectives for ePAY growth:

1. Leverage the Contractor's customer service capabilities, including electronic communication processes to not only benefit the Treasurer but the Participant's ability to communicate with their Customers;
2. Offer the ability to enter start and stop dates for a specific payment type since several participants have items that are only "purchased/paid" for a limited time. For example: Real estate taxes, prom tickets, fundraisers, etc.;
3. Leverage the Contractor's integration abilities to increase the amount of integration partners and options that are available to ePAY Participants;
4. Leverage the Contractor's abilities to provide the acceptance of gift cards;
5. Grow promotional efforts through the development and launch of a more robust marketing plan and budget; and
6. Leverage the Contractor's PCI compliance tracking and support capabilities to increase the marketability of the benefits of processing through ePAY.

III. SCOPE OF WORK

In compliance with all federal and State laws and regulations, the Contractor will be required to provide the services listed in Sections III.A through III.H (“Required Services”). The Treasurer may elect to contract for the services in Section III.I (“Optional Services”) (collectively, the “Services”):

A. Electronic Processing Services

1. Accept all major card brands, namely Visa, MasterCard, Discover and American Express, Apple Pay, Google Pay, Samsung Pay, and E-checks for all Participants;
2. Processing transactions that are integrated with the Platform. Platform Transactions may be integrated with the Platform via the following methods:
 - a. an integration provided by the Treasurer;
 - b. an integration provided by the Participant; or
 - c. an integration developed by the Contractor for a specific Participant, which may include, at the direction of the Treasurer, first working collaboratively and in good faith with a requesting Participant (or potential Participant) to assess and determine the feasibility of developing such an integration.
3. Processing transactions via POS equipment, IVR, and/or the internet that do not integrate with the Platform;
4. Permit any Participant to absorb (such Participant, an “Absorbing Participant”) or pass through (such Participant, a “Passing Participant”) processing fees;
5. Provide enrollment capabilities, including online application and electronic signature functionality, that allow the Treasurer to review enrollments for quality control purposes prior to set-up of a Participant by the Contractor;
6. Provide the Treasurer direct access to the Contractor’s enrollment and reporting portals;
7. Update the Treasurer and provide insight on new technology, security and industry trends in order to maintain and advance the suite of provided services;
8. Sell or rent to Participants in accordance with the Cost Proposal, attached hereto as Appendix C, all equipment and items necessary for POS service, including, but not limited to, the following: Card swipe/E-check terminals/check scanners, EMV capable terminals with P2PE certifications, printers, debit pin pads, and mobile terminals; near-field communication (where applicable); virtual terminals; swivels/stands; terminal paper/supplies; equipment instruction manuals; equipment warranty information; and window/counter displays that show card brand and device type acceptance (“Supported Devices”), see Appendix D;

9. Manage implementation of and service of Supported Devices. Contractor shall use PCI certified equipment and have Qualified Integrator and Reseller (“QIR”) staff available to assist with implementation and service of POS equipment;
10. Provide Participants with a lifetime warranty, which includes full replacement, for all Supported Devices Contractor provides, sells, exchanges, or rents to Participants;
11. Provide Participants the ability to void or reverse any transaction;
12. Ensure all Platform Transactions provide individual check-out pages per MID and limit PCI scope for supported transactions to the lowest level possible for e-commerce;
13. Receive and respond to all retrievals and chargebacks on behalf of all Participants. The Contractor shall only reach out to Participants regarding retrievals and chargebacks if documentation is needed to resolve the claim and only debit the Participant if the chargeback claim is lost;
14. Provide the Treasurer a QSA assessment of Contractor’s encryption solution(s). If the Contractor updates or materially alters its encryption solution(s), the Contractor shall provide the Treasurer a new QSA that reflects such updates or alterations;
15. Provide an API, which provides the ability for the Treasurer and Participants to integrate mobile payment applications;
16. Provide an ePAY Dashboard/Platform, with the ability for Participants to utilize one or more of the following three methods:
 - a. Fully Hosted Integration: Under a fully hosted integration, all activity associated with accepting/submitted a payment is on vendor’s web pages/user interface and servers. All payment information is displayed exclusively on vendor’s screens, limiting the PCI scope and risk to ePAY participants. Vendor is in complete control of development schedule.
 - b. Redirect API Integration: Payment data is entered into the graphical user interface (“GUI”), system routes data and validates the payment information and arrives back to the customer with a post back response. Under payment redirect integration, third party software system develops the interface to vendor’s processing portal. Payments are processed real time through vendor’s API utilizing web service calls.
 - c. Data File Integration: ePAY uses an automated file import and export process via Secure File Transfer Protocol (“SFTP”) to be able to support data validation and real time payment authorization. Vendor must produce an export file that can use an automated process, on a time interval acceptable to the IL participant, to post back all transaction data to the IL participant’s system.

17. All information technology, including electronic information, software, systems, and equipment, developed or provided under this contract or procurement must comply with the applicable requirements of the Illinois Information Technology Accessibility Act (30 ILCS 587) Standards as published at <https://doit.illinois.gov/accessibility/iitaa>.

B. Settlement Services

1. Originate settlement for all payments by Customers to Participants on or before 12:00 a.m. CT for transactions that occurred on the prior business day with funding to the appropriate settlement account within two (2) business days;
2. For Absorbing Participants, settle fees on a monthly basis in accordance with the Cost Schedule and the most up-to-date Visa, MasterCard, Discover, and American Express and any other future or alternate card types (collectively, the “Card Brands”) interchange rates, dues, assessments, and any other pass-through fees from the Card Brands (collectively, the “Interchange Fees”). For applicable Passing Participants, the Contractor shall settle fees on a monthly basis in accordance with the Cost Proposal;
3. Send settlement files to the Settlement Bank in a standard banking format, approved by the Treasurer. Such settlement files must provide the addenda information necessary for the Treasurer to reconcile funds with the State ledger;
4. Allow applicable costs and fees to be paid via auto debit or through an invoice to the Participant;
5. Reimburse Participants for any banking fees and/or loss of interest that are incurred due to Contractor’s or its subcontractor’s error in the clearing and settlement of any credit card and E-check payments;
6. For Participants that elect to utilize the ePAY settlement account and Illinois Funds sweep, reimburse such Participants for the cost of one of the Settlement Bank’s monthly Account Maintenance Fees per Participant, via a monthly credit to the Participant’s Settlement Bank Account; and
7. In addition to the reimbursements set forth in Section III.B.6 above, reimburse the cost of up to one hundred (100) monthly Account Maintenance Fees per month, via a monthly credit for those Settlement Bank Participants requested by the Treasurer.

C. Reporting Services

1. All ePAY reports shall meet the following requirements:
 - a. Exportable in the following file formats: .csv; .xml; .pdf; .html; .xls; and .tab;
 - b. Retained by the Contractor for seven (7) years from the report’s creation date;

- c. Including all identifiers, including date generated and page numbers, with headings within the report(s);
 - d. Accessible by the Treasurer, regardless of whether it is created for or transmitted to a Participant or Customer;
 - e. Correctable, in the event of an error, and includes a disclaimer that the report has been corrected for audit purposes;
 - f. Customizable by the Treasurer and Participant, including without limitation the ability to pull a report by payment type and/or category or by other data collected during the transaction; and
 - g. Able to be sent daily by email to more than one email address.
2. Provide Participants the following types of reports:
- a. Sole Source Reports: Reports that provide a summary as well as transaction-specific details for all payments made by every card type or source of payment through every payment processing channel the Participant utilizes;
 - b. Customizable Reports: Reports that can be customized for the Participant and delivered via email, FTP, online reporting tool, and/or any other method agreed upon by the Contractor and Participant;
 - c. Origination and Settlement Reports: Reports that provide a summary as well as transaction-specific details for all deposits, credit card/E-check settlements or returns, and chargeback activity;
 - d. Payment Transaction Qualifying Report: Reports that allow an Absorbing Participant to track transactions by interchange processing fees or fee categories; and
 - e. Retrieval and Chargeback Reports: Reports that list all retrieval requests and chargebacks related to their processing. This shall include original retrieval and chargeback documentation initiated by the Customer and/or the credit card issuer.
3. Provide Customers the following:
- a. A confirmation number at the end of an approved telephone payment. If the payment is declined, provide a message that indicates the cause for the decline;
 - b. A confirmation number for an approved internet payment. If the payment is declined, provide a clear message that indicates the cause for the decline;

- c. An email that is immediately sent to a Customer for internet payments, indicating whether his/her payment has been approved or declined. Customer information and data regarding the charge shall be included in the email for receipt purposes;
 - d. Notification of any returned E-check for internet and POS payments; and
 - e. A receipt for any POS transaction by email, if elected by the Customer.
4. Provide the Treasurer the following types of reports:
- a. Sole Source Transactional Reports: Reports shall list all payments made by every card type or source of payment through every payment processing channel. Contractor shall make these reports available by MID, Participant hierarchy, payment channel, routing number, absorbing or passing fee, and card brand;
 - b. Sole Source Merchant Setup Reports: Reports shall list all Contractor-provided and externally procured POS equipment and third-party integrations. Contractor shall make these reports available by MID, Participant hierarchy, payment channel, routing number, and card brand;
 - c. Monthly Customer Reports: Reports shall include the following: the names of all Customers that used Platform Transactions who do not opt-out of receiving marketing materials, all such Customers' phone numbers, zip codes, and email addresses.
 - d. Performance Reports: Monthly performance reports including the information in this Section III.C.4.d shall be sent to the Treasurer by the tenth (10th) of the month with information regarding the preceding month. Contractor shall also provide reports at the end of a calendar year and the end of a fiscal year (ending June 30th), summarizing all information for the preceding year, by the tenth (10th) of the month following the end of the year. Monthly, calendar year end, and fiscal year end performance reports shall include, but are not limited to, the following:
 - i. Total ePAY transactions, broken down by individual Participant volume, with the ability to be sorted by payment channel and payment type;
 - ii. Total ePAY Revenue generated for the Treasurer from processing Services, broken down by individual Participant;
 - iii. Total number of retrievals/chargebacks for ePAY and by each Participant;
 - iv. Total number of Participant enrollments and closures;
 - v. IVR call volume;

- vi. Number of enrollment requests received;
 - vii. Average enrollment timeframe;
 - viii. Number of closure requests received;
 - ix. Average closure timeframe;
 - x. Number of change of information requests received;
 - xi. Average change of information implementation timeframe;
 - xii. Number of Service outages;
 - xiii. Average length of Service outage;
 - xiv. Number of funding delays;
 - xv. Average impact amount caused by funding delays;
 - xvi. Average time between issue acknowledgement and resolution; and
 - xvii. Any other data requested by the Treasurer.
- e. Participants' Retrieval and Chargeback Reports: Reports shall list all retrieval requests and chargebacks related to their processing. This shall include original retrieval and chargeback documentation initiated by the Customer and/or the credit card issuer; and
- f. Enrollment Report: Report that details all ePAY enrollments, including any MID updates for processing, funding, settlement, and unauthorized use of an ePAY enrollment MID.
5. Provide each Participant an accurate 1099K for reporting purposes and file the Participants' accurate 1099K with the IRS by the due date;
 6. Maintain and report, no less than thirty (30) days before its PCI compliance deadline, its PCI compliance to the Treasurer;
 7. Provide the Treasurer the information and supporting documentation requested by the Treasurer, Participants, and Participants' third-party ePAY integration service providers necessary in connection with their respective annual PCI assessments, including a detailed listing of the Services Contractor provides ePAY and their associated PCI scope.
 8. Provide the Treasurer with access to all Participant usage and equipment data, including but not limited to, type of pricing, IVR number, POS equipment type including serial

numbers, terminal IDs, maintenance and added services, and documentation of any other updates or changes to service and set up.

D. Customer Service

1. Provide a team to provide customer service to the Treasurer (“Customer Service Team”). Within the Customer Service Team, a minimum of two (2) of Contractor’s employees shall be fully dedicated to ePAY, one (1) of whom shall be a project manager, who is available to the Treasurer 24-hours a day, 7-days a week, 365-days a year. The Customer Service Team shall be able to provide assistance on the following topics:
 - a. Technical support, including, but not limited to, third-party integration, equipment, websites, and testing;
 - b. ePAY enrollment;
 - c. ePAY marketing;
 - d. Customer service for Participants and Customers;
 - e. Operational communications; and
 - f. Accounting for the funding and settlement of ePAY transactions.
2. Report to the Treasurer any change in its personnel that could potentially impact the Treasurer;
3. Provide the Treasurer the ability to log into the Contractor’s Customer Relationship Management (“CRM”) system and have “view” access for ticketing and resolution of Participant and/or Customer issues;
4. Provide for Participants’ use, a toll-free phone number that is available 24/7, 365-days a year and an email address for customer service (collectively, “Customer Service”). The Contractor shall use commercially reasonable efforts to resolve all Customer Service issues within 48-hours. Customer Service shall cover the following topics:
 - a. Equipment/software installment and troubleshooting;
 - b. Phone scripts;
 - c. Maintenance of direct integration;
 - d. Participants’ reports;
 - e. Accounting for the funding and settlement of ePAY transactions; and
 - f. Reconciliation and chargeback/dispute resolution.

5. Staff the Participant's toll-free number with an Illinois-based call center ("Illinois Help Desk"), subject to the approval of the Treasurer. With some exceptions, all calls shall go to the Illinois Help Desk. The Illinois Help Desk shall use a warm transfer to elevate any Participants that require additional expertise, depending upon the issue, to the Treasurer or another call center ("Elevated Help Desk") (the Illinois Help Desk and Elevated Help Desk shall collectively be, the "Help Desks"). The Elevated Help Desk may be staffed anywhere in the United States of America. The Treasurer may identify specific Participants who shall have direct access to the Elevated Help Desk. The Contractor shall sufficiently staff the Help Desks from 8:00 am through 5:00 pm Central Time ("Business Hours"), provide the staff with sufficient training regarding ePAY and the Services to assist Participants, and have at least one (1) supervisory employee available to provide Participants assistance during Business Hours. The Help Desks may utilize a voice mail service in lieu of live agents outside of the Business Hours; and
6. Communicate any service disruptions in a timely manner to the Treasurer and Participants, including the manner in which the disruption will be remedied and a projected timeframe.

E. Meetings and Training

1. Provide the Treasurer the following types of training:
 - a. Annual on-site training and training materials that cover the Services and their features, ePAY enrollment procedures, applicable industry requirements and maintenance of Services;
 - b. Timely information and/or training about material industry, regulatory, or technological trends, updates, or requirements and the corresponding recommendations for changes in Services, if any. Presentation of the risks and benefits of any recommendations shall also be included; and
 - c. Telephone or online training on various ePAY related topics and various electronic payment industry related informational topics, as requested by the Treasurer.
2. Conduct on-site quarterly planning meetings in Springfield, Illinois to review and make recommendations on the structure, organization, and strategies for ePAY. During such meetings, the Contractor shall provide the following:
 - a. Summary of ePAY performance, as detailed in the monthly performance reports;
 - b. Reports on the performance of the Help Desks, based at a minimum on the following Help Desk Performance Standards:
 - i. During Business Hours, the Help Desks shall resolve 95% of issues presented by Participant phone calls within twenty-four (24) hours of receipt; and

- ii. During Business Hours, the Help Desks shall resolve 98% of issues presented by Participant phone calls within forty-eight (48) hours or receipt.
 - c. Training on any new industry products, legal mandates, updates, trends, or industry requirements; and
 - d. Summary of Contractor's provision of the Services and recommendations for changes, if any, to the Services and/or the manner in which the Contractor provides the Services, given the then current environment and a discussion on the risks and benefits of any such recommendations.
3. Conduct an annual review of the Services and ePAY processes and provide best practice recommendations; and
 4. Conduct annual business review meetings with key Participants and the Treasurer, as requested by the Treasurer.

F. Transition Plan

1. Provide the Treasurer a project manager to assist in planning and execution of a transition plan. The transition plan shall include the following:
 - a. A project charter that outlines the objectives for enrollment, quality control, development, testing, integration, and communications;
 - b. A project schedule that provides key milestones and proposed procedures to ensure projected timeline is met;
 - c. A risk management plan, including proposed risk responses;
 - d. Test environments for testing and validation of fixes prior to migration to production;
 - e. A technical support team available to support Participants and the products they are integrating with as they roll out the solution;
 - f. An individual go-live check list for use in agency cutovers;
 - g. A list of the transition team members and each member's role and responsibilities; and
 - h. A table that lists each Participant's new MID and its old MID.
2. Provide the Treasurer with regular communications and updates regarding the status of the transition and the transition plan.

G. Marketing

1. Assist the Treasurer in its ePAY marketing efforts by providing expertise via Contractor's internal resources regarding best practices in targeting any unit of State or local government that is not enrolled in ePAY ("Eligible Entity") and growing existing relationships;
2. Analyze Participants' databases to identify usage trends and marketing opportunities;
3. Facilitate a marketing segmentation analysis to better target Participants and/or Eligible Entities;
4. Provide the Treasurer advertising and communications expertise regarding design, creation, and dissemination of effective marketing campaigns to Eligible Entities;
5. Assist the Treasurer in the creative design of ePAY marketing materials, including, but not limited to, logo, websites, and flyers; and
6. Provide monthly contributions to the Treasurer's ePAY marketing budget.

H. Annual Equipment Allowance and Participant Equipment

1. The Treasurer will receive a \$10,000 credit for each calendar year of the term of the Agreement (including any renewal term) to be applied towards any Participant costs related to ePAY services of the Treasurer's choosing (the "Annual Equipment Allowance"). If the entire Annual Equipment Allowance is not used within a calendar year (January 1 – December 31), the remaining amount will be forfeited and will not roll over toward the next calendar year;
2. Contractor shall also provide the following in relation to Participant POS equipment:
 - a. During transition (if applicable) each participant will receive a device of identical or similar functionality, in the sole opinion of the Treasurer ("Like Device"), according to listing found in Appendix D, to replace their current equipment. Contractor shall swap each one at no cost to the Participant to ensure they remain at their current number of devices;
 - b. Upon initial enrollment, provide the Participant with one (1) device at no cost and one (1) additional device per each \$300,000 in estimated annual processing volume at no additional charge to the Participant or at the request of the Treasurer (in reference to equipment allowance above). Contractor may, in its discretion, provide the referenced equipment at no additional cost;
 - c. Provide the ability for a Participant to purchase or rent equipment;
 - d. If Contractor determines a Supported Device is defective after Contractor has attempted to troubleshoot with Participant, Contractor shall replace the affected Supported Device(s) with a Like Device(s) at no additional cost unless Participant

required expedited shipping, in which case the expedited shipping can be paid for by the Participant; and

- e. Contractor will provide free software updates for all devices as needed to ensure up to date and current payment processing options.

I. Optional Services

1. Provide all Participants with PCI compliance assistance and support through Contractor's QSA and ASV service contract without the use of an additional vendor contract that requires any action by the Treasurer;
2. If the provision of PCI compliance assistance and support through Contractor's QSA and ASV service contract is not available, provide the Treasurer monthly monetary contributions for use in providing Participants PCI compliance services;
3. Allow Participants the ability to accept gift cards, either via POS or internet; and
4. Offline Capabilities for POS systems: In case of internet outages, the POS system should have the ability to continue processing transactions offline and sync data once the connection is restored.

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 may 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 Experience”) and be numbered in the order provided in Section IV.B of this RFP.
6. Service Team – Provide an organizational chart, biographies, and resumes for the proposed Service team, including 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), attached as Appendix A.
9. Cost Proposal – Respondent’s price (“Cost Proposal”) shall be provided in a separately sealed envelope or, if the Proposal is submitted via email, as a separate attachment, and should be submitted in the format included as Appendix C of this RFP.
10. Redacted Copy – If the Proposal contains any information that Respondent considers to be exempt from public disclosure under the Illinois Freedom of Information Act (“FOIA”) (5 ILCS 140) or other applicable laws and rules, Respondent should submit in a separately sealed envelope an additional copy of the Proposal with proposed confidential information redacted, as detailed in Section V.E.10 of this RFP (“Redacted Copy”). If the Proposal is submitted via email, any Redacted Copy must be submitted as a separate attachment.

Proposals submitted in hard-copy form must be submitted in a sealed envelope or package bearing the title “Request for Proposals Electronic Payment Processing Services 370-300-24-009 for the Office of the Illinois State Treasurer” and the Respondent’s name and address. The package must include one (1) original and five (5) copies of the Proposal and, in a separate envelope one (1) original and five (5) copies of the Cost Proposal. If confidentiality of any information is asserted, one (1) Redacted Copy should be provided in an additional separate envelope. The package must also contain a thumb drive(s) containing electronic copies of the Proposal, Cost Proposal, and Redacted Copy.

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

B. Questions to be Addressed in the Proposal

Background and Experience

1. Please provide the year Respondent was established and give a brief history of Respondent.
2. Please provide Respondent's name, and the name, title, address, phone number, fax number, and email address of the individual who will be the Treasurer's primary contact.
3. Please provide the address and website of Respondent's headquarters and all branch offices.
4. Please identify all of Respondent's lines of business, products, and services.
5. Please provide a brief description of Respondent's plans for growth, such as personnel growth over the next three-to-five (3-5) years.
6. Please comment on the financial solvency of Respondent. Do you have any company debt?
7. Please give succession plans for key employees and for Respondent's proposed team (provided under Question 14) for the next five (5) years, including if retirements are planned.
8. What is Respondent's current ownership structure? Please include employees at all levels.
9. Who are the principals and/or directors? How long has each been with Respondent?
10. What provisions are in place to promote the retention of principals and/or directors?
11. Please describe Respondent's professional turnover for the last five years, citing reasons for each departure. Please focus on principals and directors as well as any team member that will be, or would have been but for departure, involved in providing the Services.
12. Are any new hires expected in the near term? Please explain at what level these new hires are expected. Please focus on principals and directors as well as any team members that would be involved in providing the Services.
13. Please describe any significant changes in the organizational structure, ownership or management of Respondent over the past three (3) years.
14. Please provide a summary organizational chart showing Respondent's proposed team. Describe the role of each key person.
15. Please provide three (3) current or past client references and state Respondent's name, its website (if any), a point of contact, physical address, telephone number, e-mail address,

and the scope of work Respondent provided. The client references should be similar in size to ePAY.

16. Please provide a listing of Illinois governmental entities, if any, to which Respondent currently provide services that are similar to those described in this RFP.
17. Please provide a listing of governmental entities, similar in size to ePAY, to which Respondent currently provides services that are similar to those described in this RFP.
18. What existing or potential relationships do you have that could impact Respondent's ability to provide the Services? Would any such relationships create ethics violations or conflicts of interest?
19. List any industry-related associations of which Respondent is a member or in which it has direct representation.
20. Provide any additional information that Respondent feels would better convey the Services it would provide to the Treasurer.
21. How would Respondent transition the Services to the Respondent from the Current Vendor ("Transition"), and how can Respondent carry out the Transition without impacting the services provided by the Current Vendor? Please refer to Section III.F of this RFP for additional information, and please include a list of key staff who would oversee the Transition.
22. Provide a recommended timeline for the Transition.
23. What would Respondent's Participant communication strategy be regarding the Transition?
24. Please identify any item listed in Section III of this RFP that Respondent is unwilling or unable to perform and explain why.
25. Does Respondent currently have an office in Springfield, Illinois? If not, would Respondent be willing to open an office in Springfield or have employees staffed out of Springfield?

Electronic Payment Processing Services

26. Describe in detail all electronic (i.e., internet, telephone, E-check, third party integrations) payment solutions and merchant services you offer. Which services does Respondent recommend for ePAY and why?
27. Describe the processing platforms pertinent to Respondent's recommended solutions.
28. Describe Respondent's equipment capabilities for POS, including but not limited to the following:

- a. card swipe/E-check terminals;
 - b. EMV-capable terminals;
 - c. near-field communication;
 - d. point-to-point encryption;
 - e. mobile terminals;
 - f. virtual terminals;
 - g. printers;
 - h. debit pin pads;
 - i. swivels/stands;
 - j. terminal paper/supplies;
 - k. equipment instruction manuals;
 - l. equipment warranty information; and,
 - m. card logos/advertisement materials.
29. Describe how Respondent would provide a payment processing platform to be utilized by Participants and their Customers.
30. Describe Respondent's ability to integrate with mobile payment applications.
31. Describe Respondent's funding and settlement procedures (i.e., batch processing, daily, etc.).
32. Does Respondent have the ability to process internationally? If so, does Respondent settle in US dollars?
33. What are the settlement transmission timeframes for Visa, MasterCard, Discover, American Express, and E-check?
34. What is the latest time each day that sales transactions can be transmitted/processed to meet these settlement times?
35. Would Respondent allow Participants to have multiple settlement accounts?

36. Discuss Respondent's hardware/software infrastructure, and how Respondent remains PCI DSS compliant.
37. Describe Respondent's warranty for POS equipment.
38. Discuss any new technologies Respondent currently offers. Provide examples of any product launches or enhancements Respondent has had in the past five (5) years.
39. Discuss any technologies Respondent intends to offer in the future and their projected implementation timeframes.
40. Discuss how Respondent keeps up with new payment technology, security, and industry trends in order to advance Respondent's product suite.
41. Describe Respondent's product development process, including how Respondent launches new products to market.
42. Describe Respondent's experience in coordinating with clients to identify new strategies or provide recommendations for payment services.
43. Describe Respondent's enrollment process, including whether Respondent offers online applications and electronic signature functionality. What is Respondent's enrollment timeframe?
44. Describe Respondent's website/payment platform development services, and how they could be used by ePAY.
45. Describe how Respondent would accept all card types for all Participants, specifically those who absorb fees and those who pass along the service fee.
46. Does Respondent offer near-field communication capabilities (smart card) for POS?
47. Does Respondent offer point-to-point encryption for POS?
48. Does Respondent offer processing solutions that perform the following:
 - a. Deferred billing;
 - b. Installment billing; or
 - c. Recurring billing?
49. What is Respondent's procedure for reversing an incorrect authorization?
50. How many service disruptions have Respondent's clients experienced in the past twelve (12) months? What type of errors occurred and how long did it take to correct them?

Reporting

51. Discuss Respondent's ability to provide each of the reports listed in Section III.C of this RFP.
52. Provide examples of existing reports Respondent have created that most closely resemble the reports listed in Section III.C of this RFP.
53. Describe any additional reports that Respondent believes would be beneficial to ePAY and explain their benefits. Please provide a sample of the reports.
54. Describe how Respondent plans to comply with 1099K requirements.
55. Does Respondent's merchant reporting system belong to you or a third-party? If a third-party, then provide the name of the third-party.
56. On average, how many reporting errors per month have occurred in the past twelve months?
 - a. What type of errors occurred, if any, and how long did they take to correct?
 - b. What percentage of the overall merchant transactions were affected by the errors that occurred?

Customer Service and Marketing

57. What differentiates Respondent's services from other providers? How can ePAY use these differences to target existing or potential new Participants?
58. Discuss how Respondent would assist in marketing ePAY to existing or new Participants.
59. Discuss Respondent's ability to develop marketing collateral, including concept, design, and copy writing.
60. Provide any examples of marketing programs Respondent has worked with clients to implement (i.e., product brochures, website content, direct mail, etc.) and provide the results of the programs.
61. Discuss Respondent's process, if any, for acquiring information on competitors to assist field representatives in marketing efforts.
62. How would Respondent analyze Participant database to identify usage trends and marketing opportunities.
63. How would Respondent facilitate a segmentation analysis to better target existing or potential Participants?
64. Detail Respondent's proposed reporting capabilities for tracking ePAY and individual Participant performance.

65. How would Respondent provide the customer service to the Treasurer, set forth in Section III.D of this RFP?
66. How would Respondent collaborate with the Treasurer to provide customer service to Participants, as detailed in Section III.D of this RFP?
67. What technology does Respondent utilize to keep track of Participant issues?
68. How would Respondent send mass communications to Participants, and how would Respondent maintain the Participants' contact information?
69. How would Respondent handle a Service disruption, and how would Respondent communicate to the Treasurer and Participants about such disruption?
70. How would Respondent implement system upgrades or roll out new equipment, such as EMV POS terminals.
71. Describe Respondent's training processes for new Participants.
72. Would Respondent's POS onboarding and training staff be QIR certified? If not, is Respondent willing to require such certification?
73. What onboarding materials would Respondent provide new Participants?
74. What is Respondent's standard timeframe for POS implementation?
75. Discuss how Respondent would resolve Participant issues within 48 hours?

Corporate Responsibility – Environmental, Social and Governance Practices

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

Diversity

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.

80. Please confirm whether Respondent is at least fifty-one percent (51%) owned by MWVD Persons. Please cite with supporting data, including the number and percentage of the Respondent’s owners who are MWVD persons. Note if Respondent has submitted an EEO-1 report in the last year, Respondent may at its discretion provide the information in its EEO-1 report to supplement the response to this question.
81. Please confirm whether Respondent is under the control of MWVD Persons. Please cite with supporting data. Please provide the number and percentage of the Respondent’s owners who are MWVD persons. Note if Respondent has submitted an EEO-1 report in the last year, Respondent may at its discretion provide the information in its EEO-1 report to supplement the response to this question. What is the percentage of Respondent’s intended use of subcontractors for this project, if any, that are under the control of MWVD Persons?
82. For the next four questions regarding Respondent’s leadership and workforce, all responses must include supporting data. If Respondent has submitted an EEO-1 report in the last year, Respondent may at its discretion provide the information in its EEO-1 report to supplement its responses:
 - a. If publicly owned, please provide (i) the total number of members on the Respondent’s board of directors and (ii) the number of members on the Respondent’s board of directors who are MWVD Persons.
 - b. Please provide the number and percentage of Respondent’s senior leaders (e.g., partners, executive officers, managing directors, etc.) who are MWVD Persons. Note that senior leaders are considered those who create strategies and plans for the entire organization to follow, communicating directly with the board of directors or are within two reporting levels to the CEO on the Respondent’s official organizational chart.
 - c. Please provide the number and percentage of Respondent’s professional staff who are MWVD Persons. Note that professional staff are considered those who maintain a bachelor’s degree or certification or are first/mid-level officials and managers that report to executive/senior leaders or middle managers.

- d. Please provide the number and percentage of Respondent's full-time, U.S. workforce employees who are MWVD Persons.
83. 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.
84. Please describe any policies, programs, or activities Respondent administers to promote equity, diversity, and inclusion both within the Respondent's organization and the community. Please note any targets, benchmarks, or performance metrics that substantiate this work.

Illinois Presence

85. Please describe what presence the Respondent has in the State of Illinois. Such "presence" can be demonstrated by the percentage of Respondent's full-time employees or employees who spend more than half their time in Illinois and having physical offices or a principal place of business located in Illinois.
86. Using the definition provided above, what is the percentage of Respondent's subcontractors for this project, if any, that have an Illinois presence?

C. Cost Proposal

Respondent shall complete the Cost Proposal Spreadsheet, attached as Appendix C. The instructions for the Cost Proposal Spreadsheet are as follows:

1. In Table 1A, provide your low and high-volume pricing for Participants who pass the processing fee to the Customer. In Table 1B, provide your low and high-volume pricing for Participants who absorb the processing fee. For Tables 1A and 1B, in the event you would offer additional price breaks based upon volume, please provide those as well. If not, then mark those sections "N/A."
2. In Table 2A, provide your total high and low volume pricing for Participants who pass the processing fee to the Customer for each of the scenarios listed below. In Table 2B, provide your total high and low volume pricing for Participants who absorb the processing fee for each of the scenarios listed below. For Tables 2A and 2B, the total high and low volume pricing shall include the administrative fee for the Treasurer and the Respondent's contribution towards Participants' PCI compliance services. The amount Respondent recommends for the Treasurer's administrative fee and the Respondent's contribution towards Participants' PCI compliance services should also be provided separately.
 - a. Participants who use the ePAY Settlement Bank and receive no POS equipment or discounted POS equipment
 - b. Participants who use the Settlement Bank and receive free POS equipment

- c. Participants who use a settlement bank of their choosing and receive no POS equipment or discounted POS equipment. The administrative fee for this scenario should be higher than the administrative fee for Participants who use the Settlement Bank
 - d. Participants who use a settlement bank of their choosing and receive free POS equipment. The administrative fee for this scenario should be higher than the administrative fee for Participants who use the Settlement Bank
 - e. If applicable, Participants who open an ePAY account in the Respondent's own settlement bank and receive no POS equipment or discounted POS equipment. The administrative fee for this scenario should be higher than the administrative fee for Participants who use the Settlement Bank. If the Respondent does not have its own settlement bank, these fields should be marked "N/A";
 - f. If applicable, Participants who open an ePAY account in the Respondent's own settlement bank and receive free POS equipment. The administrative fee for this scenario should be higher than the administrative fee for Participants who use the Settlement Bank. If the Respondent does not have its own settlement bank, these fields should be marked "N/A";
3. In Table 3, provide the total fee in dollars per transaction for E-checks, one for Participants who absorb the processing fee and one for Participants who pass the processing fee to the Customer. The total fee shall include the administrative fee for the Treasurer and the Respondent's contribution towards the Participants' PCI complianceservices. The amount Respondent recommends for the Treasurer's administrative fee and the Respondent's contribution towards Participants' PCI compliance services should also be provided separately;
 4. In Table 4, provide the monthly per Participant dollar amount Respondent would provide the Treasurer for marketing assistance; and
 5. In Table 5, provide the additional fees or pricing Respondent would charge Participants. A sampling of additional services has been provided. If Respondent would not charge an additional amount for such services, then mark those fields "N/A." Respondent may add additional services. Respondent should specify how the itemized fee would be charged (i.e., per account, per transaction, etc.).

The Cost Proposal shall cover a six (6)-year period. Respondent shall include all costs to the Treasurer and Participants in the Cost Proposal Spreadsheet as outlined above.

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
February 29, 2024	RFP published on the Treasurer’s website.
March 7, 2024	Notice of intent to participate in the Bidder’s Teleconference due before 2:00 p.m. CT
March 11, 2024	Optional Bidder’s teleconference at 10:00 a.m. CT
March 14, 2024	All Respondent questions due before 10:00 a.m. CT.
March 21, 2024	Responses to all questions posted on the Treasurer’s website.
April 10, 2024	Proposals due before 2:00 p.m. CT.
Week of April 29-May 3, 2024	Interviews, if any, with final candidates.
Week of May 6-10, 2024	If applicable, best and final offer due.
Week of May 13-17, 2024	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 10:00 a.m. CT on March 14, 2024.

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 2:00 p.m. CT on March 7, 2024. Attendance at the Bidder’s Teleconference is optional. Bidder’s Teleconference shall be held on March 11, 2024 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 “Request for Proposals Electronic Payment Processing Services 370-300-24-009 for the Office of the Illinois State Treasurer” shown on the front of the envelope or package, along with the Respondent’s name and address.

All Proposals must be submitted by mail or messenger to the following address, before 2:00 p.m. CT on April 10, 2024:

Mr. Chris Flynn
Chief Procurement Officer
One East Old State Capitol Plaza
Springfield, IL 62701
Telephone: 217.208.2001

Proposals will be opened publicly, via livestream only, at 2:00 p.m. CT on April 10, 2024. 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. email 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 RFP Proposal and accompanying Cost Proposal before 2:00 pm April 10, 2024;
2. In Respondent's Proposal, provide all of the sections and the information required for each section as set forth in Section IV.A of this RFP;
3. In Respondent's Proposal, answer all questions in Section IV.B of this RFP;
4. Be established with all required licenses, 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. The Treasurer reserves the right to require proof of said requirements within ten (10) calendar days from the date of receipt of the Respondent’s Proposal;

5. Have at least four (4) years of experience in providing the services described in the Scope of Work;
6. Offer the following payment channels: internet, telephone and POS card terminals or virtual terminal software payment solutions; and
7. Offer the ability to accept payment from Visa, Master Card, Discover, American Express, and an E-check.

B. Scoring

Evaluation Factor	Maximum Number of Points Possible
Background & Experience	10
Electronic Payment Processing Services	25
Reporting	25
Customer Service and Marketing	10
Corporate Responsibility – Environmental, Social and Governance Practices	5
Diversity	5
Illinois Presence	5
Cost Proposal	20
Interview, if applicable	5
TOTAL	110

C. Determining Scores

1. Background and Experience
 Scoring will be based on Respondent’s demonstrated talent and experience of assigned personnel as evidenced by its answers to the Background and Experience questions in Section IV.B. The breadth and depth of similar engagements will be considered. The evaluation may also include reference checks regarding the Respondent’s work for other clients who received or are receiving services similar to those required by this RFP.
2. Electronic Payment Processing Services
 Scoring will be based on Respondent’s answers to the Electronic Payment Processing Services questions in Section IV.B of this RFP. The thoroughness and clarity of the

Proposal, the perceived validity of the Proposal, and the talent and experience of assigned personnel will be considered.

3. Reporting

Based on the answers provided to the Reporting questions in Section IV.B of this RFP, the evaluation will assess the Respondent's ability to provide timely and accurate reports as detailed in the RFP as well as the quality of these reports.

4. Customer Service and Marketing

Respondent's customer service capabilities and marketing strategies will be evaluated and scored, based on the answers provided to the Customer Service and Marketing questions in Section IV.B of this RFP.

5. Corporate Responsibility – Environmental, Social and Governance Practices

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

6. Diversity

Respondent's diversity score will be scored based on the answers the Respondent provides to the Diversity questions in Section IV.B. 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.

7. Illinois Presence

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

8. Cost Proposal

Respondent's Cost Proposal score will be scored based on an evaluation of its cost-effectiveness in delivering the essential program requirements.

9. Interview

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

D. Evaluation Process

All Proposals will be reviewed for compliance with the RFP requirements and specifications. Proposals deemed non-responsive will be eliminated from further consideration. The Chief Procurement Officer may waive, or allow the Respondent to correct minor mistakes, including, but not limited to, those that could lead to a Proposal being deemed non-responsive. The Chief Procurement Officer may contact the Respondent to correct the mistakes or for clarification of the

Proposal. The evaluation team may use other publicly available information to perform its evaluation. Finally, the valuation team will make a recommendation regarding the final Respondent.

VII. CONTRACTUAL TERMS

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

A. Contractual Responsibility

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

B. Governing Law

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

C. Term of Agreement

The initial term of the Agreement will be six (6) years, unless terminated in accordance with the terms of the Agreement. The Treasurer may with the consent of the Contractor, elect to extend the Agreement for additional periods, not to exceed a total term of ten (10) years (including the initial six (6) years).

D. Termination

1. Termination without Cause

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

2. Termination for Cause

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

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

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

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

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

E. Work Product

1. Ownership of work product.

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

2. Return of Work Product

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

F. State Furnished Property

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

G. Internal Controls

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

H. Back-up Facilities

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

I. Liability

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

J. Indemnification

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

K. Subcontractors

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

L. Record Retention and Audit

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

M. Confidentiality and Security Requirements

1. Confidential Information

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

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

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

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

3. Protection of Confidential Information

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

4. Privacy Policy

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

5. Program Lists

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

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 this Agreement nor any of the rights or obligations under the Agreement may be transferred or assigned by a financial institution without the Treasurer's prior written consent. Any attempt by Contractor or subcontractor, if applicable, to transfer or assign any rights or obligations related to the Agreement without the prior written consent of the Treasurer shall render this Agreement voidable by the Treasurer. The Treasurer may unilaterally bind any successor of the Contractor to the terms and conditions of the Agreement.

O. Reporting and Testing

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

P. Compensation

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

Q. Continuation of Services

The Contractor shall guarantee performance of the Services and agree to perform all Services in an efficient and professional manner. The Contractor's obligations and responsibilities pursuant to the Agreement shall not be affected in the event of personnel problems, strike by employees, work stoppages, and other employee-related events. The Contractor is responsible for and shall provide commercially reasonable backup systems and shall review the adequacy of those systems with the Treasurer upon request. The prevention of such business interruption shall be the sole

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

R. Certifications

The Contractor shall certify the following:

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

S. Notice

The Contractor hereby agrees to give the Treasurer notice if at any point during the term of this Agreement, Contractor or its officer(s) or principal(s), acting within the scope of their employment, are found liable or become subject to a consent order as a result of any publicly disclosed enforcement action or other regulatory proceeding by any of the following entities, including any divisions thereof: the Securities and Exchange Commission, Department of Justice, Consumer Financial Protection Bureau, U.S. Department of the Treasury, Federal Deposit

Insurance Corporation, or the Federal Reserve System. The Contractor shall provide the Treasurer such notice within ten (10) business days of when Contractor knows or reasonably should have known of the liability or consent order. Contractor's delivery of notice pursuant to this Section or failure to provide the required notice shall give the Treasurer reason to terminate the Agreement for cause.

T. Most Favorable Terms

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

U. Change of Law or Policy

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

V. Modification of the Agreement

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

W. State Certifications/Disclosures

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

X. No Recourse

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

Y. 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.

Appendix A

Illinois State Treasurer Certifications

_____ (“CONTRACTOR”) makes the following certifications:

1.0 ANTI-BRIBERY.

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

2.0 BID-RIGGING/BID-ROTATING.

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

3.0 DRUG FREE WORKPLACE.

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

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

- a. Publishing a statement:
 - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace.
 - ii. Specifying the actions that will be taken against employees for violation of such prohibition.
 - iii. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - a. abide by the terms of the statement; and
 - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:

- i. the dangers of drug abuse in the workplace;
 - ii. CONTRACTOR's policy of maintaining a drug free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by Section (a) to each employee engaging in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - d. Notifying the Treasurer's Office within ten (10) days after receiving notice under part (b) of paragraph (iii) of Section (a) above from an employee or otherwise receiving actual notice of such conviction.
 - e. Imposing a sanction on or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, an employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
 - f. Assisting employees in selecting a course of action in the event of drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
 - g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

4.0 U.S. EXPORT ACT.

CONTRACTOR certifies that neither CONTRACTOR nor any substantial-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 (50 U.S.C.A. App. § 2401 et seq.) or the regulations of the U.S. Department of Commerce promulgated under that Act.

5.0 NON-DISCRIMINATION.

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

6.0 AMERICANS WITH DISABILITIES ACT.

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

7.0 ILLINOIS HUMAN RIGHTS ACT.

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

8.0 FELONY.

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

9.0 FORMER EMPLOYMENT.

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

10.0 INDUCEMENT.

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

11.0 REVOLVING DOOR PROHIBITION.

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

12.0 REPORTING ANTICOMPETITIVE PRACTICES.

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

13.0 DISCRIMINATORY CLUB.

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

14.0 TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS OF CONTRACTOR.

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

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

15.0 LICENSE; AUTHORIZED BIDDER OR OFFEROR

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

16.0 APPROPRIATION.

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

17.0 RECORDS RETENTION; RIGHT TO AUDIT.

CONTRACTOR agrees to maintain books and records related to the performance of the contract and necessary to support amounts charged to the State under the contract for a minimum of three years from the last action on the contract or after termination of the Agreement, whichever is longer. Contractor further agrees to cooperate fully with any audit and to make the books and records available for review and audit by the Auditor General, chief procurement officers, internal auditor and the Treasurer; CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all relevant materials. The three-(3)-year period shall be extended for the duration of any audit in progress during the term. Failure to maintain the books, records and supporting documents required by this Section shall establish a

presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

18.0 CONFLICTS OF INTEREST.

CONTRACTOR has disclosed and agrees that it is under a continuing obligation to disclose, to the Treasurer financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest that would prohibit CONTRACTOR from entering into or performing the Agreement. Conflicts of interest include, but are not limited to, conflicts under Section 1400.5020 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5020) and Sections 50-13, 50-20, and 50-35 of the Illinois Procurement Code (30 ILCS 500/50).

19.0 LATE PAYMENTS.

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

20.0 LIABILITY.

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

21.0 DEBT DELINQUENCY.

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

22.0 EDUCATIONAL LOAN DEFAULT.

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

23.0 FORCE MAJEURE.

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

24.0 ANTITRUST ASSIGNMENT.

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

25.0 PROHIBITION OF GOODS FROM FORCED LABOR.

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

26.0 PROHIBITION OF GOODS FROM CHILD LABOR.

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

27.0 SARBANES-OXLEY ACT AND ILLINOIS SECURITIES LAW.

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

28.0 DISPUTES.

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

29.0 THIRD PARTY PAYMENTS.

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

30.0 MOST FAVORABLE TERMS.

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

31.0 BOARD OF ELECTIONS REGISTRATION.

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

(or)

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

32.0 COLLECTION AND REMITTANCE OF ILLINOIS USE TAX.

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

CONTRACTOR further acknowledges that the contract or subcontract may be voided if this certification is false.

33.0 ENVIRONMENTAL PROTECTION ACT VIOLATIONS.

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

34.0 LEAD POISONING PREVENTION ACT VIOLATIONS.

The CONTRACTOR certifies that it is not barred from entering into a contract or subcontract under section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5). Section 50-14.5 prohibits a CONTRACTOR from entering into a contract or subcontract with the State of Illinois or a State agency if the CONTRACTOR, while the owner of a residential building, committed a willful or knowing violation of the Lead Poisoning Prevention Act. The CONTRACTOR further acknowledges that the Treasurer may declare the related contract or subcontract void if this certification is false.

35.0 BOND ISSUANCES.

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

36.0 POLITICAL CONTRIBUTIONS.

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

37.0 LOBBYING RESTRICTIONS.

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

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

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

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

(2) the company has on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran’s ability to develop petroleum resources of Iran.

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

- There are no business operations that must be disclosed to comply with the above cited law.
- The following business operations are disclosed to comply with the above cited law:

CONTRACTOR

By: _____
Signature

Name

Title

Date

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

The Treasurer's Procurement Regulations (44 Ill. Adm. Code 1400.5035) require that contractors/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/offeror shall disclose the financial interest and potential conflicts of interest information identified in Sections 1 and 2 below as a condition of receiving an award or contract. Submit this information along with your bid, proposal or offer.

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

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

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

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

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

Name: _____

Address: _____

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

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

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

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

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

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

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

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

This disclosure is submitted on behalf of

(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

Name (printed) _____ Title _____

Signature _____ Date _____

DISCLOSURES
OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION
(Disclosure Form B)

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

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

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

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

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

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

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

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

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

Official authorized to sign on behalf of contractor/offeror:

Name (printed) _____ Title _____

Signature _____ Date _____

APPENDIX B

ePAY Processing Volume

	Dollar Volume			Transactions			Total Volume	Total Transactions
	Credit	Debit	E-Check	Credit	Debit	E-Check		
2023	\$1,178,667,423.70	\$32,966,546.05	\$974,392,907.34	12,813,458	344,300	900,329	\$2,186,026,877.09	14,058,087
1	\$97,018,194.26	\$424,366.13	\$77,158,448.63	1,083,729	4,571	67,026	\$174,601,009.02	1,155,326
2	\$96,338,303.91	\$534,158.89	\$59,181,355.09	1,121,464	5,335	71,406	\$156,053,817.89	1,198,205
3	\$118,131,905.28	\$680,575.43	\$79,080,385.35	1,318,468	6,698	91,626	\$197,892,866.06	1,416,792
4	\$108,779,530.30	\$1,255,049.04	\$94,100,024.05	1,278,554	12,259	91,044	\$204,134,603.39	1,381,857
5	\$121,402,732.65	\$2,453,137.67	\$87,549,204.43	1,193,192	27,000	101,386	\$211,405,074.75	1,321,578
6	\$120,636,860.12	\$4,920,966.85	\$100,051,369.47	1,085,325	49,582	108,008	\$225,609,196.44	1,242,915
7	\$103,419,915.72	\$5,287,005.93	\$75,258,687.52	970,681	53,503	77,785	\$183,965,609.17	1,101,969
8	\$118,518,093.28	\$5,284,210.26	\$78,941,453.22	1,238,857	57,329	75,284	\$202,743,756.76	1,371,470
9	\$102,423,964.24	\$4,614,993.29	\$84,371,757.08	1,199,616	47,264	72,664	\$191,410,714.61	1,319,544
10	\$100,488,725.15	\$4,012,454.15	\$145,507,768.75	1,226,687	43,424	72,481	\$250,008,948.05	1,342,592
11	\$91,509,198.79	\$3,499,628.41	\$93,192,453.75	1,096,885	37,335	71,619	\$188,201,280.95	1,205,839
Grand Total	\$1,178,667,423.70	\$32,966,546.05	\$974,392,907.34	12,813,458	344,300	900,329	\$2,186,026,877.09	14,058,087

Appendix C - Cost Proposal

1A. Volume Pricing for Pass Through Fees	
Total Volume Processed	Price
Low Volume \$0.00 to \$ _____	
High Volume >\$ _____	
Please add additional tiers below if you will offer additional price breaks for specific processing volumes.	
\$ _____ to \$ _____	
\$ _____ to \$ _____	

1B. Volume Pricing for Absorbed Fees	
Total Volume Processed	Price
Low Volume \$0.00 to \$ _____	
High Volume >\$ _____	
Please add additional tiers below if you will offer additional price breaks for specific processing volumes.	
\$ _____ to \$ _____	
\$ _____ to \$ _____	

2A. Settlement Bank Options for Pass Through Fees

	Low Volume Price (including the Admin Fee and PCI Services)	High Volume Price (including the Admin Fee and PCI Services)	Admin Fee (basis points)	PCI Compliance Services (basis points)
Elect E-Pay's Settlement Bank				
No POS equipment or discounted POS equipment (purchase or rental)				
Free POS equipment				
Elect Their Own Settlement Bank				
No POS equipment or discounted POS equipment (purchase or rental)				
Free POS equipment				
Respondent's Settlement Bank, if applicable				
No POS equipment or discounted POS equipment (purchase or rental)				
Free POS equipment				

2B. Settlement Bank Options for Absorbed Fees

	Low Volume Price (including the Admin Fee and PCI Services)	High Volume Price (including the Admin Fee and PCI Services)	Admin Fee (basis points)	PCI Compliance Services (basis points)
Elect E-Pay's Settlement Bank				
No POS equipment or discounted POS equipment (purchase or rental)				
Free POS equipment				
Elect Their Own Settlement Bank				
No POS equipment or discounted POS equipment (purchase or rental)				
Free POS equipment				
Alternative Settlement Bank, if applicable				
No POS equipment or discounted POS equipment (purchase or rental)				
Free POS equipment				

3. E-Checks

	Total fee per transaction in dollars (including Admin Fee and PCI Assistance)	Amount per transaction for Admin Fee (dollars)	Amount per transaction for PCI Compliance Services (dollars)
E-check- Pass Through Fees			
E-check - Absorbed Fees			

4. Marketing

	Monthly per Participant amount (dollars)
Marketing Assistance	

5. Itemized Pricing

	Specified fee
Retrieval and/or chargeback fee	
E-check return fee	
Authorization fee for all card types	
Credit card processing equipment (standard fee and discounted)	
Training related costs, if applicable	
Application fee, if applicable	
Monthly maintenance fee	
Interactive voice response ("IVR") fee	
Discounted POS price	
Any other services/transactions for which you will charge (please add additional fields below as needed)	
i.	
ii.	
iii.	

Appendix D

SUPPORTED DEVICES

1. PAX S300
2. PAX S500
3. PAXA80
4. PAX SP30
5. PAXS90
6. PAX S920
7. PAXQ25
8. PAXA35
9. Verifone V200c Plus
10. Verifone P200 Plus
11. CX7 PBP Countertop kiosk

The following are the Like Devices for each Supported Device:

<u>Terminal</u>	<u>Like Devices</u>
PAX S300	PAX S300, PAX SP30, Verifone P200 Plus
PAX S500	PAX S500, PAX A80, Verifone V200c Plus
PAXA80	PAX A80, PAX S500, PAX A920, Verifone V200c Plus
PAX SP30	PAX SP30, PAX Q25, PAX A35, Verifone P200 Plus
PAX S920	PAX S920, PAX A920
PAXQ25	PAX Q25, PAX SP30, PAX A35, Verifone P200 Plus
PAXA35	PAX A35, PAX Q25, PAX SP30, Verifone P200 Plus
PAXA920	PAX A920, PAX S920
PAX S90	PAX S90, PAX A920, PAX S920
Verifone V200c Plus	Verifone V200c Plus
Verifone P200 Plus	Verifone P200 Plus
CX7 PBP Countertop kiosk	CX7 PBP Countertop kiosk