



OFFICE OF THE ILLINOIS STATE TREASURER
MICHAEL W. FRERICHS

Request for Proposals
Electronic Commerce Payment Services

March 22, 2017

370-500-17-006

Proposals due by 2:00 p.m. CT on April 28, 2017

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I. OVERVIEW

The Office of the Illinois State Treasurer (“Treasurer”), in participation with the Illinois Office of the Comptroller (“IOC”), is issuing this Request for Proposals (“RFP”) for electronic commerce payment services, specifically for the initiation of State of Illinois disbursements. Financial institutions that submit responses (“Respondents”) shall submit their responses to this RFP (“Proposals”) by 2:00 p.m. CT on April 28, 2017.

The winning Respondent (“Contractor”) must be a financial institution that is authorized to do business in Illinois and is either Illinois- or nationally-based with a presence in Illinois. In addition, the Contractor must be a member of the Federal Reserve System, have access to all services as a member bank, and qualify as a depository for public funds. At the time the Contractor submits its Proposal, or prior to that time, if required by law, the Contractor must have all required licenses, bonding, facilities, equipment, and trained personnel necessary to perform the work specified in this RFP. Finally, the Contractor must have a minimum of ten (10) years of experience performing the services being sought by this RFP.

The Treasurer intends to select the responsible and responsive Respondent with the most efficient and cost effective electronic commerce payment process. The Contractor shall enter into a joint contract with the Treasurer and the IOC (“Agreement”) for an initial term of five (5) years. Upon expiration of this term, the Treasurer and the IOC 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 five (5) years.

II. BACKGROUND

Section 7 of the State Treasurer Act, 15 ILCS 505/1 *et seq.*, requires the Treasurer to “receive the revenues and all other public moneys of the state, and all moneys authorized by law to be paid to him, and safely keep the same.” Article V, Section 18 of the Illinois Constitution directs that “[t]he Treasurer, in accordance with law, shall be responsible for the safekeeping and investment of monies and securities deposited with him, and for their disbursement upon order of the Comptroller.” Pursuant to these authorities, the Treasurer maintains numerous accounts with financial institutions in order to process deposits for check clearing, lockbox, Electronic Fund Transfer (“EFT”), Electronic Data Interchange (“EDI”) and electronic payment processing on the State’s behalf.

Section 9.03 of the State Comptroller Act, 15 ILCS 405/1 *et seq.*, states that the IOC “with the approval of the State Treasurer, may provide by rule or regulation for the direct deposit of any payment lawfully payable from the State Treasury and in accordance with federal banking regulations[.]” Likewise, Article V, Section 17 of the Illinois Constitutions states that “[t]he Comptroller, in accordance with law, shall maintain the State’s central fiscal accounts, and order payments into and out of the fund held by the Treasurer.” Pursuant to these authorities, the IOC in conjunction with the Treasurer, has established an electronic commerce payment services process.

The IOC prepares National Automated Clearing House Association (“NACHA”) formatted Automated Clearing House (“ACH”) files and transmits this data electronically to the current Electronic Commerce Payments vendor (“Current Vendor”) in order to initiate disbursements from the State Treasury. The Treasurer executes daily ACH transfers at approximately 2:00 p.m. CT to a demand deposit account in the name of the Treasurer with the Current Vendor. The ACH transfer is based on the settlement date of the files prepared by the IOC. The Current Vendor provides the Treasurer with access to an internal system that allows for the download of a daily report detailing the settlement files, including dollar amounts and settlement dates.

The IOC is the central initiator of payments on behalf of the State of Illinois. Currently, the IOC manages over 14 million transactions annually. Over 11 million of these transactions are initiated electronically. For the period of July 1, 2015, through June 30, 2016, the annual dollar amounts per payment type were: CTX \$35.8 billion; PPD \$11 billion; CCD+ \$2.6 billion. The IOC began offering direct deposit of payroll and pension benefits in 1983. For 2016, the direct deposit participation rate is 97% for State employees’ payrolls and 92% for retirees’ payrolls. The IOC has worked in cooperation with the Illinois Department of Revenue (“IDOR”) since 1997 to pay State tax refunds electronically; the 2015 participation rate was 70% for individual income tax refunds.

Approximately 73.2% of all commercial payments are currently sent electronically. These commercial electronic payments are sent ANSI ASC X 12 820 with addenda information detailing the transaction. In Fiscal Year 2016, over 13.8 million lines of addenda were transmitted through the Automated Clearing House (“ACH”) to State vendors. The consistent delivery of the addenda record in a timely and complete manner to the recipient has been the greatest challenge for commercial payments.

The participation level for employees and pensioners in direct deposit has grown steadily as operating procedures were revised and a fee structure was put in place. With the continuing promotional efforts of IDOR, it is expected that direct deposit of tax refunds will also continue to increase. Transaction volumes for July 1, 2015 through June 30, 2016 are listed below grouped by system. These volumes are expected to continue to increase.

Payment Type	Format	FY 16 Annual Volume	Frequency of Files
Payroll/Contractual Payroll(Type 501 Credits)	PPD	2,579,000	Daily
Retirement(Type 501 Credits)	PPD	2,238,000	1st & 19th / Daily On
Public Assistance(Type 501 Credits)	PPD	407,000	Daily
Tax Refunds(Type 956 Credits)	PPD	2,886,000	Daily On Request
Federal/State Tax & SDU Payments (Child Support)	CCD+	471,000	Daily
Commercial(Type 811 Credits)	CTX	2,907,000	Daily
Lines of Addenda	820	13,800,000	Daily

With regard to the processes described above, the following appendices attached herein provide additional information:

1. Daily Electronic Payment Service Dollar Volumes FY 2015 and 2016, attached hereto as Appendix A; and
2. Monthly Electronic Commerce Payment Service Item Count and ACH Return Volumes FY 2015 and 2016, attached hereto as Appendix B.

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

III. SCOPE OF WORK

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

A. IOC’s Services

The Contractor shall perform the following EFT and EDI services for the IOC:

1. Provide suitable and acceptable data transmission capabilities for pre-notification and live payment transactions and provide an acceptable interim processing methodology until such time as electronic transmission for all payments is feasible.
2. Accept EFT transactions (a) on every workday for State of Illinois employees (typically Monday through Friday, excluding State-authorized holidays) (“Workday”), (b) on any other banking day, as requested by the IOC, (c) in the case of emergencies, at times requested by the IOC on days that are not Workdays (collectively, “Business days”), and (d) between the hours of 0900 and 1500 hours Central Standard Time (CST) and Central Daylight Time.
3. Accept EFT transactions by no later than the second Business Day following an EFT transmission that is initiated on or before 2330 hours on any day.
4. Upon receipt of each ACH file, examine the ACH file for fitness to be transmitted.
5. Transmit the ACH transactions received in order to meet the required ACH receipt time so that funds are available to recipients on the effective payment date.

6. Provide written confirmation to the IOC's Electronic Commerce Division verifying dollar amount, item count, and effective date on the file received immediately after each ACH or EFT transmission is completed. The Contractor shall respond immediately to any inquiries from the IOC regarding such written confirmations, and ensure that there will be adequate time to solve any problems and retransmit the file or other information, as necessary.
7. Provide a detailed return file of all transactions sent to the ACH. For the purpose of verifying transmission and assisting Receiving Depository Financial Institutions ("RDFIs") in locating payments, the return file must contain, at a minimum, the trace identification number, original settlement date, dollar amount, payee, NACHA return reason code and any other information required to identify payments. The return file must be compatible with the International Business Machines ("IBM") z/OS mainframe and the record of this file shall be prepared in a format approved by the IOC.
8. Accept State of Illinois payments for transactions on the settlement date.
9. Provide a procedure approved by the IOC to process and report exception transactions.
10. Assist in the analysis, evaluation, and testing of the IOC's current record format to pay commercial vendors statewide.
11. Provide prompt and professional customer service and support for the IOC to contact regarding its electronic commerce initiatives.
12. Provide assistance as requested by the RDFI or the payee, as applicable, to payees' RDFIs regarding problems associated with the receipt and readability of electronic addenda information.
13. Respondent must have available for the IOC's use a secure online inquiry system that can be accessed through the Internet for the IOC's specific services.
14. Adhere to established procedures approved by the IOC for disaster recovery in the event of a systems failure or other disaster at primary processing site(s).
15. Provide the IOC with a monthly account analysis of all services based on the proposed cost structure.
16. Provide secure warehousing of all IOC data in the Contractor's system, in compliance with all applicable law and policy.
17. Ensure that ACH pre-notification transactions are processed on the day received by the Originating Depository Financial Institution ("ODFI") and that the account becomes EFT-active within three business days.

18. Provide a method approved by the IOC for processing daily returns and any adjustment items that includes procedures for ensuring that returns are credited correctly.
19. Include specific record identifier information in the IOC ODFI input files in the return data to expedite the IOC's replacement warrant.
20. Provide the same data elements in the return file that were sent in the payment file, plus any return reason codes.
21. Provide a separate return file for each return payment type.

B. Treasurer's Services

For the Treasurer's Account (defined below in Section III.B.1), the Contractor shall perform the following:

1. Open an account for the Treasurer in which the settlement of the electronic payment files prepared by the IOC will be processed ("Treasurer's Account").
2. Accept incoming/outgoing wire transfers initiated by the Treasurer;
3. Accept incoming/outgoing ACH transactions initiated by the Treasurer.
4. Collateralize end-of-day collected balances to the extent that such balances exceed the Federal Deposit Insurance Corporation ("FDIC") insurance and sweep limits, through a pledge of securities in compliance with Sections 11 and 11.1 of the Deposit Of State Moneys Act, 15 ILCS 520/0.01, *et seq.*
5. Pledge securities that comply with the Acceptable Collateral Listing: List of Financial Assets Qualified for Collateral to Secure Deposits and Repurchase Agreements, attached hereto as Appendix C. The collateral must be equal to 102% of the market value of the largest total balance the Treasurer maintains with the Contractor, less the insurance amount provided by the FDIC. The collateral will be placed for safe keeping under the control and in the name of the Treasurer with a third party custodian designated by the Treasurer.
6. Invest end-of-day collected balances. Refer to the Daily Demand Deposit Collected Balance FY 2015 and 2016, attached hereto as Appendix D.
7. Provide the Treasurer an electronic monthly account analysis report that details all services provided by the Contractor and all associated charges within ten (10) business days, following the last day of the month. Such report shall follow the Account Analysis 822 EDI Format, attached hereto as Appendix E.

8. Provide the Treasurer an earnings credit in the monthly account analysis report, based on the average monthly collected balance in the Treasurer's Account, and offset the fees related to the Treasurer's Account with such earnings credit.
9. Provide an ACH debit block on the Treasurer's Account to prevent ACH fraud.
10. Provide dual controls for the establishment and maintenance of security administrator rights, as well as for the creation and maintenance of multiple users.
11. Provide the Treasurer a specific point of contact for the Services, direct access to staff, and emergency contact phone numbers.
12. Provide the Treasurer oral or electronic notification prior to 2:00 p.m. CT of any adjustments or ACH returns affecting the Treasurer's Account in excess of \$25,000.
13. Provide the Treasurer the ability to electronically produce a return item report, for both the prior and current days, in summary by total dollar amount and in detail that contains the following information: trace number, original settlement date, dollar amount, payee, and NACHA return code.
14. Provide the Treasurer the ability to electronically produce a daily ACH settlement report that contains the dollar amount of the IOC files presented for disbursement by settlement date.
15. Use a treasury management system that allows completion of all work in compliance with all terms set forth in this RFP ("Treasury Management System").
16. Provide the Treasurer the ability to electronically obtain a report by 8:00 a.m. CT from the Contractor's Treasury Management System that contains current day transactions in summary and detail.
17. Provide the Treasurer the ability to electronically obtain by 8:00 a.m. CT a current and prior day bank statement in Bank Administration Institute ("BAI") file format, comma separated values ("CSV"), and portable document format ("PDF") from the Contractor's Treasury Management System.
18. Provide the Treasurer the ability to search for specific transactions within Contractor's information reporting system.
19. Provide the Treasurer the ability to produce reports that identify who initiated and/or confirmed wire transfers.
20. Provide the Treasurer, within ten (10) business days following the last calendar day of the month, an EDI transmission, detailing the monthly service charges, in

an 822 format that is compatible with the Treasurer's account analysis program. Please see the Account Analysis 822 EDI Format, attached hereto as Appendix E, for an example.

21. Adhere to established procedures approved by the IOC for disaster recovery in the event of a systems failure or other disaster at primary processing site(s).

IV. PROPOSAL

A. Proposal Format

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

(Disclosure Form A), and Disclosures Other Contract and Procurement Related Information (Disclosure Form B).

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

Proposals must be submitted in a sealed envelope or package bearing the title “Electronic Commerce Payment Services Proposal 370-500-17-006” and the Respondent’s name and address. The package must include one (1) original and seven (7) copies of the Proposal. A separate envelope must contain one (1) original and seven (7) copies of the Cost Proposal. If confidentiality of any information is asserted, one (1) Redacted Copy should be provided in an additional separate envelope. In addition, please provide five (5) electronic copies of the Proposal, five (5) separate electronic copies of the Cost Proposal, and, if confidentiality of any information is asserted, one (1) electronic Redacted Copy. Each electronic Proposal copy, each electronic Cost Proposal copy, and, if submitted, the Redacted Copy shall be on a separate thumb drive.

B. Questions to be Addressed in the Proposal

For responses in this section “you” and “your” mean all of the following as applicable to each question: 1) the Respondent; and 2) any entity with which the Respondent is partnering or subcontracting, to provide any of the services.

Background

1. Provide a brief overview of the Respondent. Describe your corporate structure, including holding companies, parents, and corporate affiliates.
2. For the subcontractors listed in Respondent’s Proposal, if any, explain why the subcontractor’s functions cannot be performed by the Respondent.
3. Certify whether since January 1, 2015, Respondent or its officer(s) or principal(s), acting within the scope of their employment, have been found liable or have been subject to a consent order as a result of any publicly disclosed enforcement action or other regulatory proceeding by any of the following entities, including any divisions thereof: the Securities and Exchange Commission, Department of Justice, Consumer Financial Protection Bureau, U.S. Department of the Treasury, Federal Deposit Insurance Corporation, or the Federal Reserve System.

4. Since January 1, 2015, has Respondent or any of its officers or principals, acting within the scope of their employment, been subject to any enforcement actions by any of the following entities, including any divisions thereof: the Securities and Exchange Commission, Department of Justice, Consumer Fraud Protection Bureau, U.S. Department of the Treasury, Federal Deposit Insurance Corporation, or the Federal Reserve System? If so, provide a detailed explanation.
5. Has your organization been a party to a lawsuit from January 1, 2011 to present? If so, provide a detailed explanation.
6. Has your organization been a party to any data breach or loss of personal, financial, or other data considered private or confidential since January 1, 2011? If so, provide a detailed explanation, including what steps were taken to address the issue both in the short term related to the specific breach/loss and also in the longer term to prevent such a breach/loss from happening again.
7. Please discuss your organization's corporate governance and compliance practices.
8. Please describe your risk management practices and internal controls to ensure adherence to applicable federal and state laws, regulatory agency guidance, and industry best practices.
9. Please provide your most current IDC and CRA rating, including the dates of the respective rating.
10. Please describe any changes in your ownership or management structure since January 1, 2011. Will these changes have any impact on your ability to provide the Services during the expected term of the Agreement?
11. Provide contact information for three client references. References must be entities to which Respondent has provided services most similar to the Services.
12. Does Respondent currently have or has Respondent had in the past ten (10) years any contracts that contain services similar to the Services with similar size, scope, and complexity? For each contract, provide the following information:
 - a. the entity for which Respondent is providing or has provided services and a brief description of such entity;
 - b. the contract term; and
 - c. a description of the services Respondent provides or provided under the contract.

13. Provide a description of the various types of insurance coverage (*e.g.*, carriers, risk coverage, levels, limits, deductibles, expiration dates, etc.) the Respondent has in place to protect its customers.
14. Which standard payment formats are you capable of receiving?
15. Indicate which format translations you can deliver for payment and remittance detail and the volumes of payment transactions and remittance deliveries for each format. If this data is not available, please report your receipt processing volumes based on your method of measurement and describe that method of measurement.
16. Have you provided direct deposit origination services via EFT/EDI for at least ten (10) years preceding the date of your Proposal?
17. What is the volume of your annual ACH origination transactions? How many EFT/EDI clients do you currently service? Please identify your top five (5) clients and their associated EFT/EDI transaction volumes.
18. How many EFT/EDI professional and technical staff do you employ and where are they located?
19. Describe briefly the EDI experience of your staff.
20. Describe briefly the EFT experience of your staff.
21. Describe how your EDI customer services are structured. How would you assist a customer who wants to post his/her payments electronically? Describe the type and level of assistance you would offer.
22. Would you provide assistance to an RDFI that is trying to help an Illinois payee post his/her payments electronically? If so, describe the type and level of assistance you would offer.
23. Describe your inquiry and problem resolution procedures and your response objectives. How are problems and requests for assistance prioritized?
24. Specifically address providing assistance when a RDFI insists that a payee's deposit has not arrived.
25. Will the IOC and the Treasurer have direct access to trace numbers assigned by you?
26. How are questions or problems with monthly billings addressed?
27. What is the process to request a recall of a transaction prior to the lead bank broadcasting to ACH?

28. What is the process to request a recall of a transaction after the lead bank has broadcasted to ACH? Describe the process the IOC would use to request the reversal of a specific transaction after the NACHA timeframe (180 days) allowed for reversals has expired.
29. Do you have an active EFT user group? If so, please provide details of this group.
30. Do you have an active EDI user group? If so, please provide details of this group.
31. Please provide three references of customers using your EDI services to payment recipients.
32. How do you advise customers of NACHA rule changes and their implications?

Financial Services

33. Please identify any item listed in Section III of this RFP that Respondent is unwilling or unable to perform and explain why.
34. How would Respondent provide an ACH debit block on the Treasurer's Account to prevent ACH fraud? Discuss in detail the available notification formats and timeline associated with the reporting of fraudulent activity.
35. What is the most efficient method to obtain information from the Respondent regarding account inquiries, discrepancies, questions, or any other type of information that may be sought?
36. What is Respondent's average response time to account inquiries, questions regarding discrepancies, and other requests for information?
37. How would Respondent staff this project in order to meet the Treasurer's and IOC's customer service needs (e.g., direct access to staff and emergency contacts)?
38. Please confirm the ability of Respondent's Internet Treasury Management System to produce the following reports in electronic formats by providing sample copies of them:
 - a. Daily bank account statement (summary and detail);
 - b. Monthly bank account statement;
 - c. Previous day transaction report (summary and detail);
 - d. Current day transaction report (summary and detail);

- e. Sweep report (end-of-day investments, including collateral pledged);
 - f. 822 monthly account analysis (electronic file and detail statement) (refer to the Account Analysis 822 EDI Format for the file format);
 - g. ACH debit block exception review;
 - h. Current and prior day ACH return items report;
 - i. Daily IOC ACH file report by settlement date;
 - j. Ad-hoc reporting (the ability to search transactions based on specific criteria and export the results to either PDF or Excel file formats); and
 - k. Administrative report.
39. Provide a detailed list of all of Respondent's current options for the investment of collected funds, their daily balance limitations, if applicable, and the historical rate of return. If available and applicable, prospectuses shall also be provided. Respondent's investment options must meet the requirements of The Illinois State Treasurer's Office Investment Policy Statement for the State Investment Portfolio, attached hereto as Appendix F.
40. Describe the remittance delivery methods you have available.
41. Indicate remittance delivery options available for the payment transaction formats listed below and provide additional explanations, if desired.
- a. Remittance/Addenda with Payment
 - b. Remittance Detail Transmitted through Value Added Bank (VAB) Value Added Network (VAN)
 - c. Direct Transmission of Remittance Detail to the Receiving Company
 - d. Hard Copy Remittance Detail Report
 - e. Information Reporting System Delivery of Remittance Detail
 - f. Other
42. What type of assistance or services do you offer to your customers with respect to the delivery of remittance information? Do you charge additional fees for provision of this information?
43. Describe the EFT/EDI testing process you require for new customers.

44. Do you assign an implementation team? If so, describe the support provided during implementation, including but not limited to training, technical assistance, and on-site meetings.
45. List the names, location, and availability of the staff assigned to assist the IOC and Treasurer during testing and for other technical matters.
46. Provide a proposed comprehensive schedule for the implementation of the Services. The implementation schedule should include, but not be limited to, all of the various phases (*e.g.*, testing), materials available, and any on-site training provided by the Respondent.
47. Indicate the methods of transmission security you currently support.
48. If any method of transmission security listed in question #47, above, requires originator hardware/software, please describe.
49. Describe your procedures for tracing payments and remittance detail after release for payment to the RDFI.
50. Describe the controls in place to protect data integrity, ensure that payment files are not duplicated or lost, verify data syntax, etc., via means such as editing, audits, and control procedures.
51. Describe your procedures approved for disaster recovery in the event of a systems failure or other disaster at primary processing site(s).
52. Indicate your preferred transmission method, including the type of hardware and software needed, security features provided, and customer service support offered to implement this method.
53. Identify the geographic location of all hardware utilized and of the support staff who would respond to issues relating to the transmission.
54. Due to the complexity of the commercial payment records and the varying capabilities of ACH members, the IOC desires to ensure accurate and timely transmissions of electronic remittance that can be retrieved and identified by vendors using electronic data interchange-capable accounting systems. Describe your capabilities (identifying whether such capabilities are in-house or through a third party value-added network or valued-added reseller) to provide assistance in this area.
55. Describe how IOC and Treasurer data will be warehoused in the Respondent's system.

56. The IOC does not maintain a file of ACH members or access members. Describe the ability of the Respondent to maintain a file of ACH members and access members and specify frequency of updates to such a file.
57. Provide assurances that, and explain how, your organization strives to keep its Composite Receiver File directory in synch with the Federal Reserve.
58. Indicate how rejected transactions by reason of failure to match the ACH member file will be processed.
59. If available, please indicate any capability for on-line inquiry to the ACH membership file.
60. Describe in detail your method for processing daily returns and any adjustment items in accordance with the scope of work outlined herein.
61. Explain the length of time it takes you to return an item to the State once received from an RDFI.
62. Currently, the IOC requires return items to be presented electronically. Specifically identify the Contractor's preferred media for the transfer of returns and change notices. Indicate the preferred method for the transmission of the return file to the IOC.
63. The IOC desires the capability to stop an electronic payment transaction after it has left the IOC but before it is placed on the ACH network. Can you provide this capability?
64. In the instances when reversals of erroneous payments are required after the file has been placed on the ACH network, the IOC will request that the ODFI call the receiving depository financial institutions ("RDFIs") to have the item returned. The IOC will provide any backup documentation required by the ODFI. Please indicate the geographic location of support staff for this function. Also describe the process the IOC would use to request the reversal of a specific transaction after the NACHA timeframe allowed for reversals has expired.
65. With respect to payee originated issues, describe your "Help Desk" capabilities to resolve problems regarding the deposit not being received by the RDFI on the settlement date.
66. With respect to RDFI originated issues, describe what kind of support you would provide to the RDFI when the payee can neither receive nor read the electronic remittance information.
67. With respect to IOC originated issues, describe your procedures for responding to requests for assistance from the IOC (*e.g.*, tracing a missing payment).

68. Describe an acceptable procedure to report and balance transaction volumes and costs, if any, to be billed to the IOC for services provided.
69. Describe your billing procedures, addressing the IOC/Treasurer banking relationship described in Section II of this RFP.
70. Provide publicly available documentation and operating guidelines for the software system recommended for processing the State of Illinois electronic commerce payment transactions as a part of your Proposal.
71. Provide a list of individuals by name, title, location, and availability that will act as liaisons for both computer operations and accounting services between the IOC and the ODFI.
72. The IOC utilizes an IBM Z/os mainframe and a Windows 2012 based computer system for these applications. Describe your preferred transmission method including options for use of common carrier lines, virtual private networks, and other secured transmission vehicles. It is suggested that, due to the volume of data and the cost of the communications link, you detail all anticipated direct and indirect costs and the data transfer rate and provide this information separately. Please detail all costs that would be transferred to the IOC in the Cost and Price Analysis section of your Proposal.
73. The IOC and Treasurer use debit block to prevent unauthorized ACH debits from posting against their accounts, thereby maintaining the security and integrity of their accounts. The selected contractor must provide full ACH debit block services to the IOC and the Treasurer. Please describe how your financial institution would handle this feature and include any other fraud prevention and security measures that your institution can offer.
74. Please identify any other services that you believe would assist the IOC in achieving the objective of rapidly expanding the use of electronic commerce technology to initiate payments on behalf of the State of Illinois. If you do identify any such services, please also submit a cost proposal for those.

Qualifications and Experience

75. Please provide a list of previous and current clients or accounts for which Respondent provided or is providing services that are identical or similar in nature to the Services.
76. If possible, please provide a summary of any unique expertise, products, or services that would assist Respondent in performing the Services.

77. Please provide ratings from two (2) rating agencies, registered with the Securities Exchange Commission as a Nationally Recognized Statistical Rating Organization. Include ratings for senior debt, subordinated debt, and long-term deposits, if available.
78. Provide documents that sufficiently demonstrate Respondent's intent to continue in the Services-related line of business throughout the proposed contract term.

Diversity

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

Illinois Presence

84. Is the Respondent incorporated in Illinois? Please provide the physical address and website of the Respondent's headquarters and all Illinois branch offices.
85. Please note how many full-time employees are located at the Respondent's headquarters and all Illinois branch offices.
86. Please describe what presence the Respondent has in the State of Illinois. Such "presence" can be demonstrated by noting (a) the number and (b) the percentage of the Respondent's full-time employees who spend more than half their time in

Illinois and have physical offices or a principal place of business located in Illinois.

87. Using the definition provided above, what percentage of the Respondent's subcontractors for this project, if any, have an Illinois presence?
88. Please note whether the Respondent has any plans to locate staff or hire additional staff in the State of Illinois. Please provide supporting data.

Corporate Responsibility - Environmental, Social and Governance Best Practices

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

C. Cost Proposal

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

1. Do not change the pre-determined averagely monthly volumes provided in the Proposed Cost Structure;
2. Clearly communicate the price where fees are applicable, if there are pricing issues or options that require further or separate explanation;
3. Indicate how separate account analysis statements and 822 files will be prepared for the fees specific to the Treasurer and IOC;
4. Set the pricing schedules to cover an initial five-year period;
5. Include all of the costs Respondent would charge, based upon the requirements outlined in this RFP;

6. Provide pricing for all line items associated with this RFP, regardless of whether volumes have been provided or not. Pricing should not be provided in a bundled format;
7. Provide any costs not specifically mentioned in the Proposed Cost Structure but applicable to the RFP or pertinent to “Unique Capabilities” under “Additional Services;”
8. Take into account that there will be an earnings credit to the account analysis, based on the average monthly collected balance in the Treasurer’s Account and such earnings credit will be used to offset fees related to the Treasurer’s portion of the fees; and
9. Indicate which amounts, if any, shall be paid to subcontractors.

V. RFP SCHEDULE AND PROCESS

This Section provides the schedule and process for this RFP.

A. RFP Schedule

The following is the schedule for this RFP:

Date	Event
March 22, 2017	RFP published on the Treasurer’s website.
March 29, 2017	Notice of intent to attend Optional Bidder’s Conference due by 2:00 p.m. CT.
March 30, 2017	Optional Bidder’s Conference at 2:00 pm CT. (participation by phone is acceptable).
April 7, 2017	All Respondent questions due by 2:00 p.m. CT
April 17, 2017	Responses to all questions posted on the Treasurer’s website.
April 28, 2017	Proposals due at 2:00 p.m. CT.
May 15-17, 2017	Interviews and site visits, if any, with final candidates.
Week of May 22, 2017	If applicable, best and final offer due by 2:00 p.m. CT.
Week of May 29, 2017	Notification of award and begin negotiation of Agreement.

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

B. Contact Information

The Treasurer’s Chief Procurement Officer (“CPO”) is the sole point of contact concerning this RFP.

Respondents should submit questions about the intent or content of this RFP and request clarification of any and all procedures used for this procurement prior to the submission of a Proposal. Respondents must submit their questions in writing by e-mail to the CPO, Jim Underwood, at junderwood@illinoistreasurer.gov by 2:00 p.m. CT on April 7, 2017.

C. Optional Bidder’s Conference

If a Respondent intends to participate in the Optional Bidder’s Conference, the Respondent must e-mail the CPO (junderwood@illinoistreasurer.gov) notice of intent to participate by 2:00 p.m. CT on March 29, 2017. Participation by telephone is acceptable. The Optional Bidder’s Conference shall be on March 30, 2017, at 2:00 p.m. CT at the following address: 400 West Monroe Street, Suite 401, Springfield, IL 62704.

D. Proposal Submittal

All Proposals must be submitted by mail or messenger to the following address, no later than 2:00 p.m. CT on April 28, 2017:

Mr. Jim Underwood
Chief Procurement Officer
Office of the Illinois State Treasurer
400 West Monroe Street, Suite 401
Springfield, IL 62704
Telephone: 217.782.1708

E. RFP Process

1. Internet/E-mail Communications - The Treasurer and IOC may also communicate with Respondents via e-mail. Each Respondent should provide an e-mail address with its response for ease of communication throughout this RFP process.
2. Oral Communications - Any oral communication from the Treasurer’s or IOC’s employees or its contractors concerning this RFP is not binding on the Treasurer or the IOC, and shall in no way alter a specification, term or condition of this RFP.
3. Amendments - If it is necessary to amend this RFP, the Treasurer will post any amendments on its website at www.illinoistreasurer.gov.
4. Respondent’s Costs - The cost of developing a Proposal is each Respondent’s responsibility and shall not be charged to the Treasurer or the IOC.

5. Withdrawal of Proposal - Respondent may withdraw its Proposal at any time prior to the deadline for receipt of Proposals. The Respondent must submit a written withdrawal request, addressed to the CPO and signed by the Respondent's duly authorized representative.
6. Modification of Proposal - A Respondent may submit an amended Proposal before the deadline for receipt of Proposals. Such amended Proposal must be a complete replacement for the previously submitted Proposal and must be clearly identified as such in the transmittal letter to the CPO.
7. Proposal is a firm offer - A Proposal submitted in response to this RFP is a firm and binding offer, valid for 180 days after the due date for Proposals or the due date for the receipt of a best and final offer, whichever falls later.
8. Proposal is State Property - On the Proposal due date, all Proposals and related material submitted in response to this RFP become the property of the State of Illinois.
9. Proposal is Part of a Public Procurement File - All Proposals received by the Treasurer will be open to the public, though a Respondent may request that the Treasurer treat certain information as confidential in accordance with 44 Ill. Admin. Code §1400.2505. If Respondent requests confidential treatment of any information it considers to be exempt from public disclosure under FOIA or other applicable laws and rules, Respondent should submit a Redacted Copy, which copy shall be clearly identified as the "Redacted Copy." In a separate attachment to the Redacted Copy, Respondent shall supply a listing of the provisions of the Proposal, identified by section number, for which it seeks confidential treatment, identify the basis of each claimed exemption and show how that basis applies to the request for exemption in accordance with 44 Ill. Admin. Code § 1400.2505(1). The Redacted Copy must retain as much of the Proposal as possible.

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

10. CPO May Cancel RFP - If the CPO determines that it is in the Treasurer's and IOC'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.
11. Additional Information - The Treasurer and IOC reserve the right to request additional information and to meet with representatives of Respondent to discuss their Proposals.

VI. EVALUATION PROCESS AND CRITERIA

This Section explains how the Evaluation Team will evaluate the Proposals.

A. Mandatory Requirements

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

1. Submit Proposal and accompanying Cost Proposal by 2:00 p.m. CT on April 28, 2017;
2. In Respondent's Proposal, provide all of the sections and the information required for each section as set forth in Section IV.A of this RFP;
3. Provide the Cost Proposal in a separately sealed envelope and on a separate electronic storage device;
4. Be authorized to do business in Illinois as an Illinois bank or a national bank with a presence in Illinois;
5. Be authorized to transact business in Illinois for all of the Services;
6. Since January 1, 2015, Respondent or its officer(s) or principal(s), acting within the scope of their employment, have not been found liable or have not been subject to a consent order as a result of any publicly disclosed enforcement action or other regulatory proceeding by any of the following entities, including any divisions thereof: the Securities and Exchange Commission, Department of Justice, Consumer Financial Protection Bureau, U.S. Department of the Treasury, Federal Deposit Insurance Corporation, or the Federal Reserve System;
7. Be a member of the Federal Reserve System and have access to all services as a member bank and qualify as a depository for public funds in accordance with applicable law;
8. Be an established financial institution with all required licenses, bonding, facilities, equipment and trained personnel necessary to perform the work as specified in this RFP at the time of this RFP, or prior to that time, if required by law. The Treasurer reserves the right to require proof of said requirements; and
9. Have a minimum of ten (10) years of experience performing services that are considered identical or similar in nature to the Services.

B. Scoring

Evaluation Factor	Maximum Number of Points Possible
Background and Experience	25
Quality of Financial Services	30
Diversity	5
Corporate Responsibility - Environmental, Social, and Governance Best Practices	5
Illinois Presence	10
Cost Proposal	20
Interview, if applicable	5
TOTAL	100

C. Determining Scores

1. Background and Experience - Scoring will be based on Respondent's demonstrated talent and experience of assigned personnel. The breadth and depth of similar engagements will be considered. The evaluation will also include reference checks regarding the Respondent's work for other clients who received or are receiving services similar to those required by this RFP.
2. Quality of Financial Services – Scoring will be based on Respondent's answers to the questions in Section IV.B of this RFP. The thoroughness and clarity of the Proposal, the perceived validity of the Proposal, and the ability to provide quality Services to the Treasurer and the IOC will also be considered.
3. Diversity - Respondent's diversity score will be scored based on the answers the Respondent provides to the diversity questions in Section IV.B.79 through 83 of this RFP. The Evaluation Team shall award a higher diversity score to Respondents (including subcontractors) that are female, minority, person with disabilities, or veteran owned or managed. Having a higher percentage of subcontractors that are female, minority, person with disabilities, or veteran owned or managed shall also result in higher scores.
4. Illinois Presence - Respondent's Illinois presence shall be scored based on the answers Respondent provides to questions IV.B.84 through IV.B.88. Respondents with a principal place in Illinois and a higher percentage of employees in Illinois shall receive higher scores.

5. Corporate Responsibility - Environmental, Social, and Governance Best Practices – Respondent’s environmental, social, and governance best practices score will be scored based on the answers the Respondent provides to the environmental, social, and governance best practices questions in Section IV.B.89 through IV.B.92.
6. Cost Proposal - The Evaluation Team shall evaluate the cost-effectiveness of Respondent’s Cost Proposal in order to determine the Cost Proposal score.
7. Interview - In the event the Treasurer does not conduct interviews, all Respondents will be awarded zero (0) points for this evaluation factor.

D. Evaluation Process

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

VII. CONTRACT TERMS AND CONDITIONS

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 or IOC can only be brought in the Illinois Court of Claims.

C. Term of Agreement

The term of the Agreement shall be five (5) years, unless terminated in accordance with the terms of this Agreement. The Treasurer and the IOC 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 five (5) years.

D. Termination

1. Termination without Cause
The Treasurer and IOC may elect to terminate the Agreement at any time upon thirty (30) calendar days' notice.

2. Termination for Cause
Notwithstanding any language to the contrary, the Agreement may be terminated by the Treasurer or the Chief Procurement Officer and IOC under any of the following circumstances:
 - i. Contractor fails to furnish satisfactory performance within the time specified;
 - ii. 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;
 - iii. 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;
 - iv. There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means were used to obtain the Agreement;
 - v. Contractor is guilty of misrepresentation in connection with another contract for services to the State;
 - vi. Contractor is adjudged bankrupt or enters into a general assignment for the benefit of its creditors or receivership due to insolvency;
 - vii. Change in federal or State law or rules, or the Contractor's, Treasurer's, or IOC's policies that would frustrate the purpose of the Agreement;
 - viii. Contractor disregards laws and ordinances, rules, or instructions of the Treasurer and/or IOC or the Treasurer's or IOC's 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;
 - ix. Contractor is found liable or is 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; or

- x. Contractor commits any other breach of the Agreement or commits other unlawful acts.

Prior to terminating the Agreement for cause, the Treasurer and IOC 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 and IOC 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 and IOC may recover any and all damages involved with the transition to a new vendor including incidental and consequential damages. Failure by the Treasurer and IOC to issue a warning or cancel this Agreement does not waive any of the Treasurer's and IOC's rights to issue subsequent warnings.

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

E. Notices

1. Notice of Liability.

Contractor hereby agrees to give the Treasurer and IOC 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 are 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 and IOC such notice within five (5) business days of when Contractor knows or reasonably should have known of the finding of liability or consent order. Contractor's delivery of notice pursuant to this Section or failure to provide the required notice shall give the Treasurer and IOC reason to terminate this Agreement pursuant to Section D.2.

2. Effective Notice.

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

To the Treasurer:
Liz Turner
Director of State Portfolio & Banking

Office of the Illinois State Treasurer
400 West Monroe, Suite 305
Springfield, IL 62704
Fax: 217.557.6578
E-mail: lturner@illinoistreasurer.gov

To IOC:
Scott Stauder
Electronic Commerce Supervisor
Illinois Office of the Comptroller
325 West Adams Street
Springfield, IL 62704
Fax: 217.524.8402
E-mail: scott.stauder@illinoiscomptroller.gov

Amendment to this Agreement shall not be required to change the addresses or addressees in this Section. A party may make such changes via written notice to the other party.

F. Work Product

1. Ownership of Work Product

Except as otherwise agreed to in writing, all work product, including, but not limited to, documents, reports, data, information, designs, code, and ideas specially produced, developed, or designed by the Contractor under the Agreement, whether preliminary or final, (collectively, the "Work Product") will become and remain the property of the Treasurer and IOC, including any copyright or service marks developed by the Contractor on behalf of the Treasurer and IOC. The Treasurer and IOC 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 and IOC, or to a third party, if so instructed by the Treasurer and/or IOC, as applicable, all Work Product in Contractor's possession in the performance of the Agreement. If requested by the Treasurer or IOC, the Contractor shall certify in writing that all such Work Product has been delivered to the Treasurer or IOC, as applicable.

G. State Furnished Property

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

H. Internal Controls

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

I. Disaster Recovery and Back-up Facilities

Contractor and its subcontractor(s), if applicable, shall prepare and test a plan for recovery of financial transactions and related information in the event of a disaster or system failure. Upon execution of the Agreement, the Contractor and its subcontractor(s), if applicable, shall furnish a copy of the plan, test results, and the results of the annual audit of the disaster recovery plan to both the Treasurer and IOC.

J. Indemnification

The Contractor shall indemnify and hold Treasurer and IOC, 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 losses, including loss of, damage to, or destruction of property due to the Contractor's breach of this Agreement, or the negligent acts or omissions or willful misconduct of Contractor, its employees, or its agents in connection with this RFP and the Agreement.

K. Liability

The Treasurer assumes no liability for acts or omissions of the Contractor. This liability rests solely with 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.

L. Subcontractors

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

M. Right to Audit Books and Records

Contractor and subcontractors, if any, shall maintain adequate books, records, and supporting documents related to the Agreement, including those necessary to support amounts charged to the State under the Agreement, for a minimum of five (5) 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, IOC or the Treasurer; Contractor agrees to cooperate fully with any audit conducted by the Auditor General, IOC or the Treasurer and to provide full access to all relevant materials. The five (5) 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. Further, the Contractor will be required to make working papers available, upon request, without limitation, and at no charge to the IOC.

N. Confidentiality and Security Requirements

This Section shall survive the termination of the Agreement.

1. Confidential Information

Contractor shall be prohibited from using or disclosing information received in the course of fulfilling its obligations pursuant to the Agreement (“Confidential Information”), except in the performance of its internal responsibilities and normal functions and as directed by the Treasurer and/or IOC. 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. Contractor’s 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 or IOC. Contractor further agrees to establish, maintain, and comply with a privacy policy with respect to the performance of the Agreement 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 and IOC or required by applicable law.

O. 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 IOC and any successors of Contractor, but neither this Agreement nor any of the rights or obligations under the Agreement may be transferred or assigned without the Treasurer's and IOC'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 and IOC shall render this Agreement voidable by the Treasurer and IOC. The Treasurer and IOC may unilaterally bind any successor of the Contractor to the terms and conditions of the Agreement.

P. Reporting and Testing

The Contractor shall provide a complete sample of all reports generated by its Internet treasury management system ("Treasury Management System") within ten (10) Business Days of execution of the Agreement. Such reports shall contain data specific to the types of transactions the Treasurer's account will be expecting on a daily basis. The Contractor shall also provide the Treasurer and IOC with access to the Treasury Management System for the purpose of testing the exporting of information into the following file formats: PDF, BAI2, CSV, and TXT. The export must also contain data specific to the types of transactions the Treasurer's account will be anticipating on a daily basis. The Contractor shall provide all reports and test data as soon as possible after execution of the Agreement to allow the Treasurer to perform all necessary testing. The Contractor shall also be required to perform testing with IOC as approved by the IOC.

Q. Compensation

The Contractor shall provide the Services pursuant to the Agreement on a fee-for-service basis to both the Treasurer and IOC, 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 shall submit a detailed monthly invoice to the Treasurer and IOC based on their specific fees.

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

S. Enforceability

The Contractor shall certify that the execution and delivery by the Contractor of the Agreement and the performance by the Contractor of its obligations pursuant to the Agreement have been duly and validly authorized, with no other corporate action on the part of the Contractor or its stockholders being necessary. The Contractor shall certify that it has the full legal right, power, and authority to execute and deliver the Agreement and to perform its obligations pursuant to the Agreement, 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.

T. No Conflicts

The Contractor shall certify 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:

1. 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;
2. 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
3. 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.

U. No Pending or Threatened Litigation

The Contractor shall certify 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.

V. 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.

W. Change of Law or Policy

The Contractor shall notify the Treasurer and IOC 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 and IOC 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.

X. 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 upon by and between the Treasurer, IOC, and the Contractor and shall be incorporated in written amendments to the Agreement, processed through and approved by the Treasurer.

Y. State Certifications/Disclosures

The Agreement will incorporate Contractor's fully executed State Certifications and Disclosure Forms, copies of which are attached hereto as Appendix H. Further, to the extent there was a current vendor providing the services covered by this Agreement and the employees of that vendor who provided those services are covered by a collective bargaining agreement, Contractor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform

substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30ILCS 500/25-80.

Z. Review

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

Appendix A

Daily Electronic Commerce Payment Service Dollar Volumes FY 2015 and 2016

FISCAL YEAR 2015											
File Settlement Date	COMMERCIAL	NON-COMMERCIAL	File Settlement Date	COMMERCIAL	NON-COMMERCIAL	File Settlement Date	COMMERCIAL	NON-COMMERCIAL	File Settlement Date	COMMERCIAL	NON-COMMERCIAL
7/1/2014	\$176,676,592.64	\$375,172,271.72	10/1/2014	\$59,204,925.25	\$386,178,965.62	1/2/2015	\$125,925,160.98	\$467,316,759.48	4/1/2015	\$99,242,961.28	\$397,315,951.25
7/2/2014	\$129,869,960.18	\$64,275,759.67	10/2/2014	\$32,003,513.33	\$63,979,096.45	1/5/2015	\$202,287,867.30	\$9,513,472.17	4/2/2015	\$96,342,583.95	\$66,346,965.66
7/3/2014	\$209,194,602.98	\$9,914,934.64	10/3/2014	\$138,272,584.65	\$8,238,606.57	1/6/2015	\$98,327,471.80	\$4,573,350.68	4/3/2015	\$851,643,763.14	\$48,836,511.70
7/7/2014	\$93,236,803.77	\$14,242,333.23	10/6/2014	\$97,140,959.72	\$4,340,942.19	1/7/2015	\$117,329,857.58	\$9,365,185.89	4/6/2015	\$182,654,861.92	\$10,696,969.60
7/8/2014	\$42,431,751.99	\$4,085,573.43	10/7/2014	\$115,605,604.07	\$13,427,885.48	1/8/2015	\$119,619,830.70	\$3,539,063.63	4/7/2015	\$309,948,873.43	\$31,114,912.64
7/9/2014	\$124,039,905.05	\$2,660,175.86	10/8/2014	\$153,400,041.97	\$5,806,871.94	1/9/2015	\$58,711,722.55	\$27,023,698.57	4/8/2015	\$86,691,533.49	\$5,765,969.81
7/10/2014	\$102,261,305.59	\$18,377,297.68	10/9/2014	\$317,479,846.92	\$1,788,169.64	1/12/2015	\$454,249,667.95	\$12,447,242.66	4/9/2015	\$22,156,482.27	\$1,651,715.66
7/11/2014	\$313,994,287.79	\$116,274,683.19	10/10/2014	\$329,723,916.55	\$45,173,251.11	1/13/2015	\$240,090,612.21	\$21,095,370.11	4/10/2015	\$182,348,539.39	\$66,733,895.10
7/14/2014	\$124,324,283.87	\$36,969,048.43	10/14/2014	\$56,645,187.06	\$44,036,923.35	1/14/2015	\$59,383,104.85	\$33,739,478.77	4/13/2015	\$95,996,366.66	\$31,403,181.54
7/15/2014	\$85,729,306.91	\$48,161,748.85	10/15/2014	\$212,119,150.41	\$51,753,021.74	1/15/2015	\$49,553,853.64	\$43,806,360.18	4/14/2015	\$506,989,617.15	\$58,642,505.14
7/16/2014	\$56,346,396.66	\$28,589,112.30	10/16/2014	\$75,078,684.13	\$16,729,041.87	1/16/2015	\$151,682,017.38	\$160,503,227.19	4/15/2015	\$82,375,485.27	\$42,220,520.86
7/17/2014	\$136,705,503.06	\$2,320,353.08	10/17/2014	\$129,176,160.22	\$137,567,573.00	1/20/2015	\$98,511,754.92	\$35,059,917.66	4/16/2015	\$86,891,625.97	\$17,405,001.11
7/18/2014	\$63,593,911.83	\$140,038,671.14	10/20/2014	\$142,198,094.21	\$28,575,195.04	1/21/2015	\$273,081,231.27	\$7,076,317.35	4/17/2015	\$128,874,900.88	\$159,769,388.91
7/21/2014	\$100,215,081.95	\$28,576,766.51	10/21/2014	\$127,258,095.28	\$19,044,778.38	1/22/2015	\$237,669,646.95	\$11,322,423.55	4/20/2015	\$147,517,794.59	\$30,464,117.89
7/22/2014	\$137,416,048.95	\$10,673,966.80	10/22/2014	\$320,023,090.35	\$9,065,769.10	1/23/2015	\$70,198,981.35	\$21,291,067.54	4/21/2015	\$336,127,503.15	\$67,080,082.87
7/23/2014	\$57,344,299.76	\$6,461,571.96	10/23/2014	\$199,952,301.01	\$5,899,018.11	1/26/2015	\$178,287,270.88	\$18,154,955.48	4/22/2015	\$305,840,814.49	\$13,644,838.85
7/24/2014	\$69,096,679.19	\$2,192,589.74	10/24/2014	\$140,330,538.27	\$26,939,969.40	1/27/2015	\$256,376,153.57	\$4,540,725.41	4/23/2015	\$206,608,160.26	\$5,921,220.33
7/25/2014	\$84,398,674.34	\$25,892,085.19	10/27/2014	\$165,936,163.58	\$12,019,815.83	1/28/2015	\$51,172,687.97	\$23,671,714.18	4/24/2015	\$297,771,173.76	\$88,048,638.59
7/28/2014	\$201,128,192.55	\$32,509,155.74	10/28/2014	\$65,704,623.36	\$36,878,327.70	1/29/2015	\$104,434,185.69	\$33,519,370.50	4/27/2015	\$252,085,566.41	\$13,186,608.53
7/29/2014	\$71,641,472.14	\$32,076,087.18	10/29/2014	\$75,293,709.80	\$32,203,260.58	1/30/2015	\$77,258,535.78	\$59,075,884.26	4/28/2015	\$623,329,608.20	\$40,647,361.70
7/30/2014	\$314,816,252.40	\$38,177,353.33	10/30/2014	\$77,234,468.37	\$10,708,982.78	2/2/2015	\$377,155,873.25	\$147,542,613.93	4/29/2015	\$219,777,773.28	\$32,376,548.80
7/31/2014	\$110,074,740.86	\$53,375,530.77	10/31/2014	\$82,173,990.05	\$45,085,373.00	2/3/2015	\$204,604,893.62	\$713,542.79	4/30/2015	\$185,564,301.73	\$52,840,817.87
8/1/2014	\$90,636,385.21	\$388,989,141.73	11/3/2014	\$86,190,250.32	\$448,957,028.99	2/4/2015	\$54,959,278.69	\$405,509.59	5/1/2015	\$173,810,451.40	\$401,706,552.93
8/4/2014	\$43,320,749.89	\$65,426,106.42	11/4/2014	\$0.00	\$109,294.17	2/5/2015	\$20,804,982.28	\$12,304,869.64	5/4/2015	\$140,881,660.34	\$72,137,853.37
8/5/2014	\$58,834,454.61	\$10,935,684.00	11/5/2014	\$62,009,197.59	\$16,172,773.93	2/6/2015	\$37,572,890.69	\$12,859,871.37	5/5/2015	\$164,582,884.05	\$8,746,097.83
8/6/2014	\$112,352,352.01	\$3,689,848.65	11/6/2014	\$38,774,515.87	\$3,822,039.18	2/9/2015	\$76,094,085.01	\$6,042,530.47	5/6/2015	\$68,602,691.94	\$4,194,653.30
8/7/2014	\$122,304,672.92	\$9,640,586.98	11/7/2014	\$34,682,012.32	\$11,285,666.56	2/10/2015	\$466,346,608.50	\$20,086,520.64	5/7/2015	\$80,489,378.96	\$9,572,261.31
8/8/2014	\$253,211,147.65	\$22,366,061.20	11/10/2014	\$79,450,037.62	\$28,519,878.99	2/11/2015	\$39,526,963.26	\$15,118,656.36	5/8/2015	\$28,996,561.21	\$35,029,717.15
8/11/2014	\$44,925,680.73	\$17,121,361.58	11/12/2014	\$453,422,014.27	\$18,464,423.71	2/12/2015	\$0.00	\$3,335,537.33	5/11/2015	\$112,386,545.96	\$16,426,514.38
8/12/2014	\$372,605,578.29	\$5,935,438.54	11/13/2014	\$304,585,544.15	\$21,893,767.28	2/13/2015	\$455,983,820.13	\$84,286,447.77	5/12/2015	\$322,440,460.26	\$8,943,480.58
8/13/2014	\$43,619,622.18	\$19,315,069.53	11/14/2014	\$100,787,409.56	\$66,347,041.90	2/17/2015	\$72,333,678.36	\$36,875,845.16	5/13/2015	\$338,683,811.24	\$20,137,222.62
8/14/2014	\$320,329,090.30	\$32,554,552.84	11/17/2014	\$73,841,459.29	\$25,675,831.87	2/18/2015	\$69,687,499.85	\$592,417.38	5/14/2015	\$38,415,357.30	\$32,520,203.86
8/15/2014	\$92,906,314.82	\$50,047,439.83	11/18/2014	\$83,050,490.11	\$3,016,701.86	2/19/2015	\$127,349,433.77	\$141,818,722.85	5/15/2015	\$78,653,947.46	\$54,568,779.33
8/18/2014	\$78,990,666.08	\$17,172,433.59	11/19/2014	\$172,526,980.31	\$136,231,405.49	2/20/2015	\$33,494,515.12	\$38,433,909.01	5/18/2015	\$152,119,730.01	\$16,485,862.26
8/19/2014	\$93,462,785.75	\$134,340,271.67	11/20/2014	\$181,224,839.60	\$29,397,255.71	2/23/2015	\$191,356,667.36	\$8,516,641.75	5/19/2015	\$152,418,235.03	\$150,016,672.65
8/20/2014	\$50,472,293.14	\$28,950,133.47	11/21/2014	\$111,092,908.98	\$20,837,161.54	2/24/2015	\$242,564,112.43	\$2,984,106.14	5/20/2015	\$53,144,813.90	\$30,381,581.78
8/21/2014	\$42,691,570.33	\$4,705,802.16	11/24/2014	\$216,665,702.53	\$6,498,465.18	2/25/2015	\$133,413,621.01	\$21,256,108.94	5/21/2015	\$153,410,064.35	\$4,028,532.31
8/22/2014	\$195,738,743.15	\$16,972,506.28	11/25/2014	\$187,142,348.56	\$25,360,745.78	2/26/2015	\$188,930,376.70	\$18,536,306.32	5/22/2015	\$280,206,254.48	\$35,780,513.88
8/25/2014	\$38,716,139.99	\$23,468,267.86	11/26/2014	\$135,788,432.40	\$101,516,331.17	2/27/2015	\$104,217,550.62	\$97,025,091.66	5/26/2015	\$121,267,891.38	\$31,624,747.62
8/26/2014	\$168,879,151.22	\$20,273,317.70	11/28/2014	\$0.00	\$40,112,805.93	3/2/2015	\$106,189,077.83	\$479,582,736.06	5/27/2015	\$220,489,256.62	\$7,319,384.45
8/27/2014	\$76,194,003.05	\$3,565,438.70	12/1/2014	\$128,172,009.05	\$368,532,203.99	3/3/2015	\$159,029,286.92	\$24,416,997.19	5/28/2015	\$146,324,157.33	\$20,141,693.02
8/28/2014	\$63,128,435.46	\$20,344,639.53	12/2/2014	\$151,973,728.52	\$63,225,296.52	3/4/2015	\$42,184,820.22	\$2,751,340.79	5/29/2015	\$161,846,337.08	\$82,252,078.05
8/29/2014	\$34,584,394.50	\$77,804,763.00	12/3/2014	\$96,164,272.28	\$1,619,420.61	3/5/2015	\$40,422,806.97	\$69,508,354.74	6/1/2016	\$111,718,378.03	\$404,361,167.59

9/2/2014	\$53,212,590.13	\$457,874,592.86	12/4/2014	\$67,782,537.39	\$1,894,135.82	3/6/2015	\$48,375,537.11	\$12,740,883.85	6/2/2016	\$107,782,947.83	\$70,358,468.64
9/3/2014	\$86,484,512.12	\$3,561,249.28	12/5/2014	\$111,610,611.03	\$18,697,307.11	3/9/2015	\$51,970,202.16	\$83,227,807.48	6/3/2016	\$61,493,049.72	\$429,861.24
9/4/2014	\$61,142,703.01	\$264,400.70	12/8/2014	\$84,334,103.37	\$10,296,882.12	3/10/2015	\$60,606,891.75	17,834,614.18	6/4/2016	\$51,938,893.59	\$839,551.77
9/5/2014	\$42,755,598.12	\$17,487,828.70	12/9/2014	\$111,513,176.14	\$4,437,504.66	3/11/2015	\$241,190,088.05	\$16,743,630.35	6/5/2016	\$58,797,795.06	\$60,115,956.78
9/8/2014	\$33,723,263.81	\$7,119,734.46	12/10/2014	\$132,922,540.07	\$17,305,966.58	3/12/2015	\$474,873,893.99	\$79,100,328.01	6/8/2015	\$52,344,942.11	\$10,198,281.99
9/9/2014	\$82,250,188.69	\$4,533,156.67	12/11/2014	\$84,710,570.20	\$15,450,361.58	3/13/2015	\$53,228,794.83	\$157,064,594.16	6/9/2015	\$134,239,940.13	\$6,914,321.66
9/10/2014	\$84,037,087.84	\$18,189,657.00	12/12/2014	\$231,257,590.50	\$47,994,456.33	3/16/2015	\$87,134,516.06	\$38,474,218.07	6/10/2015	\$154,846,137.12	\$18,700,237.84
9/11/2014	\$79,659,193.72	\$15,303,411.84	12/15/2014	\$128,835,976.30	\$54,425,579.24	3/17/2015	\$138,839,567.17	\$58,113,729.43	6/11/2015	\$142,477,300.04	\$15,685,323.57
9/12/2014	\$499,446,761.55	\$47,876,850.66	12/16/2014	\$377,938,416.29	\$23,164,294.37	3/18/2015	\$94,022,589.11	\$152,522,530.27	6/12/2015	\$171,044,347.43	\$47,936,318.97
9/15/2014	\$38,321,151.34	\$51,740,108.80	12/17/2014	\$87,335,316.24	\$1,962,341.44	3/19/2015	\$146,175,179.07	\$300,447,901.48	6/15/2015	\$102,934,807.06	\$52,434,886.81
9/16/2014	\$261,951,384.32	\$20,228,829.01	12/18/2014	\$190,878,980.04	\$530,414.54	3/20/2015	\$253,598,351.65	\$39,588,646.55	6/16/2015	\$463,401,182.57	\$28,714,755.70
9/17/2014	\$150,372,996.48	\$1,872,138.92	12/19/2014	\$89,266,779.98	\$146,205,773.28	3/23/2015	\$97,120,295.46	\$57,213,969.86	6/17/2015	\$232,216,517.89	\$1,663,287.37
9/18/2014	\$147,106,850.76	\$673,500.51	12/22/2014	\$87,852,076.69	\$34,207,943.90	3/24/2015	\$214,756,860.33	\$1,330,020.83	6/18/2015	\$158,806,108.84	\$712,457.04
9/19/2014	\$169,144,825.10	\$141,242,208.96	12/23/2014	\$239,120,590.59	\$50,519,536.07	3/25/2015	\$87,118,720.62	\$42,066,280.29	6/19/2015	\$70,998,575.64	\$165,027,478.50
9/22/2015	\$51,871,613.10	\$35,217,647.93	12/24/2014	\$0.00	\$20,620,803.57	3/26/2015	\$199,429,186.18	\$15,252,470.08	6/22/2015	\$88,478,145.87	\$35,381,721.77
9/23/2015	\$249,042,873.94	\$8,713,577.61	12/26/2014	\$0.00	\$25,211.49	3/27/2015	\$151,885,786.69	\$94,290,910.23	6/23/2015	\$254,179,910.87	\$10,834,031.82
9/24/2015	\$233,153,566.84	\$1,188,237.58	12/29/2014	\$181,528,968.03	\$23,534,756.56	3/30/2015	\$64,531,314.60	\$20,036,079.32	6/24/2015	\$134,133,719.97	\$1,272,920.15
9/25/2015	\$105,142,150.72	\$17,547,672.12	12/30/2014	\$171,198,196.69	\$10,145,260.31	3/31/2015	\$134,870,565.31	\$62,879,326.21	6/25/2015	\$255,882,212.06	\$24,294,929.20
9/26/2015	\$92,761,304.12	\$36,430,474.57	12/31/2014	\$455,744,013.48	\$27,463,935.58				6/26/2015	\$113,375,731.78	\$42,829,474.29
9/29/2014	\$94,942,994.72	\$36,922,378.97							6/29/2015	\$184,232,393.17	\$36,090,497.07
9/30/2014	\$129,357,895.58	\$55,718,132.75							6/30/2015	\$98,600,864.92	\$53,949,431.82

FISCAL YEAR 2016											
7/1/2015	\$195,585,654.15	\$403,279,682.53	10/1/2015	\$111,490,767.68	\$408,195,966.87	1/4/2016	\$164,195,367.82	\$492,649,926.53	4/1/2016	\$56,000,660.33	\$467,940,516.73
7/2/2015	\$180,569,797.46	\$81,727,060.64	10/2/2015	\$53,584,168.27	\$70,155,112.44	1/5/2016	\$32,363,068.76	\$7,972,693.06	4/4/2016	\$31,614,240.02	\$70,526,640.67
7/3/2015	0	\$4,694,372.21	10/5/2015	\$75,011,633.76	\$9,018,454.11	1/6/2016	\$85,010,178.50	\$3,498,985.37	4/5/2016	\$48,660,263.98	\$29,740,810.96
7/6/2015	\$62,616,207.29	\$40,066.22	10/6/2015	\$336,516,037.29	\$5,769,569.91	1/7/2016	\$168,697,148.97	\$9,528,583.39	4/6/2016	\$132,685,372.75	\$5,554,760.51
7/7/2015	\$292,274,225.75	\$9,933,780.50	10/7/2015	\$87,458,609.12	\$8,952,140.60	1/8/2016	\$98,501,195.56	\$19,243,045.33	4/7/2016	\$159,626,352.26	\$8,835,009.31
7/8/2015	\$319,738,504.39	\$3,539,144.73	10/8/2015	\$222,949,170.20	\$5,573,897.65	1/11/2016	\$385,021,745.24	\$20,455,513.46	4/8/2016	\$31,965,885.80	\$66,713,752.01
7/9/2015	\$180,894,643.51	\$2,906,927.84	10/9/2015	\$171,070,415.44	\$30,227,490.60	1/12/2016	\$205,367,149.50	\$4,192,985.48	4/11/2016	\$136,599,529.48	\$15,942,769.27
7/10/2015	\$69,744,776.32	\$25,815,649.19	10/13/2015	\$203,970,774.46	\$30,716,706.40	1/13/2016	\$187,145,696.84	\$20,843,077.42	4/12/2016	\$264,034,202.76	\$28,509,323.08
7/13/2015	\$21,067,167.68	\$38,130,292.32	10/14/2015	\$511,110,366.96	\$33,396,235.03	1/14/2016	\$150,887,021.03	\$33,770,314.87	4/13/2016	\$204,254,595.42	\$21,591,127.44
7/14/2015	\$150,408,861.10	\$36,251,304.66	10/15/2015	\$134,464,626.23	\$41,223,241.80	1/15/2016	\$75,739,049.24	\$48,161,355.88	4/14/2016	\$69,197,608.95	\$31,245,800.89
7/15/2015	\$96,554,102.79	\$51,441,301.74	10/16/2015	\$41,975,164.63	\$19,985,841.29	1/19/2016	\$92,446,527.10	\$174,633,934.10	4/15/2016	\$81,791,753.69	\$56,469,590.01
7/16/2015	\$87,207,964.22	\$24,002,484.06	10/19/2015	\$173,223,177.92	\$149,982,070.62	1/20/2016	\$288,183,041.77	\$32,503,519.16	4/18/2016	\$336,840,552.44	\$15,333,524.78
7/17/2015	\$251,137,849.41	\$151,904,689.41	10/20/2015	\$89,721,274.08	\$41,938,555.60	1/21/2016	\$86,068,557.13	\$4,194,656.40	4/19/2016	\$67,369,634.98	\$175,827,875.92
7/20/2015	\$104,297,776.42	\$33,398,642.88	10/21/2015	\$69,737,541.76	\$3,755,429.62	1/22/2016	\$401,895,837.52	\$9,217,542.97	4/20/2016	\$131,133,761.05	\$33,280,367.11
7/21/2015	\$114,795,994.54	\$5,477,004.63	10/22/2015	\$231,348,246.45	\$9,441,231.84	1/25/2016	\$171,692,232.31	\$19,939,336.62	4/21/2016	\$95,396,198.59	\$4,450,456.24
7/22/2015	\$139,667,002.73	\$8,847,932.31	10/23/2015	\$174,277,521.57	\$37,052,376.04	1/26/2016	\$227,374,234.88	\$17,017,194.91	4/22/2016	\$471,684,819.97	\$61,717,332.78
7/23/2015	\$130,764,302.71	\$7,185,704.65	10/26/2015	\$56,411,282.55	\$16,534,802.30	1/27/2016	\$272,692,134.63	\$4,453,715.81	4/25/2016	\$245,075,558.34	\$29,192,981.81
7/24/2015	\$211,911,667.11	\$27,063,317.10	10/27/2015	\$169,634,682.09	\$4,518,741.43	1/28/2016	\$25,427,518.41	\$20,643,571.92	4/26/2016	\$352,336,866.37	\$45,533,959.50
7/27/2015	\$65,977,599.91	\$10,922,061.54	10/28/2015	\$49,940,994.72	\$19,793,165.92	1/29/2016	\$187,041,784.76	\$76,643,281.09	4/27/2016	\$95,176,830.72	\$2,896,497.81
7/28/2015	\$156,848,506.29	\$22,135,148.43	10/29/2015	\$72,470,746.30	\$32,328,344.38	2/1/2016	\$137,149,649.30	\$430,744,777.49	4/28/2016	\$269,880,200.16	\$19,161,746.59
7/29/2015	\$38,244,944.33	\$32,119,726.27	10/30/2015	\$140,028,290.00	\$58,703,573.89	2/2/2016	\$106,850,656.09	\$71,820,329.49	4/29/2016	\$343,758,671.05	\$132,012,716.10
7/30/2015	\$60,254,173.44	\$11,575,030.70	11/2/2015	\$68,478,250.01	\$472,576,954.32	2/3/2016	\$117,320,714.24	\$701,479.58	5/2/2016	\$348,346,711.88	\$494,285,519.77
7/31/2015	\$51,868,750.84	\$50,660,293.45	11/3/2015	\$38,062,989.68	\$2,078,086.36	2/4/2016	\$20,065,921.10	\$937,833.93	5/3/2016	\$48,359,048.07	\$33,184,766.25
8/3/2015	\$201,575,005.01	\$473,731,820.15	11/4/2015	\$44,428,169.94	\$211,213.15	2/5/2016	\$39,540,968.72	\$18,554,453.12	5/4/2016	\$89,220,958.68	\$183,652.49
8/4/2015	\$58,970,691.42	\$3,875,920.19	11/5/2015	\$81,698,816.76	\$10,105,064.72	2/8/2016	\$73,715,449.19	\$9,535,460.66	5/5/2016	\$47,468,787.47	\$10,003,506.01
8/5/2015	\$32,886,498.53	\$8,949,973.31	11/6/2015	\$75,360,376.09	\$14,638,017.87	2/9/2016	\$40,832,487.54	\$1,466,651.60	5/6/2016	\$160,841,446.91	\$61,957,822.75
8/6/2015	\$26,295,055.99	\$4,764,559.51	11/9/2015	\$97,932,838.55	\$9,262,633.74	2/10/2016	\$45,182,840.79	\$21,884,869.57	5/9/2016	\$105,681,768.23	\$6,227,878.63
8/7/2015	\$25,634,041.71	\$10,386,134.96	11/10/2015	\$173,827,454.34	\$26,052,605.64	2/11/2016	\$114,278,456.68	\$90,331,097.01	5/10/2016	\$263,292,360.68	\$33,137,556.65
8/10/2015	\$62,416,785.40	\$22,733,610.42	11/12/2015	\$133,313,171.76	\$10,478,024.49	2/12/2016	\$0.00	\$35,411,258.13	5/11/2016	\$46,437,014.68	\$14,183,920.33
8/11/2015	\$47,616,430.07	\$16,972,139.16	11/13/2015	\$183,361,220.24	\$73,981,381.36	2/16/2016	\$531,020,542.83	\$4,433,454.70	5/12/2016	\$354,199,437.87	\$3,230,519.23
8/12/2015	\$238,459,507.49	\$3,041,348.62	11/16/2015	\$174,419,811.32	\$33,916,950.78	2/17/2016	\$52,057,030.90	\$3,315,583.74	5/13/2016	\$22,250,997.64	\$77,715,305.53
8/13/2015	\$66,545,654.39	\$20,553,534.67	11/17/2015	\$167,998,764.63	\$7,683,541.43	2/18/2016	\$261,906,135.26	\$863,084.37	5/16/2016	\$115,091,938.74	\$34,340,761.29
8/14/2015	\$63,902,164.41	\$72,072,622.18	11/18/2015	\$191,706,322.30	\$930,957.44	2/19/2016	\$169,928,157.38	\$163,787,965.54	5/17/2016	\$73,670,416.83	\$9,198,255.07
8/17/2015	\$57,485,678.48	\$26,050,272.29	11/19/2015	\$63,961,144.55	\$149,078,331.48	2/22/2016	\$147,026,473.46	\$35,982,682.02	5/18/2016	\$561,695,370.42	\$629,981.05
8/18/2015	\$86,554,724.43	\$1,478,323.42	11/20/2015	\$126,303,222.14	\$41,718,050.76	2/23/2016	\$353,084,701.22	\$4,964,752.64	5/19/2016	\$35,278,509.97	\$157,198,114.97
8/19/2015	\$178,389,745.44	\$147,488,940.87	11/23/2015	\$64,879,943.35	\$19,433,844.48	2/24/2016	\$93,643,310.50	\$4,370,594.86	5/20/2016	\$68,089,302.22	\$53,764,485.55
8/20/2015	\$41,324,431.07	\$32,599,128.05	11/24/2015	\$293,681,389.47	\$6,398,930.03	2/25/2016	\$138,758,181.88	\$17,913,450.72	5/23/2016	\$56,609,698.09	\$16,795,075.79
8/21/2015	\$200,694,732.71	\$17,037,139.37	11/25/2015	\$123,642,499.34	\$66,278,683.46	2/26/2016	\$145,424,884.07	\$36,559,627.97	5/24/2016	\$311,330,225.01	\$8,255,446.45
8/24/2015	\$202,877,417.36	\$12,284,065.43	11/27/2015	\$0.00	\$28,288,899.90	2/29/2016	\$75,218,278.51	\$78,291,639.99	5/25/2016	\$74,353,885.51	\$16,557,042.66
8/25/2015	\$49,957,791.03	\$19,094,319.54	11/30/2015	\$155,005,800.10	\$44,833,011.29	3/1/2016	\$132,472,402.69	\$478,116,244.39	5/26/2016	\$23,745,418.76	\$14,457,464.54
8/26/2015	\$185,769,030.56	\$22,340,488.98	12/1/2015	\$76,157,660.23	\$407,788,454.46	3/2/2016	\$69,353,001.61	\$122,820,292.75	5/27/2016	\$307,021,586.97	\$56,334,815.45
8/27/2015	\$150,803,674.51	\$80,689,111.46	12/2/2015	\$173,327,614.97	\$67,656,552.77	3/3/2016	\$35,917,430.86	\$1,251,723.45	5/31/2016	\$125,944,770.39	\$59,601,920.93
8/28/2015	\$93,452,812.32	\$123,220,380.26	12/3/2015	\$466,069,923.44	\$662,312.91	3/4/2016	\$110,331,997.45	\$88,914,205.48	6/1/2016	\$67,405,589.05	\$428,165,647.14
8/31/2015	\$211,102,860.66	\$60,693,649.87	12/4/2015	\$70,941,857.73	\$14,372,953.58	3/7/2016	\$41,718,631.25	\$77,173,082.21	6/2/2016	\$97,116,421.21	\$70,184,669.13
9/1/2015	\$109,533,866.55	\$410,106,541.40	12/7/2015	\$218,274,262.36	\$13,357,422.37	3/8/2016	\$47,811,294.37	\$55,665,858.68	6/3/2016	\$89,346,573.43	\$12,508,816.89

9/2/2015	\$70,028,565.30	\$67,837,372.90	12/8/2015	\$80,363,440.49	\$9,138,302.97	3/9/2016	\$63,964,392.60	\$14,732,707.98	6/6/2016	\$39,551,392.99	\$480,972.36
9/3/2015	\$181,846,817.41	\$739,275.38	12/9/2015	\$84,699,736.72	\$1,193,535.11	3/10/2016	\$157,831,607.63	\$31,169,362.31	6/7/2016	\$175,425,710.15	\$15,107,118.62
9/4/2015	\$39,863,822.05	\$20,541,330.72	12/10/2015	\$36,258,560.28	\$17,223,568.42	3/11/2016	\$83,515,399.27	\$36,091,433.08	6/8/2016	\$32,505,073.77	\$5,536,398.68
9/8/2015	\$41,373,329.39	\$7,248,242.72	12/11/2015	\$178,658,209.95	\$44,947,150.52	3/14/2016	\$307,091,586.30	\$78,615,917.25	6/9/2016	\$115,922,757.60	\$1,314,001.30
9/9/2015	\$53,130,098.15	\$3,528,128.73	12/14/2015	\$532,520,872.33	\$37,444,911.22	3/15/2016	\$80,729,557.64	\$54,396,913.10	6/10/2016	\$26,382,305.26	\$35,266,772.48
9/10/2015	\$79,656,433.82	\$17,921,605.81	12/15/2015	\$87,678,020.87	\$48,343,620.84	3/16/2016	\$108,251,785.80	\$30,907,892.36	6/13/2016	\$116,178,327.75	\$29,378,272.02
9/11/2015	\$35,993,525.70	\$36,900,666.86	12/16/2015	\$59,792,111.84	\$22,843,462.44	3/17/2016	\$93,705,628.39	\$13,095,592.85	6/14/2016	\$261,397,997.63	\$34,251,474.80
9/14/2015	\$282,719,055.51	\$35,792,214.42	12/17/2015	\$44,256,584.74	\$3,159,997.83	3/18/2016	\$370,216,215.59	\$174,680,812.40	6/15/2016	\$68,366,398.70	\$42,718,250.46
9/15/2015	\$69,649,554.82	\$42,137,811.93	12/18/2015	\$98,767,242.27	\$160,028,030.65	3/21/2016	\$104,254,840.89	\$56,179,049.72	6/16/2016	\$347,200,448.71	\$16,935,468.96
9/16/2015	\$32,541,512.71	\$16,379,396.14	12/21/2015	\$117,022,153.44	\$30,417,702.98	3/22/2016	\$297,614,798.06	\$18,381,957.61	6/17/2016	\$103,147,400.15	\$180,954,854.76
9/17/2015	\$55,560,526.90	\$2,156,737.18	12/22/2015	\$245,110,828.30	\$10,464,633.31	3/23/2016	\$294,564,454.77	\$13,119,691.45	6/20/2016	\$127,431,198.19	\$36,388,972.59
9/18/2015	\$426,612,798.32	\$158,761,152.88	12/23/2015	\$83,558,453.70	\$32,950,821.45	3/24/2016	\$32,010,126.97	\$1,647,356.40	6/21/2016	\$79,546,277.44	\$5,985,217.43
9/21/2015	\$210,881,593.20	\$26,306,088.05	12/24/2015	\$0.00	\$11,667,370.68	3/25/2016	\$251,098,752.94	\$66,164,100.99	6/22/2016	\$244,841,369.65	\$8,958,410.73
9/22/2015	\$247,848,291.46	\$10,528,646.43	12/28/2015	\$284,433,423.73	\$19,145,288.63	3/28/2016	\$150,489,579.06	\$30,519,527.89	6/23/2016	\$202,994,126.80	\$5,712,074.94
9/23/2015	\$85,571,574.73	\$5,232,814.37	12/29/2015	\$230,953,403.79	\$31,882,281.28	3/29/2016	\$342,035,301.74	\$51,969,259.60	6/24/2016	\$61,762,349.78	\$50,900,396.43
9/24/2015	\$127,721,755.95	\$1,975,014.73	12/30/2015	\$374,554,934.55	\$9,652,403.41	3/30/2016	\$53,276,962.88	\$9,706,449.73	6/27/2016	\$104,839,115.84	\$10,246,679.66
9/25/2015	\$57,053,953.74	\$29,499,011.22	12/31/2015	\$207,434,020.88	\$29,432,041.15	3/31/2016	\$68,137,780.75	\$42,527,204.20	6/28/2016	\$162,530,631.49	\$56,362,787.08
9/28/2015	\$125,311,552.50	\$31,358,452.73							6/29/2016	\$166,164,829.97	\$31,783,117.42
9/29/2015	\$153,494,443.21	\$33,391,482.43							6/30/2016	\$53,592,631.13	\$56,937,334.14
9/30/2015	\$57,227,521.34	\$52,541,531.93									

Appendix C

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

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

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

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

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

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

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

TIME DEPOSITS

U.S. Treasury Obligations – 105%

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

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

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

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

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

¹ Illinois Funds only

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

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

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

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

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

TIME DEPOSITS/DEMAND DEPOSIT ACCOUNTS – 102%/

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

Appendix D
Daily Demand Deposit Collected Balance FY 2015 and 2016

FISCAL YEAR 2015											
7/1/2014	\$731,000.00	9/1/2014	\$136,000.00	11/1/2014	\$787,000.00	1/1/2015	\$17,000.00	3/1/2015	\$42,000.00	5/1/2015	\$277,000.00
7/2/2014	\$201,000.00	9/2/2014	\$20,000.00	11/2/2014	\$787,000.00	1/2/2015	\$24,000.00	3/2/2015	\$86,000.00	5/2/2015	\$277,000.00
7/3/2014	\$208,000.00	9/3/2014	\$28,000.00	11/3/2014	\$40,000.00	1/3/2015	\$24,000.00	3/3/2015	\$113,000.00	5/3/2015	\$277,000.00
7/4/2014	\$208,000.00	9/4/2014	\$55,000.00	11/4/2014	\$49,000.00	1/4/2015	\$24,000.00	3/4/2015	\$153,000.00	5/4/2015	\$26,000.00
7/5/2014	\$208,000.00	9/5/2014	\$152,000.00	11/5/2014	\$57,000.00	1/5/2015	\$26,000.00	3/5/2015	\$283,000.00	5/5/2015	\$96,000.00
7/6/2014	\$208,000.00	9/6/2014	\$152,000.00	11/6/2014	\$103,000.00	1/6/2015	\$76,000.00	3/6/2015	\$439,000.00	5/6/2015	\$201,000.00
7/7/2014	\$262,000.00	9/7/2014	\$152,000.00	11/7/2014	\$146,000.00	1/7/2015	\$118,000.00	3/7/2015	\$439,000.00	5/7/2015	\$310,000.00
7/8/2014	\$58,000.00	9/8/2014	\$91,000.00	11/8/2014	\$146,000.00	1/8/2015	\$126,000.00	3/8/2015	\$439,000.00	5/8/2015	\$24,000.00
7/9/2014	\$73,000.00	9/9/2014	\$94,000.00	11/9/2014	\$146,000.00	1/9/2015	\$126,000.00	3/9/2015	\$147,000.00	5/9/2015	\$24,000.00
7/10/2014	\$84,000.00	9/10/2014	\$106,000.00	11/10/2014	\$21,000.00	1/10/2015	\$126,000.00	3/10/2015	\$441,000.00	5/10/2015	\$24,000.00
7/11/2014	\$91,000.00	9/11/2014	\$146,000.00	11/11/2014	\$21,000.00	1/11/2015	\$126,000.00	3/11/2015	\$152,000.00	5/11/2015	\$32,000.00
7/12/2014	\$91,000.00	9/12/2014	\$206,000.00	11/12/2014	\$27,000.00	1/12/2015	\$25,000.00	3/12/2015	\$603,000.00	5/12/2015	\$98,000.00
7/13/2014	\$91,000.00	9/13/2014	\$206,000.00	11/13/2014	\$29,000.00	1/13/2015	\$35,000.00	3/13/2015	\$25,000.00	5/13/2015	\$242,000.00
7/14/2014	\$24,000.00	9/14/2014	\$206,000.00	11/14/2014	\$40,000.00	1/14/2015	\$37,000.00	3/14/2015	\$25,000.00	5/14/2015	\$267,000.00
7/15/2014	\$205,000.00	9/15/2014	\$28,000.00	11/15/2014	\$40,000.00	1/15/2015	\$41,000.00	3/15/2015	\$25,000.00	5/15/2015	\$66,000.00
7/16/2014	\$230,000.00	9/16/2014	\$46,000.00	11/16/2014	\$40,000.00	1/16/2015	\$43,000.00	3/16/2015	\$173,000.00	5/16/2015	\$66,000.00
7/17/2014	\$275,000.00	9/17/2014	\$48,000.00	11/17/2014	\$136,000.00	1/17/2015	\$43,000.00	3/17/2015	\$868,000.00	5/17/2015	\$66,000.00
7/18/2014	\$31,000.00	9/18/2014	\$60,000.00	11/18/2014	\$139,000.00	1/18/2015	\$43,000.00	3/18/2015	\$393,000.00	5/18/2015	\$69,000.00
7/19/2014	\$31,000.00	9/19/2014	\$109,000.00	11/19/2014	\$148,000.00	1/19/2015	\$43,000.00	3/19/2015	\$127,000.00	5/19/2015	\$117,000.00
7/20/2014	\$31,000.00	9/20/2014	\$109,000.00	11/20/2014	\$164,000.00	1/20/2015	\$49,000.00	3/20/2015	\$566,000.00	5/20/2015	\$229,000.00
7/21/2014	\$36,000.00	9/21/2014	\$109,000.00	11/21/2014	\$228,000.00	1/21/2015	\$73,000.00	3/21/2015	\$566,000.00	5/21/2015	\$259,000.00
7/22/2014	\$61,000.00	9/22/2014	\$28,000.00	11/22/2014	\$228,000.00	1/22/2015	\$100,000.00	3/22/2015	\$566,000.00	5/22/2015	\$157,000.00
7/23/2014	\$92,000.00	9/23/2014	\$32,000.00	11/23/2014	\$228,000.00	1/23/2015	\$139,000.00	3/23/2015	\$557,000.00	5/23/2015	\$157,000.00
7/24/2014	\$114,000.00	9/24/2014	\$61,000.00	11/24/2014	\$91,000.00	1/24/2015	\$139,000.00	3/24/2015	\$1,072,000.00	5/24/2015	\$157,000.00
7/25/2014	\$141,000.00	9/25/2014	\$98,000.00	11/25/2014	\$95,000.00	1/25/2015	\$139,000.00	3/25/2015	\$117,000.00	5/25/2015	\$157,000.00
7/26/2014	\$141,000.00	9/26/2014	\$151,000.00	11/26/2014	\$166,000.00	1/26/2015	\$87,000.00	3/26/2015	\$462,000.00	5/26/2015	\$167,000.00
7/27/2014	\$141,000.00	9/27/2014	\$151,000.00	11/27/2014	\$166,000.00	1/27/2015	\$88,000.00	3/27/2015	\$87,000.00	5/27/2015	\$211,000.00
7/28/2014	\$17,000.00	9/28/2014	\$151,000.00	11/28/2014	\$262,000.00	1/28/2015	\$104,000.00	3/28/2015	\$87,000.00	5/28/2015	\$267,000.00
7/29/2014	\$835,000.00	9/29/2014	\$224,000.00	11/29/2014	\$262,000.00	1/29/2015	\$109,000.00	3/29/2015	\$87,000.00	5/29/2015	\$23,000.00
7/30/2014	\$858,000.00	9/30/2014	\$226,000.00	11/30/2014	\$262,000.00	1/30/2015	\$120,000.00	3/30/2015	\$354,000.00	5/30/2015	\$23,000.00
7/31/2014	\$50,000.00	10/1/2014	\$229,000.00	12/1/2014	\$81,000.00	1/31/2015	\$120,000.00	3/31/2015	\$170,000.00	5/31/2015	\$23,000.00
8/1/2014	\$104,000.00	10/2/2014	\$236,000.00	12/2/2014	\$101,000.00	2/1/2015	\$120,000.00	4/1/2015	\$479,000.00	6/1/2015	\$92,000.00
8/2/2014	\$104,000.00	10/3/2014	\$314,000.00	12/3/2014	\$110,000.00	2/2/2015	\$22,000.00	4/2/2015	\$75,000.00	6/2/2015	\$129,000.00
8/3/2014	\$104,000.00	10/4/2014	\$314,000.00	12/4/2014	\$181,000.00	2/3/2015	\$35,000.00	4/3/2015	\$244,000.00	6/3/2015	\$211,000.00
8/4/2014	\$212,000.00	10/5/2014	\$314,000.00	12/5/2014	\$36,000.00	2/4/2015	\$57,000.00	4/4/2015	\$244,000.00	6/4/2015	\$320,000.00
8/5/2014	\$252,000.00	10/6/2014	\$54,000.00	12/6/2014	\$36,000.00	2/5/2015	\$120,000.00	4/5/2015	\$244,000.00	6/5/2015	\$69,000.00
8/6/2014	\$91,000.00	10/7/2014	\$58,000.00	12/7/2014	\$36,000.00	2/6/2015	\$138,000.00	4/6/2015	\$64,000.00	6/6/2015	\$69,000.00
8/7/2014	\$95,000.00	10/8/2014	\$82,000.00	12/8/2014	\$64,000.00	2/7/2015	\$138,000.00	4/7/2015	\$176,000.00	6/7/2015	\$69,000.00

8/8/2014	\$112,000.00	10/9/2014	\$89,000.00	12/9/2014	\$64,000.00	2/8/2015	\$138,000.00	4/8/2015	\$540,000.00	6/8/2015	\$79,000.00
8/11/2014	\$118,000.00	10/10/2014	\$141,000.00	12/10/2014	\$66,000.00	2/9/2015	\$19,000.00	4/9/2015	\$77,000.00	6/9/2015	\$102,000.00
8/12/2014	\$119,000.00	10/11/2014	\$141,000.00	12/11/2014	\$76,000.00	2/10/2015	\$31,000.00	4/10/2015	\$255,000.00	6/10/2015	\$175,000.00
8/13/2014	\$124,000.00	10/12/2014	\$141,000.00	12/12/2014	\$236,000.00	2/11/2015	\$31,000.00	4/11/2015	\$255,000.00	6/11/2015	\$182,000.00
8/14/2014	\$150,000.00	10/13/2014	\$141,000.00	12/13/2014	\$236,000.00	2/12/2015	\$36,000.00	4/12/2015	\$255,000.00	6/12/2015	\$364,000.00
8/15/2014	\$148,000.00	10/14/2014	\$37,000.00	12/14/2014	\$236,000.00	2/13/2015	\$46,000.00	4/13/2015	\$22,000.00	6/13/2015	\$364,000.00
8/16/2014	\$148,000.00	10/15/2014	\$50,000.00	12/15/2014	\$20,000.00	2/14/2015	\$46,000.00	4/14/2015	\$142,000.00	6/14/2015	\$364,000.00
8/17/2014	\$148,000.00	10/16/2014	\$67,000.00	12/16/2014	\$23,000.00	2/15/2015	\$46,000.00	4/15/2015	\$420,000.00	6/15/2015	\$28,000.00
8/18/2014	\$154,000.00	10/17/2014	\$101,000.00	12/17/2014	\$30,000.00	2/16/2015	\$46,000.00	4/16/2015	\$95,000.00	6/16/2015	\$97,000.00
8/19/2014	\$166,000.00	10/18/2014	\$101,000.00	12/18/2014	\$35,000.00	2/17/2015	\$49,000.00	4/17/2015	\$305,000.00	6/17/2015	\$98,000.00
8/20/2014	\$168,000.00	10/19/2014	\$101,000.00	12/19/2014	\$603,000.00	2/18/2015	\$61,000.00	4/18/2015	\$305,000.00	6/18/2015	\$123,000.00
8/21/2014	\$204,000.00	10/20/2014	\$18,000.00	12/20/2014	\$603,000.00	2/19/2015	\$85,000.00	4/19/2015	\$305,000.00	6/19/2015	\$303,000.00
8/22/2014	\$270,000.00	10/21/2014	\$39,000.00	12/21/2014	\$603,000.00	2/20/2015	\$92,000.00	4/20/2015	\$310,000.00	6/20/2015	\$303,000.00
8/23/2014	\$270,000.00	10/22/2014	\$66,000.00	12/22/2014	\$24,000.00	2/21/2015	\$92,000.00	4/21/2015	\$67,000.00	6/21/2015	\$303,000.00
8/24/2014	\$270,000.00	10/23/2014	\$92,000.00	12/23/2014	\$41,000.00	2/22/2015	\$92,000.00	4/22/2015	\$191,000.00	6/22/2015	\$305,000.00
8/25/2014	\$31,000.00	10/24/2014	\$321,000.00	12/24/2014	\$66,000.00	2/23/2015	\$110,000.00	4/23/2015	\$329,000.00	6/23/2015	\$375,000.00
8/26/2014	\$33,000.00	10/25/2014	\$321,000.00	12/25/2014	\$66,000.00	2/24/2015	\$151,000.00	4/24/2015	\$484,000.00	6/24/2015	\$122,000.00
8/27/2014	\$78,000.00	10/26/2014	\$321,000.00	12/26/2014	\$77,000.00	2/25/2015	\$166,000.00	4/25/2015	\$484,000.00	6/25/2015	\$146,000.00
8/28/2014	\$107,000.00	10/27/2014	\$23,000.00	12/27/2014	\$77,000.00	2/26/2015	\$172,000.00	4/26/2015	\$484,000.00	6/26/2015	\$239,000.00
8/29/2014	\$136,000.00	10/28/2014	\$23,000.00	12/28/2014	\$77,000.00	2/27/2015	\$42,000.00	4/27/2015	\$33,000.00	6/27/2015	\$239,000.00
8/30/2014	\$136,000.00	10/29/2014	\$27,000.00	12/29/2014	\$80,000.00	2/28/2015	\$42,000.00	4/28/2015	\$234,000.00	6/28/2015	\$239,000.00
8/31/2014	\$136,000.00	10/30/2014	\$73,000.00	12/30/2014	\$80,000.00			4/29/2015	\$588,000.00	6/29/2015	\$48,000.00
		10/31/2014	\$787,000.00	12/31/2014	\$17,000.00			4/30/2015	\$65,000.00	6/30/2015	\$92,000.00

FISCAL YEAR 2016											
7/1/2015	\$179,000.00	9/1/2015	\$43,000.00	11/1/2015	\$54,000.00	1/1/2016	\$110,000.00	3/1/2016	\$35,000.00	5/1/2016	\$257,000.00
7/2/2015	\$190,000.00	9/2/2015	\$71,000.00	11/2/2015	\$58,000.00	1/2/2016	\$110,000.00	3/2/2016	\$63,000.00	5/2/2016	\$25,000.00
7/3/2015	\$212,000.00	9/3/2015	\$107,000.00	11/3/2015	\$103,000.00	1/3/2016	\$110,000.00	3/3/2016	\$220,000.00	5/3/2016	\$188,000.00
7/4/2015	\$212,000.00	9/4/2015	\$178,000.00	11/4/2015	\$211,000.00	1/4/2016	\$115,000.00	3/4/2016	\$642,000.00	5/4/2016	\$532,000.00
7/5/2015	\$212,000.00	9/5/2015	\$178,000.00	11/5/2015	\$261,000.00	1/5/2016	\$129,000.00	3/5/2016	\$642,000.00	5/5/2016	\$671,000.00
7/6/2015	\$285,000.00	9/6/2015	\$178,000.00	11/6/2015	\$304,000.00	1/6/2016	\$147,000.00	3/6/2016	\$642,000.00	5/6/2016	\$332,000.00
7/7/2015	\$304,000.00	9/7/2015	\$178,000.00	11/7/2015	\$304,000.00	1/7/2016	\$211,000.00	3/7/2016	\$308,000.00	5/7/2016	\$332,000.00
7/8/2015	\$232,000.00	9/8/2015	\$25,000.00	11/8/2015	\$304,000.00	1/8/2016	\$220,000.00	3/8/2016	\$567,000.00	5/8/2016	\$332,000.00
7/9/2015	\$238,000.00	9/9/2015	\$42,000.00	11/9/2015	\$22,000.00	1/9/2016	\$220,000.00	3/9/2016	\$1,015,000.00	5/9/2016	\$355,000.00
7/10/2015	\$261,000.00	9/10/2015	\$77,000.00	11/10/2015	\$26,000.00	1/10/2016	\$220,000.00	3/10/2016	\$469,000.00	5/10/2016	\$559,000.00
7/11/2015	\$261,000.00	9/11/2015	\$77,000.00	11/11/2015	\$26,000.00	1/11/2016	\$25,000.00	3/11/2016	\$790,000.00	5/11/2016	\$346,000.00
7/12/2015	\$261,000.00	9/12/2015	\$77,000.00	11/12/2015	\$47,000.00	1/12/2016	\$33,000.00	3/12/2016	\$790,000.00	5/12/2016	\$386,000.00
7/13/2015	\$23,000.00	9/13/2015	\$77,000.00	11/13/2015	\$83,000.00	1/13/2016	\$63,000.00	3/13/2016	\$790,000.00	5/13/2016	\$2,448,000.00
7/14/2015	\$27,000.00	9/14/2015	\$91,000.00	11/14/2015	\$83,000.00	1/14/2016	\$113,000.00	3/14/2016	\$145,000.00	5/14/2016	\$2,448,000.00
7/15/2015	\$51,000.00	9/15/2015	\$101,000.00	11/15/2015	\$83,000.00	1/15/2016	\$15,000.00	3/15/2016	\$479,000.00	5/15/2016	\$2,448,000.00
7/16/2015	\$109,000.00	9/16/2015	\$122,000.00	11/16/2015	\$104,000.00	1/16/2016	\$15,000.00	3/16/2016	\$100,000.00	5/16/2016	\$29,000.00
7/17/2015	\$138,000.00	9/17/2015	\$128,000.00	11/17/2015	\$104,000.00	1/17/2016	\$15,000.00	3/17/2016	\$366,000.00	5/17/2016	\$169,000.00
7/18/2015	\$138,000.00	9/18/2015	\$43,000.00	11/18/2015	\$131,000.00	1/18/2016	\$15,000.00	3/18/2016	\$135,000.00	5/18/2016	\$228,000.00
7/19/2015	\$138,000.00	9/19/2015	\$43,000.00	11/19/2015	\$136,000.00	1/19/2016	\$19,000.00	3/19/2016	\$135,000.00	5/19/2016	\$267,000.00
7/20/2015	\$151,000.00	9/20/2015	\$43,000.00	11/20/2015	\$115,000.00	1/20/2016	\$27,000.00	3/20/2016	\$135,000.00	5/20/2016	\$121,000.00
7/21/2015	\$186,000.00	9/21/2015	\$47,000.00	11/21/2015	\$115,000.00	1/21/2016	\$43,000.00	3/21/2016	\$241,000.00	5/21/2016	\$121,000.00
7/22/2015	\$225,000.00	9/22/2015	\$64,000.00	11/22/2015	\$115,000.00	1/22/2016	\$78,000.00	3/22/2016	\$363,000.00	5/22/2016	\$121,000.00
7/23/2015	\$233,000.00	9/23/2015	\$112,000.00	11/23/2015	\$144,000.00	1/23/2016	\$78,000.00	3/23/2016	\$482,000.00	5/23/2016	\$131,000.00
7/24/2015	\$31,000.00	9/24/2015	\$137,000.00	11/24/2015	\$179,000.00	1/24/2016	\$78,000.00	3/24/2016	\$656,000.00	5/24/2016	\$203,000.00
7/25/2015	\$31,000.00	9/25/2015	\$157,000.00	11/25/2015	\$196,000.00	1/25/2016	\$98,000.00	3/25/2016	\$92,000.00	5/25/2016	\$283,000.00
7/26/2015	\$31,000.00	9/26/2015	\$157,000.00	11/26/2015	\$196,000.00	1/26/2016	\$104,000.00	3/26/2016	\$92,000.00	5/26/2016	\$44,000.00
7/27/2015	\$32,000.00	9/27/2015	\$157,000.00	11/27/2015	\$117,000.00	1/27/2016	\$121,000.00	3/27/2016	\$92,000.00	5/27/2016	\$789,000.00
7/28/2015	\$50,000.00	9/28/2015	\$18,000.00	11/28/2015	\$117,000.00	1/28/2016	\$129,000.00	3/28/2016	\$141,000.00	5/28/2016	\$789,000.00
7/29/2015	\$80,000.00	9/29/2015	\$50,000.00	11/29/2015	\$117,000.00	1/29/2016	\$145,000.00	3/29/2016	\$284,000.00	5/29/2016	\$789,000.00
7/30/2015	\$113,000.00	9/30/2015	\$73,000.00	11/30/2015	\$136,000.00	1/30/2016	\$145,000.00	3/30/2016	\$237,000.00	5/30/2016	\$789,000.00
7/31/2015	\$133,000.00	10/1/2015	\$157,000.00	12/1/2015	\$163,000.00	1/31/2016	\$145,000.00	3/31/2016	\$282,000.00	5/31/2016	\$18,000.00
8/1/2015	\$133,000.00	10/2/2015	\$172,000.00	12/2/2015	\$191,000.00	2/1/2016	\$23,000.00	4/1/2016	\$412,000.00	6/1/2016	\$81,000.00
8/2/2015	\$133,000.00	10/3/2015	\$172,000.00	12/3/2015	\$228,000.00	2/2/2016	\$43,000.00	4/2/2016	\$412,000.00	6/2/2016	\$170,000.00
8/3/2015	\$44,000.00	10/4/2015	\$172,000.00	12/4/2015	\$84,000.00	2/3/2016	\$60,000.00	4/3/2016	\$412,000.00	6/3/2016	\$231,000.00
8/4/2015	\$97,000.00	10/5/2015	\$52,000.00	12/5/2015	\$84,000.00	2/4/2016	\$127,000.00	4/4/2016	\$21,000.00	6/4/2016	\$231,000.00
8/5/2015	\$163,000.00	10/6/2015	\$104,000.00	12/6/2015	\$84,000.00	2/5/2016	\$150,000.00	4/5/2016	\$207,000.00	6/5/2016	\$231,000.00

8/6/2015	\$228,000.00	10/7/2015	\$124,000.00	12/7/2015	\$92,000.00	2/6/2016	\$150,000.00	4/6/2016	\$534,000.00	6/6/2016	\$170,000.00
8/7/2015	\$285,000.00	10/8/2015	\$154,000.00	12/8/2015	\$99,000.00	2/7/2016	\$150,000.00	4/7/2016	\$580,000.00	6/7/2016	\$181,000.00
8/8/2015	\$285,000.00	10/9/2015	\$298,000.00	12/9/2015	\$312,000.00	2/8/2016	\$33,000.00	4/8/2016	\$171,000.00	6/8/2016	\$200,000.00
8/9/2015	\$285,000.00	10/10/2015	\$298,000.00	12/10/2015	\$318,000.00	2/9/2016	\$47,000.00	4/9/2016	\$171,000.00	6/9/2016	\$219,000.00
8/10/2015	\$18,000.00	10/11/2015	\$298,000.00	12/11/2015	\$279,000.00	2/10/2016	\$52,000.00	4/10/2016	\$171,000.00	6/10/2016	\$285,000.00
8/11/2015	\$20,000.00	10/12/2015	\$298,000.00	12/12/2015	\$279,000.00	2/11/2016	\$60,000.00	4/11/2016	\$183,000.00	6/11/2016	\$285,000.00
8/12/2015	\$53,000.00	10/13/2015	\$20,000.00	12/13/2015	\$279,000.00	2/12/2016	\$141,000.00	4/12/2016	\$320,000.00	6/12/2016	\$285,000.00
8/13/2015	\$67,000.00	10/14/2015	\$52,000.00	12/14/2015	\$38,000.00	2/13/2016	\$141,000.00	4/13/2016	\$260,000.00	6/13/2016	\$22,000.00
8/14/2015	\$80,000.00	10/15/2015	\$162,000.00	12/15/2015	\$119,000.00	2/14/2016	\$141,000.00	4/14/2016	\$314,000.00	6/14/2016	\$73,000.00
8/15/2015	\$80,000.00	10/16/2015	\$176,000.00	12/16/2015	\$128,000.00	2/15/2016	\$141,000.00	4/15/2016	\$209,000.00	6/15/2016	\$163,000.00
8/16/2015	\$80,000.00	10/17/2015	\$176,000.00	12/17/2015	\$197,000.00	2/16/2016	\$145,000.00	4/16/2016	\$209,000.00	6/16/2016	\$199,000.00
8/17/2015	\$84,000.00	10/18/2015	\$176,000.00	12/18/2015	\$211,000.00	2/17/2016	\$151,000.00	4/17/2016	\$209,000.00	6/17/2016	\$247,000.00
8/18/2015	\$87,000.00	10/19/2015	\$272,000.00	12/19/2015	\$211,000.00	2/18/2016	\$15,000.00	4/18/2016	\$212,000.00	6/18/2016	\$247,000.00
8/19/2015	\$153,000.00	10/20/2015	\$64,000.00	12/20/2015	\$211,000.00	2/19/2016	\$17,000.00	4/19/2016	\$320,000.00	6/19/2016	\$247,000.00
8/20/2015	\$158,000.00	10/21/2015	\$127,000.00	12/21/2015	\$22,000.00	2/20/2016	\$17,000.00	4/20/2016	\$390,000.00	6/20/2016	\$251,000.00
8/21/2015	\$196,000.00	10/22/2015	\$165,000.00	12/22/2015	\$43,000.00	2/21/2016	\$17,000.00	4/21/2016	\$432,000.00	6/21/2016	\$347,000.00
8/22/2015	\$196,000.00	10/23/2015	\$1,286,000.00	12/23/2015	\$56,000.00	2/22/2016	\$82,000.00	4/22/2016	\$171,000.00	6/22/2016	\$618,000.00
8/23/2015	\$196,000.00	10/24/2015	\$1,286,000.00	12/24/2015	\$101,000.00	2/23/2016	\$1,694,000.00	4/23/2016	\$171,000.00	6/23/2016	\$28,000.00
8/24/2015	\$47,000.00	10/25/2015	\$1,286,000.00	12/25/2015	\$101,000.00	2/24/2016	\$117,000.00	4/24/2016	\$171,000.00	6/24/2016	\$50,000.00
8/25/2015	\$60,000.00	10/26/2015	\$42,000.00	12/26/2015	\$101,000.00	2/25/2016	\$192,000.00	4/25/2016	\$187,000.00	6/25/2016	\$50,000.00
8/26/2015	\$154,000.00	10/27/2015	\$122,000.00	12/27/2015	\$101,000.00	2/26/2016	\$280,000.00	4/26/2016	\$313,000.00	6/26/2016	\$50,000.00
8/27/2015	\$170,000.00	10/28/2015	\$245,000.00	12/28/2015	\$102,000.00	2/27/2016	\$280,000.00	4/27/2016	\$587,000.00	6/27/2016	\$62,000.00
8/28/2015	\$187,000.00	10/29/2015	\$272,000.00	12/29/2015	\$107,000.00	2/28/2016	\$280,000.00	4/28/2016	\$75,000.00	6/28/2016	\$176,000.00
8/29/2015	\$187,000.00	10/30/2015	\$54,000.00	12/30/2015	\$107,000.00	2/29/2016	\$29,000.00	4/29/2016	\$257,000.00	6/29/2016	\$312,000.00
8/30/2015	\$187,000.00	10/31/2015	\$54,000.00	12/31/2015	\$110,000.00			4/30/2016	\$257,000.00	6/30/2016	\$105,000.00
8/31/2015	\$20,000.00										

Appendix E
Account Analysis 822 EDI Format

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

GS*AA*0000000000000000**050202*0858*000000000*X*003040\
ST*822*0000\
BGN*00*200412310858000*050201*085804*LT\
DTM*009*050202***20\
DTM*150*XXXXXX Beginning Month Date***20\
DTM*151*XXXXXX Ending Month Date***20\
N1*BK*Bank Name*13*Bank ABA Number\
N3*Bank Street Address\
N4*Bank City*Bank State*Bank Zip Code\
PER*IC*Bank Contact*TE*Contact Telephone Number\
N1*AO*Account Title\
N2*Additional Account Title\
N2*Account Street Address\
N3*Account City, Account State Account Zip Code\
N4**Account State*Account Zip Code\
ACT*Account Number*Account Title*13*Bank ABA Number\
RTE*1*XX.XXXX Reserve Requirement\
DTM*151*XXXXXX Month of Analysis***20\
RTE*2*X.XXXX Earnings Credit Rate**XX Days in Month*XXX Year Basis\
DTM*151*XXXXXX Month of Analysis***20\
BAL*M*AL*Averge Ledger Balance\
AMT*FL*Averge Float\
AMT*AC*.Averge Collected Balance\
AMT*AD*.00\
AMT*CB*Balance Required\
AMT*NY*-Excess/Deficit Balance\
AMT*8*.00\
AMT*SC*Current Period Analyzed Charges\
AMT*NP*-Current Period Excess/Deficit\

AMT*PL*Average Daily Book Balance\
 AMT*5*Current Period Fees Due\
 DTM*151*XXXXXX Month of Analysis***20\
 SER*TB*000013XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Uncollected Overdraft Surcharge\
 SER*TB*000211XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Overdraft Interest Fees\
 SER*TB*000212XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Charge for Overdraft\
 SER*TB*000230XXXX Bank ID Code*Balance Method*Charge*Price*Volume*FDIC\
 SER*TB*000241XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Earnings Credit Adjustment\
 SER*TB*010000XXXX Bank ID Code*Balance Method*Charge*Price*Volume*DDA Maintenance\
 SER*TB*010100XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Debits\
 SER*TB*010101XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Credits\
 SER*TB*010310XXXX Bank ID Code*Balance Method*Charge*Price*Volume*DDA Statement Weekly\
 SER*TB*010310XXXX Bank ID Code*Balance Method*Charge*Price*Volume*DDA Statement Monthly\
 SER*TB*010630XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Audit Confirmation\
 SER*TB*990000XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Miscellaneous\
 SER*TB*250200XXXX Bank ID Code*Balance Method*Charge*Price*Volume*ACH Debits Received\
 SER*TB*250201XXXX Bank ID Code*Balance Method*Charge*Price*Volume*ACH Credits Received\
 SER*TB*350100XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Wire Transfer Out Rep Terminal\
 SER*TB*350103XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Wire Transfer Out Non-Rep Terminal\
 SER*TB*350200XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Wire Transfer Out Rep Telephonic\
 SER*TB*350201XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Wire Transfer Out Non-Rep Telephonic\
 SER*TB*350300XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Wire Transfer Incoming\
 SER*TB*350412XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Wire Transfer Advice\
 SER*TB*010401XXXX Bank ID Code*Balance Method*Charge*Price*Volume*822 Acct Analysis customer dial-in\
 SER*TB*010402XXXX Bank ID Code*Balance Method*Charge*Price*Volume*822 Acct Analysis bank transmission\
 SER*TB*350000XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Wire Module Fee\
 SER*TB*400052XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Domestic Information Maintenance Prior Day\
 SER*TB*400272XXXX Bank ID Code*Balance Method*Charge*Price*Volume*On-Line Prior Day Per Transaction\
 SER*TB*450001XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Domestic Custody Maintenance\
 SER*TB*450140XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Domestic Custody Interest/Dividend Collection\
 SER*TB*450170XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Domestic Custody Security Receipt/Presentment
 Fed\

SER*TB*450174XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Domestic Custody Security Receipt/Presentment
DTC\
SER*TB*450176XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Domestic Custody Receipt/Delivery Fed\
SER*TB*45017BXXXX Bank ID Code*Balance Method*Charge*Price*Volume*Domestic Custody Receipt/Delivery DTC\
SER*TB*450400XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Investment/Custody Information Report\
SER*TB*450403XXXX Bank ID Code*Balance Method*Charge*Price*Volume*Investment/Custody Information Report\
CTT*1\
SE*139*0000\
GE*1*000000000\
IEA*1*000000000\

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

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

1.0 POLICY:

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

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

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

2.0 OBJECTIVE:

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

2.1 SAFETY:

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

2.2 LIQUIDITY:

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

2.3 RETURN ON INVESTMENT:

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

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

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

2.4 SOCIALLY RESPONSIBLE INVESTING

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

This Policy shall be implemented within a framework predicated on:

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

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

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

2.5 INVESTMENT POLICY COMMITTEE:

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

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

3.0 ETHICS AND CONFLICTS OF INTEREST:

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

individuals shall subordinate their personal investment transactions to those of the investment portfolio, particularly with regard to the time of purchases and sales.

4.0 AUTHORIZED BROKERS/DEALERS AND FINANCIAL INSTITUTIONS:

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

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

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

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

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

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

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

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

5.0 AUTHORIZED AND SUITABLE INVESTMENTS:

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

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

obligations in a timely manner on all similar obligations for at least 25 years prior to the time of acquiring those obligations;

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

6.0 INVESTMENTS RESTRICTIONS:

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

j) Obligations may not be purchased from a corporation or limited liability company that has been placed on the list of restricted companies by the Illinois Investment Policy Board under Section 1-110.16 of the Illinois Pension Code.

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

7.0 COLLATERALIZATION:

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

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

8.0 DIVERSIFICATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.0 CUSTODY AND SAFEKEEPING:

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

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

10.0 INTERNAL CONTROLS:

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

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

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

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

11.0 LIMITATION OF LIABILITY:

The standard of prudence to be used by authorized investment officers shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Authorized investment officers acting in accordance with written procedures and this Policy and exercising due diligence will be relieved of personal liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely manner and necessary action is taken to control adverse developments.

12.0 REPORTING:

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

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

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

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

13.0 EXTERNAL ADVISORY COMMITTEE

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

14.0 EMERGENCY POWERS

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

a) The Treasurer shall, even in the event that emergency powers are invoked, comply with all state statutes governing the use and investment of state monies including, but not limited to, the State Treasurer Act, the Treasurer as Custodian of Funds Act, the Deposit of State Moneys Act, the Securities Safekeeping Act, and any other applicable statute;

b) The Treasurer reasonably believes that deviating from the Investment Policy is in the best interest of the taxpayers;

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

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

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

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

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

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

Appendix G Proposed Cost Structure

<u>Description</u>	<u>TMA Code</u>	<u>Unit</u>	<u>Average Monthly Volume</u>	<u>Proposed Item Cost</u>	<u>Total Proposed Per Item Cost</u>
<u>TREASURER OFFICE SERVICES</u>					
Uncollected Overdraft Surcharge	00-0013	Occurrence			\$0.00
Overdraft Interest Fees	00-0211	Occurrence			\$0.00
Charge for Overdraft	00-0212	Occurrence			\$0.00
FDIC	00-0230	Variable/Pass Through			\$0.00
Earnings Credit Adjustment	00-0241	Variable/Pass Through			\$0.00
DDA Maintenance	01-0000	Account	1		\$0.00
Debits Posted	01-0100	Item	73		\$0.00
Credits Posted	01-0101	Item	62		\$0.00
DDA Statement Internet	01-0337	Monthly	1		\$0.00
Account Analysis Automated Internet	01-0407	Account	1		\$0.00
Account Analysis 822 Internet	01-0447	Monthly	1		\$0.00
Audit Confirmation	01-0630	Item	1		\$0.00
ACH Debits Received	25-0200	Item	143		\$0.00
ACH Credits Received	25-0201	Item	119		\$0.00
ACH Received Debit/Credit	25-0202	Item			\$0.00
ACH Addenda Received	25-0220	Item			\$0.00
Debit Authorization Return	25-1050	Monthly	1		\$0.00
Debit Authorization Return	25-1050	Item			\$0.00
ACH Account Block	25-1052	Monthly	1		\$0.00
Debit Authorization Exception	25-1053	Item			\$0.00
ACH Account Filters	25-1056	Account	1		\$0.00
Funds Transfer System Maintenance	35-0000	Monthly	1		\$0.00
Wire Transfer-Out Rep Terminal	35-0100	Item			\$0.00
Wire Transfer-Out Non-Rep. Terminal	35-0104	Item			\$0.00
Outgoing Book Transfer	35-0123	Item			\$0.00
Wire Transfer Out-Rep Telephonic	35-0200	Item			\$0.00
Wire Transfer Out-Non-Rep. Telephonic	35-0202	Item			\$0.00
Wire Transfer-In	35-0300	Item			\$0.00
Incoming Book Transfer	35-0320	Item			\$0.00
Fund Transfer Advice-Automated	35-0400	Item			\$0.00

Internet Previous Day Maintenance	40-0050	Monthly	1	\$0.00
Internet Current Day Maintenance	40-0053	Monthly	1	\$0.00
Internet Previous Day Summary	40-0270	Account	1	\$0.00
Internet Previous Day Detail	40-0271	Item		\$0.00
Internet Current Day Summary	40-0273	Account	1	\$0.00
Internet Current Day Detail	40-0274	Item		\$0.00
Internet History	40-0341	Account	1	\$0.00
Information History-Data Storage	40-0800	Item	2,158	\$0.00
Automatic Investment Maintenance	45-0020	Account	1	\$0.00
Automatic Investment Report	45-0403	Daily	22	\$0.00
Miscellaneous	99-0000	Pre-Approved		\$0.00
SSAE-16	99-2000	Pre-Approved/Pass Through		\$0.00
Development Cost	99-9999	One Time-Pre Approved		\$0.00

ADDITIONAL FEES

Sub Total Average Monthly Cost **\$0.00**

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

<u>Description</u>	<u>TMA Code</u>	<u>Unit</u>	<u>Average Monthly Volume</u>	<u>Proposed Item Cost</u>	<u>Total Proposed Per Item Cost</u>
<u>COMPTROLLER OFFICE SERVICES</u>					
ACH Settlement Debit	01-0100	Batch	22		\$0.00
ACH Settlement Credit	01-0101	Batch	22		\$0.00
ACH Maintenance	25-0000	Account	1		\$0.00
ACH Debit Originated	25-0100	Item	139		\$0.00
ACH Credits Originated	25-0101	Item	846,024		\$0.00
ACH Originated Debit/Credit	25-0102	Item			\$0.00
ACH Addenda Originated	25-0120	Item	1,156,762		\$0.00
ACH Debit Prenotes Originated	25-0130	Item			\$0.00
ACH Network Fee Credit	25-0140	Item			\$0.00
ACH Network Fee Debit	25-0140	Item			\$0.00
ACH Premium Cycle Surcharge	25-0140	Item			\$0.00
ACH Return Item Debit	25-0300	Item			\$0.00
ACH Return Item Credit	25-0301	Item			\$0.00
ACH Return Item Debit/Credit	25-0302	Item	2,698		\$0.00
ACH Redeposit	25-0310	Item			\$0.00
ACH Return Item Dishonored	25-0311	Item			\$0.00
ACH Return Item Unauthorized	25-0312	Item			\$0.00
ACH Return Item Notification-Transmission	25-0400	Item	5,391		\$0.00
ACH Return Item Notification	25-0400	Item			\$0.00
ACH Return Transmission	25-0402	Item			\$0.00
ACH Input Automated Transmission	25-0501	File	71		\$0.00
ACH Except Processing-Item Modification	25-0610	Item			\$0.00
ACH Except Processing-Batch Modification	25-0611	Batch			\$0.00
ACH Except Processing-File Modification	25-0612	File			\$0.00
ACH Except Processing-Item Deletion	25-0620	Item	3		\$0.00
ACH Except Processing-Batch Deletion	25-0621	Batch			\$0.00
ACH Except Processing-File Deletion	25-0622	File			\$0.00
ACH Except Processing-Item Reject	25-0630	Item			\$0.00
ACH Except Processing-Batch Reject	25-0631	Batch			\$0.00
ACH Except Processing-File Reject	25-0632	File			\$0.00
ACH Except Processing-Item Reversal	25-0640	Item			\$0.00
ACH Except Processing-Batch Reversal	25-0641	Batch			\$0.00
ACH Except Processing-File Reversal	25-0642	File			\$0.00
ACH Activity Report-Transation Summary	25-0702	Item	72		\$0.00
ACH Activity Report-Return Summary	25-0710	Item	85		\$0.00

ACH-Investigation	25-1010	Item		\$0.00
Special ACH Services-Notification of Change-Transmission	25-1070	Item	10,136	\$0.00
Special ACH Services-Review for Notification of Change	25-1070	Item	5,068	\$0.00
EDI Maintanance-Origination	30-0000	Monthly	1	\$0.00
EDI Origination Transmission-Direct	30-0100	Daily	22	\$0.00
EDI Origination Transmission-ACH Transaction	30-0100	Item		\$0.00
EDI Origination Transmission-ACH Confirmation	30-0100	Item		\$0.00
EDI Origination Translation-ANSI	30-0110	Item		\$0.00
EDI Data Transfer Origination	30-0110	Item		\$0.00
EDI Receiving Transmission-NACHA Formated	30-0200	Daily	22	\$0.00
EDI Receiving Transmission-ACH Transaction	30-0200	Item		\$0.00
EDI Receiving Transmission-Direct Addenda	30-0200	Item		\$0.00
EDI Receiving Translation	30-0210	Item		\$0.00
EDI Special Programming	30-0300	Pre-Approved		\$0.00
EDI in Network Translation Receipts	30-0222	Item		\$0.00
Miscellaneous	99-0000	Pre-Approved		\$0.00
SSAE-16	99-2000	Pre-Approved/Pass Through		\$0.00
Development Cost	99-9999	One Time-Pre Approved		\$0.00

ADDITIONAL FEES

Sub Total Average Monthly Cost **\$0.00**

Total Average Monthly Cost **\$0.00**

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

Appendix H
Illinois State Treasurer Certifications
Electronic Commerce Payment Services
RFP 370-500-17-006

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):

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

By: _____
CONTRACTOR

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 _____