



OFFICE OF THE ILLINOIS STATE TREASURER
MICHAEL W. FRERICHS

Request for Proposals
Treasury Management System &
Business Process Review Services
370-500-18-012

January 24, 2018

Proposals due by 12:00 p.m. CT on March 16, 2018

Mr. Jim Underwood
Chief Procurement Officer
400 West Monroe Street, Suite 401
Springfield, IL 62704

Office of the Illinois State Treasurer
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TABLE OF CONTENTS

I.	OVERVIEW.....	3
II.	BACKGROUND	3
III.	SCOPE OF WORK.....	5
IV.	PROPOSAL	7
V.	RFP PROCESS AND SCHEDULE	12
VI.	EVALUATION PROCESS & CRITERIA.....	15
VII.	CONTRACTUAL TERMS.....	17

Appendix A Banking Transaction Processing Volume

Appendix B 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)

I. OVERVIEW

The Office of the Illinois State Treasurer (“Treasurer”) is issuing this Request for Proposals (“RFP”) to retain a consultant to conduct a review of the Treasurer’s banking receipt and payment processes and systems, and provide recommendations for improvements and increased efficiencies across the treasury management system enterprise. The successful Respondent (“Contractor”) shall assist the Treasurer in providing a comprehensive review of its banking and payment operations, processes, and procedures and any associated treasury management system enterprise. The Treasurer’s goal is to improve its programs via reduced operational risks, optimized cost structures, streamlined operations, and enhanced services. Respondents must submit their Proposals by 12:00 p.m. CT on March 16, 2018. The Contractor shall enter into a contract with the Treasurer (“Agreement”) for an initial term of four (4) years. Upon expiration of this term, the Treasurer may elect to extend the Agreement for a period of time agreed upon by the parties, not to exceed a total of ten (10) years.

II. BACKGROUND

This Section provides an overview of the financial activities performed by the Treasurer.

A. General

Pursuant to the State Treasurer Act (“Act”), 15 ILCS 505/0.01 *et seq.*, the Treasurer offers banking, payment, and investment services for the State of Illinois and local governments. Specifically, the Treasurer provides the following:

1. The receipt and reporting of all revenues and fees collected by State agencies;
2. The custody of all monies and securities belonging to or held in trust by the State;
3. The investment of temporarily idle State and local government monies; and
4. The processing of warrants drawn by the State Comptroller (“Comptroller”) or other state agencies.

B. State Investments

Pursuant to Article V, Section 18 of the Illinois Constitution, the Treasurer is “responsible for the safekeeping and investment of monies and securities deposited with him, and their disbursement upon order of the Comptroller.” The Treasurer’s Information System (“TIS”) is the official record system for all of the investment transactions by the Treasurer’s State Investments and Banking Division staff. This system is utilized by both the State Investment and Banking and Fiscal Operations Divisions to ensure that all investments are accurately recorded, and all investment income is properly accounted. Information from the TIS is utilized in the calculation of required investment data (for example, yield and weighted average maturity (“WAM”)) and the preparation of annual financial statements.

C. State Banking

Section 7 of the Act, 15 ILCS 505/7, 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.” Pursuant to this authority, the Treasurer maintains demand deposit accounts with multiple financial institutions for the purpose of 1) accepting receipts in the form of coins, cash, checks, drafts, electronic fund transfers, electronic checks, credit card payments, debit card payments, and other similar payment instruments and 2) disbursing payments made by the Comptroller or State agencies. The Treasurer’s State Investments and Banking staff is responsible for downloading the information from financial institutions and recording it into the TIS for State agencies. The current Banking Transaction Processing Volume, attached hereto as Appendix A, provides the volume of transactions processed during FY 17.¹ The State Investments and Banking Division is comprised of the following sections: Investment Verification, Time Deposit for State Investments, Treasury Operations, and Clearing for State Banking.

D. Fiscal Operations

Section 11 of the Act, 15 ILCS 505/11, requires the Treasurer to countersign any presented warrant, “if the warrant is in proper form and there are sufficient moneys in the fund to pay the warrant.” The Treasurer is also required to “make a record of the date and amount of each warrant.” 15 ILCS 505/11. Furthermore, the Treasurer must “keep regular and fair accounts of all moneys received and paid out by him, stating, particularly, on what account each amount is received or paid out.” 15 ILCS 505/12.

The warrant processing system is the Treasurer’s accounting record for all State funds. The Treasurer's principal use of this system is to determine whether there are sufficient appropriations and available fund balances to pay warrants before the Comptroller releases the warrants. Accordingly, the general ledger is the Treasurer's set of numbered accounts for its accounting records. The ledger provides a complete record of the financial transactions that are needed to prepare financial statements and includes accounts for assets, liabilities, equity, revenues, and expenses. The Treasurer’s Fiscal Operations staff is responsible for the daily balancing and recordkeeping of the State’s funds. The Fiscal Operations Division consists of the following sections: Statewide Accounting, Financial Reporting, and Warrant, Forgery, Protested Taxes, General Ledger, and Bank Reconciliations.

A. ePAY and The Illinois Funds

Pursuant to Section 17 of the Act, 15 ILCS 505/17, the Treasurer has the authority to establish an ePAY program (“ePAY”) to “supplement and enhance both the investment opportunities and the secure electronic payment options otherwise available to other custodians of public funds for public agencies in Illinois.” The Treasurer offers ePAY to

¹ 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, related statutory or administrative changes, agency initiatives, consumer behavior, and/or other factors.

State and local units of government in Illinois for the acceptance of credit card and debit card payments and electronic checks.

Section 17 of the Act also permits the Treasurer to administer the Illinois Public Treasurer's Investment Pool ("IPTIP"), referred to publicly as "The Illinois Funds." The Illinois Funds is a local government investment pool established in 1976, which provides a convenient investment pool option for State and local units of government to invest public funds while enjoying economies of scale. Participants of ePAY and The Illinois Funds (discussed below) can elect to settle ePAY activity directly into their Illinois Funds investment account(s).

Although management resources are shared between ePAY and The Illinois Funds, ePAY has its own dedicated staff and processes. The management and administration of ePAY and The Illinois Funds is provided by the Treasurer through a combination of internal staff and vendor relationships. The ePAY and The Illinois Funds Divisions oversee participant services including enrollment, customer service and communication processes, as well as administrative functions, such as reporting, accounting, record retention, and risk management.

E. Information Technology

The Treasurer's Information Technology department meets the technology needs of the operational divisions of the Treasurer through the provision of the most up-to-date electronic solutions available in the marketplace. The Information Technology department maintains all operational systems and provides both hardware and software support for the Treasurer's client PCs and other devices, servers, local area network and wide area network. The Information Technology support includes the Investments, Banking and Fiscal Operations divisions, while also providing IT security. Modernization is a priority of the Information Technology department by deploying collaboration, customer relationship management, digital and cloud based solutions.

III. SCOPE OF WORK

The Contractor shall provide the Treasurer the following services in accordance with applicable State and federal laws, rules, and regulations (collectively, the "Services"):

- A. Conduct an initial business process review of the Treasurer's banking operations, payment processes, and risk management across the treasury management system enterprise, which includes but is not limited to the collection of payments by coins, cash, checks, drafts, electronic fund transfers, electronic checks, credit card payments, and debit card payments and the processing of such payments for acceptance and collection. The business process review shall focus on potential improvements and increased efficiencies;
- B. Develop and provide recommendations on the Treasurer's banking operations and payment processes, keeping the Treasurer up-to-date on technological advancements,

banking regulations, innovations in payment services, and other banking service solutions;

- C. Identify opportunities across the treasury management system enterprise for the Treasurer to 1) streamline processes and functions and 2) eliminate redundant and unnecessary banking and payment processes and functions ;
- D. Recommend an integrated technology solution framework that will provide the Treasurer with useful data and the ability to better track and measure program outputs, performance, and efficiency;
- E. Assist the Treasurer in the selection of an integrated technology solution by providing insight, perspective, and analysis of potential service providers;
- F. Collaborate with the selected integrated technology solution service provider and the Treasurer to optimize treasury management systems and business process performance and to minimize business interruptions during implementation;
- G. Develop and implement a process that addresses the treasury systems, business process matters, and risk management on an on-going basis,
- H. Provide guidance and recommended courses of action that support optimal treasury management systems and processes that align with the interests, fiduciary duties, and responsibilities of the Treasurer;
- I. Conduct an annual review of the Treasurer's banking operations and payment processes and services and provide actionable recommendations, if any, for improvements and increased efficiencies across the treasury management system enterprise;
- J. Recommend banking and payment process optimization opportunities and other activities deemed relevant by the Treasurer;
- K. Meet with the Treasurer to present and discuss Contractor's research, reports, analysis, recommendations, and other relevant topics on an as needed basis, but no less than four (4) times per year;
- L. Be available to discuss any treasury management, banking operation, and payment process issues with the Treasurer and the Treasurer's vendors on an as needed basis;
- M. Serve as a general resource to the Treasurer for information, advice, and training regarding subjects that include, but are not limited to, the following: treasury management services, banking operations, payment processes, payment services, regulatory updates, technological advances, and other related banking activities;
- N. Provide or recommend educational classes/seminars for the Treasurer, as requested; and

- O. Present on various banking topics, including treasury management system best practices, as requested by the Treasurer.

IV. PROPOSAL

This Section provides the required elements for Respondent's Proposal.

A. Proposal Format

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

1. Cover Letter – The Proposal must be accompanied by a transmittal letter that designates the name, physical address, e-mail address, and the telephone number of the person or persons available for contact concerning the Proposal and who is authorized to make representations on behalf of the Respondent's organization.
2. Table of Contents – Include a listing of the main chapters and paragraph headings contained in the Proposal, including page numbers.
3. Introduction – Include any introductory remarks, not to exceed two (2) pages, deemed appropriate. Briefly discuss such topics as the Respondent's background, management, facilities, staffing, related experience and financial stability.
4. Scope of Work – Provide a narrative, not to exceed five (5) pages, describing the general conceptual approach to the delivery of specific services and any other information Respondent believes is relevant.
5. Answers to Questions – Respondent must respond to all of the questions. Respondent's answers must include the headings (e.g. "Background and Experience") and be numbered in the order provided in Section IV.B of this RFP.
6. Service Team – Provide an organization chart, brief biographies, and resumes for the proposed Service team, including support staff. Please identify the primary contact person and describe the role of each key person.
7. Subcontractors – Respondent shall provide a list of the subcontractor(s) that will be used to provide the services, if any, and the general type of work to be performed by each subcontractor.

8. Unique Capabilities – Provide a summary not to exceed five (5) pages of any unique expertise, products or services that distinguish your institution.
9. State Certifications and Disclosures – Respondent and any subcontractor(s) must submit the following three (3) fully executed documents: Illinois State Treasurer Certifications, Disclosures Financial Interest and Potential Conflicts of Interest (Disclosure Form A), and the Disclosures Other Contract and Procurement Related Information (Disclosure Form B).
10. 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.
11. 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 “Treasury Management System and Business Process Review Services Proposal 370-500-18-012” and the Respondent’s name and address. The package must include one (1) original and eight (8) copies of the Proposal. A separate envelope must contain one (1) original and eight (8) 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 three (3) electronic copies of the Proposal and three (3) separate electronic copies of the Cost Proposal and, if confidentiality of any information is asserted, one (1) electronic Redacted Copy. Each electronic Proposal copy and each electronic Cost Proposal copy and, if submitted, the Redacted copy must be on a separate thumb drive.

B. Questions to be Addressed in the Proposal

Background and Experience

1. Please provide the organization’s name, and the name, title, address, phone number, fax number, and email address of the individual who will be the Treasurer’s primary contact.
2. Please provide the address and website of the Respondent’s headquarters and all branch offices.
3. Please provide the year Respondent was established and give a brief history of the Respondent.
4. Please identify all of Respondent’s lines of business, products, and services.

5. Please provide a brief description of Respondent's plans for growth, such as asset growth, personnel growth, succession planning, over the next three-five (3-5) years.
6. Please comment on the financial solvency of the Respondent.
7. What is the current ownership structure of the Respondent?
8. Who are the principals and/or managing partners? How long has each been with the Respondent?
9. What, if any, are the carried interests and ownership interests in the Respondent held by individuals or business entities not employed by the Respondent?
10. Please describe the Respondent's professional turnover over the last five (5) years, citing reasons for each departure and contact information for departed principals or partners.
11. Are any new hires expected in the near term? Please explain at what level these new hires are expected and their anticipated compensation.
12. What is the decision-making process internally among the principals for (a) internal matters, (b) new partners, and (c) partnership operations and management decisions?
13. Please describe any significant changes in the organizational structure, ownership or management of the Respondent over the past three (3) years.
14. Does Respondent have any existing or potential relationships that could impact Respondent's ability to provide the Services? Could such relationships create an ethics violation or conflict of interest situations? If so, please elaborate.
15. Please provide three (3) client references, current or past, and state the organization's name, its website (if any), a point of contact, physical address, telephone number, e-mail address, and the scope of work Respondent provided.

Business Process Review Services

16. Please identify the types of advisory/consulting relationships primarily managed by the Respondent.
17. Please identify the types of entities (e.g., corporate, non-profit, or governmental) that Respondent has advised over the past five (5) years. In addition, please discuss the services provided by such entities on which Respondent has advised. Please include detailed information on each account managed, its purpose, projected and actual statistics available.

18. Please describe Respondent's experience working with clients and their banking staff to gain insight and knowledge on their deposit operations, payment services, and related activities.
19. Please discuss Respondent's abilities to provide knowledge, advice, and training regarding banking operations, payment processes, banking relationships, and other treasury best practices.
20. Please describe the strategies the Respondent would use to review, analyze, and evaluate treasury operations.
21. Please discuss Respondent's ability to provide analyses, reports, and presentations on banking and payment process topics relevant to the Treasurer.
22. Please provide sample work product of a business process review.

Treasury Management System Services

23. Please discuss the types of treasury management system relationships primarily managed by the Respondent. Please include detailed information on each account managed, its purpose, projected and actual statistics available.
24. Please describe Respondent's experience consulting on governmental treasury management systems.
25. Please describe Respondent's experience and expertise in providing knowledge, advice, and training regarding treasury management systems.
26. Please describe how the Respondent would review, analyze, and evaluate the Treasurer's treasury management system enterprise framework strategies.
27. Please describe how the Respondent would assist the Treasurer in identifying and selecting an integrated technology solution.
28. Please comment on the increase in the functionality, connectivity, controls, and versatility of treasury technology.
29. Please describe the methodologies and processes Respondent would utilize to advise the Treasurer and a new treasury system service provider(s) throughout the implementation of an integrated technology solution.
30. Please describe how the Respondent would advise/consult the Treasurer on matters related to treasury management information systems, post implementation, on a recurring basis.
31. Please discuss Respondent's ability to provide analyses, reports, and presentations on treasury management system topics relevant to the Treasurer.

32. Please provide sample work product that gives guidance on treasury management systems and related integrated technology solutions.

Corporate Responsibility – Environmental, Social, and Governance Practices

33. 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.
34. Please highlight any policies, practices or resources that the Respondent has in place to retain and enhance the human capital at the company.
35. Please explain how the Respondent fosters a corporate governance structure that mitigates business risks and enhances business operations.
36. 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.

Diversity

37. 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.
38. 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.
39. 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.
40. 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.
41. 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

42. Is the Respondent incorporated in Illinois? Please provide the physical address and website of the Respondent's headquarters and all Illinois branch offices.

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

C. Cost Proposal

Responses must include information regarding the proposed amount of compensation for services, either as a lump sum, by hourly rate or by other criteria. The Cost Schedule must to cover a four (4) year period. In setting forth such information, separate the current fiscal year fee from the fee for the following three (3) fiscal years. The State fiscal year is from July 1 through June 30. The figures provided should include and specify all fees/costs. All of the Respondent's costs to the Treasurer must be included in the pricing as outlined and be consistent with the requirements outlined throughout this RFP.

V. RFP PROCESS AND SCHEDULE

This Section outlines the process and schedule associated with this RFP.

A. Schedule

The following is the schedule for this RFP:

Date	Event
January 24, 2018	RFP published on the Treasurer's website.
February 1, 2018	Notice of intent to participate in the Bidder's Conference due by 12:00 pm CT.
February 2, 2018	Optional Bidder's Conference at 9:00 a.m. CT.
February 8, 2018	All Respondent questions due by 12:00 p.m. CT.
February 21, 2018	Responses to all questions posted on the Treasurer's website by 4:00 p.m. CT.

Date	Event
March 16, 2018	Proposals due at 12:00 p.m. CT.
March 26 through April 6, 2018	If applicable, RFP interviews.
April 13, 2018	If applicable, best and final offer due by 12:00 p.m. CT.
Week of April 16, 2018	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 by 12:00 p.m. CT on February 8, 2018.

Jim Underwood
 Chief Procurement Officer
 Office of the Illinois State Treasurer
 400 W. Monroe St., Suite 401
 Springfield, IL 62704
 Phone: 217.782.1708
 Fax: 217.524.3822
junderwood@illinoistreasurer.gov

C. Optional Bidder’s Conference

Each Respondent must e-mail notice of intent to attend the Bidder’s Conference to Jim Underwood at junderwood@illinoistreasurer.gov prior to 12:00 p.m. CT on February 1, 2018. Participation by telephone is acceptable. The Bidder’s Conference shall be on February 2, 2018 at 9:00 a.m. CT at the following address:

100 W. Randolph St., Suite 15-600
 Chicago, IL 60601

D. Proposal Submittal

All Proposals must be submitted by mail or messenger to the following address, no later than 12:00 p.m. CT on March 14, 2018:

Mr. Jim Underwood
 Chief Procurement Officer
 Office of the Illinois State Treasurer

400 West Monroe Street, Suite 401
Springfield, IL 62704

E. RFP Process

1. Internet/E-mail Communications
The Treasurer 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. Verbal Communications
Any verbal communication from the Treasurer's employees or its contractors concerning this RFP is not binding on the Treasurer, and shall in no way alter a specification, term or condition of this RFP.
3. Amendment
If it is necessary to amend this RFP, the Treasurer will post amendments on the Treasurer's website.
4. Respondent's Costs
The cost of developing a response to this RFP is each Respondent's responsibility and may not be charged to the Treasurer.
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 Proposal. 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 an Offer
A Proposal submitted response to this RFP is a 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 materials 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(l). The Redacted Copy must retain as much of the Proposal as possible.

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

10. CPO May Cancel the RFP

If the CPO determines it is in the Treasurer’s best interest, he reserves the right to do any of the following:

- a. Cancel this RFP;
- b. Modify this RFP in writing as needed; or
- c. Reject any or all responses received for this RFP.

VI. EVALUATION PROCESS & CRITERIA

This Section explains how the Treasurer will evaluate the Proposals.

A. Mandatory Requirements

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

1. Submit Proposal and accompanying Cost Proposal by the deadline provided in this RFP;
2. Answer all of the questions in Section IV.B of this RFP; and
3. Submit the name, physical address, e-mail address, and telephone number of an individual with authority to answer questions or clarify their Proposal.

B. Scoring

This following table shows the maximum number of points that can be awarded for each evaluation factor that will be used in reviewing the Proposals.

Evaluation Factor	Maximum Score
Background & Experience	10
Business Process Review Services	15
Treasury Management Systems Services	35
Cost Proposal	25
Corporate Responsibility – Environmental, Social, & Governance Practices	5
Diversity	5
Illinois Presence	5
Interview	20
TOTAL	120

C. Evaluation Factors

1. Background and Experience

Scoring will be based on Respondent’s experience and demonstrated ability in providing quality review solutions and services. The breadth and depth of Respondent’s engagements similar to the Services will be considered. The evaluation will also include reference checks regarding the Respondent's work for previous clients receiving services similar to the ones in this RFP.

2. Business Process Review Services

Scoring will be based on the 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 talent and experience of assigned personnel will be considered.

3. Treasury Management Systems Review Services

Respondent’s treasury management system review capabilities and strategies will be evaluated and scored, based on the answers provided to the questions in Section IV.B of this RFP.

4. Cost Proposal

Respondent’s Cost Proposal score will be scored based on an evaluation of its cost-effectiveness in delivering the Services.

5. Corporate Responsibility – Environmental, Social, & Governance Practices

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

6. Diversity Score

Respondent's diversity score will be scored based on the answers Respondent provides to the diversity questions in Section IV.B of this RFP. The Evaluation Team shall award a higher diversity score to Respondents that are female, minority, person with disabilities, or veteran owned or managed. Having a higher percentage of subcontractors that are female, minority, person with disabilities, or veteran owned or managed shall also result in higher scores.

7. Illinois Presence Score

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

8. Interview

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

D. Evaluation Process

All Responses will be reviewed for compliance with the RFP requirements and specifications. Responses deemed non-responsive will be eliminated from further consideration. The CPO 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. CONTRACTUAL TERMS

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

A. Contractual Responsibility

If chosen to provide the services under this RFP, Contractor will be contractually responsible for all services provided.

B. Governing Law; Venue.

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

C. Internal Controls

At no cost to the Treasurer and upon request, the Contractor shall provide the Treasurer with a copy, either electronically or hard copy, of the Annual Report or Form 10-K of its parent holding company and its most recent SSAE 16 report, which will include the

attestation of the company's independent registered accounting firm regarding the company's internal control over financial reporting.

D. Disaster Recovery and Backup Facilities

Contractor shall prepare and test a plan for recovery of financial transactions and related information in the event of a disaster or system failure. Contractor shall furnish a copy of the plan, test results, and the results of the annual audit of the disaster recovery plan to the Treasurer upon request.

E. Term of Agreement

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

F. Termination

1. Termination Without Cause.

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

2. Termination for Cause.

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

- a. Contractor fails to furnish a satisfactory performance within the time specified;
- b. Contractor fails to perform any of the provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms;
- c. Any services provided under the Agreement are rejected and are not promptly corrected by Contractor, or repeatedly rejected even though Contractor offers to correct services promptly;
- d. There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means obtained the Agreement;
- e. Contractor is guilty of misrepresentation in connection with another contract for services to the State;
- f. Contractor is adjudged bankrupt or enters into a general assignment for the benefit of their creditors or receivership due to insolvency;

- g. Contractor disregards laws and ordinances, rules, or instructions of a contracting officer or acts in violation of any provision of the Agreement or this part, or the Agreement conflicts with any statutory or constitutional provision of the State of Illinois or of the United States; or
- h. Any other breach of contract or other unlawful act by Contractor occurs.

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

In addition, the Treasurer reserves the right to reduce the fee 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.

G. Review

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

H. Liability

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

I. Indemnification

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

J. Confidentiality

This Section shall survive the termination of the Agreement.

1. Confidential Information.

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

- a. Information already known or independently developed by the recipient;
 - b. Information required to be released by law;
 - c. Information in the public domain through no wrongful act of the recipient; and
 - d. Information received from a third party who was free to disclose it.
2. Use of Confidential Information by Employees and Agents of Contractor.
The requirement of confidentiality under this Agreement also applies to the employees and agents of the Contractor. The Contractor shall use its best efforts to ensure that its employees and agents adhere to the confidentiality requirements set forth herein. Use by and disclosure to employees and agents of Confidential Information to the extent necessary to carry out the terms and purposes of this Agreement is acceptable.
3. Protection of Confidential Information.
The Contractor represents, warrants, and covenants that it has implemented and will maintain an information security program reasonably designed to protect Confidential Information, including customer information, which program includes administrative, technical, and physical safeguards to ensure the security and confidentiality of all customer information, to protect against anticipated threats or hazards to the security or integrity of such customer information, and to protect against unauthorized access to or use of such customer information.
4. Privacy Policy.
Contractor will comply with any applicable federal or state laws or regulations, as well as any privacy policy developed by the Treasurer. Contractor further agrees to establish, maintain, and comply with a privacy policy with respect to the program that meets the requirements of applicable law.
5. Program Lists.
The Contractor specifically agrees that it shall not, and shall cause its subcontractors and affiliates not to, sell, provide, or otherwise disclose information from, any program list to any third party, unless otherwise directed to or approved by the Treasurer or required by applicable law.

K. Subcontracting

The Contractor may not use subcontractors to perform the duties as outlined in this RFP unless the subcontractor is approved in advance by the Treasurer. If your response

requires a subcontractor, the Respondent must disclose the duties performed by the subcontractor. Subcontractors will be required to submit separate State Certifications and Disclosure Forms, a copy of which is found in Appendix B.

L. Assignment

Each term and provision of the Agreement is binding and enforceable against and inures to the benefit of any successors of the Treasurer and any successors of Contractor, but neither the Agreement nor any of the rights, interests, or obligations is assignable without the prior written consent of the other party. Any attempt by Contractor to transfer or assign any rights or obligations related to the provision of services under this Agreement, without the prior written consent of the Treasurer, shall render the Agreement voidable by the Treasurer. The Treasurer may unilaterally bind any successor of the provider to the terms and conditions of any Agreement between the parties.

M. Services

Contractor shall not modify any service or the manner of providing such service under this Agreement without the prior written authorization of the Treasurer. Modification means any change to an existing service or the addition of a new service.

N. Access to Information

Upon request, the Contractor shall provide the Treasurer access to all files, records, participant email addresses, documents, and data pertaining to the Treasury Management Systems & Business Process Review Services that are in its possession and control regardless of how that information is stored. The information shall be provided in a form acceptable to the Treasurer.

O. Most Favorable Terms

If more favorable terms are granted by the Contractor to any similarly sized Treasury Management Systems & Business Process Review Services provider in a contemporaneous agreement under the same or similar financial terms and circumstances for comparable services or to an entity on the Exempt List, the more favorable terms will be applicable under the Agreement.

P. State Certifications/Disclosures

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

Q. Right to Audit Books and Records

The Contractor and any subcontractor shall maintain, for a minimum of three (3) years after the termination of the Agreement, adequate books, records, and supporting documents related to the Agreement. These documents shall be available for review and audit by the Treasurer and the Illinois State Auditor General. The 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. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the Treasurer for the recovery of any funds paid by the Treasurer under the underlying

agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

R. 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, and ideas specially produced, developed or designed by you, including any copyright or service marks you developed on behalf of the Treasurer, under any agreement for the Treasurer, whether preliminary or final, (collectively, the “Work Product”) will become and remain the property of the Treasurer. The Treasurer shall have the right to use all such Work Product without restriction or limitation and without further compensation to you.

2. Return of Work Product.

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

S. Change of Law or Policy

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

T. Certifications

The Contractor shall certify the following:

1. That the Contractor has the full legal right, power, and authority to execute and deliver the Agreement and to perform its obligations pursuant to the Agreement with no other corporate action on the part of the Contractor or its stockholders being necessary, and that the Agreement has been duly and validly executed and delivered by the Contractor, thereby constituting a legal, valid, and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms;
2. That the execution and delivery by the Contractor of the Agreement, the performance by Contractor of its duties and obligations thereunder, and the consummation of the transactions contemplated do not result in any of the following:

- a. Conflict with or result in a violation or breach of any of the terms, conditions, or provisions of the charter or by-laws of Contractor;
 - b. Conflict with or result in a violation or breach of any term or provision of (a) any law, rule, regulation, judgment, decree, order, or injunction applicable to the Contractor or any of its assets and properties or (b) any agreement binding on or affecting the Contractor or any of its properties; or
 - c. Conflict with or result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default under any material agreement to which the Contractor is a party, or any material obligation or responsibility which the Contractor has to any third party.
3. That there is no action, suit, investigation, or proceeding pending or, to the best knowledge of the Contractor, threatened against the Contractor before any court, arbitrator, or administrative or governmental body that might result in any material adverse change in the operations of the Contractor or which might materially and adversely affect the ability of the Contractor to perform the Services or otherwise comply with its obligations under the Agreement.

U. Severability

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

Appendix A

Banking Transaction Volumes FY17

	Items Processed and/or Received*	Amount
Medical Cannabis		
Check Deposits	423	\$5,834,146.91
Cash	5	\$53,209.83
E-Pay Settlement for State Agencies		
	12,065,796	\$2,167,884,919.58
Lockbox		
	1,673	\$1,701,474,675.12
Agency Check/Cash/ACH & Wire Transfer		
	159,771	\$10,953,568,047.09
Electronic Payments		
Tax Payments	2,395,506	\$34,663,086,967.74
Federal Agency	10,172	20,457,692,035
Grand Total FY 17 Banking Volumes	14,633,346	\$69,949,594,001.27

*The Items Processed and/or Received are the deposits processed by the State Treasurer's Office and are not indicative of the actual number of items that were received at the financial institution, but rather by deposit ticket.

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, related statutory or administrative changes, agency initiatives, consumer behavior, and/or other factors.

Appendix B

ILLINOIS STATE TREASURER CERTIFICATIONS

_____ (“CONTRACTOR”) makes the following certifications:

1.0 ANTI-BRIBERY.

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

2.0 BID-RIGGING/BID-ROTATING.

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

3.0 DRUG FREE WORKPLACE.

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

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

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

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

4.0 U.S. EXPORT ACT.

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

5.0 NON-DISCRIMINATION.

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

6.0 AMERICANS WITH DISABILITIES ACT.

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

7.0 ILLINOIS HUMAN RIGHTS ACT.

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

8.0 FELONY.

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

9.0 FORMER EMPLOYMENT.

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

10.0 INDUCEMENT.

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

11.0 REVOLVING DOOR PROHIBITION.

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

12.0 REPORTING ANTICOMPETITIVE PRACTICES.

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

13.0 DISCRIMINATORY CLUB.

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

14.0 TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS OF CONTRACTOR.

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

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

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

15.0 LICENSE; AUTHORIZED BIDDER OR OFFEROR

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

16.0 APPROPRIATION.

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

17.0 RECORDS RETENTION; RIGHT TO AUDIT.

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

18.0 CONFLICTS OF INTEREST.

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

19.0 LATE PAYMENTS.

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

20.0 LIABILITY.

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

21.0 DEBT DELINQUENCY.

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

22.0 EDUCATIONAL LOAN DEFAULT.

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

23.0 FORCE MAJEURE.

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

24.0 ANTITRUST ASSIGNMENT.

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

25.0 PROHIBITION OF GOODS FROM FORCED LABOR.

CONTRACTOR certifies that it is not barred from being awarded a contract under the State Prohibition of Goods from Forced Labor Act (30 ILCS 583). Section 10 of the State Prohibition of Goods from Forced Labor Act prohibits a contractor from entering into a contract with the Treasurer's

Office if that contractor knew that the foreign-made equipment, materials, or supplies furnished to the State were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR is determined to have known that the foreign-made equipment, materials, or supplies furnished to the State during the term of the Agreement were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction.

26.0 PROHIBITION OF GOODS FROM CHILD LABOR.

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

27.0 SARBANES-OXLEY ACT AND ILLINOIS SECURITIES LAW

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

28.0 DISPUTES.

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

29.0 THIRD-PARTY PAYMENTS.

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

30.0 MOST FAVORABLE TERMS.

If more favorable terms are granted by the CONTRACTOR to any similar governmental agency in any state in a contemporaneous agreement let under the same or similar financial terms and

circumstances for comparable supplies or services, the more favorable terms will be applicable under the Agreement between the Treasurer's Office and the CONTRACTOR.

31.0 BOARD OF ELECTIONS REGISTRATION

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

(or)

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

32.0 COLLECTION AND REMITTANCE OF ILLINOIS USE TAX

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

33.0 ENVIRONMENTAL PROTECTION ACT VIOLATIONS

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

34.0 LEAD POISONING PREVENTION ACT VIOLATIONS

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

35.0 BOND ISSUANCES

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

36.0 POLITICAL CONTRIBUTIONS

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

37.0 LOBBYING RESTRICTIONS

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

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

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

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

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

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

___ There are no business operations that must be disclosed to comply with the above cited law.

___ The following business operations are disclosed to comply with the above cited law:

CONTRACTOR

By:

Signature

Name

Title

Date

DISCLOSURES

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

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

Contractor/offers shall disclose the financial interest and potential conflicts of interest information identified in Sections 1 and 2 below as a condition of receiving an award or contract. Submit this information along with your bid, proposal or offer.

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

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

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

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

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

Name: _____

Address: _____

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

_____.

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

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

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

The percent of ownership _____%

or

The value of the ownership interest \$ _____

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

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

State or any county clerk in the State of Illinois, or any political action committee with either the Secretary of State or the Federal Board of Elections.

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

This disclosure is submitted on behalf of

(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

Name (printed) _____ Title _____

Signature _____ Date _____

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

The Treasurer's Procurement Regulations (44 Ill. Adm. Code 1400.5035) require that contractors/offers 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 _____