



OFFICE OF THE ILLINOIS STATE TREASURER
MICHAEL W. FRERICHS

**Request for Proposals
Custody and Safekeeping Services
for Program Deposits
370-500-19-017**

October 19, 2018

Proposals due by 1:00 p.m. CT on November 19, 2018

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

Office of the Illinois State Treasurer
Request for Proposals
Custody and Safekeeping Services for Program Deposits
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I. OVERVIEW

The Office of the Illinois State Treasurer (“Treasurer”) is issuing this Request for Proposals (“RFP”) for Custody and Safekeeping Services for Program Deposits (“Services”). Financial institutions that submit Proposals (the “Respondent”) shall submit their Proposals by 1:00 p.m. CT on November 19, 2018.

The Treasurer seeks a Contractor(s) that will provide quality custody and safekeeping services covering the pledge of Property by Illinois depositories to secure state deposits. The winning Respondent(s) (“Contractor(s)”) must be authorized to do business in Illinois as an Illinois bank or a national bank with a presence in Illinois. In addition, the Contractor(s) must be a member of the Federal Reserve System and Depository Trust Company, have access to all services as a member bank, and qualify as a depository for public funds. At the time the Contractor(s) submits their Proposal, or prior to that time, if required by law, the Contractor(s) must have all required licenses, bonding, facilities, equipment, and trained personnel necessary to perform the work specified in this RFP. Finally, the Contractor(s) must have a minimum of ten (10) years of experience performing the services being sought by this RFP.

The Contractor(s) 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, including the initial four (4) years.

II. BACKGROUND

The Treasurer has general statutory authority pursuant to the Public Funds Deposit Act (30 ILCS 225) to deposit state funds in financial institutions throughout the State. Specifically, “The Treasurer... may require such bank or savings and loan association to deposit ... securities ... equal in market value to the amount by which the funds deposited exceed the federally insured amount.” 30 ILCS 225/1. The Deposit of State Moneys Act (15 ILCS 520) authorizes the Treasurer to contract with any financial institution to provide custody and safekeeping services subject to the rules and regulations promulgated by the Treasurer. 15 ILCS 520/10.

The Treasurer will establish custody and safekeeping agreements with selected Contractor(s) that will provide for custody and safekeeping services of Property pledged by Illinois depositories to secure state deposits and ensure perfection of a security interest by the State in that Property to the highest degree possible under Illinois law.

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.

A. Definitions

The following defined terms are used in this RFP:

1. “Property” – cash, Financial Asset, and investment property and any substitutions, additions, or income therefrom held in the Securities Account established by the custodian for the exclusive benefit of the Treasurer.
2. “Financial Asset” – “Financial Asset” shall have the same meaning as set forth for the term in Article 8 of the Illinois Uniform Commercial Code – Investment Securities. 810 ILCS 5/8-102(a)(9).
3. “Securities Account” – “Securities Account” shall be as used in Article 8 of the Illinois Uniform Commercial Code – Investment Securities. 810 ILCS 5/8.

III. SCOPE OF WORK

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

- A. Open Securities Account(s) in the name of and for the benefit of the Treasurer, pursuant to the list of Approved and Active Depositories available on the Treasurer’s website;
- B. Accept all documentation required by the Treasurer’s Office for the establishment of new Securities Account(s), pursuant to the attached Appendix A New Account Documentation;
- C. Accept the delivery of Property, and hold the Property in the Securities Account(s) as designated in writing, pursuant to the attached Appendix B Collateral Instruction Form, or verbally by the Treasurer no later than 2:30 pm CT on the settlement date of the transaction;
- D. Deliver the Property held in Securities Account(s) as designated in writing, pursuant to the attached Appendix B Collateral Instruction Form, or verbally by the Treasurer no later than 2:30 pm CT on the settlement date of the transaction;
- E. Maintain the Securities Account(s) and the Property held therein for the sole and exclusive benefit of the Treasurer without granting any claim or interest in or control over the Securities Account(s) or the Property to any third party without the prior written consent of the Treasurer, pursuant to the attached Appendix C Current Collateral Holdings and Appendix D Acceptable Collateral Listing: List of Financial Assets Qualified for Collateral to Secure Deposits and Repurchase Agreements;
- F. Comply with all entitlement orders issued and authorized by the Treasurer;
- G. Comply with any entitlement order issued by any third party only upon the prior written direction of the Treasurer;

- H. Credit the appropriate Securities Account(s) on the payment date with the proceeds from all sales, maturities, principal, interest and any other payment types regarding the Property held in the Securities Account(s);
- I. Provide electronic notice to the Treasurer of each transaction and entry to the Securities Account(s) by facsimile or other electronic means on the day of such transaction and entry;
- J. Provide daily electronic transmission in ASCII text format, pursuant to the attached Appendix E Electronic Transmission Record Layout, containing each transaction and entry, or if no transactions are executed a 9's record must be provided, by 9:00 am CT of the next business day of such transaction or entry;
- K. Provide a document confirming receipt of Property within 5 business days of the transaction date;
- L. Provide electronically a monthly report of the Property held in each Securities Account(s) as of the close of the last business day of the month, in ASCII text format, which report shall be received by the Treasurer within 2 business days of the end of the month, pursuant to the attached Appendix E Electronic Transmission Record Layout;
- M. Provide a monthly report containing all Property held as of the close of the last business day of the month, and all transactions and entries that occurred during the month, which report shall be received by the Treasurer within 5 business days of the end of the month;
- N. Provide the Treasurer with the ability to retrieve the daily and monthly transmission files via FTP from the Respondent(s) website. If a FTP site is not available, the Respondent(s) may email the file directly to the Treasurer with the subject line, "****Safekeeping File****;"
- O. Accept and record current Type Codes, pursuant to the attached Appendix F Current Type Codes, on all receipts, reports and transmissions and update/implement new codes as requested by the Treasurer throughout the contract term;
- P. Update electronic file layouts and reports as required by the Treasurer throughout the contract term; and
- Q. Provide Illinois depositories with monthly invoices detailing the services rendered, based on the Cost Structure of the contract. All fees will be paid by the state depositories.

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 the 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 – The Respondent shall provide a brief five (5) page narrative, describing the general conceptual approach the Respondent would take to provide the Services and any other information the Respondent believes is relevant. Emphasis should be on clarity, brevity and completeness of the response.
5. Answers to Questions – The Respondent must respond to all of the questions presented in Section IV.B of this RFP. The Respondent’s answers must include the headings (e.g. “Background”) and be numbered in the order provided in Section IV.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) the 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 – The Respondent and any subcontractor(s) must submit the following three (3) fully executed documents: Illinois State Treasurer Certifications, Disclosures Financial Interest and Potential Conflicts of Interest (Disclosure Form A), and the Disclosures Other Contract and Procurement Related Information (Disclosure Form B).
9. Cost Proposal – The 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 the 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, the 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 “Custody and Safekeeping Services for Program Deposits Proposal 370-500-19-017 for the Office of the Illinois State Treasurer” and the Respondent’s name and address. The package must include one (1) original and five (5) copies of the Proposal. A separate envelope must contain one (1) original and five (5) copies of the Cost Proposal. If confidentiality of any information is asserted, one (1)

Redacted Copy should be provided in an additional separate envelope. In addition, please provide one (1) electronic copy of the Proposal and one (1) separate electronic copy 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 or CD-ROM.

B. Questions to be Addressed in the Proposal

Respondents shall provide answers to the following questions:

Background and Experience

1. Provide a brief overview of the Respondent. Describe your corporate structure, including holding companies, parents, and corporate affiliates.
2. Provide the Respondent's name and the name, title, address, phone number, fax number and email address of the individual who will be the Treasurer's primary contact.
3. Provide the address and website of the Respondent's headquarters and all branch offices.
4. Provide the year the Respondent was established and give a brief history of the Respondent.
5. Identify all the Respondent's lines of business, products and services.
6. Has the Respondent been a party to any lawsuit from January 1, 2015 to present? If so, please provide a detailed explanation.
7. Has the Respondent experienced any data breach or loss of personal, financial or other data considered private or confidential since January 1, 2015? If so, provide details and what steps were taken to address the issue both in the short term related to the specific breach/loss and also in the longer term to prevent such a breach/loss from happening again.
8. Discuss the Respondent's corporate governance compliance practices.
9. Describe the Respondent's risk management practices and internal controls to ensure adherence to applicable federal and state laws, regulatory agency guidance, and industry best practices.
10. Provide the Respondent's current IDC Financial Publishing, Inc. ("IDC") and Community Reinvestment Act ("CRA") rating.
11. Describe any changes in the Respondent's ownership or management structure since January 1, 2015. Will these changes have any impact on the Respondent's ability to provide the Services during the expected term of the Agreement?

12. Provide contact information for three (3) client references. References must be entities to which the Respondent provided services most similar to the Services.
13. Does the Respondent currently have or has the Respondent had in the past ten (10) years any contracts that contain services similar to the Services with respect to size, scope, and complexity? For each contract, provide the following information:
 - a. The entity for which the 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 the Respondent is providing or has provided under the contract.

Financial Services

14. Please identify any item listed in Section III of this RFP that the Respondent is unwilling or unable to perform and explain why.
15. Provide a proposed schedule for the implementation of the Services. The implementation schedule should include, but not be limited to, any specific implementation phases (e.g. testing, training, etc.), materials available, and/or any on-site training provided by the Respondent.
16. Provide a detailed description of the Respondent's ability to ensure perfection of a security interest by the State in certain property to the highest degree possible under Illinois law.
17. 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?
18. What is the Respondent's average response time to account inquiries, questions regarding discrepancies, and other requests for information?
19. How would the Respondent staff this project in order to meet the Treasurer's customer service needs (direct access to staff, emergency contacts, etc.)?

Qualifications

20. If possible, please provide a summary of any unique expertise, products, or services that would assist the Respondent in performing the Services;
21. Please provide ratings from two (2) rating agencies, registered with the Securities Exchange Commission as a Nationally Recognized Statistical Rating Organization ("NRSRO"). Include ratings for senior debt, subordinated debt, and long-term deposits, if available.

22. Provide documents that sufficiently demonstrate the Respondent's intent to continue in the Services-related line of business throughout the proposed contract term.

Diversity

23. 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.
24. 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 the Respondent's owners who are female, minority, military veterans, or persons with disabilities. Please cite with supporting data.
25. Please provide the number and percentage of the 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.
26. Please provide the number and percentage of the 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.
27. What is the percentage of the 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.

Corporate Responsibility – Environmental, Social and Governance Practices

28. 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.
29. Please highlight any policies, practices or resources that the Respondent has in place to retain and enhance the human capital at the firm.
30. Please explain how the Respondent fosters a corporate governance structure that mitigates business risks and enhances business operations.
31. 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.
32. Based on Respondent's answers to the following questions, Treasurer may determine, in its sole discretion, that Respondent is disqualified, or that Respondent shall be awarded fewer points in the Corporate Responsibility category. In making this

determination, Treasurer shall consider the overall impact of the disclosed information as well as its relationship to the Services:

- a. Certify whether since January 1, 2015, Respondent or any of its officers or principals, acting within the scope of their employment, have been subject to a consent order, penalty or any other finding of fault as a result of any publicly disclosed enforcement action or other regulatory proceeding by any of the following entities, including any divisions thereof: 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.
- b. 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: 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? If so, provide a detailed explanation and describe any impact on business lines, products, and/or services.

Illinois Presence

33. Is the Respondent incorporated in Illinois? Please provide the physical address and website of the Respondent's headquarters and all Illinois branch offices.
34. Please note how many full-time employees are located at the Respondent's headquarters and all Illinois branch offices.
35. 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.
36. Using the definition provided above, what percentage of the Respondent's subcontractors for this project, if any, have an Illinois presence?
37. Please note whether the Respondent has any plans to locate staff or hire additional staff in the State of Illinois. Please provide supporting data.

C. Cost Proposal

For the Cost Proposal, the Respondent shall complete and submit the Proposed Cost Structure, attached hereto as Appendix G. When preparing the Cost Proposal, the Respondent shall do the following:

1. Clearly communicate the price where fees are applicable, if there are pricing issues or options that require further or separate explanation;
2. Set the pricing schedules to cover an initial four-year period;
3. Include all the costs the Respondent would charge, based upon the requirements outlined in this RFP;
4. Provide pricing for all line items associated with this RFP. Pricing should not be provided in a bundled format;
5. Provide any costs not specifically mentioned in the Proposed Cost Structure but applicable to the RFP or pertinent to “Unique Capabilities” under “Additional Services;”
6. Note that, as stated earlier, the depositories will be billed directly, on a monthly basis, for services rendered; and
7. Indicate which amounts, if any, shall be paid to subcontractor(s).

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
October 19, 2018	RFP published on the Treasurer’s website.
October 24, 2018	Notice of intent to attend Bidder’s Teleconference due by 1:00 p.m. CT.
October 25, 2018	Optional Bidder’s Teleconference at 10:00 a.m. CT.
October 26, 2018	All Respondent questions due by 10:00 a.m. CT.
November 1, 2018	Responses to all questions posted on the Treasurer’s website by 4:00 p.m. CT.
November 19, 2018	Proposals due at 1:00 p.m. CT.
Week of December 3, 2018	Interviews and site visits, if any, with final candidates.

December 11, 2018	If applicable, best and final offer due by 1:00 p.m. CT.
Week of December 17, 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, Jim Underwood, at junderwood@illinoistreasurer.gov by 10:00 a.m. CT on October 26, 2018.

C. Optional Bidder’s Teleconference

If a Respondent intends to participate in the Optional Bidder’s Teleconference, the Respondent must e-mail the CPO notice of intent to participate by 1:00 p.m. CT on October 24, 2018, at junderwood@illinoistreasurer.gov. Participation is only available by telephone. The Bidder’s Teleconference shall be on October 25, 2018 at 10:00 a.m. CT.

D. Proposal Submittal

All Proposals must be submitted by mail or messenger to the following address, no later than 1:00 p.m. CT on November 19, 2018:

Mr. Jim Underwood
 Chief Procurement Officer
 400 West Monroe Street, Suite 401
 Springfield, IL 62704
 Telephone: 217.782.1708

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. 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.
5. Withdrawal of Proposal
A 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 a Respondent requests confidential treatment of any information it considers to be exempt from public disclosure under FOIA or other applicable laws and rules, the Respondent should submit a Redacted Copy, which copy shall be clearly identified as the "Redacted Copy." In a separate attachment to the Redacted Copy, the 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 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 reserves the right to request additional information and to meet with representatives of the Respondent to discuss their Proposals.

VI. EVALUATION PROCESS AND CRITERIA

This Section explains how the Treasurer will evaluate the Proposals.

A. Mandatory Requirements

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

1. Submit Proposal and accompanying Cost Proposal by 1:00 p.m. CT on November 19, 2018;
2. In the Respondent's Proposal, provide all of the sections and the information required for each section as set forth in Section IV.A of this RFP;
3. In the Respondent's Proposal, answer all questions in Section IV.B of this RFP;
4. Provide the Cost Proposal in a separately sealed envelope and on a separate electronic storage device;
5. Be authorized to do business in Illinois as an Illinois bank or a national bank with a presence in Illinois;
6. Be a member of the Federal Reserve System and Depository Trust Company and have access to all services as a member bank. Qualify as a depository for public funds;
7. 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 within ten (10) calendar days from the date of receipt of the Respondent's Proposal; and
8. Have a minimum of ten (10) years of experience performing services that are considered identical or similar in nature to the Services.

B. Scoring

Evaluation Factor	Maximum Number of Points Possible
Background and Experience	20
Qualifications and Quality of Financial Services	40
Diversity	10
Corporate Responsibility – Environmental, Social and Governance Practices	5
Illinois Presence	10
Cost Proposal	15
Interview, if applicable	5
TOTAL	105

C. Determining Scores

1. Background and Experience

Scoring will be based on the Respondent’s demonstrated talent and experience of assigned personnel and will incorporate the answers the Respondent provides to the Background and Experience Questions in Section IV of this RFP. 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. Qualifications and Quality of Financial Services

The Respondent’s ability to perform the Services will be evaluated based on the Scope of Work narrative and the answers the Respondent provides to the Financial Services and Qualifications sections of the Proposal.

3. Diversity

The Respondent’s diversity score will be scored based on the answers the Respondent provides to the diversity questions in Section IV. 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. Corporate Responsibility – Environmental, Social and Governance Practices

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

5. Illinois Presence

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

6. Cost Proposal

The Evaluation Team shall evaluate the cost-effectiveness of the 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 publicly available information to perform its evaluation. Finally, the Evaluation Team will make a recommendation regarding the final Respondent.

VII. CONTRACTUAL TERMS

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

A. Contractual Responsibility

If chosen to provide the services under this RFP, the Contractor will be contractually responsible for all services provided Contractor shall at all times provide services in a commercially reasonable manner.

B. Governing Law

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

C. Term of Agreement

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

D. Termination

1. Termination without Cause

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

2. Termination for Cause

The Agreement may be terminated by the Treasurer under any of the following circumstances:

- a. Contractor fails to furnish satisfactory performance within the time specified;
- b. Contractor fails to perform any of the provisions of the Agreement or so fails to make progress so as to endanger the performance of the Agreement in accordance with its terms;
- c. Any goods or services provided under the Agreement are rejected and are not promptly replaced or corrected by the Contractor or repeatedly rejected even though Contractor offers to replace or correct the goods or services promptly;
- d. There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means were used to obtain the Agreement;
- e. Contractor is guilty of misrepresentation in connection with another contract for services to the State;
- f. Contractor is adjudged bankrupt or enters into a general assignment for the benefit of its creditors or receivership due to insolvency;
- g. Change in federal or State law or rules, or the Contractor's, or Treasurer's policies that would frustrate the purpose of the Agreement;
- h. Contractor disregards or violates any applicable laws, rules, or the Treasurer's instructions, acts in violation of any provision of the Agreement, or the agreement conflicts with any statutory or constitutional provision of the State of Illinois or the United States;
- i. Any other breach of contract or other unlawful act by Contractor occurs; or
- j. Contractor provides notice pursuant to Section VII.U or fails to provide such notice.

Prior to terminating the Agreement for cause, the Treasurer shall issue a written warning that outlines the remedial action necessary to bring the Contractor into conformance with the Agreement. If such remedial action is not completed to the satisfaction of the Treasurer within thirty (30) business days, a second written warning may be issued. If satisfactory action is not

taken by Contractor within five (5) business days of the date of the second written warning, the Agreement may be cancelled and the Treasurer may recover any and all damages involved with the transition to a new vendor including incidental and consequential damages. Failure by the Treasurer to issue a warning or cancel this Agreement does not waive any of the Treasurer's rights to issue subsequent warnings.

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

E. Work Product

1. Ownership of work product.

Except as otherwise agreed to in writing, all work product including, but not limited to, documents, reports, data, information, and ideas specially produced, developed, or designed by the Contractor pursuant to the Agreement, including any copyright or service marks developed on behalf of 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 the Contractor.

2. Return of Work Product

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

F. State Furnished Property

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

G. Internal Controls

If applicable and upon request, the Contractor shall provide the Treasurer with a copy of the most recent Annual Report or Form 10-K of itself or its holding company and its most recent SSAE 16 report, both of which shall include the attestation of the company's independent registered accounting firm regarding the company's internal control over financial reporting.

H. Back-up Facilities

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

I. Liability

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

J. Indemnification

Contractor shall indemnify and hold the Treasurer harmless from and against any and all losses, including but not limited to, any liabilities; demands; claims; lawsuits; damages; causes of action; settlements; judgments, including costs, attorneys' and witnesses' fees and expenses incident thereto; or fines, any of which arise out of or relate to violation of applicable law, breach of the Agreement, the negligent acts or omissions, or willful misconduct by Contractor, its employees, or agents. Contractor has a duty to select, with due diligence, all other entities that shall be necessary to implement the Agreement. Contractor shall establish and enforce reasonable procedures to assure the Treasurer of the performance by all other entities of the services necessary to implement this Agreement.

K. Subcontractors

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

L. Record Retention and Audit

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 three (3) years from the last action on the Agreement or after termination of the Agreement, whichever is longer. The Contractor and subcontractors agree to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all relevant materials. If any litigation or claim involving the Agreement has been filed or any audit commenced before the expiration of the three (3) year period, the Contractor shall maintain the records required by this Section 1) in the case of any litigation or claim, until completion of the action and resolution of all issues that arise from it or until the end of the three (3) year period, whichever is later and 2) in the case of any audit, until completion of the audit or until the end of the three (3) year period, whichever is later. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of the Treasurer for the recovery of any funds paid by the Treasurer under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

M. Confidentiality

This Section shall survive the termination of the Agreement.

1. Confidential Information

Contractor shall be prohibited from using or disclosing information received in the course of fulfilling its obligations pursuant to the Agreement ("Confidential

Information”), except in the performance of its internal responsibilities and normal functions and as directed by the Treasurer. Confidential Information includes all information but the following:

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

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

The requirement of confidentiality under this Agreement also applies to the employees and agents of the Contractor. The Contractor shall use its best efforts to ensure that its employees and agents adhere to the confidentiality requirements set forth herein. The 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

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

4. Privacy Policy

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

N. Successor and Assignment

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

O. 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.

P. 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.

Q. Severability

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

R. Access to Information

Upon request, the Contractor shall provide the Treasurer access to all files, records, documents, and data that are in its possession and control pursuant to the Agreement, regardless of how that information is stored. The information shall be provided in a form acceptable to the Treasurer.

S. Reporting and Testing

Within ten (10) days after full execution of the Agreement, the Contractor shall provide the Treasurer 1) a complete sample of all reports available on its online treasury management system and 2) access to the Contractor's treasury management system for the purpose of testing the export of information into the following formats: PDF, BAI2, CSV, and TXT. The reports and test export shall contain data that is specific to the types of transactions provided in Section III of this RFP.

T. Continuation of Services

The Contractor shall guarantee performance of the Services and agree to perform all Services in an efficient and professional manner. Notwithstanding anything to the contrary in the Agreement, the Contractor's obligations and responsibilities pursuant to the Agreement shall not be affected in the event of personnel problems, strike by employees, work stoppages, and other employee-related events. The Contractor is responsible for and shall provide commercially reasonable backup systems and shall review the adequacy of those systems with the Treasurer upon request. The prevention of such business interruption shall be the sole responsibility of the Contractor, and the Contractor shall immediately notify the Treasurer in the event such business interruption takes place. The Contractor shall be liable for any losses or damages sustained by the Treasurer due, in whole or in part, to the Contractor's failure to provide reasonable backup systems.

U. Notice

The Contractor hereby agrees to give the Treasurer notice if at any point during the term of the Agreement, Contractor or its officer(s) or principal(s), acting within the scope of their employment, become subject to a consent order consent order, penalty or receive any other finding of fault as a result of any publicly disclosed enforcement action or other regulatory proceeding by any of the following entities, including any divisions thereof: Securities and Exchange Commission, Department of Justice, Consumer Financial Protection Bureau, U.S. Department of the Treasury, Federal Deposit Insurance Corporation, or the Federal Reserve System. The Contractor shall provide the Treasurer such notice within five (5) business days of when Contractor knows or reasonably should have known of the consent order, penalty or finding of fault. Contractor's delivery of notice pursuant to this Section or failure to provide the required notice shall give the Treasurer reason to terminate the Agreement for cause.

V. 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.

W. State Certifications/Disclosures

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



ACCOUNT CONTROL AGREEMENT

THIS ACCOUNT CONTROL AGREEMENT (the "Agreement") dated as of _____, 20__ is made by and between The Office of the HONORABLE MICHAEL W. FRERICHS TREASURER OF THE STATE OF ILLINOIS ("Treasurer"), _____ (Name of Custody and Safekeeping Financial Institution) ("Securities Intermediary"), and _____ (Name of Depository Financial Institution) ("Depository").

W I T N E S S E T H:

WHEREAS, Treasurer has placed funds in one or more demand, time or savings accounts in Depository, an insured depository institution; and

WHEREAS, certain of such deposit funds may be in excess of the deposit insurance limitations applicable to Treasurer as "public unit accounts," as provided in 12 CFR Part 330, as may be amended from time to time; and

WHEREAS, Treasurer has required Depository to collateralize the deposit funds in excess of the deposit insurance limitations; and

WHEREAS, Treasurer has required Depository to deliver such collateral to Securities Intermediary to hold in custody and safekeeping for the benefit of Treasurer in securing such deposits in excess of the deposit insurance limitations; and

WHEREAS, Treasurer has caused Securities Intermediary to establish and Securities Intermediary has established one or more securities accounts (the "Accounts") in the name of Treasurer, as set forth on Schedule A attached hereto and made a part hereof, as amended and supplemented by Treasurer and Securities Intermediary; and

WHEREAS, Treasurer shall deliver or cause to be delivered by Depository to the Accounts certain financial assets (as defined in Section 8-102(a)(9) of the Illinois Uniform Commercial Code, as amended from time to time (the "UCC")), which Securities Intermediary agrees to hold and shall hold in the Accounts for the benefit of and in the name of Treasurer, as Treasurer's agent or custodian for the purpose of securing deposits in excess of the deposit insurance limitations held in one or more deposit accounts at Depository; and

WHEREAS, Treasurer, Depository and Securities Intermediary agree that this Agreement shall provide for the "control" of the Accounts and the perfection of the security interest of Treasurer in the Accounts and financial assets contained therein, all as provided in the UCC.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto hereby agrees as follows:

TERMS

Section 1. The Accounts. During the term of this Agreement, Securities Intermediary hereby represents and warrants to Treasurer that:

(a) the Accounts have been established in the name of Treasurer as set forth in Schedule A attached hereto and made a part here, as amended and supplemented by Treasurer and Securities Intermediary;

(b) it is acting as a "Securities Intermediary" for Treasurer as defined in Section 8-102(a)(14) of the UCC;

(c) it will at all times comply with the duties and obligations imposed on it as a Securities Intermediary under the UCC with respect to the "security entitlement" of Treasurer as an "entitlement holder" in financial assets held in the Accounts, any income thereon or proceeds thereof, and any cash balance in the Accounts, as defined in Section 8-102(a)(17) and Section 8-102(a)(7) of the UCC, respectively; and

(d) except for the claims and interest of Treasurer in the Accounts, Securities Intermediary has no knowledge of any claim to or interest in the Accounts, and except as directed by Treasurer, or as otherwise required by law, Securities Intermediary shall not allow any party to establish or maintain any claim to, interest in, or control of the Accounts or financial assets held therein.

Section 2. Priority of Lien and Interest. Securities Intermediary and Depository hereby acknowledge the security entitlement of Treasurer in the financial assets held in the Accounts. Securities Intermediary and Depository, respectively, hereby waive and release all liens, encumbrances, claims, and rights of set off that they may have against the Accounts, any financial asset held therein, and any cash balance in the Accounts. Securities Intermediary and Depository, respectively, hereby irrevocably agree that they will not assert any such lien, encumbrance, claim or right against the Accounts or any financial asset held therein, or any cash balance in the Accounts. Securities Intermediary shall comply with "entitlement orders" (as defined in Section 8-102(a)(8) of the UCC) concerning the Accounts originated by Treasurer without further consent by Depository.

Section 3. Control. Until the Securities Intermediary receives a verbal or written entitlement order to the contrary which is transmitted or signed by Treasurer or Treasurer's authorized representative, Securities Intermediary shall comply with all entitlement orders originated by Treasurer or Treasurer's authorized representatives concerning the Accounts and the financial assets held therein without any further action or consent by any third party. Securities Intermediary shall (a) make trades of financial assets held in the Accounts at the direction of Treasurer or Treasurer's authorized representatives, and accept substitutions therefor, and (b) comply with entitlement orders concerning the Accounts issued by Treasurer or Treasurer's authorized representatives. Further, upon the express prior verbal or written entitlement order of Treasurer or Treasurer's authorized representatives (which direction shall adequately detail terms), Securities Intermediary shall comply with a financial asset substitution request consistent with Treasurer's entitlement order, made by a third party broker, dealer or financial institution and shall allow the substitution of a financial asset held in an Account for a substantially equivalent financial asset *until*

such time as Treasurer or Treasurer's authorized representative transmits a verbal or written entitlement order to Securities Intermediary that Treasurer is canceling a previously authorized substitution entitlement order. Such entitlement order may be referred to herein as the "Notice of Cancellation" and shall adequately detail the terms of the cancellation. After Securities Intermediary receives a notice of Cancellation, whether such entitlement order is given verbally or in writing, it shall immediately cease complying with all substitution requests made by any third party (as identified in the Notice of Cancellation) concerning the Accounts or the financial assets held therein.

Any Notice of Cancellation may be given to Securities Intermediary at the address, facsimile number, and/or phone number appearing under its signature herein below. Each entitlement order given verbally shall be subsequently confirmed in writing (which may include a facsimile) by Treasurer or Treasurer's authorized representative. Treasurer or Treasurer's authorized representative shall provide a written confirmation to Securities Intermediary in a timely manner; however, in the event that Securities Intermediary acts upon a verbal entitlement order prior to receiving the confirmation from Treasurer or Treasurer's authorized representative, Treasurer agrees to hold Securities Intermediary harmless and without liability for execution of those verbal entitlement orders, except in the case of willful or gross misconduct. For purposes of this Section 3, one or more written entitlement orders may be sent by facsimile, and Securities Intermediary is authorized to rely upon facsimile communications as though they are original writings.

Section 4. Notices of Adverse Claims. If any person or entity asserts any lien, encumbrance or adverse claim against the Accounts or in any financial asset held therein, then, unless prohibited by law or court order, Securities Intermediary and Depository shall promptly notify Treasurer thereof in writing. Such notice shall include the name of the person or entity asserting the adverse interest and the nature of the adverse interest.

Section 5. Responsibility of Securities Intermediary. Securities Intermediary shall act in good faith and exercise all due care and diligence in (a) making trades of financial assets held in the Accounts at the entitlement order of Treasurer or Treasurer's authorized representatives, (b) complying with entitlement orders concerning the Accounts or the financial asset held therein provided such entitlement orders originate with Treasurer or Treasurer's authorized representatives, and (c) to the extent provided herein, allowing the substitution of financial assets held in the Accounts for substantially similar financial assets if such substitution is initiated prior to Securities Intermediary's actual receipt of a Notice of Cancellation. Further, Securities Intermediary shall act in good faith and use all due care and diligence when responding to all orders, directives and notices, including entitlement orders, transmitted by Treasurer or Treasurer's authorized representatives. As long as Securities Intermediary acts in good faith and with due care and diligence, Securities Intermediary shall have no liability to Treasurer or any third party for taking one or more of the above actions at the direction of Treasurer or Treasurer's authorized representatives.

Section 6. Treasurer's Right as Entitlement Holder. Securities Intermediary and Depository, respectively, hereby agree and acknowledge that Treasurer shall be the sole, exclusive entitlement holder with respect to the Accounts and the security entitlements arising out of the financial assets herein. In addition to the rights set forth herein, Treasurer shall have the following additional rights:

- (a) all interest in a financial asset held by the Securities Intermediary in the Accounts are to be held for Treasurer and are not the property of Securities Intermediary and shall not be subject to the claims of Securities Intermediary's creditors, except as otherwise provided by law;
- (b) Securities Intermediary shall maintain at all times financial assets in an amount and quantity which corresponds to the aggregate of all security entitlements it has established in favor of Treasurer with respect to a particular Account;
- (c) except to the extent otherwise agreed to by Treasurer, Securities Intermediary shall not grant any security interest in a financial asset in the Accounts for the benefit of any person or entity other than Treasurer;
- (d) unless otherwise directed by Treasurer, Securities Intermediary shall transmit to Depository all income with respect to the financial assets held in the Accounts;
- (e) Securities Intermediary shall exercise rights with respect to the financial assets held in the Accounts as directed by Treasurer pursuant to entitlement orders;
- (f) Securities Intermediary shall, at the direction of Treasurer, substitute, redeem or otherwise transfer any financial asset, or cause the financial asset to be transferred to Treasurer's account or accounts with another securities intermediary;
- (g) Securities Intermediary shall comply with any entitlement orders originated by Treasurer or Treasurer's authorized representatives if Securities Intermediary has a reasonable opportunity to assure itself that the entitlement order is genuine and authorized and that Securities Intermediary has a reasonable opportunity to comply with such entitlement order;
- (h) such other rights and interests which may from time to time be established under the UCC; and
- (i) such other rights and obligations which the parties hereto may agree to in writing.

Section 7. Termination. The interests, rights and powers granted herein to Treasurer have been granted in order to establish Treasurer's right to and interest in and security entitlements arising out of the financial assets held in the Accounts and to perfect Treasurer's security interest in the Accounts and the financial assets held therein. Except as required by law or court order, these interests, rights and power shall not be affected by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally or by the lapse of time. Any party may terminate this Agreement upon sixty (60) days prior written notice to the other parties. Treasurer shall also have the right to immediately terminate this Agreement in the event Treasurer deems it necessary, in its sole discretion, to protect its interests or the financial assets held in the Accounts. Upon receipt of a written notice of termination, Securities Intermediary and Depository shall continue to comply with the directions and entitlement orders of Treasurer until all financial assets held in the Accounts have been transferred or otherwise controlled by another securities intermediary.

Section 8. Recitals. The recitals set forth prior to Section I of this Agreement are an integral part of this Agreement and are hereby made a part of the terms and conditions of this Agreement.

Section 9. Counterparts. This Agreement may be executed by any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

Section 10. Choice of Law. The parties hereto agree that certain material events, occurrences and transactions relating to this Agreement bear a reasonable relationship to the State of Illinois. The validity, terms, performance and enforcement of this Agreement shall be governed by the internal laws of the State of Illinois.

**MICHAEL W. FRERICHS, TREASURER
OF THE STATE OF ILLINOIS**

By: _____
Name: Michael W. Frerichs
Title: Treasurer of the State of Illinois

SECURITIES INTERMEDIARY:

By: _____
Name: _____
Title: _____

For Notices:

Attention: _____
Facsimile: _____
Phone: _____

DEPOSITORY:

By: _____
Name: _____
Title: _____

For Notices:

SCHEDULE A

FORM OF TITLE OF ACCOUNTS

Account Title: Michael W. Frerichs, Treasurer of the State of Illinois Custody and Safekeeping Account to Secure Deposit Funds of the Treasurer of the State of Illinois under Account Control Agreement, dated _____, 20__.

Subaccount Title: _____ (Name of Depository Institution) Collateralization Account to Secure Deposit Funds of the Treasurer of the State of Illinois in _____ (Name of Depository Institution) under Account Control Agreement, dated _____, 20__.



COLLATERAL AGREEMENT

This Collateral Agreement (“Agreement”) is made this _____ day of _____, 20____ by and between _____ (“Depository”) and the Office of the Honorable Michael W. Frerichs, Treasurer of the State of Illinois (“Treasurer”), to collateralize deposit funds of the State of Illinois (the deposit and all interest earned thereon are hereinafter referred to as the “Deposit[s]”) in accordance with the terms and conditions contained in the Deposit Agreement (“Deposit Agreement”), made by and between Treasurer and Depository.

Depository agrees, for the purpose of collateralizing Deposits in excess of the deposit insurance limitations applicable to Treasurer as “public unit accounts” as provided in 12 CFR Part 330, as may be amended from time to time, to pledge “financial assets” (as defined in Section 8-102(a)(9) of the Illinois Uniform Commercial Code, as amended from time to time (the “UCC”)) with a market value equal to the percentage requirements as set forth in Treasurer’s “List of Financial Assets Qualified for Collateral to Secure Deposits and Repurchase Agreements,” attached hereto as Exhibit A, in current form or as hereafter amended. The financial assets shall be marked to market and adjusted, if necessary, to the appropriate level on a weekly basis.

Depository agrees unconditionally and irrevocably that any and all financial assets now or at any time held or hereafter pledged by Depository, be held by Treasurer’s designated “securities intermediary” (as defined in Section 8-102(a)(14) of the UCC).

For valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, Depository hereby pledges, transfers, delivers and grants to Treasurer a security interest in and assigns to Treasurer, all of Depository’s rights, title and interest in and to the financial assets delivered to Treasurer’s securities intermediary, together with all interest and proceeds of such financial assets, all substitutions therefore and all additions thereto as collateral security for the repayment of the Deposits.

Depository represents and warrants that the ownership of the financial assets to be pledged by Depository is exclusive and absolute; that such financial assets were purchased by Depository in good faith; and such financial assets are genuine and held free and clear of any liens, security interests, safekeeping or other charges, demands or other claims.

If Treasurer, in his sole discretion, determines that the value of the financial assets are insufficient to secure repayment of the Deposits, or if any of the statutory requirements of the Deposit of State Moneys Act, 15 ILCS 520/11 and 11.1, are not satisfied, then Treasurer may require Depository to pledge additional financial assets of such kind and value in order to satisfy any statutory requirements. Depository shall upon demand by Treasurer, pledge, transfer and deliver such further financial assets to Treasurer’s securities intermediary. If Depository fails to pledge such additional financial assets or such additional financial assets shall be unsatisfactory to secure the Deposits, Treasurer, in his sole discretion, may declare such Deposits and interest earned thereon, or any part thereof, to become immediately due and payable, notwithstanding any agreement to the contrary.

The term: “Event of Default” means the occurrence of any one or more of the following:

- a. any default, failure or breach in the observance or performance by Depository of any of its obligation, duties or requirements hereunder or under the Deposit Agreement;
- b. any representation or warranty of Depository made herein be incorrect or untrue as of the date hereof or any date hereafter;
- c. any default, failure, or refusal to pay to Treasurer any Deposit and all interest earned thereon, in full, or any part thereof when due and payable to the Treasurer; or
- d. any failure or suspension of active operations of Depository, including but not limited to insolvency, bankruptcy or unsatisfactory financial or safety and soundness conditions.

Upon the occurrence of an Event of Default, Treasurer may, at Treasurer's option and sole discretion, take any or all of the following actions:

- a. without further notice to Depository, Treasurer may sell or otherwise dispose of any or all of the financial assets; provided that with respect to an Event of Default described in Paragraphs 6(a) or 6(b) hereof, Treasurer agrees to provide Depository with twenty-four (24) hours prior notice of sale or other disposition; and
- b. without further notice to Depository, Treasurer may exercise any and all rights and remedies afforded to Treasurer under the UCC, the Deposit of State Moneys Act, and any and all other applicable provisions of law or equity; provided that with respect to an Event of Default described in Paragraphs 6(a) or 6(b) hereof, Treasurer agrees to provide Depository with twenty-four (24) hours prior notice of any such exercise of such rights and remedies.

The net proceeds of any amounts collected by virtue of the exercise by Treasurer of any of the remedies set forth herein may be applied, at the option of Treasurer, to payment of all attorney fees, charges, costs and expenses relating to the exercise of said remedies, the Deposits, interest earned on the Deposits, then to payment of Depository, if applicable. In the event that the proceeds from the sale of said financial assets are insufficient to repay all of such Deposits, interest thereon, attorney fees, costs and expenses, Depository agrees to pay to Treasurer any deficiency with interest thereon from the date of sale or disposal of the financial assets.

Upon the occurrence of an event of Default, Depository hereby agrees to be bound by the foregoing affirmations, acknowledgements, admissions and waivers, and further agrees and consents to the admission of any or all of such affirmations, acknowledgments, admissions and waivers in any judicial proceeding in connection with such Deposits.

If Treasurer and Depository mutually agree that the amount of the financial assets pledged exceeds the amount which would be sufficient to secure repayment of the Deposits, Treasurer shall at the request of Depository, return such excess financial assets to Depository.

This Agreement shall be continuing and binding upon the undersigned Depository, its successors and assigns, and shall inure to the benefit of Treasurer and Treasurer's securities intermediary, and each of their respective successors and assigns.

Depository agrees that it will comply with all federal and state laws and regulations now or hereinafter in effect and with the Deposit of State Moneys Act, and with all administrative rules prescribed by Treasurer.

Depository agrees that all of the foregoing statements and any statements contained in documents executed pursuant to this Agreement, are made to induce Treasurer to deposit funds in Depository with the knowledge that Treasurer will rely on these statements.

This Agreement is made pursuant to due authorization by the Board of Directors of said Depository.

All notices, demands, consents or other communications hereunder shall be in writing, and shall be deemed effective when delivered personally, or sent by telegraph or telecopy, or three (3) business days after being sent by registered or certified mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses or to such other parties as may be specified in writing by the parties hereto:

TREASURER:

Illinois State Treasurer
Attn: Banking Division / Time Deposit
400 West Monroe Street - Suite 305
Springfield, IL 62704

DEPOSITORY:

IN WITNESS WHEREOF, Treasurer and Depository have executed this Collateral Agreement as of the date first written above.

**MICHAEL W. FRERICHS, TREASURER
OF THE STATE OF ILLINOIS**

By: _____
Michael W. Frerichs, Treasurer of the
State of Illinois

DEPOSITORY:

By: _____
Its: _____

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)

Inst. No. :

Date :

Inst. Name, City :

Safe Keeper No. :

Contact Person :

<u>Amount</u>	<u>Description</u>	<u>Type</u>	<u>Rate</u>	<u>Mat. Date</u>	<u>CUSIP No.</u>	<u>C-No.</u>
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For Treasurer's Use

Approved By: _____
Office of the Illinois State Treasurer

Notes:

For Safekeeper's Use

To: State Treasurer's Office

- a) The transaction listed above is pending as of the date noted above. Confirmation will follow upon completion
 - b) The transaction listed above has been completed. All information regarding the security is correct except as noted below.
-
-

Signature

Date

Appendix C - Current Collateral Holdings

PAR Amount	Int. Rate	Maturity Date	CUSIP Number	Description	Security Type
\$ 5,000,000.00	3.000%	09/15/2037	3137B6ES6	FREDDIE MAC POOL 4288	Agency MBS (pools)
\$ 5,000,000.00	3.000%	04/01/2033	31418ARX8	FNMA 1401	Agency MBS (pools)
\$ 1,632,000.00	3.000%	08/01/2033	3138W9FR6	FNMA AS0175	Agency MBS (pools)
\$ 3,693,000.00	3.500%	04/20/2030	36179RA25	G2 MA2725 Mtge	Agency MBS (pools)
\$ 755,000.00	4.000%	05/01/2034	3128P75W9	FG C91761 Mtge	Agency MBS (pools)
\$ 900,000.00	3.500%	08/01/2034	3128P76T5	FG C91782 Mtge	Agency MBS (pools)
\$ 950,000.00	3.500%	06/01/2034	31418BD37	FN MA1921 Mtge	Agency MBS (pools)
\$ 650,000.00	3.000%	02/20/2030	36179Q2A8	G2 Ma2569 Mtge	Agency MBS (pools)
\$ 1,800,000.00	5.000%	11/01/2037	31281BTW0	FG N31465 Mtge	Agency MBS (pools)
\$ 17,656,870.00	4.500%	09/01/2029	31417YFM4	FN MA0171 MTGE	Agency MBS (pools)
\$ 6,480,643.00	4.500%	10/01/2029	3128P7MT7	FG C91270 Mtge	Agency MBS (pools)
\$ 500,000.00	4.000%	01/01/2027	3138EHTJ1	FN AL1452 Mtge	Agency MBS (pools)
\$ 765,000.00	4.000%	09/01/2031	31418DKG6	FN MA3894 Mtge	Agency MBS (pools)
\$ 600,000.00	3.500%	07/01/2031	3138ERP6	FN AL9419 Mtge	Agency MBS (pools)
\$ 1,161,500.00	4.000%	10/01/2033	31418AY44	FN MA1630 Mtge	Agency MBS (pools)
\$ 708,429.00	3.500%	09/01/2032	31418AJL3	FN MA1666 Mtge	Agency MBS (pools)
\$ 675,000.00	4.000%	08/01/2032	31418AH80	FN MA1154 MTGE	Agency MBS (pools)
\$ 1,150,000.00	3.000%	05/20/2030	36179RDA4	G2 MA2797 Mtge	Agency MBS (pools)
\$ 2,500,000.00	2.500%	04/15/2027	36176XJZ3	GN 779080 Mtge	Agency MBS (pools)
\$ 2,500,000.00	2.500%	01/20/2028	36179MXB1	G2 MA0674	Agency MBS (pools)
\$ 2,500,000.00	2.500%	09/20/2028	36179NMM7	G2 MA1264 MTGE	Agency MBS (pools)
\$ 1,653,000.00	2.500%	09/16/2045	38380CTJ2	GNR 2017-4 LB Mtge	Agency MBS (pools)
\$ 3,050,000.00	3.000%	12/20/2039	38378DJ55	GNR 2012-31 QJ Mtge	Agency MBS (pools)
\$ 3,300,000.00	3.500%	09/16/2040	38377LHN1	GNR 2010-116 MP Mtge	Agency MBS (pools)
\$ 2,175,000.00	3.250%	10/16/2039	38377QG84	GNR 2011-46 CJ Mtge	Agency MBS (pools)
\$ 1,500,000.00	3.000%	12/20/2029	36179QVF5	G2 MA2414 Mtge	Agency MBS (pools)
\$ 1,000,000.00	4.000%	02/01/2032	3128P7RW5	FG C91401 Mtge	Agency MBS (pools)
\$ 1,000,000.00	3.500%	03/01/2032	31418ADQ8	FNMA 1010 Mtge	Agency MBS (pools)
\$ 785,000.00	3.500%	09/01/2032	3128CUU79	FG G30606 Mtge	Agency MBS (pools)
\$ 1,000,000.00	4.000%	02/01/2032	31418ACP1	FN MA0977 Mtge	Agency MBS (pools)
\$ 910,000.00	4.500%	03/01/2041	3138A8Y42	FN AH7030 Mtge	Agency MBS (pools)
\$ 510,413.00	4.000%	05/01/2032	31418AFQ6	FN MA1074 Mtge	Agency MBS (pools)
\$ 513,000.00	3.000%	06/01/2031	3132LKA75	FG U49054 Mtge	Agency MBS (pools)
\$ 512,000.00	4.000%	05/01/2036	3138ETSM9	FN AL8623 Mtge	Agency MBS (pools)
\$ 780,000.00	4.000%	12/01/2031	31418AAW8	FN MA0920 Mtge	Agency MBS (pools)
\$ 500,000.00	4.500%	09/20/2047	36179TGV1	G2 MA4712 Mtge	Agency MBS (pools)
\$ 900,000.00	3.500%	03/01/2026	31416XYL8	FN AB2514 Mtge	Agency MBS (pools)
\$ 250,000.00	2.000%	08/28/2020	3136FTR43	FNMA	Agency Securities
\$ 500,000.00	1.000%	09/25/2018	313382EY5	FHLB	Agency Securities
\$ 500,000.00	1.750%	12/14/2018	313376BR5	FHLB	Agency Securities
\$ 250,000.00	1.450%	11/21/2019	3134G3U40	FHLMC	Agency Securities
\$ 250,000.00	1.750%	03/06/2020	3135G0UU5	FNMA	Agency Securities
\$ 5,000,000.00	1.700%	10/19/2020	3130A6LQ8	FHLB	Agency Securities
\$ 3,500,000.00	1.650%	03/01/2021	3133EFF28	FFCB	Agency Securities
\$ 1,000,000.00	1.650%	03/01/2021	3133EFF28	FFCB	Agency Securities
\$ 200,000.00	4.500%	09/13/2019	3133XUMS9	FHLB	Agency Securities
\$ 230,000.00	1.250%	02/14/2019	3133824V2	FHLB	Agency Securities
\$ 300,000.00	2.200%	07/21/2025	3133EGNA9	FFCB	Agency Securities
\$ 100,000.00	2.200%	07/21/2025	3133EGNA9	FFCB	Agency Securities
\$ 100,000.00	2.200%	07/21/2025	3133EGNA9	FFCB	Agency Securities
\$ 4,450,000.00	1.730%	10/12/2022	3133EGYC3	FFCB	Agency Securities
\$ 550,000.00	1.730%	10/12/2022	3133EGYC3	FFCB	Agency Securities
\$ 250,000.00	2.370%	11/22/2023	3130AA6F0	FEDERAL HOME LOAN BANK	Agency Securities
\$ 300,000.00	1.875%	11/29/2021	3130AABG2	FHLB	Agency Securities
\$ 500,000.00	2.140%	11/21/2024	3133EGH99	FFCB	Agency Securities
\$ 500,000.00	2.040%	02/10/2025	3133EGQF5	FFCB	Agency Securities
\$ 300,000.00	2.980%	12/08/2025	3133EGQ81	FFCB	Agency Securities
\$ 700,000.00	2.300%	11/03/2026	3130A9W64	FHLB	Agency Securities
\$ 5,000,000.00	2.050%	01/11/2024	3133EGKS3	FFCB	Agency Securities
\$ 3,500,000.00	2.000%	11/22/2023	3130A9XS5	FHLB	Agency Securities
\$ 500,000.00	1.650%	03/01/2021	3133EFF28	FFCB	Agency Securities
\$ 500,000.00	1.980%	06/13/2023	3133EGEE1	FFCB	Agency Securities
\$ 500,000.00	2.730%	02/14/2022	3133EJCG2	FFCB	Agency Securities
\$ 500,000.00	2.800%	03/14/2022	3130ADR20	FHLB	Agency Securities
\$ 500,000.00	2.690%	10/25/2024	3133EHK51	FFCB	Agency Securities
\$ 500,000.00	1.750%	07/05/2022	3133EGKB0	FFCB	Agency Securities
\$ 500,000.00	2.600%	10/23/2024	3130ACKM5	FHLB	Agency Securities
\$ 1,000,000.00	3.220%	12/21/2026	3130AADT2	FHLB	Agency Securities
\$ 1,000,000.00	2.230%	10/26/2026	3130A9PT2	FHLB	Agency Securities
\$ 1,000,000.00	3.120%	11/01/2027	3133EHN66	FFCB	Agency Securities
\$ 1,000,000.00	3.700%	03/13/2028	3133EJFN4	FFCB	Agency Securities
\$ 295,000.00	5.000%	01/01/2028	484080TW6	Kane & McHenry Cook & DeKalb Cnty CUSD 300	Illinois Municipal Bonds
\$ 145,000.00	5.000%	01/01/2028	484080UC8	Kane & McHenry Cook & DeKalb Cnty CUSD 300	Illinois Municipal Bonds
\$ 365,000.00	6.000%	12/01/2030	556054DB7	Macoupin Cnty CUSD 7	Illinois Municipal Bonds

Appendix C - Current Collateral Holdings

\$ 440,000.00	3.000%	01/01/2027	733123CR2	Poplar Creek II Public Library	Illinois Municipal Bonds
\$ 600,000.00	4.250%	02/01/2030	488764WQ0	KENDALL KANE & WILL CNTY CUSD 308	Illinois Municipal Bonds
\$ 500,000.00	4.000%	12/01/2030	484242HC9	KANKAKEE & WILL CNTY IL CUSD 5	Illinois Municipal Bonds
\$ 535,000.00	0.000%	01/01/2021	430146GE4	HIGHLAND IL	Illinois Municipal Bonds
\$ 330,000.00	3.750%	01/01/2022	377478NA6	GLEN ELLYN IL	Illinois Municipal Bonds
\$ 520,000.00	0.000%	01/01/2030	430146GP9	HIGHLAND IL	Illinois Municipal Bonds
\$ 305,000.00	4.500%	01/30/2021	523354FK9	LEE & OGLE COS CUSD 170 DIXON	Illinois Municipal Bonds
\$ 590,000.00	0.000%	12/01/2026	969768DM9	WILLIAMSON CNTY CUSD 1 JOHNSON CITY	Illinois Municipal Bonds
\$ 245,000.00	3.250%	01/01/2028	430146HC7	HIGHLAND IL	Illinois Municipal Bonds
\$ 575,000.00	4.500%	01/01/2027	262741CG4	DUPAGE CNTY SD 10	Illinois Municipal Bonds
\$ 600,000.00	4.750%	01/01/2028	262741CH2	DUPAGE CNTY SD 10	Illinois Municipal Bonds
\$ 585,000.00	5.250%	12/01/2023	581833DF4	MCLEAN & DEWITT CNTY CUSD 4	Illinois Municipal Bonds
\$ 225,000.00	3.250%	01/01/2025	430146GZ7	HIGHLAND IL	Illinois Municipal Bonds
\$ 235,000.00	3.250%	01/01/2027	430146HB9	HIGHLAND IL	Illinois Municipal Bonds
\$ 250,000.00	3.000%	12/15/2019	195054KU4	COLLINSVILLE IL	Illinois Municipal Bonds
\$ 400,000.00	4.000%	12/01/2023	577098ML7	MATTESON IL	Illinois Municipal Bonds
\$ 300,000.00	4.000%	01/01/2025	713176Z73	PEORIA IL	Illinois Municipal Bonds
\$ 250,000.00	4.940%	11/15/2023	213185ES6	COOK CNTY IL	Illinois Municipal Bonds
\$ 400,000.00	4.000%	12/01/2024	214613HT1	COOK CNTY IL CUSD 117	Illinois Municipal Bonds
\$ 260,000.00	4.000%	08/15/2018	800715CW2	SANGAMON CO COMMUNITY SCHOOL	Illinois Municipal Bonds
\$ 350,000.00	3.875%	05/15/2020	131393PF1	CALUMET CITY IL	Illinois Municipal Bonds
\$ 250,000.00	3.625%	05/15/2019	131393PE4	CALUMET CITY IL	Illinois Municipal Bonds
\$ 350,000.00	4.200%	11/01/2027	795068GA7	Saline Cnty II CUSD 3 Harrisburg	Illinois Municipal Bonds
\$ 590,000.00	0.000%	12/01/2025	969768DL1	Williamson Co CUSD #1	Illinois Municipal Bonds
\$ 240,000.00	4.250%	12/01/2026	345330CC6	Ford McLean Livingston Etc Cos CUSD	Illinois Municipal Bonds
\$ 320,000.00	4.625%	05/15/2027	131393PM6	Calumet City II	Illinois Municipal Bonds
\$ 140,000.00	2.250%	12/30/2026	430434WE6	Highland Park II	Illinois Municipal Bonds
\$ 400,000.00	4.000%	12/01/2030	213282EU6	Cook Cnty CUSD 92YY Westchester	Illinois Municipal Bonds
\$ 415,000.00	4.000%	12/01/2027	525678MB1	Lemont II	Illinois Municipal Bonds
\$ 300,000.00	5.000%	02/01/2025	676678DA0	Ogle & Stephenson Cnty II CUSD 221	Illinois Municipal Bonds
\$ 250,000.00	3.000%	12/01/2025	582018FT9	McLean Cnty II CUSD 87 Bloomington	Illinois Municipal Bonds
\$ 400,000.00	2.000%	12/15/2020	772682DG2	Rock River II Wtr Reclamation Dist	Illinois Municipal Bonds
\$ 300,000.00	0.000%	02/01/2020	859043CA7	Stephenson Jo Daviess Etc CUSD 200	Illinois Municipal Bonds
\$ 660,000.00	4.250%	04/01/2033	713163HJ5	PEORIA CNTY IL CMNTY UNIT SCHDIST #323	Illinois Municipal Bonds
\$ 500,000.00	4.000%	02/01/2030	488764WW7	KENDALL KANE & WILL CNTYS IL CUSD #308	Illinois Municipal Bonds
\$ 250,000.00	3.000%	12/01/2025	378082DJ7	GLENCOE IL PARK DISTRICT	Illinois Municipal Bonds
\$ 200,000.00	5.000%	11/01/2021	580764FE3	McHenry & Boone Cntys IL CUSD #50	Illinois Municipal Bonds
\$ 250,000.00	4.500%	04/01/2027	713163JB0	Peoria Cnty IL CUSD # 323	Illinois Municipal Bonds
\$ 250,000.00	4.000%	12/01/2026	654217HN1	Niles IL Park District	Illinois Municipal Bonds
\$ 300,000.00	5.000%	12/01/2029	363406LX5	Galesburg II	Illinois Municipal Bonds
\$ 570,000.00	4.000%	12/01/2033	214057FV8	Cook Cnty II CUSD 81 Schiller Park	Illinois Municipal Bonds
\$ 295,000.00	2.875%	12/01/2024	959554KD7	Western Springs II	Illinois Municipal Bonds
\$ 1,425,000.00	3.500%	12/01/2034	213651LV2	Cook Cnty II CUSD 63 East Maine	Illinois Municipal Bonds
\$ 250,000.00	2.500%	12/01/2024	216048FK9	Cook Cnty CUSD 401 Elmwood Park	Illinois Municipal Bonds
\$ 200,000.00	3.050%	12/30/2029	430434YQ7	Highland Park IL	Illinois Municipal Bonds
\$ 1,000,000.00	0.000%	12/01/2035	213687NP7	Cook Cnty CUSD #65 Evanston	Illinois Municipal Bonds
\$ 255,000.00	4.750%	10/01/2031	488764WH0	Kendall Kane & Will Cnty CUSD #308	Illinois Municipal Bonds
\$ 550,000.00	2.500%	08/15/2023	912828VS6	US Treasury N/B	U.S. Treasury Notes/Bonds/Bills
\$ 320,000.00	2.500%	08/15/2023	912828VS6	US Treasury N/B	U.S. Treasury Notes/Bonds/Bills
\$ 880,000.00	2.500%	08/15/2023	912828VS6	US TREASURY N/B	U.S. Treasury Notes/Bonds/Bills
\$ 500,000.00	2.500%	08/15/2023	912828VS6	US Treasury N/B	U.S. Treasury Notes/Bonds/Bills
\$ 500,000.00	2.500%	08/15/2023	912828VS6	US Treasury Note	U.S. Treasury Notes/Bonds/Bills
\$ 500,000.00	0.000%	05/03/2018	912796PC7	US Treasury Bill	U.S. Treasury Notes/Bonds/Bills
\$ 250,000.00	1.625%	08/31/2019	912828D80	US Treasury Note	U.S. Treasury Notes/Bonds/Bills
\$ 250,000.00	1.500%	11/30/2019	912828G61	US Treasury Note	U.S. Treasury Notes/Bonds/Bills
\$ 250,000.00	1.500%	08/31/2018	912828RE2	US Treasury Note	U.S. Treasury Notes/Bonds/Bills
\$ 250,000.00	1.000%	11/30/2018	912828U40	US Treasury Note	U.S. Treasury Notes/Bonds/Bills
\$ 250,000.00	1.125%	02/28/2019	912828W30	US Treasury Note	U.S. Treasury Notes/Bonds/Bills
\$ 250,000.00	1.500%	05/31/2019	912828WL0	US Treasury Note	U.S. Treasury Notes/Bonds/Bills
\$ 500,000.00	2.000%	01/31/2020	9128283S7	US Treasury N/B	U.S. Treasury Notes/Bonds/Bills
\$ 1,000,000.00	2.500%	08/15/2023	912828VS6	US Treasury N/B	U.S. Treasury Notes/Bonds/Bills

\$ 139,305,855.00

Appendix D

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)

STATE OF ILLINOIS
OFFICE OF THE TREASURER
RECORD LAYOUT

FILE NAME	TS.SAFEKEEP.COLLAT.ESDS		COPYBOOK	SAFEESDS		
DATE	8/1/1992		REVISION NUMBER			
			RECORD LENGTH	102		
DESCRIPTION	Safekeep Collateral Upload Record (with 4 digit year)					
	POSITION	TOTAL	FIELD NAME	VALUE	PICTURE	A/N N or P
	FROM	TO				
A	1	8	8	Transaction Date (mmdyyy)	9(08)	N
B	9	11	3	Sequence Number	9(03)	N
C	12	16	5	Institution Number	9(05)	N
D	17	24	8	Receipt Date (yyyymmdd)	9(08)	N
E	25	26	2	Safekeep Number	9(02)	N
F	27	61	35	Description	X(35)	A/N
G	62	67	6	Interest Rate	X(06)	A/N
H	62	63	2	Interest Rate Integer Portion	9(02)	N
I	64	64	1	Interest Rate Decimal Point	X(01)	A/N
J	65	67	3	Interest Rate Decimal Portion	9(03)	N
K	68	75	8	Maturity Date (yyyymmdd)	9(08)	N
L	76	87	12	Collateral Amount	X(12)	A/N
M	76	84	9	Collateral Amount Integer Portion	9(09)	N
N	85	85	1	Collateral Amount Decimal Point	X(01)	A/N
O	86	87	2	Collateral Amount Decimal Portion	9(02)	N
P	88	88	2	Security Type	X(01)	A/N
Q	89	89	1	Release Code	X(01)	A/N
R	90	101	12	CUSIP Number	X(12)	A/N

- A Transaction Date (mmdyyy) Date security transaction occurred
- B Sequence Number Unique # for each transaction
- C Institution Number 5 Digit No. assigned to each participating depository
- D Receipt Date (yyyymmdd) Same as Transaction Date
- E Safekeep Number Specific number assigned to each custodian
- F Description Description of the Property/Security
- G Interest Rate Interest rate of the Property/Security
- H Interest Rate Integer Portion Interest rate as indicated to the left of the decimal point
- I Interest Rate Decimal Point Decimal Point of Interest Rate
- J Interest Rate Decimal Portion Interest rate as indicated to the right of the decimal point
- K Maturity Date (yyyymmdd) Maturity date of the Property/Security
- L Collateral Amount Par Value of Property/Security
- M Collateral Amount Integer Portion Par Value as indicated to the left of the decimal point
- N Collateral Amount Decimal Point Decimal Point of Par Value
- O Collateral Amount Decimal Portion Par Value as indicated to the right of the decimal point
- P Security Type 1 digit number assigned by the Treasurer to denote security types
- Q Release Code R for release or a space if no on release
- R CUSIP Number CUSIP number issued to the Property/Security in custody

APPENDIX F - CURRENT TYPE CODES

Code	Description	Percentage
01	U.S. Treasury Notes/Bonds/Bills	105
03	Illinois Municipal Bonds	105
05	Agency Securities	105
06	Agency MBS (pools)	110
11	U.S. Treasury Notes/Bonds/Bills	110
12	Illinois Municipal Bonds	115
13	Agency Securities	115
14	Agency MBS (pools)	125

APPENDIX G - PROPOSED COST STRUCTURE

PRICING MATRIX Custody & Safekeeping Services

Services Performed

Unit Price

BOOK ENTRY

Account Maintenance

Per Issue

Monthly Asset Listing

Transfers

Treasury Deposit

Treasury Withdrawal

Agency Deposit

Agency Withdrawal

Municipal Deposit

Municipal Withdrawal

Mortgage-backed Deposit

Mortgage-backed Withdrawal

Pledges In or Out:

Maturities

Treasury

Agency

Municipal

Mortgage-backed

Principal and Interest Credited

Miscellaneous Fees*

*any services that will need to be provided but which are not previously listed.

Appendix H

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 _____