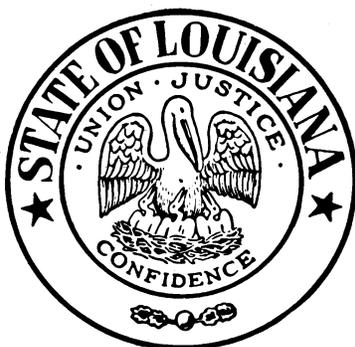


**REQUEST FOR PROPOSAL**  
**CENTRAL BANKING SERVICES**



**RFP #:**                   #15-001                  

**PROPOSAL DUE DATE/TIME: FEBRUARY 29, 2016 2:00 PM**

**State of Louisiana  
Office of State Procurement**

**(January 15, 2016)**

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**REQUEST FOR PROPOSAL  
FOR  
STATE CENTRAL BANKING SERVICES**

**PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

**1.1 Background**

The Department of the Treasury administers the state's centralized cash management system to receive, disburse and safely keep all monies required to be held by Treasury. This cash management system uses a central depository bank ("pooling") account for the receipt, custody and investment and disbursement of monies maintained in the Department of the Treasury.

The central depository bank account receives deposits of checks, Automated Clearing House credits, wire transfer credits, deposits of other negotiable instruments, and transfers from other bank accounts including reverse zero-balance accounts within the bank.

The central depository bank account disburses monies via wire transfer, clears checks, interbank transfers to zero balance disbursement bank accounts, and Automated Clearing House debits originated by the State (not by outside parties).

Deposits made to the central depository bank account at any bank branch locations are included in the bank account ledger balance as if the deposits were made in the Baton Rouge bank location.

The Department of the Treasury uses a deposit ticket form designed for the state's centralized accounting system ("ISIS"). The bank will be required to accept this deposit ticket form in lieu of any other deposit ticket forms used by the bank. A copy of this deposit ticket form is in Attachment D. Each agency will use a unique 3 digit numeric identifier followed by sequential numbering. This will be the deposit ticket number in the MICR field. **These identifier numbers shall be listed in most reports, statements, inquiry and data displays and files that are transmitted to the Department of the Treasury and viewable by the Department of the Treasury.**

The Department of the Treasury uses numerous reverse zero balance bank accounts and zero balance disbursement bank accounts tied to the central depository bank account.

The central depository bank account is reconciled daily by the Department of the Treasury. **The Department of the Treasury uses proprietary PC based automated reconciliation software solution for this purpose (ReconArt Corporation [www.Reconart.com](http://www.Reconart.com)).** The bank provides a daily electronic file of paid items, deposit items, and other items which post to the central pooling bank account. An encrypted file, in a BAI format, is accessed by Treasury from the bank's server and decrypted at Treasury for import into the PC based reconciliation software. The file format is in Attachment D.

Daily balance reporting, by bank account, of ledger balances, collected balances, clearings, and outstanding items are provided via computer-to-computer viewing.

The bank also provides a daily report of investment activity that is used by the Department of the Treasury to reconcile to the Department of the Treasury's investment portfolio. This daily investment activity report reflects all trades with specific detailed information on each security. A copy of the daily investment activity report is in Appendix II.

The Department of the Treasury has two centralized vendor zero balance disbursement bank accounts used by many state agencies to pay operating expenditures. One controlled disbursement bank account is used for check disbursements and the second bank account is used for electronic disbursement via Automated Clearinghouse transactions which are initiated by the State.

State agencies in rural areas of the state may make deposits to banks other than the central banking services bank. These deposits are swept into the central depository bank account on a regular basis, usually once a week. The bank is required to provide software to automate the sweep process.

The bank selected shall be expected to keep abreast of new innovations, products and methods in the industry with respect to electronic commerce, data interchanges, and similar advances and changes and to provide them to the Department of the Treasury, at its option, at competitive prices.

### **1.1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1595 B. from bona fide, qualified proposers who are interested in providing specific banking services.

The RFP solicits proposals for the delivery and installation of centralized banking services and investment options in the broadest context of those terms.

The RFP includes administrative information, instructions, guidelines, governing the proposals and the material to be included therein. It also describes the evaluation

process, and delineates certain terms, conditions, caveats, and requirements to be incorporated in the contract that may result from the RFP. Mandatory requirements, which must be met to be eligible for consideration, and other requirements and instructions to be met by each proposer are appropriately explained. Specific qualifications for banks submitting proposals are included in ATTACHMENT A-1.

All provisions hereto which in any manner limit, waive, or release any claims for liability on the part of the Department of the Treasury, and all other similar provisions hereto, shall expressly include the State Treasurer and all other elected officials and employees of the Department of the Treasury.

### **1.1.2 Goals and Objectives**

**The goal of this RFP is to obtain banking services as outlined in Section 2.1 of this RFP with the objective that the provider will:**

- (1) offer efficient and effective services and product solutions that will support the State's current and future banking needs;
- (2) will employ, in its own processes, advanced technology and that will help the state apply technologies that improves its banking processes; and
- (3) establish optimal pricing for the banking services defined within this RFP

### **1.2 Definitions**

A. Shall and Will– The terms “shall” and “will” denote mandatory requirements.

B. Must - The term “must” denotes mandatory requirements.

C. May and Can- The terms “may” and “can” denote an advisory or permissible action.

D. Should – The term “should” denotes a desirable action.

E. Contractor – Any person having a contract with a governmental body; the selected proposer.

F. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.

G. State- The State of Louisiana.

H. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

I. DOA - Division of Administration

J. OSP – Office of State Procurement

K. Proposer – A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.

L. RFP – Request for Proposal

M. Earnings Credit Allowance - The calculated value of balances maintained during the month allowed to offset bank service charges and/or be representative of interest earnings due to the State. The calculated value is computed as follows:

$$\frac{(\text{AVG INVESTABLE BAL}) \times (\text{EARN CRED RATE}) \times (\# \text{ OF DAYS IN MO})}{\text{ACTUAL NUMBER OF DAYS IN THE YEAR.}}$$

N. Earnings Credit Rate (Earn Cred Rate) - The average of the weekly 13 week U.S. Treasury Bill Discount Rates for the prior calendar month period rounded down to the nearest five basis points (0.05%) plus basis points.

O. Invoice -The invoice shall be in the form of a monthly consolidated account analysis statement; however, certain bank accounts designated by Treasury may be listed separately. In addition, any charges not included on the account analysis statement shall be listed separately on the invoice. As documentation for the invoice, each bank account shall have an account analysis statement listing each service provided, the volume of the service for the period and the cost of each service as shown on the Pricing Grid, Attachment H.

P. Treasurer - Treasurer of the State of Louisiana or his designee.

Q. Treasury - The Department of the Treasury of the State of Louisiana.

R. MICR – Magnetic Ink Character Recognition – Used to verify the legitimacy of original documents

S. BAI – Bank Administration Institute –a file format used by banks to transmit financial information.

### 1.3 Schedule of Events

<u>Event</u>	<u>Date</u>	<u>TIME (CT)</u>
1. RFP mailed to prospective proposers; posted to LaPAC; and Blackout Period begins	1/15/2016	4:00 PM
2. Deadline to receive written inquiries	2/08/2016	4:00 PM

3. Deadline to answer written inquiries	2/18/2016 4:00 PM
4. Proposal Submission Deadline	2/29/2016 2:00 PM
4. Proposal Opening Date	3/1/2016
5. Notice of Intent to Award to be mailed	3/28/2016
6. Contract Initiation	3/29/2016

**NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to the RFP.**

#### **1.4 Proposal Submission**

This RFP is available in electronic form at the LaPAC website <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Procurement. Contact information for the RFP Contracting Officer is provided in Section 1.7.2 of this RFP.

It is the Proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. The Office of State Treasury is not responsible for a proposer's failure to download any addenda documents required to complete a Request for Proposal.

**Important - - Clearly mark outside of envelope, box or package with the following information and format:**

- X **Proposal Name: \_\_\_\_\_ *Identify***
- X **Central Banking Services, Solicitation Number: \_\_\_\_#15-001**
- X **Proposal Opening Date and Time: \_\_\_\_\_ *Identify***

**Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.**

Proposals may be mailed through the U. S. Postal Service to Department of Treasury at:

Aisha K. Mirza, Staff Attorney  
 Department of Treasury  
 P.O. Box 44154  
 Baton Rouge, LA 70804-4154

If delivering by U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be transmitted to the Department of Treasury. The Department of Treasury must receive the proposal by the date and time specified in Section 1.3 Schedule of Events.

Proposals may be delivered by hand or courier service to our physical location at:

Department of Treasury  
Attn: Aisha K. Mirza, Staff Attorney  
900 N. Third Street  
State Capitol, 3<sup>rd</sup> Floor  
Baton Rouge, LA 70802

Proposer shall solely be responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Department of Treasury is shall not be responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposers should be aware of security requirements for the State Capitol.

Proposer shall solely be responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.**

#### **1.4.1 Mandatory Qualification for Proposer**

Proposers must meet the following minimum qualifications:

Proposer minimum qualifications are listed in Attachment A-1 – Minimum Qualifications for Participating Banks.

#### **1.5 Proposal Format**

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter must be on Proposer's official business letterhead and should exhibit the Proposer's understanding of the services requested under this RFP and the intent of the Proposer.

The cover letter should also

- Identify the submitting Proposer and provide their federal tax identification number;
  - State the signer's name and position and show evidence of signature authority of the signer of the Proposal. In addition, the cover letter should identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
  - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents:** The proposal should be organized in the order contained herein.
- C. **Executive Summary:** This section should define the scope of the proposal and summarize the Proposer's ability to perform the services requested in this RFP and confirm that the Proposer is willing to perform those services and enter into a contract with the State. The summary should briefly describe why the Proposer can best provide the banking services requested in this RFP. It should include a stipulation that the proposal is valid for a time period of at least 90 calendar days from the date of submission and a statement that the November 1, 2016, deadline for full implementation can be met. It should also include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in Attachment I, Sample Contract, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.
- D. **Company Background and Experience:** The Proposers should give a brief description of their financial institution including a brief history, corporate structure and organization, number of years in business.
- This section should provide a detailed discussion of the Proposer's prior experience with customers similar in size, scope, and function to the proposed contract. Proposers should emphasize their experience working with other governmental entities of comparable size and diversity and with large corporate customers who use a broad range of banking services.
- E. **Approach and Methodology:** The RFP describes the State's cash management program and how the central banking services play an essential role in that program. The RFP further describes specific components of the central banking services in Attachments D, E and F and require Proposer's responses to each of these components. The Proposer should describe a clear approach to and method of providing any

components contained in the attachments that cannot be met with standard banking solutions.

- F. **Staff Qualifications:** The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

Proposers should clearly describe their ability to meet or exceed the (minimum or desired) staff qualifications described in Section 1.4.1.

- G. **Cost Proposal:** Proposer's fees and other costs, if any, shall be submitted only on Attachment H – Pricing Grid. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State.
- H. **Proposed Solution/Technical Response:** The RFP contains Attachments D, E and F which describe specific banking services requested by the State and require Proposer's responses to these services. The Proposer should provide clear explanations to any services that cannot be met with alternative solutions.
- I. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.
- J. **Project Schedule:** Detailed schedule of implementation plan for full statewide implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- K. **Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative For Small Entrepreneurships (Hudson Initiative) Programs Participation**

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are

businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at <http://smallbiz.louisianaeconomicdevelopment.com>

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in its proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <http://smallbiz.louisianaeconomicdevelopment.com>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC)Network <http://wwwprd1.doa.louisiana.gov/OSP/LaPac/Vendor/VndPubMain.cfm?tab=2sp>

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

L. **Certification Statement:**

The Proposer must sign and submit the Certification Statement shown in Attachment A – Minimum Qualifications for Participating Banks.

## **Volumes**

There are three (3) Volumes that compose the total response to the RFP. Each volume should be submitted in a separate enclosure that is clearly labeled with the proposer's

name, RFP #15-001, and volume title (e.g. "Volume 1 – Minimum Qualifications"). The Volumes are described as follows:

Volume 1. Minimum Qualifications - The proposer must certify that all tasks and activities associated with the requirements in Attachment A-1 can be performed.

The responses and documentation to the questions in Attachment A-1 shall be submitted with proposals in Attachment A-2 (See sample form A-2.)

Volume 2. Required Information – The proposer must submit written responses and documentation as provided in Attachments B, D, E, F, and G.

The information shall be submitted with proposals in the referenced attachments should be presented in the following format:

Attachment  
Question Number  
Question  
Response to Question.

Volume 3. Pricing Grid – The proposer must complete Attachment H, Pricing Grid. The proposer to whom this contract is awarded will be required to bill for services in the same manner as listed in the Pricing Grid. The proposer shall not make any revisions, deletions or additions to the nineteen services listed on the Pricing Grid. The proposer may only add items under each service to complete the pricing for the service.

During the term of the contract, new services and related service items may be added and amended into the Pricing Grid; however, no new services are to be added to the proposal. Strict adherence to the required format of the Pricing Grid is mandatory. A proposal that fails to follow this format will be rejected.

Except as expressly provided herein, no price increases will be allowed during the term of the contract.

NOTE: Information and materials that are promotional in nature should not be used.

### **1.5.1 Number of Copies of Proposals**

All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to assure that its proposal is delivered at the

specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.

Proposer shall submit one (1) original hard copy (The Certification Statement must have original signature signed in blue ink), one (1) electronic copy (cd or flash drive) of the entire proposal and four hard copies of the proposal. Proposer should provide one electronic copy of the Redacted (cd or flash drive). No facsimile or emailed proposals will be accepted. The cost proposal and financial statements should be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.

### **1.5.2 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

### **1.6 Confidential Information, Trade Secrets, and Proprietary Information**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Treasury).

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules

and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

## **1.7 Proposal Clarifications Prior to Submittal**

### **1.7.1 Pre-proposal Conference**

NOT APPLICABLE FOR THIS SOLICITATION.

### **1.7.2 Proposer Inquiries**

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below.

Aisha K. Mirza, by mail, express courier, e-mail, hand, or fax:

Department of Treasury  
Attention: Aisha K. Mirza  
P. O. Box 44154  
Baton Rouge, LA 70804-4154

900 North Third St.  
State Capitol, 3<sup>rd</sup> Floor  
Baton Rouge, LA 70802

E-Mail: [Amirza@treasury.state.la.us](mailto:Amirza@treasury.state.la.us) Phone: (225) 342-4609- Fax: (225) 342-0064

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by (4:00 PM) CST on the date specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential proposers will be posted by 2/18/2016 at <http://www.prd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

Only Treasury has the authority to officially respond to a proposer's questions on behalf of the State. Any communications from any other individuals shall be not binding to the State.

## **1.8 Errors and Omissions in Proposal**

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

## **1.9 Changes, Addenda, Withdrawals**

State shall reserve the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. It shall be the responsibility of the proposer to check the website for addenda to the RFP, if any.

### **1.10 Withdrawal of Proposal**

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

### **1.11 Waiver of Administrative Informalities**

The State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

### **1.12 Proposal Rejection/RFP Cancellation**

Issuance of this RFP in no way shall constitute a commitment by the State to award a contract. The State shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the State's best interest.

### **1.13 Ownership of Proposal**

All materials submitted in response to this RFP shall become the property of the State. Selection or rejection of a proposal shall not affect this right.

### **1.14 Cost of Offer Preparation**

The State shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

### **1.15 Taxes**

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number will be required in the taxes section of the contract.

### **1.16 Determination of Responsibility**

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:136. The State must find that the selected proposer:

Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

### **1.17 Use of Subcontractors**

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

### **1.18 Written or Oral Discussions/Presentations**

NOT APPLICABLE TO THIS RFP

### **1.19 Acceptance of Proposal Content**

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

### **1.20 Evaluation and Selection**

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

### **1.21 Contract Award and Execution**

The State shall reserve the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The State shall reserve the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment I. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds (30) business days or if the selected Proposer fails to sign the final contract within (7) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### **1.22 Notice of Intent to Award**

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum, list of criteria used with the weight assigned each criteria, scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 calendar days after the award has been announced by the agency.

The award of a contract shall subject to the approval of the Division of Administration, Office of State Procurement.

### **1.23 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity shall be authorized to reject a proposal from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the

solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

#### **1.24 Insurance Requirements**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

### **1.25 Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product,

Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **1.26 Payment**

The compensation to be paid by the Treasury to the Bank for Bank Services will be payable as follows:

- (a) By check drawn on the Central Depository Account payable to the Bank on a monthly basis.
  
- (b) By maintenance of the Treasury Average Investable Balances for all Accounts each month and in such an amount whereby the sum of all Earnings Credit Allowances for all Accounts computed thereon is equal to or greater than the price for Banking Services for that same month that the Bank would have charged and included on an Invoice; or

(c) By a combination of (a) and (b) above, determined at the discretion of the Treasury, so that the total amount of compensation to the Bank by the Treasury satisfies in full all charges and fees for Bank Services performed under this contract.

The Treasury shall pay Contractor in accordance with the Pricing Grid set forth in Attachment H. The Contractor shall invoice the Treasury monthly at the billing address designated by the Treasury. Payments will be made by the Treasury within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Treasury.

**The invoice shall be in the form of a monthly consolidated account analysis statement, however, certain bank accounts designated by Treasury may be listed separately. In addition, any charges not included on the account analysis statements shall be listed separately on the invoice. As documentation for the invoice, each bank account shall have an account analysis statement listing each service provided, the volume of the service for the period and the cost of each service as shown on the Pricing Grid.**

Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided. Interest due by a State Agency for late payments shall be in accordance with R.S. 39:1695 and 13:4202.

## **1.27 Termination**

### **1.27.1 Termination of the Contract for Cause**

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

In addition, throughout the term of the contract, the selected bank shall not operate under or be subject to any such decree, order, contract or agreement with any state or federal regulatory agency or body without providing immediate written notification to the State Treasurer. In such event, the contract may be immediately terminable by the State Treasurer notwithstanding any other provision hereof or the contract to the contrary.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

### **1.27.2 Termination of the Contract for Convenience**

State may terminate the Contract at any time without penalty by giving one hundred eighty (180) calendar days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **1.27.3 Termination for Non-Appropriation of Funds**

The continuation of this contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

### **1.28 Assignment**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

### **1.29 Audit of Records**

The State legislative auditor, federal auditors and internal auditors of the Department of Treasury, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

### **1.30 Civil Rights Compliance**

The Contractor shall agree to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor shall agree to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor shall agree not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

### **1.31 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

### **1.32 Entire Agreement/ Order of Precedence**

This contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

### **1.33 Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

### **1.33 Contract Changes**

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

### **1.34 Substitution of Personnel**

Due to the complexity of the state's banking requirements, the state will request that specific bank personnel and backup personnel be assigned as a direct contact for the day to day operations of the state's bank accounts. The Contractor's personnel assigned as a direct contact shall not be replaced without the prior written notice to the State. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

### **1.35 Governing Law**

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

### **1.36 Claims or Controversies**

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, R.S. 39:1672.2-1672.4

### **1.37 Code of Ethics**

Proposers shall be responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

### **1.38 Corporate Requirements**

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

### **1.39 Outsourced Key Controls**

The State will require the Contractor who outsources IT services to provide banking services to the State to provide the State with a copy of the sub-contractor's independent SSAE 16 type 2 audit of its internal controls.

The Contractor shall supply the State with an exact copy of the report within thirty (30) calendar days of completion. The Contractor shall implement recommendations as suggested by the audits within three months of report issuance at no cost to the State Agency.

#### **1.40 Record Retention**

The State Legislative Auditor, agency and/or federal auditors and internal auditors of the Department of Treasury shall have the option to audit all accounts directly pertaining to the contract for a period of at least five (5) years from the date of last activity. Records shall be made available during normal working hours for this purpose.

#### **1.41 No Guarantee of Quantities**

This RFP includes volume statistics for the bank accounts under the central banking services contract for the period July 2014 through April 2015. This information may be helpful in determining pricing. However, the Department of the Treasury DOES NOT IN ANY WAY GUARANTEE OR WARRANT that the levels of activity indicated in these statistics reflect future levels of activity nor that they reflect the number of bank accounts to be opened or used in the future under the central banking services contract.

## **PART II: SCOPE OF WORK/SERVICES**

### **2.1 Overview**

Under the authority of the Louisiana Constitution, the State Treasurer controls the deposit, investment and disbursement of all funds into or out of the Department of Treasury.

The State Treasurer is conducting a Request for Proposals (RFP) to select providers and services for a contract term of three years commencing November 1, 2016, with an option to renew for two (2) consecutive one (1) year periods at the discretion of the State Treasurer.

The basic banking functions requested under this RFP include:

- (i) Depository (Collection) Services
- (ii) Disbursement Services
- (iii) Safekeeping and Custodial Services for State owned investment securities, repurchase agreements and collateral securities
- (iv) Investment Tracking and Reporting Services
- (v) Repurchase Agreements, Reverse Repurchase Agreements and Securities Lending Services

- (vi) Lockbox Services
- (vii) Check printing services

## **2.2 Period of Agreement**

The term of any contract resulting from this solicitation shall begin on November 1, 2016 and end October 31, 2019, for an initial period of three (3) years. At the option of the State and acceptance of the Contractor, the contract may be extended for two (2) one-year periods at the same price, terms and conditions. Total contract term may not exceed five (5) years.

## **2.3 Tasks and Services**

The services to be provided by the Contractor are described in the categories listed below:

### **Banking Services**

A description of the accounts involved, in this proposal, is included in Attachment C. The services required comprise of seven primary areas:

#### **1) The Depository (Collection) Services**

This function is oriented to the deposit of state funds and concentrates on the most rapid collection and crediting of checks and other deposit items presented by the State. See Attachment D for specific details of this function.

#### **2) The Disbursement Services**

This function includes numerous zero balance accounts, controlled disbursement accounts and electronic funds transfer (ACH) accounts. Disbursement accounts are added and closed on a periodic basis. Proposals should include a discussion of the bank's capabilities and experience with those types of accounts. See Attachment E for specific details of this function.

#### **3) The Safekeeping and Custodian Services**

The capability to receive and transmit book entry securities, securities purchased under agreements to resell and pledged collateral housed in a separate count through the bank is a requirement. This shall include securities eligible for the Federal Reserve and Depository Trust Company systems. This function includes the receipt, safekeeping, and release of securities purchased by the State Treasurer and collateral pledged to secure state deposits. Attachment F addresses the requirements for

collateral and safekeeping for demand deposit accounts, repurchase agreements and investments. See Attachment F for a list of current eligible investments. This may be revised during the term of the contract to reflect changes in the State's investment laws or policies.

4) **Investment Tracking and Reporting Services**

The bank shall be able to provide safekeeping and investment tracking of "state-owned" securities. The investment function includes portfolio maintenance and accounting and daily and/or monthly reporting of securities in an electronic and hardcopy format approved by the State Treasurer. A sample of the reports required is in APPENDIX II. However, these reports are not all inclusive. Additional reports or modification to existing reports may be required from time-to-time. The bank shall respond promptly to such requests.

5) **Repurchase Agreements, Reverse Repurchase Agreements, and Securities Lending Services**

– The State has a Securities Lending Program, which requires the transfer of securities to/from lending agents and/or counter parties by the Safekeeping or Custodial Function. The Securities Lending transactions are structured as Reverse Repurchase Agreements. The bank shall be able to provide investment-tracking reports of securities transferred as part of the State's Securities Lending agreement(s). The State requires the use of Repurchase Agreements as part of its Central Depository account cash management program. The bank shall enter into a Repurchase Agreement with the state for cash management purposes.

6) **Lockbox Services**

State Agencies may implement lockbox services for the receipt of items for deposit and processing. The lockbox service should offer quick deposit of checks, the transmission of original documents to the State, and image items and hold for a period of at least seven years from the date of the transaction and provide image retrieval.

7) **Check Printing Services**

State agencies may request check printing services to disburse funds to various types of entities and to individuals. The bank will be required to print, prepare for mailing and mail checks as directed by state agencies. The bank will provide to the state agencies for each batch a check register prior to mailing checks and a reconciliation of the check register to the agencies' request for issuance of the checks.

## **2.4 Deliverables**

The deliverables requested in this RFP are the successful delivery and installation of centralized banking services and investment tracking and safekeeping for the state. The services required to provide the deliverables are specifically detailed in Attachments D, E, and F of this RFP.

## **2.5 Location**

The proposer shall have a full service branch office in Baton Rouge.

## **2.6 Scope of Work Elements**

### **2.6.1 Functional Requirements**

The State's function is to protect the rights of individuals and provide for the good of the citizens of the State. In order to meet the monetary requirements of this function in the most efficient manner, the State has developed a centralized cash management system. The business needs of this system require reliable banking services for the receipt, custody, and disbursement of public funds. This RFP solicits the delivery of these services with the greatest level of efficiency at the least costs to the citizens.

### **2.6.2 Technical Requirements**

NOT APPLICABLE TO THIS CONTRACT

### **2.6.3 Project Requirements**

The conversion of central banking services from one financial institution to another financial institution will require a long-term timeframe to begin as soon as the contract is negotiated. The Treasury will administer the conversion for the State and coordinate with the Contractor and individual state agencies to implement disbursement systems. First, Treasury will work with Contractor to finalize the conversion plan and related timeline. Second, State and Contractor resources will be identified and assigned responsibilities for completion of task associated with the conversion plan. To ensure the timeline is adhered to, Treasury will meet with the Contractor through weekly meetings to discuss and resolve issues that may arise during the conversion process. The State expects the Contractor to fully comply with these project requirements and to provide appropriate resources for this purpose.

### **PART III: EVALUATION**

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Cost Evaluation of Financial Proposal (Section 3.1)	<b>300</b>
Technical Proposal (Section 3.2)	<b>300</b>
Financial Condition (Section 3.3)	<b>200</b>
Earnings Credit Rate (Section 3.4)	<b>100</b>
Veteran and Hudson Initiative (Section 3.5)	<b>100</b>
<b>Total Possible Points</b>	<b>1000</b>

#### **3.1 Cost Evaluation**

The Cost Evaluation **will be evaluated as follows:**

Prices proposed by the Proposers shall be submitted on the Pricing Grid furnished in Attachment H. Prices proposed shall be firm.

**For Evaluation Purposes, the Proposer's overall total costs will be the sum of the proposed fee for each service multiply by the annual volume for each service as shown on the Pricing Grid – Attachment H.**

A proposer's **BCS (Computed cost score (points))** will be based on the **proposer's overall total** cost provided in the Pricing Grid - Attachment H and computed as follows:

$$\text{BCS} = (\text{LPC}/\text{PC} \times \text{FPP})$$

Where:        BCS = Computed cost score (points) for proposer being evaluated  
                  LPC = Lowest proposed cost of all proposers  
                  PC = Total cost of proposer being evaluated  
                  FPP = Financial Proposal Points (300 points)

### 3.2 Technical Proposal

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Such factors include:

- **Experience with public fund accounts – 50 points**
- **Transition and implementation plan – 100 points**
- **Ability to meet depository (collection) requirements – 50 points**
- **Ability to meet disbursement functions – 50 points**
- **Ability to meet collateral/safekeeping functions – 50 points**

### 3.3 Financial Condition

The proposer's financial condition will be graded based on the following financial ratios, which will be calculated using financial performance data through financial analysis software:

#### **Capital Adequacy (Equity Capital/Assets):**

Tier 1 risk-based capital	60 points
Tier 2 risk-based capital	20 points

The above two ratios under Capital Adequacy will be graded based on the following evaluation formula:

$$\text{PCP} = (\text{PC}/\text{HPC} \times \text{FCP})$$

Where:        PCP = Points computed for proposer being evaluated  
                  HPC = Highest Tier 1/ Tier 2 capital ratio of all proposers  
                  PC = Proposer's Tier 1/Tier 2 capital ratio  
                  FCP = Financial Condition Points (60 points for Tier 1 and 20 points for Tier 2)

**Asset Quality:**

Total noncurrent loans/gross loans	20 points
Adjusted noncurrent assets/total assets	20 points

The above two financial ratios under Asset Quality will be graded based on the following evaluation formula:

$$PCP = (LPR/ RP \times FCP)$$

Where:	PCP = Points computed for proposer being evaluated
	LPR = Lowest ratio of all proposers
	RP = Ratio of proposer being evaluated
	FCP = Financial Condition Points (20 points)

**Earnings:**

Return on average assets	20 points
Return on average equity	20 points

The above two financial ratios under Earnings will be graded based on the following evaluation formula:

$$PCP = (PR/ HPR \times FCP)$$

Where:	PCP = Points computed for proposer being evaluated
	HPR = Highest return of all proposers
	PR = Return of proposer being evaluated
	FCP = Financial Condition Points (20 points)

**Liquidity:**

Liquid assets/total assets	20 points
Core deposits/total deposits	20 points

The above two financial ratios under Liquidity will be graded based on the following evaluation formula:

$$PCP = (PR/ HPR \times FCP)$$

Where:	PCP = Points computed for proposer being evaluated
	HPR = Highest ratio of all proposers
	PR = Ratio of proposer being evaluated
	FCP = Financial Condition Points (20 points)

**3.4 Earnings Credit Rate**

Earnings credit rate is the 91 Day U.S. Treasury Discount rate plus basis points. This Section

will be graded using the following evaluation formula:

$$PCP = (PBP/HBP \times ECR)$$

Where: PCP = Points computed for proposer being evaluated  
HBP = Highest number of basis points offered from all proposers  
PBP = Basis points offered by proposer being evaluated  
ECR = Earnings Credit Rate Points (100 points)

### **3.5 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

Ten percent (10%) of the total evaluation points on this RFP shall be reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

#### Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors.

Points will be allocated based on the following criteria:

- the number of certified small entrepreneurships to be utilized
- the experience and qualifications of the certified small entrepreneurship(s)
- the anticipated earnings to accrue to the certified small entrepreneurship(s)

## **PART IV: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

Performance requirements establish the acceptable level of service provided by the Contractor in the delivery of essential banking functions outlined in Section 2 Scope of Work/Services requested in this RFP. The Performance Requirements for this RFP include:

1. Maintaining a secure online environment to protect banking transactions and the integrity of banking data accessible online.
2. A fully functioning disaster recovery and business continuity plan to continue full scope of operations without interruption.

3. Providing depository and disbursement services for the state as listed in Attachment D and Attachment E of this RFP.
4. Timely and accurate online and hardcopy reports and account analyses of depository and disbursement services with the central depository bank account and related zero balance bank accounts.
5. Performing safekeeping and custodial services for state owned investments and the collateralization of public funds as outlined in Attachment F.
6. Providing accurate and timely investment tracking and reporting.

#### **4.2 Performance Measurement/Evaluation**

The Contractor's performance to meet the essential banking functions outlined in Section 2 Scope of Work/Services will be monitored to ensure compliance with performance requirements stated in Section 4.1 Performance Requirements. The performance monitoring plan will include:

1. Treasury performing timely daily and monthly reconciliation of bank account analysis reports to ISIS bank activity reports to determine accuracy of banking transactions.
2. Treasury annually monitoring the contractor for successful scheduled test of the disaster recovery work plan.
3. Treasury performing timely reconciliation of Treasury's investment tracking software activity reports to the contractor's daily investment activity report to verify accuracy of the contractor's reporting.
4. Treasury monthly monitoring collateralization of public fund held by the bank by comparison of cash on hand to amount of collateral pledged by the bank for compliance with Louisiana statutory requirements.

#### **4.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements**

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

## **ATTACHMENT A-1**

### **VOLUME 1 – MINIMUM QUALIFICATIONS**

At the time of submission of the proposal, the submitting bank must certify that it is capable of performing all tasks and activities associated with the requirements of this Request for Proposal (RFP), attachments, and appendices.

The following minimum criteria **must** be met by written documentation submitted with the proposal.

1. The bank submitting the proposal must currently have and maintain, throughout the term of the contract, total equity capital as shown on the most recent Federal Financial Institutions Examination Council's Consolidated Report of Condition and Income of at least \$500,000,000.00.
2. The bank submitting the proposal must currently be and remain, throughout the term of the contract, a designated state depository, as designated by the State of Louisiana Interim Emergency Board in accordance with LA R.S. 49:317.
3. The bank submitting the proposal must currently be and remain, throughout the term of the contract, a member of, or have access to the Federal Reserve System with full wire transfer capabilities in order to send requests for funds to the United States Government, receive funds, transfer funds to other banks as directed by the State Treasurer, and to also receive and send book entry securities. In conjunction with the receipt and transfer of book entry securities, the bank must verify and remit funds immediately involving securities purchased under agreements to resell.
4. The bank submitting the proposal must currently have and maintain, throughout the term of the contract, a trust or safekeeping department capable of issuing safekeeping receipts immediately upon receipt of securities that are acceptable to the Department of the Treasury. (R.S. 49:321)

5. The bank submitting the proposal must currently have and maintain, throughout the term of the contract, the ability to pledge collateral in quantity, form, and manner prescribed by LA R.S. 49:321 et. seq. This includes pledges against balances and daily deposits. The ability to provide monthly reports of securities collateralizing deposits is required. The market values of those securities are also required as part of the monthly report.
6. The bank submitting the proposal must currently have and maintain, throughout the term of the contract, access to an international wire desk with a specified institution supplying this capability.
7. The bank submitting the proposal must supply certification by the Chairman of the Board of Directors, attested by the Secretary of the Board of Directors, that the bank is not and does not contemplate or anticipate, as of the date of submission and the date of the execution of the contract, operation under or restriction or limitation by any consent or other decree and/or order or any other type of restrictive contract or agreement with any state or federal regulatory agency or body. Throughout the term of the contract, the selected bank shall not operate under or be subject to any such decree, order, contract or agreement with any state or federal regulatory agency or body without providing immediate written notification to the State Treasurer. In such event, the contract may be immediately terminable by the State Treasurer notwithstanding any other provision hereof or the contract to the contrary.
8. The bank submitting the proposal must currently meet and maintain, throughout the term of the contract, FDIC capital adequacy requirements.
9. The bank submitting the proposal must currently operate and maintain a full service branch bank within the city limits of Baton Rouge throughout the full term of the contract.
10. The bank submitting the proposal must agree that all branches, facilities and offices of the proposer shall maintain Fidelity and Indemnity Insurance coverage throughout the term of the contract.
11. The bank submitting the proposal must agree to the requirements of the Financial Institutions Reform, Recovery and Enforcement Act ("FIRREA") as related to the transactions with the Louisiana Department of the Treasury, and each bank must agree to complete the collateralization documentation contained in Appendix III of the Request for Proposal.
12. The bank submitting the proposal must be capable of recording bank balances up to the single billion-dollar designation (\$9,999,999,999.99) in the bank statement totals.
13. The bank submitting the proposal must currently be and remain, throughout the term of the contract, a member of, or have access to the Depository Trust Company system.

14. The bank submitting the proposal must currently provide safekeeping and custodial services to public fund clients with at least \$1 billion in aggregate assets.
15. The bank submitting the proposal must currently provide safekeeping and custodial services to at least one (1) client with \$1 billion in assets.
16. The bank submitting the proposal must demonstrate familiarity and experience in dealing with GASB and FASB reporting requirements.
17. The bank submitting the proposal must demonstrate the ability to provide customized or multiple format institutional accounting statements.
18. The bank submitting the proposal must demonstrate the ability to develop and maintain a data processing interface with the Department of Treasury, Division of Administration, state agencies and its consultants by electronic data means acceptable to the State. The bank will be required to submit to the Department of Treasury a BAI format file for the central depository bank account, central vendor disbursement bank accounts, the unclaimed property bank account, and other designated bank accounts (See Attachment C – Description of Accounts). This recurring file is loaded into the Department of Treasury’s reconciliation software – RECONART and RECON PLUS. In addition, a daily EFT file in ANSI X12 EDI format and daily check issuance file in fixed-width format are sent to the bank. The bank will be required to submit files using SFTP protocol for the above described files loaded into the Department of Treasury’s reconciliation software and must be able to submit files in other forms of FTP protocol as well.
19. The winning Proposer shall be solely responsible for any and all costs associated with developing, transitioning, and implementing file formats and data transfer systems that are necessary, complete, and compatible to the State’s various information technology systems, including legacy systems for all services including, but not limited to, lockbox, positive pay, partial and full bank account reconciliation, check printing, and any and all other systems, in order to be fully operational on November 1, 2016.
20. The bank submitting the proposal must, at a minimum, provide trade date, cash based and accrual based accounting statements as part of its normal/ regular institutional accounting package.

**ATTACHMENT A-2**  
**MINIMUM QUALIFICATIONS FOR SUBMITTING PROPOSALS**

\_\_\_\_\_, (Name of Institution), certifies that it meets all of the minimum qualifications as contained in the RFP and specifically in Attachment A. Our organization meets the minimum qualifications as follows (any required documentation is attached):

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.

\_\_\_\_\_  
Authorized Signer

Title \_\_\_\_\_

## **ATTACHMENT B**

### **VOLUME 2 - INFORMATION REQUIRED**

#### **General Information**

In response to the following questions, please title the response as Attachment B and number each response corresponding to the numbers listed below.

1. Addresses of all bank branch locations in Louisiana.
2. The last two years audited annual corporate reports.
3. The Holding Company 10K report (for holding companies) for the last two years.
4. The number of public fund accounts, total average annual amount of deposits contained in public fund accounts, and the percentage of the bank's total deposits composed of public funds.
5. The volume of proposer's largest demand deposit account, in terms of the number of debit items per month. The volume of proposer's largest deposit account, in terms of the number of credit items per month.
6. With the bank's current level of debit and credit item activity, what is the percentage of current maximum processing capacity utilized.
7. With the addition of 6,100,000 debit items and 6,150,000 credit items per year, what would then be the percentage of current maximum processing capacity utilized.
8. What is the bank's current availability schedule?
9. What is the bank's daylight overdraft policy for the bank's Baton Rouge branch and for all other branches?
10. Provide an executive summary of the bank's disaster recovery plan.
11. What is the bank's holiday schedule for calendar year 2016 and 2017
12. Provide résumés of the primary contact bank officer and other key personnel who would be assigned to the **daily** functions of the accounts created under a contract resulting from this RFP. Describe the primary function(s) each will provide.
13. Provide a copy of the bank's account analysis format with an explanation of terms, abbreviations and the calculations.
14. Provide a copy of all signature agreements and brief explanation of each agreement required:
  - to open a bank account, whether depository or disbursement, including signature cards,
  - to initiate wire transfers,

- for ACH credit and debit transmissions,
  - for investment and collateral agreements,
  - for any other agreements that must be signed to use the services including in this RFP.
15. Provide a **concise detailed** plan, with time frame and milestones, of your proposed transition and implementation of the banking services required under this proposal.

**Failure to adhere to the proposed time frame resulting in an inability to commence all banking functions on November 1, 2016 shall result in a penalty of equal to the cost of continuing banking services under the current contract.**

## ATTACHMENT C

### DESCRIPTION OF ACCOUNTS

Below is a description of the function of each of the current major accounts comprising the central banking relationship for the Department of the Treasury. The statistics shown in Appendix I are for the period July 2014 through April 2015, except for accounts opened after that date. Appendix II is a matrix of functional services provided for the various accounts under the current central banking services agreement.

#### **OVERVIEW OF CURRENT BANK ACCOUNTS**

1. **The Central Depository Account** – This is the primary depository account for all State revenues received. This account is the master account for zero balance accounts and all controlled disbursement accounts. Approximately 1,525,787 checks are deposited into the account annually. Approximately 405 checks are drawn against the account annually. A daily bank statement is required. A daily report of deposit items is required to be submitted electronically to the Department of the Treasury.

2. **The Central Vendor Disbursement Accounts** – There are four central vendor disbursement accounts. In ISIS, the state's main accounting system, one account is used by state agencies to pay vendors by computer generated check. The annual volume is approximately 88,360 checks. Data tapes or electronic media of check issues are transmitted to the bank daily. The bank provides a daily report of paid items in an electronic media to the State. The second account is used by state agencies to pay vendors by Automated Clearing House (ACH). The annual volume is approximately 77,700 payments. In LaGov, the State's secondary accounting system, one account is used for Direct Deposit via Automated ClearingHouse (ACH) for approximately 650 vendor payments on a monthly basis. This account is also setup for BAI direct transmission. The other account is a zero balance disbursement account for clearing approximately 4,700 checks for vendor payments on a monthly basis. The volume statistics may increase for direct deposit and decrease for check issuance over the term of the contract. Considerable support for this account is required in the form of issue and paid files, abandoned property runs, monthly statements, cancelled checks, and other services, as necessary. The accounts are setup as zero balance. The level of disbursement transactions is expected to increase over the term of the contract.

3. **Department of Health and Hospitals and Department of Children and Family Services Accounts** – The Department of Health and Hospitals (DHH) and the Department of Children and Family Services (DCFS) use zero balance disbursement accounts to pay recipients of entitlement programs, providers of medical services, and other recipients of various programs. Separate accounts are used to issue Automated Clearing House (ACH) disbursements and other accounts are used to issue checks.

DHH issues approximately 98,000 checks and DCFS issues approximately 10,500 checks annually.

4. **Division of Administration (DOA) Accounts** –Two DOA bank accounts are used for State’s main payroll system, one bank account for ancillary payroll services and one bank account for the State’s centralized travel disbursement system. The following is a description of each account:

- a. THE PAYROLL ACCOUNTS – The Division of Administration maintains a centralized payroll system to issue payroll for state agencies for approximately 48,000 state employees and 850 vendors. The State uses a zero balance disbursement bank account for Direct Deposit via Automated Clearinghouse (ACH) Account which processes approximately 75,000 ACH transactions on a biweekly basis and 100 vendors payments on a monthly basis and a zero balance disbursement account to issue payroll checks for approximately 350 employees paid on a biweekly basis and 600 vendors paid on a monthly basis. The volume statistics may increase for direct deposit and decrease for check issuance over the term of the contract. Considerable support for this account is required in the form of issue and paid files, abandoned property runs, monthly statements, cancelled checks and other services, which may be necessary.
- b. The PAYROLL SERVICES ACCOUNT – This account is utilized to make manual payments due to the restrictions/limitations in the payroll system. Currently, approximately 10 checks are processed annually. This account requires the return of paid checks and monthly statements.
- c. THE TRAVEL ACCOUNT – This account is utilized for Direct Deposit via Automated Clearinghouse (ACH) for approximately 5,000 employees for reimbursement of travel expenses made on a monthly basis. The travel account will require the bank to provide by electronic media to the state a daily report for ACH and ZBA activity and also a monthly bank statement.

5. **Department of Revenue** – The Department of Revenue maintains several zero balance disbursement bank accounts for the refunding of income and other taxes. The Department of Revenue issues approximately 1,084,000 EFTs and 421,600 checks annually.

6. **The Unclaimed Property Account** – This is the primary account of the Department of the Treasury used to issue checks to return abandoned properties to claimants. Approximately 23,900 checks are issued annually. Check issue files are

submitted daily to the bank via electronic media. The bank provides a daily file of paid items via electronic media that is imported into the Department of the Treasury's proprietary software for reconciliation.

7. **Other Accounts** – The Department of Public Safety and Corrections, Office of Risk Management, the Secretary of State and other state agencies and departments also maintain disbursement accounts. The majority of these accounts are disbursement zero balance accounts. There are currently 25 zero balance disbursement accounts in this other accounts category.

8. **Deposit only "Reverse" Zero Balance Accounts** – The State also uses deposit only (referred to as "reverse") zero balance account(s) to deposit checks, and receive credit from Automated Clearinghouse (ACH) and FED WIRE transactions. A single daily transfer is made for each bank account to the central depository bank account. There are currently 84 reverse zero balance accounts.

The above are illustrative of current major bank accounts utilized by the Department of the Treasury. However, it is understood and agreed that during the course of the contract the Treasurer may add to or delete from this list of accounts, and this factor should be considered in responding to this Request of Proposals.

## **ATTACHMENT D**

### **VOLUME 2 – INFORMATION REQUIRED**

#### **REQUIREMENTS FOR THE DEPOSITORY (COLLECTION) FUNCTION**

Listed below are the required services for the State's depository accounts. APPENDIX I: Volume Statistics provides statistical information. In response to the following questions, please title the response as Attachment D and number each response corresponding to the numbers listed below and include in Volume 2 – Required Information.

1. **Baton Rouge Depository Location Required**

Most major revenues of the State are collected through agencies headquartered in Baton Rouge. Payments are received by wire transfer, Automated Clearinghouse (ACH), checks and cash. Arrangements for daily deposits to be received from the courier at a local processing center is preferred (See 10. Courier Services). A Baton Rouge branch bank location is mandatory. **Can you comply with this requirement?**

2. **Late Day Deposit Capability**

Accommodations must be made in order that state agencies may make multiple deposits until 5:00 P.M. each banking day with credit on that day's bank ledger balance. The bank is required to give same day ledger credit and availability of funds for receipts from the Federal Reserve wire system (FED WIRE) regardless of the time of day received by the bank. **Can you comply with this requirement?**

3. **Information Reporting**

The bank will make available certain information reporting provided through PC or terminal access. Please provide the reporting costs per item/field of information listed below (See Appendix II). **Can you comply with this requirement?**

i. **Disbursement Reporting**

In Microsoft Excel spreadsheet format.

- a. Opening ledger balance
- b. Target balance
- c. Adjustments to balance
- d. Total ACH credits
- e. Total credit adjustment
- f. Total ACH disbursement funding debits
- g. Total ACH related debits
- h. Total checks paid

- i. Total controlled disbursement debits
- j. Total disbursement checks paid - Early
- k. Total disbursement checks paid – Late
- l. Disbursing funding requirements
- m. Late debits (after notification)
- n. Total debit adjustments

## **ii. Balance Reporting**

In Microsoft Excel spreadsheet format.

- a. Opening ledger balance
- b. Opening available balance
- c. Opening next day balance
- d. Opening 2 or more days
- e. Total credits
- f. Total available credits
- g. Total next day credits
- h. Total 2 or more day credits
- i. Total debits
- j. Total available debits
- k. Total next day debits
- l. Total 2 or more day debits
- m. Projected ledger balance
- n. Projected available balance

## **iii. Portfolio Information Download**

In Microsoft Excel Spreadsheet format.

- a. Account number
- b. Account name
- c. CUSIP
- d. Security description
- e. Coupon
- f. Maturity
- g. Shares par quantity
- h. Market price

- i. Market value
- j. Original acquisition price
- k. Original cost value
- l. Unrealized gain/loss
- m. S&P rating – current
- n. Moody rating – current
- o. Asset group
- p. Industry description
- q. Sector description
- r. Rate change frequency
- s. Bond payment frequency

4. **Availability Schedules/Daylight Overdraft Policy**

The bank shall provide the Department of the Treasury with its availability schedule and daylight overdraft policy and notify the Treasurer immediately of any proposed changes. **Can you comply with this requirement?**

5. **Deposit Analysis**

The bank shall, when requested, provide the Treasurer with an end point analysis of its deposits so that the Treasurer and the bank may endeavor to improve collection techniques in order to maximize the use of funds and their investment. **Can you comply with this requirement?**

6. **Depository Discount Pricing**

The bank is encouraged to provide discount pricing for pre-encoded items. The State has the capability of pre-encoding some deposit items; therefore, a separate fee per item should be quoted for that service. Approximately 1,750,000 items per year are being encoded by the State at the present time and approximately 210,000 items per year are not encoded. **Can you comply with this requirement?**

7. **Returned Items**

The Department of the Treasury requires an automatic second presentment of deposited items returned unpaid due to insufficient funds.

The Department of the Treasury requires fax or telephone notification of deposit items returned in amounts over \$1,000,000.

**Can you comply with this requirement?**

Numerous returned items are received per month. Returned items are sent back to the appropriate depositing agency or to the Department of the Treasury, at the Department of Treasury's direction. **Can you comply with this requirement?**

8. **Interest Paid on Excess Funds**

Banks are encouraged to offer proposals for the purchase of any excess funds remaining at the end of the day. This type of proposal should include the delivery of acceptable securities (direct obligations of the U.S. Treasury or other acceptable securities by the Department of the Treasury) to a third party institution with safekeeping receipts indicating that the securities are in the name of the State Treasurer. Pricing and increments of this type of investment and any other related details must be disclosed.

Specify (1) whether the collected balance includes all deposits in all accounts; (2) with or without deducting for the Federal Reserve requirement; and (3) if a 360 day or 365 day basis is used.

If funds are not purchased, the State insists on receiving credit for any un-invested account balances. The earnings credit rate is to be based on the coupon equivalent rate of the average of the 91 day U.S. Treasury Bill for the monthly period credit is earned. The proposer can offer a plus/minus specified number of basis points to the coupon equivalent rate to be indicated on the Attachment H-Pricing Grid. **Can you comply with this requirement?**

9. **Cash Concentration**

Banks are encouraged to offer in their proposals recommendations to maximize the capability of sweeping regional Department of the Treasury depository accounts in other banks in other cities in Louisiana on a daily basis in order to increase available funds to the State. Banks must provide deposit reporting capability. **Can you comply with this requirement?**

10. **Courier Services**

The bank must provide daily courier services in the Baton Rouge area to and from the State Treasurer's office, the Department of Revenue, the Department of Public Safety and other state offices as designated by the State Treasurer for multiple pickup and delivery of deposits of endorsed

checks, bank statements, canceled checks, tapes, etc. In addition, the bank must provide daily armored car pickup and delivery of deposits, including coin and cash, from the Department of Revenue's New Orleans regional offices and the Office of Motor Vehicle's branch offices in Kenner, Metairie and the West Bank or other state offices as designated by the state treasurer. **Can you comply with this requirement?**

11. **Automated Clearinghouse Transactions**

The bank must be able to send and receive Automated Clearinghouse (ACH) transactions.

The bank should describe capabilities to process ACH transactions.

The bank must provide with the daily bank statement detailed credit advices on ACH credits either in hardcopy or electronic formats.

The bank must establish a method for payers to allow the State to debit their accounts. The payer must be able to input data by voice, touch tone, or PC terminal.

The bank will be required to collect the data and create an ACH output file(s) and a data output file(s) on a regular basis. The bank will be required to process the ACH file(s), send entries to the Federal Reserve, send a data output file(s) to the State and notify the State of any return items (NSF, account closed, etc.). **Can you comply with this requirement?**

12. **Deposit Tickets**

State Agencies use a three-digit, agency specific, identifier as the first three digits in sequentially numbered deposit tickets when depositing into the central depository account. The tickets are a four part, self-carboning form. The bank will be required to accept these deposit tickets from the state agencies. The required deposit ticket is included in Attachment D. **Can you comply with this requirement?**

13. **Blockage of ACH Debits Originated by Outside Sources**

The Department of the Treasury will require the bank to "block" or prevent unauthorized ACH debits to depository accounts which are originated by outside sources. Please confirm your ability to perform this function. **Can you comply with this requirement?**

14. **Lockbox Services**

Agencies may utilize lockbox services for the receipt of checks and remittance advices. Currently, the Office of Student Financial Assistance, the Department of Public Safety and the Department of Health and Hospitals use lockbox services. There are currently 657,457 transactions annually in the lockbox accounts. **Please describe your lock box services and the options you offer with lock box services, i.e. photocopying, imaging, electronic file transmission, reporting capabilities etc. Also, describe the file format(s) available for outbound files to the State to provide the data collected at the lockbox. Can you comply with this requirement?**

15. **Check “21” Remote Deposit Capture Conversion Services**

Agencies use check conversion services to convert paper checks for deposit into (“reverse”) deposit only zero balance accounts. Check conversion services or remote deposit capture are currently made by Image Cash Letter (ICL) and Image Deposit Direct (IDD) services at JPMorgan Chase Bank. ACH transactions are processed as authorized by the Check Clearing for the 21<sup>st</sup> Century Act and applicable NACHA rules. Currently, the Secretary of State, the Louisiana Workforce Commission and the Department of Children and Family Services use ICL service and the Department of Insurance uses IDD service. **Please describe your remote deposit check conversion service and describe the requirements of the State to implement this service. Can you comply with this requirement?**

16. **Miscellaneous Items**

The bank will be required to provide, as needed, transport boxes, and locking cash and sealable coin bags used by state agencies to make deposits. **Can you comply with this requirement?**

**Required Deposit Ticket used by the State.**

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### DEPOSIT TICKET

PLEASE BE SURE THAT ALL ITEMS ARE PROPERLY  
 ENCASED IN AN ENVELOPE OR BAG. ALL  
 DEPOSITS MUST BE MADE FOR IMMEDIATE WITHDRAWAL  
 A HOLD FOR UNCOLLECTED PAYMENTS MAY BE PLACED ON FUNDS  
 DEPOSITED BY CHECK OR SIMILAR INSTRUMENTS. THIS COULD DELAY  
 YOUR ABILITY TO WITHDRAW SUCH FUNDS. THE DELAY, IF ANY, WOULD  
 NOT EXCEED THE PERIOD OF TIME PERMITTED BY LAW.

DATE		DOLLARS	CENTS
	CURRENCY		
	COIN		
	CHECKS LIST EACH SEPARATELY		
	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
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	33		
	34		
	<b>TOTAL</b>		

**CHASE** JPMORGAN CHASE BANK, N.A.  
 BATON ROUGE, LOUISIANA 70801

**STATE OF LOUISIANA**  
 DEPT. OF TREASURY  
 STATE TREASURER

⑆ 148007009⑆ ⑆ 55201024⑆

TOTAL  
 ITEMS [ ]

TOTAL  
 DEPOSIT [ ]



Sheppard Business Systems, Inc.

## ATTACHMENT E

### VOLUME 2 – INFORMATION REQUIRED

#### REQUIREMENTS FOR THE DISBURSEMENT FUNCTION

The disbursement function will entail the processing of checks presented for payment and the processing of electronic disbursement items. In response to the following disbursement items, please title your response as Attachment E and number each response corresponding to the numbers listed below. Include this response in Volume 2 – Required Information.

1. **Balance Reporting**

See Attachment D; Balance Reporting Section, Section 3. (ii). **Can you comply with this requirement?**

2. **Reconcilement**

Please provide a complete description of reconciliation services available for bank accounts. In your description identify services available to assist customers with account reconciliation, i.e. on-line viewing and printing of daily statement activity, reporting options, paid checks on CD-ROM, positive pay, electronic file transmission of paid items, etc. **Can you comply with this requirement?**

3. **Stop Payments**

The Department of the Treasury requires that stop payment requests be in effect with **no expiration date or renewal date**. Include in your proposal your means available (telephone, fax, computer to computer) to state agencies to communicate stop pay requests. **Can you comply with this requirement?**

4. **Forgery Endorsement Charge Backs**

All proposing banks shall process forgeries and issue credit in the amount of the forgery to the appropriate account within five (5) banking days upon receipt of notarized affidavit. **Can you comply with this requirement?**

5. **Stale Date/Post Date**

Checks drawn on state payroll accounts shall not have a stale date unless otherwise notified by the State Treasurer. **Can you comply with this requirement?**

6. **Error Correction**

Banks shall agree to individually itemize debit and credit bank adjustments rather than netting these adjustments and to provide detailed justification for each adjustment. **Can you comply with this requirement?**

7. **Direct Deposit of Payroll Items**

The State's Uniform Payroll System LaGov HCM provides payroll services for approximately 45,000 employees and approximately 850 vendors. LaGov HCM utilizes direct deposit of payroll for approximately 45,000 employees per pay period (65,000 direct deposit transactions), and 150 vendors per month, and issuance of checks for approximately 500 employees per pay period and approximately 550 vendors per month. **Can you provide direct deposit services for this account?**

The State's Payroll System (LaGov HCM) Account requires the following services (See Attachment H - Pricing Grid). **Can you comply with the below requirements?**

- a. State Banking Institution provides EFT services to accomplish the following:
  - (1) receive daily employee/vendor EFT transactions from Division of Administration (DOA)LaGov HCM Payroll System and transmit data through Automated Clearing House (ACH) to Receiving Financial Institutions,
  - (2) transmit daily agency EFT, dollar returns/notifications of change received form ACH to DOA LaGov HCM Payroll System,
  - (3) transmit daily via direct transmission to DOA LaGov HCM Payroll System any returned EFT dollars received through ACH and credit EFT Payroll Account accordingly.
- b. State Banking Institution provides for a separate bank account for EFT and Check transactions. Currently EFT transactions are about 46,000 biweekly and check transactions are about 1,650 monthly.
- c. State Banking Institution provides for separate processing fee charges for EFT transactions and check transactions.
- d. State Banking Institution provides means to accommodate the Office of State Uniform Payroll for transmitting Federal Tax Deposits via the Electronic Federal Tax Payment System (EFTPS) Credit depository method.
- e. State Banking Institution provides means to accommodate the Office of State Uniform Payroll for transmitting State Tax Deposits to the Louisiana Department of Revenue and other states.

- f. State Banking Institution provides supporting documentation for verification of Federal and State Tax payments.

8. **Zero Balance Accounts**

The bank will be required to establish numerous zero balance disbursement accounts. The accounts will be utilized to disburse checks and ACH transactions. These accounts will be funded by the central depository bank account. Currently, there are 25 zero balance disbursements accounts. **Can you comply with this requirement?**

9. **Controlled Disbursement Accounts**

Where are your locations for controlled disbursement? The State requires daily clearing totals at 9:00 A.M. Central Standard Time (CST) for early clearings (Federal Reserve 1<sup>st</sup> clearing) and at 11:00 A.M. CST, which would include any second or third presentments by the Federal Reserve, local and any over-the-counter items paid by the bank. Currently, there are 16 controlled disbursement accounts. **Can you comply with this requirement?**

10. **ACH Initiation**

The state requires the ability to initiate ACH debits and credits through Internet connection via PC or PC terminals. **Can you comply with this requirement? What are the hardware and software requirements?**

11. **International Wire Transfers**

State agencies require the ability for the bank to wire transfer funds to foreign countries. **Can you comply with this requirement?**

12. **Paid Check Sorting for State Accounts**

All rejected items must be manually sorted and interfiled with the sorted paid checks. The Department of the Treasury requires the sorted checks to be placed on CD by the bank and sent to agencies within ten working days of the statement date on a monthly basis. **Can you comply with this requirement?**

Office of State Uniform Payroll receives canceled checks via online document retrieval system for the Payroll account and the LaGov Vendor Disbursement account. The canceled checks for the service account are included with the monthly statements submitted by the bank to the state. **Can you comply with this requirement?**

13. **Positive Pay**

The bank will be required to provide “payee name” positive pay services for disbursement accounts designated by the Department of the Treasury for this service. Describe the file format required to implement this service. **Can you comply with this requirement?**

14. **Imaging of Paid Checks**

The Department of the Treasury requires canceled checks to be provided to state agencies at the agencies’ choice in CD format on a monthly basis. The bank will be required to furnish the software to access the CD. **Can you comply with this requirement?**

15. **Blockage of ACH Debits Originated by Outside Sources**

The Department of the Treasury requires the bank to prevent unauthorized ACH debits that are originated by outside sources to bank accounts. **Can you comply with this requirement?**

16. **Download Detailed Transactions**

The bank shall be required to provide to the Department of the Treasury on a daily basis files containing detailed transactions which can be retrieved by the Department of the Treasury to import into a proprietary bank reconciliation software program (Check Free Corporation “Recon Plus for Windows”). **Can you comply with this requirement?**

## **ATTACHMENT F**

### **VOLUME 2 – INFORMATION REQUIRED**

#### **REQUIREMENTS FOR THE COLLATERAL/SAFEKEEPING FUNCTION**

This function will entail the safekeeping of state owned securities, safekeeping of collateral for state deposits, repurchase agreement related activity, and securities lending related activity. All proposing banks are required to safekeep state-owned securities in a bank, or a wholly owned subsidiary of the bank or bank holding company. Daily interaction between the state and the bank regarding investment functions are to be handled by one bank employee dedicated as the account representative to the Investment Division of the Department of the Treasury. All state communications regarding investment functions with the bank will be directed to the appointed account representative. It is then the responsibility of the account representative to communicate with other bank employees on behalf of the state. Please title your response to each item as Attachment F and number each response corresponding to the numbers listed below. Include this response in Volume 2 – Information Required.

1. **Public Funds (on deposit)**

A joint custodial account to safekeep securities pledged as collateral by other institutions for public fund deposits may be required. This function requires that safekeeping receipts be issued to the State Treasurer in accordance with the state laws governing collateralization. (LA R.S. 49:321 et. seq.) This function also requires that securities not be released or substituted without the express authorization of the State Treasurer. Currently, there are approximately 400 different accounts with approximately 2,000 different pieces of collateral. **Can you comply with this requirement?**

2. **Repurchase Agreements**

This function requires that the bank be capable of receiving and sending securities, via Federal Reserve book entry system, for funds managed by the Department of the Treasury. Also required, in conjunction with the settlement of securities transactions, is a safekeeping receipt issued in the name of the State Treasurer for the appropriate fund.

When accepting securities for the benefit of the State under agreements to resell, the bank shall follow the usual and customary practices of transferring securities and funds unless notified otherwise by the Treasurer. Securities held by the bank for the Department of the Treasury under agreements to resell shall be maintained in the banks customer account at the Federal Reserve Bank established in the name of the State Treasurer. Throughout the term of the contract, the bank will accept and release additional and surplus securities under repurchase agreements and shall notify dealers

of insufficient securities. The bank shall be considered an agent in these transactions. The Treasurer and respective dealer(s) will be considered the principals in the repurchase transactions.

The State will utilize master repurchase agreements with the bank and, or, certain dealers, as determined by the State Treasurer, which will be monitored by the bank. These agreements will include a list of criteria acceptable to the State, such as type of securities, margin requirements (i.e., excess of market value of securities over principal amount of investment), etc.

The bank shall perform a manual calculation of the daily cash balance available for investment. The bank shall communicate the cash balance calculation to the Investment Division of the Department of the Treasury on a daily basis in a form and manner acceptable to the Department of the Treasury. The placing of investment orders, in repurchase agreements or other securities, will be handled by the Department of the Treasury. The bank will be responsible for (1) monitoring the collateral related to repurchase agreements and (2) pricing that collateral on a daily basis in order to determine the margin. It will be the bank's function to monitor the margin and to inform the Department of the Treasury and the dealers whenever any such margin is insufficient

The Department of the Treasury would prefer a charge per transaction (repo) fee. **Please provide your costs in terms of cost per repurchase agreement and in terms of a spread (basis point fee).**

The bank will provide a listing of securities purchased under agreements to resell along with appropriate valuations upon request of the Treasurer or designated representative. **Can you comply with this requirement?**

### 3. **State Owned Securities**

Separate bank investment accounts will be required to safe keep and issue receipts for securities held by various State investment accounts. **Can you comply with the below requirements?**

The bank will collect investment income in the various State accounts. The bank shall account securities premiums, discounts and income in the portfolios as directed by the State Treasurer, the Legislative Auditor, and/or the Office of Statewide Reporting and Accounting Policy. At a minimum this could require accounting for State owned securities under two accounting methods. One shall be a Cash Based accounting method as specified by GASB standards. The second may account for accretions, amortizations and accruals of securities calculated on a straight line or scientific method as required by the State Treasurer, the Legislative Auditor and/or the Office of Statewide Reporting and Accounting Policy.

The bank will process the purchases, sales and maturities of state owned securities. The actual execution of orders will be handled by the State Treasurer's Office with brokers, dealers, or outside managers employed by the Treasurer's Office.

Price the entire portfolio on a month end basis and provide the State Treasurer's Office with a minimum of three sets of detailed month end statements for each account. Statements must provide trade date accounting methods as directed by the State Treasurer, the Legislative Auditor, and/or the Office of Statewide Reporting and Accounting Policy. Statements should also include transaction and position summaries for the various accounts. Detailed monthly statements must be provided in a format, in both electronic and print media, acceptable to the State Treasurer's Office. Reports of these holdings in various formats and media may be required for the purposes of income projection, cash flow projection, general portfolio management and performance evaluation.

Price the entire portfolio weekly and provide a copy via electronic media to the Investment Division.

Provide automated cash management by transferring any excess funds into a money market fund or an interest-bearing account on a daily basis. Any depository account must meet state collateralization requirements for public funds.

Provide assistance to the Legislative Auditor and/or the Office of Statewide Reporting and Accounting Policy when requested.

Be available for financial consultation concerning the investment accounts. Assume for purposes of this RFP, approximately two hours per quarter of financial consultation could be utilized by the Department of the Treasury.

Provide a quarterly account performance at a minimum. Account performance shall include measurements of total return, yield, coupon, duration and maturity. Comparisons to the 30 day U.S. Treasury Bill and the 2 year U.S. Treasury Note (legal indices) shall be required. Comparisons to other investment managers, as well as comparable market indexes for fixed income and equity portfolios, should be included.

The Treasurer requires electronic access to the investment accounts on a daily basis. It is preferred that electronic access is through an internet connection to one or more of the Department of the Treasury's personal computers. Please indicate if such capability will be available from your financial institution.

Cooperation with any outside investment consultant, performance measurer, or outside investment manager(s) as may be retained, at the sole discretion of the State Treasurer, will be necessary.

Below is a listing of permissible securities; however, this listing may change as state investment laws change.

## **PERMISSIBLE INVESTMENTS – CENTRAL BANKING RFP**

Direct United States Treasury Obligations (Treasury Bills, Bonds, Notes and Strips)

Obligations of or obligations guaranteed by:  
Government National Mortgage Association (GinnieMae, GNMA);  
Federal Agriculture Mortgage Corporation (FAMC);  
Farm Credit Financial Assistance Corporation (FCFAC);  
Farm Credit System Banks (FFCB);  
Farmers Home Administration (FmHA);  
Federal Home Loan Banks (FHLB);  
Federal Home Loan Mortgage (FreddieMac, FHLMC);  
Financing Corporation (FICO);  
Federal Land Bank Bonds (FLBB);  
Federal National Mortgage Corporation (FannieMae, FNMA);  
Resolution Funding Corporation (REFCO);  
Small Business Administration (SBA);  
Federal Deposit Insurance Corporation (FDIC);  
Tennessee Valley Authority (TVA);  
U.S. Postal Service (USPS).

Direct Security Repurchase Agreements  
Direct Security Reverse Repurchase Agreements  
Tri-Party Security Repurchase Agreements  
Tri-Party Security Reverse Repurchase Agreements

Investment Grade Commercial Paper  
Investment Grade Corporate Notes and Bonds

Money Market Funds consisting solely of securities otherwise eligible for investment

Municipal Bonds  
Sovereign Yankee Bonds

Common Stocks  
Preferred Stocks  
Closed End Mutual Funds  
Open End Mutual Funds  
Unit Investment Trusts

#### **4. Securities Lending**

The Department of the Treasury is actively engaged in a securities lending program through certain securities lending firms acting as either a principal or an agent of the State. Currently the State of Louisiana is using a Master Repurchase Agreement with a Paired Repurchase Transactions Custody Agreement. For the purposes of the securities lending program the bank shall follow the usual and customary practices of transferring securities and funds unless notified otherwise by the Treasurer. The bank shall not require greater than 24 hours advance notification for the transfer of securities and funds. The proposer may be required to work with a sub-custodian who would administer the securities lending and reverse repurchase agreements, holding the securities and sending the cash to the custodian. Therefore, some of the administrative work of the custodian would be decreased, hence decreasing the cost of safekeeping and custodial services to the State. The Treasurer reserves the right to enter into securities lending and reverse repurchase agreements with firms of its choosing and to utilize other methods of securities lending. **Can you comply with this requirement?**

#### **5. Other Investments**

The State is authorized to invest in both money market funds and “tri-party” repurchase agreements. “Tri-Party” repurchase agreements require the transfer of money by the bank. **Please provide cost by transaction for this service on the Attachment H, Pricing Grid.**

**Attachment G: Statement of Disclosure**

**CERTIFICATION STATEMENT**

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT.** The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

Date \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (     ) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have   7   business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov> .)

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name:

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Address:

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City:

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State:

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Zip:

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SIGNATURE of Proposer's Authorized Representative

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DATE

**Attachment H: Pricing Grid**

See attached Excel spreadsheet.

**ATTACHMENT I: SAMPLE CONTRACT**

**STATE OF LOUISIANA  
CONTRACT**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the State of Louisiana, Louisiana Department of the Treasury, hereinafter sometimes referred to as the "State", and [CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

**1 SCOPE OF SERVICES**

**1.1 CONCISE DESCRIPTION OF SERVICES**

**1.2 STATEMENT OF WORK**

**{ GOALS AND OBJECTIVES**

**1.2.1. PERFORMANCE MEASURES**

The performance of the contract shall be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work and are identified as:

**1.2.2. MONITORING PLAN**

*[Name and Title or Position]* will monitor the services provided by the contractor and the expenditure of funds under this contract. *[Name and Title or Position]* will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance. The monitoring plan is the following:

**1.2.3. DELIVERABLES**

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

**1.2.4. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements**

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

**1.2.5. SUBSTITUTION OF KEY PERSONNEL**

The Contractor's personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

## **2 ADMINISTRATIVE REQUIREMENTS**

### **2.1 TERM OF CONTRACT**

This contract shall begin on *[DATE]* and shall end on *[DATE]*. State has the right to contract for up to a total of \_\_\_years with the concurrence of the Contractor and all appropriate approvals.

### **2.2 STATE FURNISHED RESOURCES**

State shall appoint a Project Coordinator for this Contract identified in Section 1.2.3 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

### **2.3 TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is \_\_\_\_\_.

### **3 COMPENSATION AND MAXIMUM AMOUNT OF CONT**

#### **3.1 PAYMENT TERMS**

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$ *[TO BE INSERTED]*. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 calendar days of the approval of invoice and under a valid contract. Payment will be made only on approval of *(Name of Designee)*.

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

Ten percent (10%) of fees approved by State Project Coordinator to be paid shall be withheld as retainage pending successful completion of the contract. Upon completion of all tasks contained in the Statement of Work to the satisfaction of the State, any amounts previously withheld as retainage will be paid.

### **4 TERMINATION**

#### **4.1 TERMINATION FOR CAUSE**

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

#### **4.2 TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time without penalty by giving one hundred eighty (180) calendar days written notice to the Contractor of such termination or negotiating with the

Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### **4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

### **5 INDEMNIFICATION AND LIMITATION OF LIABILITY**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **6 CONTRACT CONTROVERSIES**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

## **7 FUND USE**

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

## **8 ASSIGNMENT**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## **9 RIGHT TO AUDIT**

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

## **10 CONTRACT MODIFICATION**

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

## **11 CONFIDENTIALITY OF DATA**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

## **12 SUBCONTRACTORS**

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The contractor will be the single point of contact for all subcontractor work.

## **13 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

## **14 INSURANCE**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

**Contractor's Insurance:** The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

**Compensation Insurance:** Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

**Commercial General Liability Insurance:** The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

**Insurance Covering Special Hazards:** Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

**Licensed and Non-Licensed Motor Vehicles:** The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

**Subcontractor's Insurance:** The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

## **15 APPLICABLE LAW**

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

## **16 CODE OF ETHICS**

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

## **17 SEVERABILITY**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

## **18 INDEPENDENT ASSURANCES**

The State of Louisiana /State Agency will also require the Contractor and /or subcontractors to submit to an independent SSAE 16 SOC 1 and/or type II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

The contractor could be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/program reviews and audits.

These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm will submit a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the Department with an exact copy of the report within thirty (30) calendar days of completion. Such audits may be performed annually during the term of the contract. The Contractor agrees to implement recommendations as suggested by the audits within three months of report issuance at no cost to the State Agency. Cost of the SSAE 16 audit is to be included in the cost being proposed in response to this RFP.

## **19 COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

## **20 ENTIRE AGREEMENT & ORDER OF PRECEDENCE**

This contract together with the RFP and contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

THUS DONE AND SIGNED on the date(s) noted below:

**Appendix I: Volume Estimates**

**STATE OF LOUISIANA  
Department of Treasury**

Appendix I

**July 1, 2014 through April 30, 2015**  
RFP 16-XXX

<b>SERVICE</b>	Priced Per	Annual Volume
<b>Account Services</b>		
Daily Overdraft Occurrence Fee	item	
Account Maintenance	account	2,277
Account Maintenance - Int.	account	172
ZBA Maint Master Account	account	
Cash Concentration Master Acct	account	154
Cash Concentration Sub Acct	account	1,536
ZBA Maint Sub Acct	account	0
Statement Cycles	statement	0
Post No Checks Maintenance	account	
Statement Photocopy	item	3
Paper Account Statement	statement	647
Overdraft NSF Item Paid	item	27
<b>Banking Center Services</b>		
Branch Credits Posted	deposit	30,796
Branch Deposit Immediate Verif	dollars	20,232,293
Branch Deposit Post Verif	dollars	6,215,980
Branch Coin Dep Par or Mix Bag	deposit	1
Branch Order Currency Strap	strap	6,148
Branch Order Coin Roll	roll	8,273
Branch deposit IN Non Std Bag	deposit	44
<b>Vault Services</b>		
Vault Dep Per \$1,000	dollars	10,216
Vault Deposit Rolled Coin	roll	
Vault Dep Non Std Strap - Note	note	1,048,935
Vault Dep Std Strap - Note	note	207,100
Vault Order Currency Std Strap	strap	
Vault Standard Orders	order	
Vault Order Coin Rolls	roll	
Vault Order Curr Non Standard Strap	strap	
Vault Deposit Receipt Mailers	receipt	1,314

Vault Deposit - Extend. Hrs. Specialized	month	12
Vault Deposit - Partial or Mixed Bag	bag	76
Vault Deposit in Non Std Bag	bag	1,052
Vault Activity Report Faxed	account	24
Web Cur Svcs-Deposit Details	location	24
Vault Deposit Adjustment	item	161
<b>Retail Lockbox</b>		
Rlb Maintenance	lockbox	
Rlb Image Captive Maintenance	lockbox	
Rlb Image Archive Maintenance	lockbox	
Rlb Retail Item	payment	
Rlb Multiples	payment	
Rlb Correspondence	document	
Rlb Check Image Capture	check	
Rlb Document Image Item	item	
RRLB Long Term Ck Storage	item	
RRLB Long Term Doc Storage	item	
RLB Keyed Document Payment	payment	
Rlb Additional Reports	report type	
Rlb File Transmission	transmission	
Rlb Cash Processing	per box	
Rlb Image Transmission Maint	lockbox	
Rlb Image Transmission Record	item	
Rlb CD ROM	cd	
Rlb Image Storage First Month	item	
Rlb Unprocessable Item	item	
Rlb Courier Deposit	deposit	
<b>Wholesale Lockbox</b>		
WLB Lockbox Maintenance	lockbox	
WLB Image Online Maintenance	lockbox	
WLB Image Capture Maintenance	lockbox	
WLB Wholesale Item	item	
WLB Wholesale Item W/Copy	item	
WLB Correspondence	document	
WLB Check Image Capture	item	
WLB Document Image Capture	check	
WLB Check MICR Capture	keystroke	

WLB Data Capture Numeric	keystroke	
WLB Data Capture Alphanumeric	keystroke	
WLB File Transmission	transmission	
WLB Postage	item	
WLB Postage	item	
WLB Image Transmission Maint	lockbox	
WLB Image Transmission Record	item	
WLB CD ROM	cd	
WLB Image Storage First Month	item	
WLB Unprocessable Item	item	
WLB Incoming Courier Package	package	
WLB Long Term Ck Storage	item	
WLB Long Term Doc Storage	item	
<b>Network Lockbox (WNLB)</b>		
WNLB Lockbox - Maint	lockbox	125
WNLB Wholesale Item	item	129,665
WNLB No Check item	item	
WNLB Document Image Capture	page	447,035
WNLB Check MICR Capture	keystroke	
WNLB Data Capture	keystroke	1,615,402
WNLB Deposit Preparation	deposit	
WNLB Data Transmission Maint	lockbox	5
WNLB Image Transmission Maint	lockbox	45
WNLB Image Transmission Page	page	372,597
WNLB Data Transmission Item	item	
WNLB Outgoing Package Prep	package	
WNLB Postage	item	
WNLB Web Maint-Chk/Doc	lockbox	158
WNLB Unprocessable Item	item	2,733
WNLB Long Term Storage-Check	item	130,013
WNLB Long Term Storage-B&W Doc	page	448,112
WNLB Check Clearing	item	130,022
<b>Scannable Lockbox (SNLB)</b>		
SNLB Maintenance	lockbox	87
SNLB Scannable Item	item	569,665
SNLB No Check Item	item	5,864
SNLB OCR Doc Image Capture	document	596,347

SNLB Document Image Capture	page	
SNLB Check MICR Capture	keystroke	17,126
SNLB Image Transmission Maint	lockbox	2
SNLB Image Transmission Page	page	4,221
SNLB OCR Document	item/coupon	
SNLB Deposit Preparation	deposit	
SNLB Data Transmission Item	item	
SNLB Doc Image Presentment	lockbox	86
SNLB Doc Img Shrt Trm Stor B&W	item	
SNLB Unprocessable Item	item	11,991
SNLB Long Term Storage - Check	item	569,665
SNLB Long Term Storage - B&W Doc	page	613,021
SNLB Check Clearing	item	569,665
<b>Depository Services</b>		
Credits Posted	item	1,532,620
ICL Deposit Standard	item	
ICL Deposit Early	item	694
ICL Deposit Late	item	6
Check Deposited-On Us	check	100,063
Checks Deposited-Transit	check	661,540
Dep Checks National FRB Other	check	
Dep Chks National FRB Select	check	
Check Encoding	check	
Deposit Correction	item	
Dep Checks MICR Reject Repair	check	
Return Item	item	4,500
Return Alternate Address	check	
Return Charge Alternate Acct	item	
Return Item Redeposit	item	1,451
Return Expedited Delivery	item	1,487
Return Multiple Locations	check	187
Return Maker Name	check	130
Return-Email Notification	check	1,379
Return Detail Reporting	item	941
Return Image Transmitted	item	3,329
Check Image Deposited	item	103,080
Idd Monthly Maintenance Fee	account	48

ICL Image Group One	item	616,182
ICL On-US Standard	item	44,776
ICL Ird Period One	item	23
ICL Ird Period Two	item	
Image Group Two	item	519,908
Image Group Two-Tier 2	item	433,922
IRD Select	item	
On US Premium	item	225,805
Ird Period Three	item	
Image Group One-Period Two	item	1,257
Image Group One-Period Three	item	3,701
Image Quality Suspect Items	item	9,524
Non-Conforming Image Items	item	1,061
ACH Eligibility Testing/Filter	item	11,030
Data Download	account	
<b>Disbursement Services</b>		
Checks/Debits Posted	item	707,180
Controlled Disb Funding	transfer	3,158
Check Photocopy Retrieval	item	
Controlled Disb Acct Maintenance	account	116
Check Print Online Maintenance	account	20
Check Print Maintenance	account	2
Controlled Disb Check Posted	item	492,746
Range Stop Payment-Electronic	stop	2,751
Commercial Check Cashing	check	
Stop Pmnt Automatic Renewal	stop	
Stop Payment-Manual	stop	11
Range Stop Payment-Manual	stop	1
Check Cashing Non-Acct Holder	check	
Stop Payment Automatic Renewal	stop	
Image Transmission Per Trans	transmission	296
Image Transmission Per Item	item	392,488
Pws Imaging Maintenance	account	17
Image Retrieval Per Retrieve	check	598
PWS Image Retrieval>91 Day	item	571
Check Print File Upload	per file	107
Check Print Register File	file	4

Check Print Input File	file	4
Check Print Per Item	check	166,644
Paper Check Return Items	item	
Data Download	account	180
PWS Exception-notif-Acct	account	228
Stop Payment-Electronic	item	3,711
PWS Check Inquiry Maintenance	# of modules	
PWS Recon Report/Stmt Maintenance	account	
<b>Reconciliation Services</b>		
Deposit Recon Maintenance	account	24
Deposit Recon Items	item	92,894
Positive Pay No Recon-Maintenance	item	
Payee Name Verification	item	233,328
Check Exeception Return	item	
Check Sort By Serial Number	item	
Check Serial Sort Maintenance	account	
Image Capture Per Item	item	1,230,016
CD ROM	cd	176
CD ROM Additional Media	cd	37
CD Rom Maintenance	account	176
Full Reconcilement Maintenance	account	253
Partial Reconcilement Maintenance	account	192
Full Reconcilement-Per Item	item	643,579
Partial Reconcilement-Per Item	item	540,810
Issue Input File With Recon	file	
ARP Reject Key Entry	item	7
Data Entry-Manual	item	69
Output File	file	1,253
ARP Custom Report	item	
Additional Reconciliation	account	
Exception Item	item	717
ARP Shipping Prep Fee	account	186
Excessive ARP Rejects	item	
<b>Funds Transfer Services</b>		
Elec Fed Debit S/T	item	1,703
Elec Fed Debit Repair	item	2

Elec Chip Debit S/T	item	573
Elec Chip Debit Repair	item	
Elec Book Debit S/T	item	314
Elec Book Debit Repair	item	11
Fed Credit S/T	item	7,105
Fed Credit Repair	item	464
Chips Credit S/T	item	808
CHIPS Credit Repair	item	38
Book Credit	item	
Direct Delivery Wire Notify 1-2	item	4,247
Mail Debit Advice	item	557
Mail Credit Advice	item	648
Phone Outgoing Intl NonRep Wire	item	
Bank Initiated Fed Debit (Phone Outgoing Nonrep Wire)	item	
Bank Initiated Chip Debit	item	
Bank Initiated Acc Debit Transfer	item	
Elec. International Debit	item	
Bank Initiated Book Debit	item	
Electronic Fx Debit	item	
Bank Initiated Fed Debit	item	3
<b>Automated Clearing House</b>		
Ird Creation	item	
Dpc Maintenance	account	22
ACH Internet - Maintenance	account	192
Darc Item Originated	item	1,526
ACH Internet - Debit Originated	item	495,718
ACH Debits\Credits Originated	item	6,452,416
ACH Internet - Credit Originated	item	2,655
Addenda Record	addenda	487,198
ACH Return Item Redeposit	item	70
ACH Return Item	item	18,509
Dpc ACH Return	item	4
Dpc Electronic Resubmit	item	7
ACH Return Email Notification	item	890
ACH Return Item Notif-Transmission	item	16,521
ACH Return US Mail Notif	item	
ACH Return Item Notif-Fax	item	522

TOCPC Apc Item	item	
ACH File Processing	file	4,837
ACH Deletion/Reversal - Manual	item	207
ACH Deletion	item	
ACH Reversals	item	
ACH Daily Transmission Journal	report	208
One Net ACH Setups	account	
ACH Debit Block Maintenance	account	2,087
ACH Ada Authorized ID	item	1,288
Arc Swap of Data	item	4
ACH Email Noc	item	
ACH Noc Trans Reporting	item	
ACH Notification of Change - Email	item	482
ACH Notification of Change - Transm	item	18,477
ACH US Mail Noc	item	
ACH Notification Of Change-Fax	item	718
Arc Hardward Fee	item	
Idd or Dpc New Application	item	
<b>Electronic Data Interchange</b>		
P\$ Monthly Maintenance	account	36
P\$ File Processing	item	735
EDI Transmission Items	item	69,278
P\$ Payment Addenda	addenda	1,841,336
P\$ EDI Payment Orig Debt	item	892,465
P\$ Email Advising	item	
<b>Receiptstream/Enh Rec Svcs</b>		
R\$ EDI Rcvng Monthly Maint	account	
R\$ EDI Fax Report	item	648
R\$ File Processing	item	1,757
R\$ Segment Fee	item	
R\$ EDI Rptg Segment-NACHA	item	2,837,423
R\$ EDI Advice Add'l Page	page	24
EDI Detail Report-Internet	item	532
R\$ EDI Email Report	item	9,202
<b>Information Services</b>		
Acct Maint Fee-45 day History	account	428

Acct Maint Fee-90 day History	account	251
Acct Maint Fee-10 day History	account	6
Transaction Reported	item	479,101
User Module Fee	month	
ACH Returns Report Fee	report	
Special Report Fee	account	6
Account Maintenance	account	2,035
Trans Reported - 45 Day	item	1,236,013
Trans Reported - 90 Day	item	2,318,485
Trans Reported - 1 Year	item	32,917
TOC Special Report Line	item	
Business Fax Prior Day Acct	account	
Cont Disb Check Reported	account	71,904
Business Fax Prior Day Maint	account	
<b>BAI/SWIFT/Iso Reporting</b>		
File Transmission-IRIS	file	
Dt per Account Charge	account	60
BAI Per Check Item Charge	item	189,537
Dt per Check Item Charge	item	6,682
BAI Prior Day Extended Detail	item	260,648
BAI Prior Day Transactions	item	53,754
Dt Prior Day Extended Detail	item	21,823
Dt Prior Day Transactions	item	
Check Items Reported	item	
Extended Detail	item	
Non-Check Items Reported	item	
<b>International Services</b>		
Foreign Check Return (CAD)	check	3
Deposited Check-Canadian	check	204
<b>Online Services</b>		
Online Services Standard Monthly Service	account	
<b>Other Charges and Credits</b>		
Miscellaneous Services PWS CKP Postage		
State & Local Sales Tax		
Miscellaneous Credit - Refund		1

60,642,435

**Appendix II: Matrix of Current Banking Services**

See attached PDF

### **Appendix III: Sample Investment Report**

See attached PDF

**APPENDIX IV FIRREA Documentation**  
**SECURITY AGREEMENT FOR**  
**THE COLLATERALIZATION OF PUBLIC FUNDS**

This Security Agreement is entered into as of \_\_\_\_\_, 20\_\_ between [NAME OF FINANCIAL INSTITUTION]\_\_\_\_\_, [ADDRESS] \_\_\_\_\_, [TAX I.D. NUMBER\_\_\_\_\_], ("Bank"), together with [any successors or assigns], and Department of Treasury, State of Louisiana or any agency or related entity, (the "Public Depositor").

WHEREAS, Bank has agreed to accept deposits from Public Depositor and, pursuant to LA .R.S. 49:301 et seq., including without limitation LA R.S. 49:319, and other applicable laws as amended from time to time (the "Public Funds Law"), Public Depositor must require as security for such deposits certain types of collateral.

NOW, THEREFORE, the parties hereto agree as follows:

1. PLEDGE OF COLLATERAL. As security for current and future deposits by the Public Depositor with Bank and interest thereon (collectively, the "Public Funds"

or the "Secured Obligations"), Bank grants a first priority continuing security interest in favor of Public Depositor in the following property, together with any and all additions thereto, and replacements or substitutions therefor, and proceeds thereof (the "Collateral"):

CUSTODIAL ACCOUNT: Any and all of Bank's existing and hereafter acquired rights to the following custody account(s) and any substitute account(s) into which any securities described below are deposited:

Account Title and Number

Name/Location of Custody Account

---

[additional accounts may be listed on separate paper and attached to this Agreement.]

(collectively, the "Custodial Account(s)"); and

CASH AND OTHER PERSONAL PROPERTY: Any and all of Bank's existing and hereinafter acquired rights to cash, securities (whether certificated or uncertificated), and certificates of deposit or other property, segregated for the benefit of Public Depositor and held in the custodial accounts, including those listed on Attachment "A" together with any additions and substitutions thereto.

2. DELIVERY AND POSSESSION OF COLLATERAL. Bank has delivered and will deliver in the future Collateral in the form of securities, cash and other property of the kind and character acceptable to Public Depositor having an investment grade rating of Baa or BBB or better according to a generally accepted source such as Moody's or Standard & Poor's and sufficient market value to equal at least 102% of the collected amount of Public Funds not insured by any United States governmental agency insuring bank deposits. Without limiting the foregoing, Bank will immediately deliver additional Collateral at any time that the market value of the Collateral falls below such 102% threshold as a result of the surrender to Bank of principal payments and prepayments on mortgage backed securities that make up a portion of the Collateral.

The types of Collateral acceptable to Public Depositor are listed on Attachment "B" hereto, which attachment may be amended from time to time by Public Depositor by delivery of a new attachment to Bank. Any securities acceptable at the time delivered as Collateral, may be retained as Collateral although excluded from such new attachment; provided however that all other standards are and shall continue to be met as provided in this Security Agreement, and further provided that any securities tendered as Collateral shall at the time tendered meet all such requirements and be included on Attachment "B" in effect at that time.

Bank shall deliver such collateral to Public Depositor or, upon written approval of Public Depositor, may deposit such Collateral with a federally insured bank or trust company (a "Non-Fed Custodian") or with the Federal Home Loan Bank in Dallas or the Federal

Reserve Bank or one of its branches (each, a “Federal Custodian”) (collectively, the “Custodian”).

Collateral deposited with a Non-Fed Custodian shall be held under joint safekeeping or custody receipts provided to and acceptable to Public Depositor. Collateral deposited with a Federal Custodian shall be held in a joint custody account as established by the Federal Custodian for collateral to secure public funds and evidenced by a joint or safekeeping custody receipt. Collateral held by any Custodian, as herein described, shall be deemed to be under the control and in the possession of Public Depositor. Public Depositor designates the Custodian as its agent for purposes of holding the Collateral in accordance with the terms hereof.

3. CHANGES IN COLLATERAL. Bank may (i) add Collateral at any time by delivering such additional Collateral to Public Depositor or the Custodian, as applicable; (ii) secure the release of Collateral with the written approval of Public Depositor, which approval shall not be unreasonably withheld, by delivering to the Custodian a fully executed approval letter substantially in the form of Attachment C; and (iii) as permitted in accordance with La. R.S. 10:8-106 (f), may substitute as Collateral by delivering securities of the type listed on Attachment “A” of like kind and market value as the securities for which they are to be substituted, provided that Bank shall notify Public Depositor of such substitution at same time Bank initiates the substitution, but in no event later than 5:00 PM central time on the date such substitution occurs. Public Depositor further acknowledges and agrees that certain Collateral may from time to time be subject to repurchase in accordance with accepted industry standards and practices, and that in such case Bank shall substitute replacement Collateral for any Collateral sold pursuant to such a repurchase agreement. Bank hereby grants a first priority continuing security interest in any additional, and substitute or replacement Collateral delivered pursuant to this Section in favor of the Public Depositor to secure the Secured Obligations.

4. ADDITIONAL SECURITY INTEREST DOCUMENTS. Bank will execute, on written demand by Public Depositor, such additional instruments as may be reasonably required by Public Depositor on any substitutions for or additions to any of the Collateral.

5. REPORTS. Bank shall provide reports on a monthly basis stating the type of Collateral pledged to Public Depositor, the CUSIP Number, interest rate, maturity, par value and market value, determined pursuant to state law, of any securities constituting Collateral, and other information as may be reasonably requested by Public Depositor. With respect to Mortgage Backed Securities (MBS), Bank shall also provide the par value, pledged par value, and market value of each such security.

6. CONTINUING SECURITY INTEREST/TERMINATION. The security interest granted hereby shall continue to exist until either: (a) the written notification by Bank to Public

Depositor of its intent to no longer act as a depository for Public Funds and termination of all accounts of Public Depositor with Bank, or (b) the written notification by Public Depositor to Bank of its intent to terminate its customer relationship with Bank and the removal of all of its Public Funds from deposit with Bank.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Bank represents and warrants to Public Depositor that:

- (a) Except as otherwise permitted under this Agreement, it owns the Collateral free and clear of any liens, claims, restrictions or encumbrances;
- (b) It will not sell, mortgage, encumber or otherwise alienate, substitute or release any of the Collateral, except as provided in this Agreement; and
- (c) It is duly authorized to enter into this Agreement and will maintain in its official records evidence of the due authorization of this Agreement and the granting of a continuing security interest in the Collateral, all in compliance with the provisions of 12 USC 1823(e).

8. FAILURE TO MAINTAIN ADEQUATE COLLATERAL. If Bank fails to maintain adequate Collateral as required by Section 2 hereof and such failure is not cured within five (5) business days of notice by Public Depositor to Bank, then Public Depositor shall have the right to withdraw its collected Public Funds from Bank without payment of any withdrawal penalty, other than penalties the waiver of which is prohibited by law.

9. EVENT OF DEFAULT; REMEDIES/CONFESSION OF JUDGMENT.

Upon occurrence, the appointment of a receiver or conservator under federal and/or state banking or similar laws, or the initiation by or against Bank of any liquidation or dissolution proceeding, shall constitute an Event of Default by Bank, and Public Depositor thereupon may take possession of and sell Collateral of a value equal to the Secured Obligations at either public or private sale, with or without advertisement or notice to Bank, and apply the proceeds to the payment of the Secured Obligations. The sale may be in any place chosen by the Public Depositor, and shall convey the Collateral absolutely to the purchaser.

If and when a receiver or conservator is appointed for Custodian under federal and/or state banking or similar laws, or there is commenced by or against Custodian any liquidation or dissolution proceeding, Bank shall as soon as practicable transfer the Securities to such other Custodian as designated by Public Depositor. If the Securities are returned to Bank, Bank shall hold the Securities in trust as trustee on behalf of Public Depositor and Bank shall, as soon as practicable, transfer the Securities to such other custodian as designated by Public Depositor.

Bank hereby confesses judgment in favor of Public Depositor or any successor thereto for the full amount of the Secured Obligations and authorizes Public Depositor to cause all or any portion of the Collateral to be seized and sold under executory process with or without appraisal, appraisal being hereby expressly waived, as an entirety or in parcels, as Public Depositor may determine, to the highest responsible bidder for cash. All usual and necessary expenses and commissions incurred by Public Depositor, including attorney=s fees, in connection with any action hereunder may be deducted from the proceeds of the sale and shall constitute Secured Obligations. Upon sale of the Collateral and reimbursement of Public Depositor for the full amount of the Secured Obligations and all expenses and commissions, any excess funds received as a result of such sale shall be delivered to Bank.

In addition, Public Depositor shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

10. MISCELLANEOUS. This Agreement shall be construed according to the laws of the State of Louisiana. Any failure by the Public Depositor to insist on strict performance by Bank of any of the terms and provisions of this Agreement, shall not be deemed to be a waiver of any of the terms and provisions thereof, and Public Depositor,

notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Bank of any and all of the terms and provisions of the agreements to be performed by Bank. In the event of any conflict between the provisions of this Agreement and Bank's rules and regulations governing deposits, the provisions of the Agreement shall govern.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year indicated above.

Bank:

\_\_\_\_\_

By:

\_\_\_\_\_

Public

Depositor:

\_\_\_\_\_

By:

\_\_\_\_\_

This Security Agreement  
was approved by Bank's  
Board of Directors or  
Executive Loan Committee on

\_\_\_\_\_

#### **DESIGNATION OF CUSTODIAN**

Bank and Public Depositor hereby agree that the bank designated below may serve as Custodian under the terms of this Agreement.

Custodian\_\_\_\_\_

Address\_\_\_\_\_

Telephone\_\_\_\_\_

Fax\_\_\_\_\_

E-mail\_\_\_\_\_

RESOLUTION BY THE BOARD OF DIRECTORS  
FOR COLLATERALIZATION OF PUBLIC FUNDS

At a duly convened meeting of the Board of Directors of (“Bank”), on the \_\_\_ day of \_\_\_\_\_, 200\_\_\_, at which a quorum was present, the following resolutions, upon a motion duly made and seconded, were adopted and entered into the minutes of Bank.

WHEREAS, Bank has agreed to serve as fiscal agent for the deposit of funds of the Department of Treasury of the State of Louisiana and its agencies and related entities (collectively the “Public Body”), which funds may now or in the future be deposited with Bank in the accounts listed or identified by number on Attachment “A” hereto, and any other accounts that may be added by the Public Body at any time from the date of these resolutions, and

WHEREAS, in accordance with state law, Bank desires to secure the funds deposited by Public Body with the Bank by granting to the Public Body a first priority continuing security interest in securities acceptable to the Public Body.

THEREFORE, BE IT RESOLVED, that \_\_\_\_\_ and of the Bank are hereby authorized, empowered and directed to grant a first priority security interest to the Public Body in such assets owned by the Bank as required by state law to be delivered to and held by the Public Body, or its agent, as a pledge to guarantee and secure the payment by the Bank of all deposits made with it by the Public Body, and that such officers are further authorized, empowered and directed, from time to time, to deposit other and additional assets and grant a security interest therein whenever required by the Public Body or state law and to make substitutions of any pledged assets in accordance with the terms of the Security Agreement of the Collateralization of Public Funds (the “Security Agreement”) attached hereto and made a part hereof;

BE IT FURTHER RESOLVED, that such officers are hereby authorized, empowered and directed, on behalf of the Bank, to enter into and execute any and all documents required by the Public Body to fulfill the purpose of the foregoing resolution, including without limitation the Security Agreement, and all reasonable amendments thereto and variations thereof made in their discretion, and to take all such other actions to fulfill the Bank=s obligations under the Security Agreement as such officers shall, in their sole discretion deem necessary or desirable.

BE IT FURTHER RESOLVED, that \_\_\_\_\_ is hereby appointed to act as Custodian of the securities pledged by the Bank to the Public Body in accordance with the terms set forth in the Security Agreement;

[the following resolution should be adopted if the Custodian is not a federal agency]

[BE IT FURTHER RESOLVED, that \_\_\_\_\_ and \_\_\_\_\_ are hereby authorized, empowered and directed, on behalf of the Bank, to enter into and execute the Custodian Agreement (the "Custodian Agreement"), attached hereto and made a part hereof, and all reasonable amendments and variations thereof made in their discretion, and to deliver to the Custodian the securities pledged to the Public Body pursuant to the terms of the Security Agreement to be held by it on behalf of the Public Body;]

[the following resolution should be adopted if the Custodian is a federal agency]

[BE IT FURTHER RESOLVED, that the resolutions approving the appointment of as Custodian attached hereto are hereby adopted in their entirety as if fully stated herein;]

BE IT FURTHER RESOLVED, that the execution by the Bank of an application to act as fiscal agent for the Public Body is hereby approved and ratified, effective as of \_\_\_\_\_, the initial date of such pledge;

BE IT FURTHER RESOLVED, that all actions heretofore taken by the officers of the Bank with respect to the actions described in the foregoing resolutions are hereby ratified, approved and confirmed as the valid and binding acts and deeds of the Bank; and

BE IT FURTHER RESOLVED that these resolutions shall be included in the minutes of this Board of the Bank and the fiscal agent application, the Security Agreement [and the Custodian Agreement] shall constitute official records of this Bank in accordance with Section 1823(e) of the Federal Deposit Insurance Act, as amended.

I, \_\_\_\_\_, Secretary of the Bank, do hereby certify that the above resolutions duly adopted on \_\_\_\_\_, 200\_\_ constitute a true and correct copy of the official corporate resolutions.

—

\_\_\_\_\_

Secretary

## CUSTODIAN AGREEMENT

This Custodian Agreement (the "Agreement") is entered into by and among \_\_\_\_\_ ("Bank"), the Louisiana Department of the Treasury ("Public Depositor") and ("Custodian") as of this \_\_\_\_ day of \_\_\_\_\_, 200\_.

WHEREAS, Bank and Public Depositor have entered into a Security Agreement for the Collateralization of Public Funds (the "Security Agreement") dated , 200\_\_, providing for the pledge of securities to Public Depositor to secure the repayment of funds deposited by Public Depositor with Bank; and

WHEREAS, Public Depositor and Bank wish to appoint Custodian as agent for Public Depositor to hold in custody on behalf of Public Depositor certain securities (the "Securities") pledged by Bank to Public Depositor pursuant to the Security Agreement in accordance with the terms set forth below.

NOW, THEREFORE, the parties hereto agree as follows:

1. Public Depositor and Bank hereby appoint Custodian, and Custodian hereby accepts such appointment, to act on behalf of Public Depositor as custodian of the Securities in which Public Depositor has a perfected security interest, described in the Security Agreement; Custodian further agrees to hold such Securities under joint safekeeping receipts and apply the same, or any substitutions therefore, or additions thereto, for the purpose set forth in the Security Agreement, upon the terms and conditions hereinafter contained.

2. No Securities at any time held by Custodian hereunder shall be released without the written approval of Public Depositor, which approval shall not be unreasonably withheld, by delivering to the Custodian a fully executed approval letter substantially in the form of Attachment "C" to the Security Agreement. However, unless and until Custodian receives notice from Public Depositor, as provided herein, Bank may substitute Collateral by providing securities of the type listed on Attachment A of the Security Agreement of like kind and market value as the securities for which they are to be substituted, as permitted in accordance with La. R.S. 10:8-106 (f), provided that Bank shall notify Public Depositor of any substitution at the same time Bank initiates the substitution, but in no event later than 5:00 PM Central Time on the date such substitution has been completed, and further provided that Custodian shall notify Public Depositor of any substitution at the same time Custodian receives instructions from Bank to initiate substitution.

3. (a) After receipt from Public Depositor of a written demand, Custodian shall immediately deliver to Public Depositor the Securities held hereunder, or such portion thereof as may be demanded, for the purpose of protecting Public Depositor against loss by reason of the default of Bank as specified in the Security Agreement; and Custodian shall immediately disregard any further notice or instruction by or on behalf of Bank. Such demand shall state the dollar amount of the collected balance of

Public Depositor's accounts with Bank as of the date of the demand and any costs or expenses for which Public Depositor is entitled to reimbursement under the Security Agreement, and the request that Custodian deliver to Public Depositor, for sale by Public Depositor, Securities with a market value equal to or greater than such reported balance and costs and expenses.

(b) If and when a receiver or conservator is appointed for Custodian under federal and/or state banking or similar law, or there is commenced by or against Custodian any liquidation or dissolution proceeding, Custodian shall as soon as practicable transfer the Securities to such other custodian as is designated by Public Depositor upon receipt of written demand by Public Depositor. If the Securities are delivered to Bank, Bank shall hold the Securities in trust as trustee on behalf of Public Depositor and Bank shall, as soon as practicable transfer the Securities to such other custodian as is designated by Public Depositor.

4. Custodian shall receive a fee for its services hereunder as set forth on Attachment "1" hereto. Custodian under no circumstances shall be held responsible to Public Depositor or Bank for any loss arising from any cause whatsoever except such as may arise solely from its failure to comply with the terms and conditions in this Custodian Agreement, or from its negligence, or willful misconduct, or that of its officers, employees or duly authorized agents.

5. Until receipt of notice by Public Depositor under paragraph 3(a), Custodian shall send to Bank all income on the securities at any time held hereunder. Further, Custodian shall send to Bank all periodic coupon income on securities and all principal payments and prepayments on mortgage-backed securities at any time held hereunder. After receipt of the notice, under paragraph 3(a), Custodian shall hold all such income, periodic coupon income and repayments for the benefit of Public Depositor.

6. Whenever the written consent of Public Depositor or Bank is required hereunder, the written consent of any authorized representative or agent of Public Depositor or of Bank, as specified in writing to Custodian by Public Depositor and Bank from time to time, shall satisfy such requirements.

7. The parties hereto bind themselves and their successors and assigns, including any acquirer of the deposits of Bank, for the faithful performance of the terms and conditions of this Agreement.

8. (a) This Agreement shall automatically terminate upon termination of the Security Agreement. Notice of termination of the Security Agreement shall be provided to Custodian by Public Depositor as soon as practicable. Custodian shall not honor any purported notice of termination from Bank.

(b) This Agreement shall terminate upon delivery by Custodian of the Securities to Public Depositor pursuant to Paragraph (3) hereof;

(c) Further, this Agreement may be terminated 10 days after receipt of written notice from Bank and Public Depositor to Custodian.

(d) This Agreement may be terminated 30 days after receipt of written notice from Custodian to Public Depositor and Bank.

(e) Upon termination, Custodian shall immediately transfer the Securities to such other Custodian as is designated by Public Depositor. If the Securities are delivered to Bank, Bank shall hold the Securities in trust as trustee on behalf of Public Depositor and Bank shall, as soon as practicable, transfer the Securities to such other Custodian as is designated by Public Depositor.

9. This Agreement is not intended, and shall not be construed, to constitute Custodian as a fiscal agent of Public Depositor.

10. This Agreement shall be construed according to the laws of the State of Louisiana.

11. Order of interpretation.

1. The Contract will be awarded to the responsible proposer whose proposal conforms to the RFP, and is the most advantageous to the state, price and other factors taken into consideration.

2. The State Treasurer's Office reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received.

12. Any notices, including quarterly collateral statements, shall be sent to the respective parties at the following addresses:

Public Depositor Address

\_\_\_\_\_  
\_\_\_\_\_

Custodian Address:

\_\_\_\_\_  
\_\_\_\_\_

Bank Address:

\_\_\_\_\_

13. Legislative Auditor Requests. The Bank and Custodian shall, to the extent permitted by law, cooperate fully with the Legislative Auditor of the State of Louisiana and with any and all auditors or examiners employed by the Public Depositor (collectively, the "Auditor"). The Bank and Custodian shall make available to the Auditor at the Bank's and Custodian's respective headquarters during normal business hours,

and/or provide copies of, any or all documents requested by the Auditor under this authority. The Bank and Custodian shall cooperate with regard to any audits or investigation requested by the Auditor with respect to any and all accounts of the Public Depositor.

IN WITNESS WHEREOF, the Public Depositor and Bank have caused this instrument to be executed by their duly authorized officers as of the date first written.

Public Depositor:

By: \_\_\_\_\_

Bank:

By: \_\_\_\_\_

Accepted and Approved:

Custodian:

By: \_\_\_\_\_



**Appendix V**  
ACCEPTABLE COLLATERAL  
COLLATERALIZATION FOR STATE DEPOSITS

ACCEPTABLE SECURITIES

- I. Direct Obligations of the U.S. Treasury
  - A. Treasury Bills, Notes, Bonds and Strips (Separate Trading of Registered Interest and Principal of Securities).
  
- II. Obligations of U.S. Government Agencies and Government Sponsored Enterprises from a list published by the Treasurer in Louisiana Administrative Code, Title 71 Treasury Public Funds, Chapter 5 Permissible Investments, Section 501 U.S. Government Agency Obligations , Paragraph A
  - A. Government National Mortgage Association (GinnieMae, GNMA);
  - B. Federal Agriculture Mortgage Corporation (FAMC);
  - C. Farm Credit Financial Assistance Corporation (FCFAC);
  - D. Farm Credit System Banks (FFCB);
  - E. Farmers Home Administration (FmHA);
  - F. Federal Home Loan Banks (FHLB);
  - G. Federal Home Loan Mortgage (FreddieMac, FHLMC);
  - H. Financing Corporation (FICO);
  - I. Federal Land Bank Bonds (FLBB);
  - J. Federal National Mortgage Corporation (FannieMae, FNMA);
  - K. Resolution Funding Corporation (REFCO);
  - L. Small Business Administration (SBA);
  - M. Federal Deposit Insurance Corporation (FDIC);
  - N. Tennessee Valley Authority (TVA);
  
- III. Municipal Bonds
  - A. Bonds of the State of Louisiana, however secured, including State Agencies, with a minimum investment grade rating of Baa (Moody's)/BBB(Standard & Poor's). Certain exceptions are enumerated hereinafter.
  
  - B. Tax supported bonds of Parishes, Municipalities, School Boards and other Political Subdivisions of the State.
  
- IV. Letters of Credit from a Federal Home Loan Bank issued to the Treasury of the State of Louisiana. (No Pledges of Letters of Credit).

UNACCEPTABLE SECURITIES

- I. Bonds or other securities in default, either in principal or in interest
- II. Non-Federal out-of-state bonds or notes
- III. Securities without a readily determinable market value from a party independent of the issuer and the State Treasury
- IV. Money Market Instruments
  - A. Bankers Acceptances
  - B. Certificates of Deposit
  - C. Commercial Paper
- V. International Obligations
- VI. Pledges of Letters of Credit

NOTES (IN ALL CAPS FOR EMPHASIS)

NOTE 1: MARKET VALUE EXCLUDES ANY ACCRUED INTEREST ON THE SECURITIES.

NOTE 2: STRIPS MUST MATURE IN 10 YEARS OR LESS.

NOTE 3: THE TREASURY WILL ACCEPT AS COLLATERAL SUCH SECURITIES ISSUED BY THE NAMED AGENCIES SUCH AS DISCOUNT NOTES, NOTES, DEBENTURES, BONDS, PARTICIPATION CERTIFICATES, MORTGAGE-BACKED SECURITIES, COLLATERALIZED MORTGAGE OBLIGATIONS (SEQUENTIAL TRANCHES AND PLANNED AMORTIZATION TRANCHES ONLY), REAL ESTATE MORTGAGE INVESTMENT CONDUITS (SEQUENTIAL TRANCHES AND PLANNED AMORTIZATION TRANCHES ONLY), ADJUSTABLE RATE MORTGAGES, FLOATING RATE NOTES, AND STEP-UP NOTES OF VARIOUS MATURITY, CALL AND PUT FEATURES.

NOTE 4: THE STATED MATURITY OR THE AVERAGE LIFE OF ANY COLLATERALIZED MORTGAGE OBLIGATIONS (CMOs) OR REAL ESTATE INVESTMENT CONDUITS (REMICS) MAY NOT EXTEND BEYOND 15 YEARS UNDER ANY STANDARD PREPAYMENT MODEL OR STRESS TEST.

NOTE 5: CMOs AND REMICS ARE TO BE AGENCY ISSUED, NOT TO BE CONFUSED WITH PRIVATE LABEL CMOs WHOSE UNDERLYING INVESTMENTS MAY BE AGENCY SECURITIES.

NOTE 5: UNDER NO CIRCUMSTANCES WILL THE TREASURY ACCEPT ANY RESIDUALS, INTEREST ONLY, PRINCIPAL ONLY, INVERSE FLOATER, STRUCTURED NOTE, COMPANION TRANCHES, TARGETED AMORTIZATION CLASS (TAC) TRANCHES, ZERO COUPON BONDS, OR MORTGAGE-BACK STRIPS ISSUED BY ANY OF THE NAMED AGENCIES.

**Appendix VI**  
SAMPLE RELEASE AND SUBSTITUTION DOCUMENT

Department of Treasury  
State of Louisiana  
P.O. Box 44154  
Baton Rouge, Louisiana 70804

Attn: Investment Officer

Please instruct the Federal Reserve Bank of Boston (fax # 877-973-8972) to release and substitute the following collateral against your deposits at \_\_\_\_\_ Bank.

Collateral Released:

CUSIP	Description/Coupon/Maturity	Original Par Amount	Current Par Amount	Market Value

Collateral Substituted:

CUSIP	Description/Coupon/Maturity	Original Par Amount	Current Par Amount	Market Value

The reason for the release is checked below:

- Security matured or called
- Security being sold

The security will be held at the Federal Reserve Bank of Boston, in your account: F\_\_\_\_.

Sincerely,

Investment Manager



**Appendix VII  
APPLICATION FOR DESIGNATION BY  
THE INTERIM EMERGENCY BOARD  
AS A STATE DEPOSITORY/FISCAL AGENT  
FOR THE PERIOD JULY 1, 2011, TO JUNE 30, 2016**

**Name of Financial Institution:** \_\_\_\_\_

**Mail Address:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

The above named financial institution does hereby make application to the Interim Emergency Board for designation as a State Depository/Fiscal Agent under the provisions of Sections 317 and 320 of Title 49 of the Louisiana Revised Statutes of 1950. Said designation shall take effect upon approval of the Interim Emergency Board and shall expire on a date determined by the Board unless the Louisiana Department of the Treasury recommends the revocation of said designation prior to that date.

The undersigned agrees that the above named financial institution shall:

- (a) Maintain deposit insurance through the Federal Deposit Insurance Corporation or the National Credit Union Administration or their successors and shall notify the Department of the Treasury immediately, in writing, if such deposit insurance is to be terminated and
- (b) Maintain collateral for any funds on deposit by any state depositing authority (as defined by Section 319 of Title 49 of the Louisiana Revised Statutes of 1950) which shall exceed at any time the amount insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration by the pledge of securities in the manner provided by R.S. 6:748.1 and R.S. 49:321.

Attached to and as a part of this official application is the following documentation:

**For Banks:** The twelve-month Consolidated Report of Condition and Income as of December 31 for the preceding two years.

**For Savings and Loan Associations:** The twelve-month Office of Thrift Supervision Thrift Financial Report as of December 31 for the preceding two years.

**For Credit Unions:** The Year-End Statement of Financial Condition as of December 31 for the preceding two years.

**The undersigned does hereby declare that this application is true to the best of his/her knowledge and belief and that the above named institution agrees to comply with the conditions and statutes prescribed above.**

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Area Code and Telephone Number

\_\_\_\_\_  
Name and Title of Officer

\_\_\_\_\_  
Date of Application

***Return this completed original application, one photocopy of it and only one copy of the required documentation to:***

Interim Emergency Board  
Post Office Box 44500  
Baton Rouge, Louisiana 70804-4500













	DHH - OPH	Civil Service	DHH - Meidcal	DHH - NW LA	DHH - NE	LWC	DHH - Acadiana	DHH - Cap	DHH - Central	DHH - Florida	DHH - Imp	DHH - Metro	DHH - OPH	DEQ	Agriculture	DHH - Meidcal	DPS	Revenue							
<b>Account Services</b>	100825610	100825620	100825630	100825650	100825660	100825670	100825680	128807560	153082500	170208680	195668295	195668306	217151728	235052083	235052095	235052106	235052117	235052128	235052139	428295567	448881941	452855211	472874853	518102376	530706501
Extended Detail																									
Non-Check Items Reported																									

<b>International Services</b>																									
Foreign Check Return (CAD)																									
Deposited Check-Canadian																									

<b>Chase Online Services</b>																									
CCO Standard Monthly Service																									

<b>Other Charges and Credits</b>																									
Miscellaneous Services PWS CKP																									
Postage																									
State & Local Sales Tax																									

Premium Assessment Fee













	Revenue	DOA	Revenue	Military	Prison Enterprises	DEQ	DPS - OSP	WL&F	Insurance	LWC	LWC	LWC	LWC	LSMSA	Group Benefits	DCFS	Insurance	DPS-OMV	DPS-OMV	Uniform Payroll	LOSFA	Revenue	Education	Secretary of State	DHH - OPH	DHH - OPH
<b>Account Services</b>	530706519	562330097	569766962	630570716	635871247	635871544	635871585	645888025	645888520	645889577	645889585	645889593	645889601	656277253	662114339	662114362	662114479	662114495	662114669	686815192	686841610	686842741	686880475	693358194	700321314	700321357
Extended Detail																										
Non-Check Items Reported																										

<b>International Services</b>																											
Foreign Check Return (CAD)																											
Deposited Check-Canadian							x																				

<b>Chase Online Services</b>																											
CCO Standard Monthly Service																											

<b>Other Charges and Credits</b>																											
Miscellaneous Services PWS CKP																											
Postage																											
State & Local Sales Tax																											

Premium Assessment Fee x x x x



























	DHH - Metro HSD	Group Benefits	DEQ	WL&F	Insurance	WL&F	WL&F	Cosmetology Bd	Secretary of State	Treasurer	Group Benefits	DHH - NE Delata HSD	Group Benefits	Secretary of State	Agriculture	Agriculture	DOA	DOA	DHH - Meidcal Vendor Admin	DHH - Acadiana HSD	DHH - Central HSD	DHH - Imp Cal HSD	DHH - NW LA HSD	DHH - Pinecrest	DHH - OAAS	DHH - S Central LA HSD	
<b>Account Services</b>	789599610	789611878	789633765	789701562	790129159	790295885	790295893	790415954	816449813	816643613	816946685	817190275	836583674	837195163	837453471	837453489	838241362	838241370	838612737	838613008	838613420	838613545	838613669	838613818	838613974	838614139	
Extended Detail																	X	X									
Non-Check Items Reported																	X	X									

<b>International Services</b>																												
Foreign Check Return (CAD)																												
Deposited Check-Canadian																												

<b>Chase Online Services</b>																												
CCO Standard Monthly Service																												

<b>Other Charges and Credits</b>																												
Miscellaneous Services PWS CKP																												
Postage																												
State & Local Sales Tax																												

Premium Assessment Fee







	DHH - Medicaid Vendor Admin	DOA	DPS-OMV	Revenue	DOA	RSD	DHH - OPH	Agriculture	Corrections	Revenue	Revenue	Revenue	Revenue	Group Benefits	DCFS	DPS-OMV	Uniform Payroll	DPS	ORM	Treasurer	DCFS	DCFS	Revenue	Revenue	Revenue	Revenue
Account Services	838621837	935585984	935600403	935849778	936393784	936708718	936811868	937255826	937292183	937524486	937740546	937740553	945955409	950000590	950000620	950000647	950000655	950000663	950000671	950000698	950000728	950000736	950001082	950001104	950001112	950001147
Image Group Two										X																
Image Group Two-Tier 2										X																
IRD Select																										
On US Premium										X																
Ird Period Three																										
Image Group One-Period Two																										
Image Group One-Period Three										X																
Image Quality Suspect Items										X																
Non-Conforming Image Items																										
ACH Eligibility Testing/Filter																										
Data Download																										

Disbursement Services																											
Checks/Debits Posted				X	X										X					X	X					X	X
Controlled Disb Funding																X			X		X			X	X	X	X
Check Photocopy Retrieval																											
Controlled Disb Acct Maintenance																X	X	X		X	X		X	X	X	X	X
Check Print Online Maintenance					X																						
Check Print Maintenance																		X									
Controlled Disb Check Posted																		X	X	X	X		X	X	X	X	X
Range Stop Payment-Electronic																											
Commercial Check Cashing																											
Stop Pmnt Automatic Renewal														X						X				X			X
Stop Payment-Manual																											
Range Stop Payment-Manual																											
Check Cashing Non-Acct Holder																		X		X	X				X	X	
Stop Payment Automatic Renewal					X													X	X						X		
Image Transmission Per Trans					X																				X		
Image Transmission Per Item					X																			X	X	X	X
Pws Imaging Maintenance					X														X								
Image Retrieval Per Retrieve					X													X		X					X	X	X
PWS Image Retrieval>91 Day					X									X											X	X	X
Check Print File Upload					X																						
Check Print Register File																											
Check Print Input File																											
Check Print Per Item					X																						
Paper Check Return Items																											
Data Download																											
PWS Exception-notif-Acct														X				X		X	X				X	X	
Stop Payment-Electronic					X													X		X					X	X	
PWS Check Inquiry Maintenance					X											X		X									
PWS Recon Report/Stmt Maintenance					X													X	X								

Reconciliation Services																											
Deposit Recon Maintenance																											
Deposit Recon Items																											
Positive Pay No Recon-Maintenance					X									X			X	X	X	X					X	X	
Payee Name Verification					X																X						
Check Exeception Return																		X							X	X	
Check Sort By Serial Number																											
Check Serial Sort Maintenance																											
Image Capture Per Item					X													X		X	X		X	X	X	X	X
CD ROM														X				X		X	X						
CD ROM Additional Media														X													
CD Rom Maintenance														X				X		X	X						
Full Reconciliation Maintenance					X									X				X	X	X				X	X	X	X





	DHH - Meidcal Vendor Admin	DOA	DPS-OMV	Revenue	DOA	RSD	DHH - OPH	Agriculture	Corrections	Revenue	Revenue	Revenue	Revenue	Group Benefits	DCFS	DPS-OMV	Uniform Payroll	DPS	ORM	Treasurer	DCFS	DCFS	Revenue	Revenue	Revenue	Revenue
	838621837	935585984	935600403	935849778	936393784	936708718	936811868	937255826	937292183	937524486	937740546	937740553	945955409	950000590	950000620	950000647	950000655	950000663	950000671	950000698	950000728	950000736	950001082	950001104	950001112	950001147
<b>Account Services</b>																										
Extended Detail																					X					
Non-Check Items Reported																					X					

<b>International Services</b>																										
Foreign Check Return (CAD)																										
Deposited Check-Canadian																										

<b>Chase Online Services</b>																										
CCO Standard Monthly Service																										

<b>Other Charges and Credits</b>																										
Miscellaneous Services PWS CKP																										
Postage																										
State & Local Sales Tax																										

Premium Assessment Fee x



































	DCFS	LA Financial Institutions	CRT	DCFS	CRT	DHH - Medical Vendor Admin	LOSFA	DCFS	DCFS	OJJ	DNR	Revenue	Revenue	DOTD	Revenue
Account Services	7900406368	7900406503	7900406511	7900406538	7900406554	7900406589	7900406651	7900406686	7900406694	7900406708	7900406716	7900406775	7900419877	7900612634	7900627984
Image Group Two															
Image Group Two-Tier 2															
IRD Select															
On US Premium															
Ird Period Three															
Image Group One-Period Two															
Image Group One-Period Three															
Image Quality Suspect Items															
Non-Conforming Image Items															
ACH Eligibility Testing/Filter															
Data Download															

Disbursement Services															
Checks/Debits Posted	x					x	x	x				x	x	x	x
Controlled Disb Funding															
Check Photocopy Retrieval															
Controlled Disb Acct Maintenance															
Check Print Online Maintenance															
Check Print Maintenance															
Controlled Disb Check Posted															
Range Stop Payment-Electronic															
Commercial Check Cashing															
Stop Pmnt Automatic Renewal															
Stop Payment-Manual															
Range Stop Payment-Manual															
Check Cashing Non-Acct Holder						x									
Stop Payment Automatic Renewal	x					x		x					x		
Image Transmission Per Trans															
Image Transmission Per Item															
Pws Imaging Maintenance															
Image Retrieval Per Retrieve						x									x
PWS Image Retrieval>91 Day						x									
Check Print File Upload															
Check Print Register File															
Check Print Input File															
Check Print Per Item															
Paper Check Return Items															
Data Download															
PWS Exception-notif-Acct								x							
Stop Payment-Electronic						x									
PWS Check Inquiry Maintenance		x													
PWS Recon Report/Stmt Maintenance															

Reconciliation Services															
Deposit Recon Maintenance															
Deposit Recon Items															
Positive Pay No Recon-Maintenance								x							
Payee Name Verification															
Check Exeception Return															
Check Sort By Serial Number															
Check Serial Sort Maintenance															
Image Capture Per Item	x					x		x	x				x		x
CD ROM															
CD ROM Additional Media															
CD Rom Maintenance															
Full Reconcilement Maintenance													x		







**Trade Receivables and Payables - Prior Month-End**  
As of: 31-May-2015

**No Data for this Report - Run ID 290754296**

## Account Sort As of: 31-May-2015

Institutional Accounting

All Positions Template

Account: P 15249 WALLACE GRANT FUND- TREASURER OF LA  
Base Currency Code USD

Asset ID Security Qualifier	Security Description	Shares Par	Market Price	Original Cost	Market Value	Unrealized Gain/Loss	Accounting Asset Group
46699A9B4	JPMORGAN US TREAS PLUS MMKT FUND INST SHARES -	67,741.1900	100.000000	67,741.19	67,741.19	0.00	MONEY MARKET
<b>TOTAL: P 15249</b>		<b>67,741.1900</b>		<b>67,741.19</b>	<b>67,741.19</b>	<b>0.00</b>	

**Account Sort**  
As of: 31-May-2015

Institutional Accounting

All Positions Template

**Account: P 15250 LSED BONDS - TREASURER OF LA**  
**Base Currency Code USD**

Asset ID Security Qualifier	Security Description	Shares Par	Market Price	Original Cost	Market Value	Unrealized Gain/Loss	Accounting Asset Group
546410CD1	LOUISIANA STAD & EXPOSITION DIST REV	50,000,000.0000	38.931000	50,000,000.00	19,465,500.00	(30,534,500.00)	MUNICIPAL BOND
<b>TOTAL: P 15250</b>		<b>50,000,000.0000</b>		<b>50,000,000.00</b>	<b>19,465,500.00</b>	<b>(30,534,500.00)</b>	

## Account Sort As of: 31-May-2015

Institutional Accounting

All Positions Template

Account: P 15251      TREASURY MODEL - TREASURER OF LA  
Base Currency Code USD

Asset ID Security Qualifier	Security Description	Shares Par	Market Price	Original Cost	Market Value	Unrealized Gain/Loss	Accounting Asset Group
3135G0D75	FEDERAL NATIONAL MORTGAGE ASSOCIATION NOTES FIXED	27,000,000.0000	99.513000	26,905,770.00	26,868,510.00	(37,260.00)	CORPORATE BOND
3135G0WJ8	FEDERAL NATIONAL MORTGAGE ASSOCIATION NOTES FIXED	28,000,000.0000	99.512000	27,940,080.00	27,863,360.00	(76,720.00)	CORPORATE BOND
912828G79	UNITED STATES OF AMERICA NOTES FIXED 1%	25,000,000.0000	100.508000	24,974,609.38	25,127,000.00	152,390.62	TREASURY NOTE
912828NZ9	UNITED STATES OF AMERICA NOTES FIXED 1.25%	20,000,000.0000	100.391000	19,973,437.50	20,078,200.00	104,762.50	TREASURY NOTE
<b>TOTAL: P 15251</b>		<b>100,000,000.0000</b>		<b>99,793,896.88</b>	<b>99,937,070.00</b>	<b>143,173.12</b>	

**Account Sort**  
As of: 31-May-2015

Institutional Accounting

All Positions Template

**Account: P 15252 LA EDUCATION EXCELLENCE FUND - TREASURER OF LA**  
**Base Currency Code USD**

Asset ID Security Qualifier	Security Description	Shares Par	Market Price	Original Cost	Market Value	Unrealized Gain/Loss	Accounting Asset Group
3133EA5V6	FEDERAL FARM CREDIT BANK CALLABLE BOND FIXED .62%	2,000,000.0000	99.934000	1,998,000.00	1,998,680.00	680.00	CORPORATE BOND
46699A9B4	JPMORGAN US TREAS PLUS MMKT FUND INST SHARES -	10,735,349.7900	100.000000	10,735,349.79	10,735,349.79	0.00	MONEY MARKET
88579YAF8	3M CO MEDIUM TERM NOTE FIXED 2% 26/JUN/2022 USD	6,000,000.0000	98.011000	5,910,900.00	5,880,660.00	(30,240.00)	CORPORATE BOND
912828VB3	UNITED STATES OF AMERICA NOTES FIXED 1.75%	4,000,000.0000	98.508000	3,841,562.50	3,940,320.00	98,757.50	TREASURY NOTE
931142CX9	WAL-MART STORES INC NOTES FIXED 1.5% 25/OCT/2015	2,500,000.0000	100.462000	2,486,475.00	2,511,550.00	25,075.00	CORPORATE BOND
<b>TOTAL: P 15252</b>		<b>25,235,349.7900</b>		<b>24,972,287.29</b>	<b>25,066,559.79</b>	<b>94,272.50</b>	

**Account Sort**  
As of: 31-May-2015

Institutional Accounting

All Positions Template

**Account: P 15253      START GRANTS - TREASURER OF LA**  
**Base Currency Code USD**

Asset ID Security Qualifier	Security Description	Shares Par	Market Price	Original Cost	Market Value	Unrealized Gain/Loss	Accounting Asset Group
30231GAD4	EXXON MOBIL CORP CALLABLE NOTES FIXED 1.819%	1,000,000.0000	100.571000	1,000,000.00	1,005,710.00	5,710.00	CORPORATE BOND
3130A3J70	FEDERAL HOME LOAN BANKS BOND FIXED .625%	3,000,000.0000	100.162000	2,998,800.00	3,004,860.00	6,060.00	CORPORATE BOND
3133EA5V6	FEDERAL FARM CREDIT BANK CALLABLE BOND FIXED .62%	1,000,000.0000	99.934000	999,000.00	999,340.00	340.00	CORPORATE BOND
3133EDR20	FEDERAL FARM CREDIT BANK CALLABLE BOND FIXED 1.9%	1,000,000.0000	100.199000	1,000,000.00	1,001,990.00	1,990.00	CORPORATE BOND
3135G0TG8	FEDERAL NATIONAL MORTGAGE ASSOCIATION NOTES FIXED	5,000,000.0000	99.907000	4,986,150.00	4,995,350.00	9,200.00	CORPORATE BOND
594918AQ7	MICROSOFT CORP CALLABLE NOTES FIXED 2.125%	1,000,000.0000	97.220000	999,020.00	972,200.00	(26,820.00)	CORPORATE BOND
912828B33	UNITED STATES OF AMERICA NOTES FIXED 1.5%	4,000,000.0000	101.195000	3,998,750.00	4,047,800.00	49,050.00	TREASURY NOTE
912828VB3	UNITED STATES OF AMERICA NOTES FIXED 1.75%	1,000,000.0000	98.508000	960,390.63	985,080.00	24,689.37	TREASURY NOTE
<b>TOTAL: P 15253</b>		<b>17,000,000.0000</b>		<b>16,942,110.63</b>	<b>17,012,330.00</b>	<b>70,219.37</b>	

**Account Sort**  
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**Institutional Accounting**

**All Positions Template**

**Account: P 15255      RUSSELL SAGE/MARSH ISLAND TRUST - TREASURER OF LA**  
**Base Currency Code USD**

Asset ID Security Qualifier	Security Description	Shares Par	Market Price	Original Cost	Market Value	Unrealized Gain/Loss	Accounting Asset Group
922040407	VANGUARD INSTITUTIONAL TOTAL STOCK MARKET INDEX	99,492.2010	48.140000	4,022,346.61	4,789,554.56	767,207.95	MUTUAL FUND
<b>TOTAL: P 15255</b>		<b>99,492.2010</b>		<b>4,022,346.61</b>	<b>4,789,554.56</b>	<b>767,207.95</b>	

**Account Sort**  
As of: 31-May-2015

Institutional Accounting

All Positions Template

**Account: P 15256**      **FREE SCHOOL FUND - TREASURER OF LA**  
**Base Currency Code USD**

Asset ID Security Qualifier	Security Description	Shares Par	Market Price	Original Cost	Market Value	Unrealized Gain/Loss	Accounting Asset Group
30231GAD4	EXXON MOBIL CORP CALLABLE NOTES FIXED 1.819%	5,000,000.0000	100.571000	5,000,000.00	5,028,550.00	28,550.00	CORPORATE BOND
3130A3J70	FEDERAL HOME LOAN BANKS BOND FIXED .625%	2,000,000.0000	100.162000	1,999,200.00	2,003,240.00	4,040.00	CORPORATE BOND
3133EA5V6	FEDERAL FARM CREDIT BANK CALLABLE BOND FIXED .62%	2,000,000.0000	99.934000	1,998,000.00	1,998,680.00	680.00	CORPORATE BOND
3133EECG3	FEDERAL FARM CREDIT BANK CALLABLE BOND FIXED 1.14%	5,000,000.0000	100.269000	5,000,000.00	5,013,450.00	13,450.00	CORPORATE BOND
3135G0TG8	FEDERAL NATIONAL MORTGAGE ASSOCIATION NOTES FIXED	5,000,000.0000	99.907000	4,986,150.00	4,995,350.00	9,200.00	CORPORATE BOND
594918AQ7	MICROSOFT CORP CALLABLE NOTES FIXED 2.125%	1,000,000.0000	97.220000	999,020.00	972,200.00	(26,820.00)	CORPORATE BOND
912828KT6	UNITED STATES OF AMERICA NOTES FIXED 2.375%	5,000,000.0000	101.750000	4,966,406.25	5,087,500.00	121,093.75	TREASURY NOTE
912828VB3	UNITED STATES OF AMERICA NOTES FIXED 1.75%	3,000,000.0000	98.508000	2,881,171.88	2,955,240.00	74,068.12	TREASURY NOTE
<b>TOTAL: P 15256</b>		<b>28,000,000.0000</b>		<b>27,829,948.13</b>	<b>28,054,210.00</b>	<b>224,261.87</b>	

## Account Sort As of: 31-May-2015

Institutional Accounting

All Positions Template

Account: P 15258      **ROCKEFELLER TRUST - TREASURER OF LA**  
Base Currency Code USD

Asset ID Security Qualifier	Security Description	Shares Par	Market Price	Original Cost	Market Value	Unrealized Gain/Loss	Accounting Asset Group
922040407	VANGUARD INSTITUTIONAL TOTAL STOCK MARKET INDEX	529,028.0700	48.140000	21,387,944.28	25,467,411.29	4,079,467.01	MUTUAL FUND
<b>TOTAL: P 15258</b>		<b>529,028.0700</b>		<b>21,387,944.28</b>	<b>25,467,411.29</b>	<b>4,079,467.01</b>	

## Account Sort As of: 31-May-2015

Institutional Accounting

All Positions Template

Account: P 15259      START INVESTORS - TREASURER OF LA  
Base Currency Code USD

Asset ID Security Qualifier	Security Description	Shares Par	Market Price	Original Cost	Market Value	Unrealized Gain/Loss	Accounting Asset Group
002824AW0	ABBOTT LABORATORIES CALLABLE BOND FIXED 4.125%	400,000.0000	110.235000	399,804.00	440,940.00	41,136.00	CORPORATE BOND
14912L5P2	CATERPILLAR FINANCIAL SERVICES CORP MEDIUM TERM	3,000,000.0000	100.036000	2,994,210.00	3,001,080.00	6,870.00	CORPORATE BOND
191219BW3	COCA-COLA REFRESHMENTS USA INC CALLABLE NOTES	250,000.0000	109.099000	247,455.00	272,747.50	25,292.50	CORPORATE BOND
19416QDN7	COLGATE-PALMOLIVE CO MEDIUM TERM NOTE FIXED 3.15%	250,000.0000	100.500000	249,647.50	251,250.00	1,602.50	CORPORATE BOND
19416QDZ0	COLGATE-PALMOLIVE CO CALLABLE MEDIUM TERM NOTE	4,000,000.0000	98.976000	3,929,960.00	3,959,040.00	29,080.00	CORPORATE BOND
24702RAL5	DELL INC CALLABLE NOTES FIXED 2.3% 10/SEP/2015 USD	5,000,000.0000	100.000000	4,998,850.00	5,000,000.00	1,150.00	CORPORATE BOND
30231GAD4	EXXON MOBIL CORP CALLABLE NOTES FIXED 1.819%	1,000,000.0000	100.571000	1,000,000.00	1,005,710.00	5,710.00	CORPORATE BOND
3130A4GJ5	FEDERAL HOME LOAN BANKS BOND FIXED 1.125%	7,000,000.0000	100.485000	6,996,780.00	7,033,950.00	37,170.00	CORPORATE BOND
3133EA5V6	FEDERAL FARM CREDIT BANK CALLABLE BOND FIXED .62%	5,000,000.0000	99.934000	4,995,000.00	4,996,700.00	1,700.00	CORPORATE BOND
3133EDR20	FEDERAL FARM CREDIT BANK CALLABLE BOND FIXED 1.9%	9,000,000.0000	100.199000	9,000,000.00	9,017,910.00	17,910.00	CORPORATE BOND
3135G0BA0	FEDERAL NATIONAL MORTGAGE ASSOCIATION NOTES FIXED	5,000,000.0000	101.771000	4,989,800.00	5,088,550.00	98,750.00	CORPORATE BOND
3135G0D75	FEDERAL NATIONAL MORTGAGE ASSOCIATION NOTES FIXED	8,000,000.0000	99.513000	7,972,080.00	7,961,040.00	(11,040.00)	CORPORATE BOND
3135G0ZY2	FEDERAL NATIONAL MORTGAGE ASSOCIATION NOTES FIXED	10,000,000.0000	101.128000	9,955,400.00	10,112,800.00	157,400.00	CORPORATE BOND
3136G0P62	FEDERAL NATIONAL MORTGAGE ASSOCIATION CALLABLE	7,500,000.0000	96.910000	7,487,000.00	7,268,250.00	(218,750.00)	CORPORATE BOND
3137EADN6	FEDERAL HOME LOAN MORTGAGE CORP NOTES FIXED .75%	15,000,000.0000	99.643000	14,914,200.00	14,946,450.00	32,250.00	CORPORATE BOND
427866AS7	HERSHEY CO/THE CALLABLE NOTES FIXED 1.5%	4,000,000.0000	101.152000	3,990,680.00	4,046,080.00	55,400.00	CORPORATE BOND
459200HC8	INTERNATIONAL BUSINESS MACHINES CORP CALLABLE	3,000,000.0000	100.900000	2,986,710.00	3,027,000.00	40,290.00	CORPORATE BOND
459200HT1	INTERNATIONAL BUSINESS MACHINES CORP	3,000,000.0000	101.252000	2,992,740.00	3,037,560.00	44,820.00	CORPORATE BOND

## Account Sort As of: 31-May-2015

Institutional Accounting

All Positions Template

Account: P 15259      START INVESTORS - TREASURER OF LA  
Base Currency Code USD

Asset ID Security Qualifier	Security Description	Shares Par	Market Price	Original Cost	Market Value	Unrealized Gain/Loss	Accounting Asset Group
	CALLABLE						
58013MEE0	MCDONALD'S CORP CALLABLE MEDIUM TERM NOTE FIXED	2,500,000.0000	110.476000	2,499,800.00	2,761,900.00	262,100.00	CORPORATE BOND
58013MEM2	MCDONALD'S CORP CALLABLE MEDIUM TERM NOTE FIXED	2,000,000.0000	99.656000	1,971,760.00	1,993,120.00	21,360.00	CORPORATE BOND
594918AC8	MICROSOFT CORP NOTES FIXED 4.2% 01/JUN/2019 USD	5,000,000.0000	110.290000	4,994,650.00	5,514,500.00	519,850.00	CORPORATE BOND
594918AQ7	MICROSOFT CORP CALLABLE NOTES FIXED 2.125%	10,000,000.0000	97.220000	9,975,950.00	9,722,000.00	(253,950.00)	CORPORATE BOND
713448BT4	PEPSICO INC CALLABLE NOTES FIXED 2.5% 10/MAY/2016	2,500,000.0000	101.731900	2,497,675.00	2,543,297.50	45,622.50	CORPORATE BOND
713448CL0	PEPSICO INC CALLABLE NOTES FIXED .95% 22/FEB/2017	5,000,000.0000	100.088000	4,994,300.00	5,004,400.00	10,100.00	CORPORATE BOND
742718DY2	PROCTER & GAMBLE CO/THE CALLABLE NOTES FIXED 2.3%	3,000,000.0000	100.605000	2,978,760.00	3,018,150.00	39,390.00	CORPORATE BOND
88579YAF8	3M CO MEDIUM TERM NOTE FIXED 2% 26/JUN/2022 USD	4,000,000.0000	98.011000	3,940,600.00	3,920,440.00	(20,160.00)	CORPORATE BOND
912828B33	UNITED STATES OF AMERICA NOTES FIXED 1.5%	15,000,000.0000	101.195000	14,991,015.63	15,179,250.00	188,234.37	TREASURY NOTE
912828G79	UNITED STATES OF AMERICA NOTES FIXED 1%	25,000,000.0000	100.508000	24,972,656.25	25,127,000.00	154,343.75	TREASURY NOTE
912828KT6	UNITED STATES OF AMERICA NOTES FIXED 2.375%	3,000,000.0000	101.750000	2,979,843.75	3,052,500.00	72,656.25	TREASURY NOTE
912828VB3	UNITED STATES OF AMERICA NOTES FIXED 1.75%	8,500,000.0000	98.508000	8,163,320.31	8,373,180.00	209,859.69	TREASURY NOTE
931142CX9	WAL-MART STORES INC NOTES FIXED 1.5% 25/OCT/2015	2,500,000.0000	100.462000	2,486,475.00	2,511,550.00	25,075.00	CORPORATE BOND
<b>TOTAL: P 15259</b>		<b>178,400,000.0000</b>		<b>177,547,122.44</b>	<b>179,188,345.00</b>	<b>1,641,222.56</b>	

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Institutional Accounting

All Positions Template

Account: P 15260      TREASURY INVESTMENTS - TREASURER OF LA  
Base Currency Code USD

Asset ID Security Qualifier	Security Description	Shares Par	Market Price	Original Cost	Market Value	Unrealized Gain/Loss	Accounting Asset Group
3130A5E47	FEDERAL HOME LOAN BANKS BOND FIXED .3% 26/MAY/2016	20,000,000.0000	99.951000	19,999,500.00	19,990,200.00	(9,300.00)	CORPORATE BOND
313383V81	FEDERAL HOME LOAN BANKS BOND FIXED .375%	15,000,000.0000	100.063000	14,999,400.00	15,009,450.00	10,050.00	CORPORATE BOND
313384KH1	FEDERAL HOME LOAN BANK DISCOUNT NOTES ZERO CPN	84,492,000.0000	99.990000	84,476,333.49	84,483,550.80	7,217.31	COMMERCIAL PAPER
313396QN6	FEDERAL HOME LOAN MORTGAGE CORP ZERO CPN	100,000,000.0000	99.943600	99,916,778.00	99,943,600.00	26,822.00	COMMERCIAL PAPER
3135G0MZ3	FEDERAL NATIONAL MORTGAGE ASSOCIATION NOTES FIXED	40,000,000.0000	100.214000	39,988,000.00	40,085,600.00	97,600.00	CORPORATE BOND
3135G0NF6	FEDERAL NATIONAL MORTGAGE ASSOCIATION CALLABLE	19,900,000.0000	100.041000	19,894,030.00	19,908,159.00	14,129.00	CORPORATE BOND
3135G0YE7	FEDERAL NATIONAL MORTGAGE ASSOCIATION NOTES FIXED	20,000,000.0000	100.206000	19,935,800.00	20,041,200.00	105,400.00	CORPORATE BOND
3135G0YT4	FEDERAL NATIONAL MORTGAGE ASSOCIATION NOTES FIXED	20,000,000.0000	101.478000	19,923,400.00	20,295,600.00	372,200.00	CORPORATE BOND
3135G0ZE6	FEDERAL NATIONAL MORTGAGE ASSOCIATION NOTES FIXED	20,000,000.0000	101.226000	19,989,400.00	20,245,200.00	255,800.00	CORPORATE BOND
3137EADK2	FEDERAL HOME LOAN MORTGAGE CORP NOTES FIXED 1.25%	50,000,000.0000	99.390000	49,786,500.00	49,695,000.00	(91,500.00)	CORPORATE BOND
912828B33	UNITED STATES OF AMERICA NOTES FIXED 1.5%	70,000,000.0000	101.195000	69,957,031.25	70,836,500.00	879,468.75	TREASURY NOTE
912828C32	UNITED STATES OF AMERICA NOTES FIXED 0.75%	100,000,000.0000	100.375000	99,892,578.13	100,375,000.00	482,421.87	TREASURY NOTE
912828C40	UNITED STATES OF AMERICA NOTES FIXED .375%	50,000,000.0000	100.109000	49,945,312.50	50,054,500.00	109,187.50	TREASURY NOTE
912828C65	UNITED STATES OF AMERICA NOTES FIXED 1.625%	50,000,000.0000	101.523000	49,722,656.25	50,761,500.00	1,038,843.75	TREASURY NOTE
912828C81	UNITED STATES OF AMERICA NOTES FIXED .375%	50,000,000.0000	100.086000	49,937,500.00	50,043,000.00	105,500.00	TREASURY NOTE
912828D23	UNITED STATES OF AMERICA NOTES FIXED 1.625%	100,000,000.0000	101.492000	99,437,500.00	101,492,000.00	2,054,500.00	TREASURY NOTE
912828G79	UNITED STATES OF AMERICA NOTES FIXED 1%	50,000,000.0000	100.508000	49,957,031.25	50,254,000.00	296,968.75	TREASURY NOTE
912828G95	UNITED STATES OF AMERICA NOTES FIXED 1.625%	50,000,000.0000	100.961000	49,890,625.00	50,480,500.00	589,875.00	TREASURY NOTE

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### Institutional Accounting

### All Positions Template

Account: P 15260      TREASURY INVESTMENTS - TREASURER OF LA  
Base Currency Code USD

Asset ID Security Qualifier	Security Description	Shares Par	Market Price	Original Cost	Market Value	Unrealized Gain/Loss	Accounting Asset Group
912828NV8	UNITED STATES OF AMERICA NOTES FIXED 1.25%	75,000,000.0000	100.297000	74,437,500.00	75,222,750.00	785,250.00	TREASURY NOTE
912828NZ9	UNITED STATES OF AMERICA NOTES FIXED 1.25%	65,000,000.0000	100.391000	64,913,671.88	65,254,150.00	340,478.12	TREASURY NOTE
912828QA1	UNITED STATES OF AMERICA NOTES FIXED 2.25%	100,000,000.0000	101.648000	99,968,359.38	101,648,000.00	1,679,640.62	TREASURY NOTE
912828RE2	UNITED STATES OF AMERICA NOTES FIXED 1.5%	100,000,000.0000	101.461000	99,128,906.25	101,461,000.00	2,332,093.75	TREASURY NOTE
912828TC4	UNITED STATES OF AMERICA NOTES FIXED 1%	100,000,000.0000	98.898000	99,201,171.88	98,898,000.00	(303,171.88)	TREASURY NOTE
912828TD2	UNITED STATES OF AMERICA NOTES FIXED .25%	150,000,000.0000	100.023000	149,754,882.80	150,034,500.00	279,617.20	TREASURY NOTE
912828TG5	UNITED STATES OF AMERICA NOTES FIXED .5%	100,000,000.0000	99.641000	99,392,578.13	99,641,000.00	248,421.87	TREASURY NOTE
912828TK6	UNITED STATES OF AMERICA NOTES FIXED .25%	75,000,000.0000	100.039000	74,648,437.50	75,029,250.00	380,812.50	TREASURY NOTE
912828TM2	UNITED STATES OF AMERICA NOTES FIXED .625%	100,000,000.0000	99.828000	100,003,906.25	99,828,000.00	(175,906.25)	TREASURY NOTE
912828TN0	UNITED STATES OF AMERICA NOTES FIXED 1%	100,000,000.0000	98.641000	99,822,265.63	98,641,000.00	(1,181,265.63)	TREASURY NOTE
912828TW0	UNITED STATES OF AMERICA NOTES FIXED .75%	75,000,000.0000	99.984000	75,052,734.38	74,988,000.00	(64,734.38)	TREASURY NOTE
912828TY6	UNITED STATES OF AMERICA NOTES FIXED 1.625%	75,000,000.0000	98.148000	73,000,000.00	73,611,000.00	611,000.00	TREASURY NOTE
912828UR9	UNITED STATES OF AMERICA NOTES FIXED .75%	50,000,000.0000	99.648000	49,953,125.00	49,824,000.00	(129,125.00)	TREASURY NOTE
912828VB3	UNITED STATES OF AMERICA NOTES FIXED 1.75%	33,500,000.0000	98.508000	32,173,085.94	33,000,180.00	827,094.06	TREASURY NOTE
912828VC1	UNITED STATES OF AMERICA NOTES FIXED .25%	50,000,000.0000	99.969000	49,820,312.50	49,984,500.00	164,187.50	TREASURY NOTE
912828VG2	UNITED STATES OF AMERICA NOTES FIXED .5%	150,000,000.0000	100.180000	150,126,953.14	150,270,000.00	143,046.86	TREASURY NOTE
912828VH0	UNITED STATES OF AMERICA NOTES FIXED 0.375%	100,000,000.0000	100.023000	99,962,890.63	100,023,000.00	60,109.37	TREASURY NOTE

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**Account: P 15260      TREASURY INVESTMENTS - TREASURER OF LA**  
**Base Currency Code USD**

Asset ID Security Qualifier	Security Description	Shares Par	Market Price	Original Cost	Market Value	Unrealized Gain/Loss	Accounting Asset Group
912828VK3	UNITED STATES OF AMERICA NOTES FIXED 1.375%	100,000,000.0000	101.203000	99,968,750.00	101,203,000.00	1,234,250.00	TREASURY NOTE
912828VR8	UNITED STATES OF AMERICA NOTES FIXED .625%	100,000,000.0000	100.281000	99,878,906.27	100,281,000.00	402,093.73	TREASURY NOTE
912828VU1	UNITED STATES OF AMERICA NOTES FIXED .375%	50,000,000.0000	100.070000	49,992,187.50	50,035,000.00	42,812.50	TREASURY NOTE
912828WQ9	UNITED STATES OF AMERICA NOTES FIXED .5%	50,000,000.0000	100.164000	49,992,187.50	50,082,000.00	89,812.50	TREASURY NOTE
912828WS5	UNITED STATES OF AMERICA NOTES FIXED 1.625%	75,000,000.0000	101.344000	74,938,476.57	76,008,000.00	1,069,523.43	TREASURY NOTE
912828WT3	UNITED STATES OF AMERICA NOTES FIXED .875%	100,000,000.0000	100.469000	99,691,406.25	100,469,000.00	777,593.75	TREASURY NOTE
912828WY2	UNITED STATES OF AMERICA NOTES FIXED 2.25%	50,000,000.0000	103.063000	49,994,140.63	51,531,500.00	1,537,359.37	TREASURY NOTE
<b>TOTAL: P 15260</b>		<b>2,932,892,000.0000</b>		<b>2,923,466,211.88</b>	<b>2,940,962,389.80</b>	<b>17,496,177.92</b>	

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Institutional Accounting

All Positions Template

Account: P 19203 LA SHIF REV BD 2013A - TREASURER OF LA  
Base Currency Code USD

Asset ID Security Qualifier	Security Description	Shares Par	Market Price	Original Cost	Market Value	Unrealized Gain/Loss	Accounting Asset Group
46699A9B4	JPMORGAN US TREAS PLUS MMKT FUND INST SHARES -	12,041,641.8500	100.000000	12,041,641.85	12,041,641.85	0.00	MONEY MARKET
<b>TOTAL: P 19203</b>		<b>12,041,641.8500</b>		<b>12,041,641.85</b>	<b>12,041,641.85</b>	<b>0.00</b>	

## Account Sort As of: 31-May-2015

Institutional Accounting

All Positions Template

Account: P 29471      G O BOND 2015B - TREASURER OF LA  
Base Currency Code USD

Asset ID Security Qualifier	Security Description	Shares Par	Market Price	Original Cost	Market Value	Unrealized Gain/Loss	Accounting Asset Group
46699A9B4	JPMORGAN US TREAS PLUS MMKT FUND INST SHARES -	50,669,709.0800	100.000000	50,669,709.08	50,669,709.08	0.00	MONEY MARKET
<b>TOTAL: P 29471</b>		<b>50,669,709.0800</b>		<b>50,669,709.08</b>	<b>50,669,709.08</b>	<b>0.00</b>	

## Account Sort As of: 31-May-2015

Institutional Accounting

All Positions Template

Account: P 40470 GO BOND 2013A - TREASURER OF LA  
Base Currency Code USD

Asset ID Security Qualifier	Security Description	Shares Par	Market Price	Original Cost	Market Value	Unrealized Gain/Loss	Accounting Asset Group
46699A9B4	JPMORGAN US TREAS PLUS MMKT FUND INST SHARES -	16,651,741.5800	100.000000	16,651,741.58	16,651,741.58	0.00	MONEY MARKET
<b>TOTAL: P 40470</b>		<b>16,651,741.5800</b>		<b>16,651,741.58</b>	<b>16,651,741.58</b>	<b>0.00</b>	

## Account Sort As of: 31-May-2015

Institutional Accounting

All Positions Template

Account: P 40471 GO TAXABLE BOND 2013B - TREASURER OF LA  
Base Currency Code USD

Asset ID Security Qualifier	Security Description	Shares Par	Market Price	Original Cost	Market Value	Unrealized Gain/Loss	Accounting Asset Group
46699A9B4	JPMORGAN US TREAS PLUS MMKT FUND INST SHARES -	4,427,827.2900	100.000000	4,427,827.29	4,427,827.29	0.00	MONEY MARKET
<b>TOTAL: P 40471</b>		<b>4,427,827.2900</b>		<b>4,427,827.29</b>	<b>4,427,827.29</b>	<b>0.00</b>	

## Account Sort As of: 31-May-2015

Institutional Accounting

All Positions Template

Account: P 79063 UNCLAIMED PROP I-49 SOUTH 2013 REV BD - TREASURER OF LA  
Base Currency Code USD

Asset ID Security Qualifier	Security Description	Shares Par	Market Price	Original Cost	Market Value	Unrealized Gain/Loss	Accounting Asset Group
46699A9B4	JPMORGAN US TREAS PLUS MMKT FUND INST SHARES -	14,959,904.1900	100.000000	14,959,904.19	14,959,904.19	0.00	MONEY MARKET
<b>TOTAL: P 79063</b>		<b>14,959,904.1900</b>		<b>14,959,904.19</b>	<b>14,959,904.19</b>	<b>0.00</b>	

## Account Sort As of: 31-May-2015

Institutional Accounting

All Positions Template

Account: P 79064 UNCLAIMED PROP I-49 NORTH 2013 REV BD - TREASURER OF LA  
Base Currency Code USD

Asset ID Security Qualifier	Security Description	Shares Par	Market Price	Original Cost	Market Value	Unrealized Gain/Loss	Accounting Asset Group
46699A9B4	JPMORGAN US TREAS PLUS MMKT FUND INST SHARES -	36,580,323.8200	100.000000	36,580,323.82	36,580,323.82	0.00	MONEY MARKET
<b>TOTAL: P 79064</b>		<b>36,580,323.8200</b>		<b>36,580,323.82</b>	<b>36,580,323.82</b>	<b>0.00</b>	

## Account Sort As of: 31-May-2015

Institutional Accounting

All Positions Template

Account: P 88694      G O BOND 2012A - TREASURER OF LA  
Base Currency Code USD

Asset ID Security Qualifier	Security Description	Shares Par	Market Price	Original Cost	Market Value	Unrealized Gain/Loss	Accounting Asset Group
46699A9B4	JPMORGAN US TREAS PLUS MMKT FUND INST SHARES -	28,845,111.9900	100.000000	28,845,111.99	28,845,111.99	0.00	MONEY MARKET
<b>TOTAL: P 88694</b>		<b>28,845,111.9900</b>		<b>28,845,111.99</b>	<b>28,845,111.99</b>	<b>0.00</b>	

## Account Sort As of: 31-May-2015

Institutional Accounting

All Positions Template

Account: P 89814      G O BOND 2014A-TREASURER OF LA  
Base Currency Code USD

Asset ID Security Qualifier	Security Description	Shares Par	Market Price	Original Cost	Market Value	Unrealized Gain/Loss	Accounting Asset Group
46699A9B4	JPMORGAN US TREAS PLUS MMKT FUND INST SHARES -	426,665.5600	100.000000	426,665.56	426,665.56	0.00	MONEY MARKET
<b>TOTAL: P 89814</b>		<b>426,665.5600</b>		<b>426,665.56</b>	<b>426,665.56</b>	<b>0.00</b>	

## Account Sort As of: 31-May-2015

Institutional Accounting

All Positions Template

Account: P 89815      G O BOND 2014B TAXABLE-TREASURER OF LA  
Base Currency Code USD

Asset ID Security Qualifier	Security Description	Shares Par	Market Price	Original Cost	Market Value	Unrealized Gain/Loss	Accounting Asset Group
46699A9B4	JPMORGAN US TREAS PLUS MMKT FUND INST SHARES -	27,165,781.7200	100.000000	27,165,781.72	27,165,781.72	0.00	MONEY MARKET
<b>TOTAL: P 89815</b>		<b>27,165,781.7200</b>		<b>27,165,781.72</b>	<b>27,165,781.72</b>	<b>0.00</b>	

## Account Sort As of: 31-May-2015

Institutional Accounting

All Positions Template

Account: P 90292 LA SHIB REV 2014A-TREASURER OF LA  
Base Currency Code USD

Asset ID Security Qualifier	Security Description	Shares Par	Market Price	Original Cost	Market Value	Unrealized Gain/Loss	Accounting Asset Group
46699A9B4	JPMORGAN US TREAS PLUS MMKT FUND INST SHARES -	127,760,970.8000	100.000000	127,760,970.80	127,760,970.80	0.00	MONEY MARKET
TOTAL: P 90292		127,760,970.8000		127,760,970.80	127,760,970.80	0.00	
<b>Grand Total</b>		3,651,753,289.1310		3,665,559,287.21	3,659,540,789.51	(6,018,497.70)	

**End of Report**

## Posted Transactions Statement From: 02-Jul-2015 To: 02-Jul-2015

**Custody** **Posted Transactions**

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**Account: P 15255 RUSSELL SAGE/MARSH ISLAND TRUST - TREASURER OF LA**

	Count		Net Amount
<i>02-Jul-2015</i>			
<i>USD</i>			
<i>FREE TRANSACTIONS</i>			
FREE DELIVER	1	USD	0.00
Total FREE TRANSACTIONS:	1		0.00
Total USD:	1		0.00

**Account: P 15258 ROCKEFELLER TRUST - TREASURER OF LA**

	Count		Net Amount
<i>02-Jul-2015</i>			
<i>USD</i>			
<i>FREE TRANSACTIONS</i>			
FREE DELIVER	1	USD	0.00
Total FREE TRANSACTIONS:	1		0.00
Total USD:	1		0.00

**Account: P 15260 TREASURY INVESTMENTS - TREASURER OF LA**

	Count		Net Amount
<i>02-Jul-2015</i>			
<i>USD</i>			
<i>SECURITY LENDING</i>			
STOCK LOAN	2	USD	0.00
Total SECURITY LENDING:	2		0.00
Total USD:	2		0.00

**Account: P 19203 LA SHIF REV BD 2013A - TREASURER OF LA**

	Count		Net Amount
<i>02-Jul-2015</i>			
<i>USD</i>			
<i>MISCELLANEOUS CASH</i>			
MISCELLANEOUS DISBURSEMENT - CUSTODY	2	USD	(18,194,142.60)
Total MISCELLANEOUS CASH:	2		(18,194,142.60)
 <i>SALES</i>			
SALE	1	USD	9,310,453.18
Total SALES:	1		9,310,453.18

Please refer to the disclaimer page at the end of this report for further information.

## Posted Transactions Statement From: 02-Jul-2015 To: 02-Jul-2015

<b>Custody</b>	<b>Posted Transactions</b>
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**Account: P 19203 LA SHIF REV BD 2013A - TREASURER OF LA**

	Count		Net Amount
<i>02-Jul-2015</i>			
<i>USD</i>			
Total USD:	3		(8,883,689.42)

**Account: P 29471 G O BOND 2015B - TREASURER OF LA**

	Count		Net Amount
<i>02-Jul-2015</i>			
<i>USD</i>			
<i>MISCELLANEOUS CASH</i>			
MISCELLANEOUS DISBURSEMENT - CUSTODY	1	USD	(681,661.75)
Total MISCELLANEOUS CASH:	1		(681,661.75)
 <i>SALES</i>			
SALE	1	USD	681,661.75
Total SALES:	1		681,661.75
Total USD:	2		0.00

**Account: P 40470 GO BOND 2013A - TREASURER OF LA**

	Count		Net Amount
<i>02-Jul-2015</i>			
<i>USD</i>			
<i>MISCELLANEOUS CASH</i>			
MISCELLANEOUS DISBURSEMENT - CUSTODY	1	USD	(181,203.96)
Total MISCELLANEOUS CASH:	1		(181,203.96)
 <i>SALES</i>			
SALE	1	USD	181,203.96
Total SALES:	1		181,203.96
Total USD:	2		0.00

**Account: P 40471 GO TAXABLE BOND 2013B - TREASURER OF LA**

	Count		Net Amount
<i>02-Jul-2015</i>			
<i>USD</i>			
<i>MISCELLANEOUS CASH</i>			
MISCELLANEOUS DISBURSEMENT - CUSTODY	1	USD	(50.10)
Total MISCELLANEOUS CASH:	1		(50.10)

Please refer to the disclaimer page at the end of this report for further information.

## Posted Transactions Statement From: 02-Jul-2015 To: 02-Jul-2015

**Custody** **Posted Transactions**

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**Account: P 40471 GO TAXABLE BOND 2013B - TREASURER OF LA**

	Count		Net Amount
<i>02-Jul-2015</i>			
<i>USD</i>			
<i>SALES</i>			
SALE	1	USD	50.10
Total SALES:	1		50.10
Total USD:	2		0.00

**Account: P 79064 UNCLAIMED PROP I-49 NORTH 2013 REV BD - TREASURER OF LA**

	Count		Net Amount
<i>02-Jul-2015</i>			
<i>USD</i>			
<i>MISCELLANEOUS CASH</i>			
MISCELLANEOUS DISBURSEMENT - CUSTODY	1	USD	(3,153,606.36)
Total MISCELLANEOUS CASH:	1		(3,153,606.36)
<i>SALES</i>			
SALE	1	USD	3,153,606.36
Total SALES:	1		3,153,606.36
Total USD:	2		0.00

**Account: P 88694 TREASURY STATE OF LOUISIANA - GO BOND 2012A 3620699052**

	Count		Net Amount
<i>02-Jul-2015</i>			
<i>USD</i>			
<i>MISCELLANEOUS CASH</i>			
MISCELLANEOUS DISBURSEMENT - CUSTODY	1	USD	(492,297.39)
Total MISCELLANEOUS CASH:	1		(492,297.39)
<i>SALES</i>			
SALE	1	USD	492,297.39
Total SALES:	1		492,297.39
Total USD:	2		0.00

**Account: P 89814 G O BOND 2014A-TREASURER OF LA**

	Count		Net Amount
<i>02-Jul-2015</i>			
<i>USD</i>			

Please refer to the disclaimer page at the end of this report for further information.

**Posted Transactions**  
Statement  
From: 02-Jul-2015 To: 02-Jul-2015

**Custody**

**Posted Transactions**

**Account: P 89814 G O BOND 2014A-TREASURER OF LA**

	<b>Count</b>		<b>Net Amount</b>
<i>02-Jul-2015</i>			
<i>USD</i>			
<i>MISCELLANEOUS CASH</i>			
MISCELLANEOUS DISBURSEMENT - CUSTODY	1	USD	(737.03)
Total MISCELLANEOUS CASH:	1		(737.03)
 <i>SALES</i>			
SALE	1	USD	737.03
Total SALES:	1		737.03
Total USD:	2		0.00

**Account: P 89815 G O BOND 2014B TAXABLE-TREASURER OF LA**

	<b>Count</b>		<b>Net Amount</b>
<i>02-Jul-2015</i>			
<i>USD</i>			
<i>MISCELLANEOUS CASH</i>			
MISCELLANEOUS DISBURSEMENT - CUSTODY	1	USD	(172,950.26)
Total MISCELLANEOUS CASH:	1		(172,950.26)
 <i>SALES</i>			
SALE	1	USD	172,950.26
Total SALES:	1		172,950.26
Total USD:	2		0.00

**Posted Transactions**  
**Summary**  
 From: 02-Jul-2015 To: 02-Jul-2015

**Custody** **Posted Transactions**

**Account: P 15255 RUSSELL SAGE/MARSH ISLAND TRUST - TREASURER OF LA**

Security ID ISIN OCC ID	Security Name Coupon Rate Maturity Date Pool Number	Transaction Category Transaction Type Transaction Status	Transaction Number	Contractual S/D Payable Date Posted Date	Units Current Face	Principal Amount Income Amount Net Amount
<i>Posted Date: 02-Jul-2015 CCY: USD</i>						
<i>Transaction Category: FREE DELIVER Transaction Status: SETTLED</i>						
922040407 US9220404076	VANGUARD INSTITUTIONAL TOTAL STOCK MARKET INDEX FUND OPEN-END FUND USD	FREE DELIVER DELIVER FREE W/ INV @ COST SETTLED	T315183C032	01-Jun-2015  02-Jul-2015	99,492.2000000 0.0000000	0.00 0.00 0.00
					Total FREE DELIVER (1) :	<u>0.00</u>
					Total USD for 02-Jul-2015 (1) :	<u>0.00</u>

**Posted Transactions**  
**Summary**  
 From: 02-Jul-2015 To: 02-Jul-2015

**Custody** **Posted Transactions**

**Account: P 15258 ROCKEFELLER TRUST - TREASURER OF LA**

Security ID ISIN OCC ID	Security Name Coupon Rate Maturity Date Pool Number	Transaction Category Transaction Type Transaction Status	Transaction Number	Contractual S/D Payable Date Posted Date	Units Current Face	Principal Amount Income Amount Net Amount
<i>Posted Date: 02-Jul-2015 CCY: USD</i>						
<i>Transaction Category: FREE DELIVER Transaction Status: SETTLED</i>						
922040407 US9220404076	VANGUARD INSTITUTIONAL TOTAL STOCK MARKET INDEX FUND OPEN-END FUND USD	FREE DELIVER DELIVER FREE W/ INV @ COST SETTLED	T315183C3JH	01-Jun-2015  02-Jul-2015	529,028.0700000 0.0000000	0.00 0.00 0.00
					Total FREE DELIVER (1) :	0.00
					Total USD for 02-Jul-2015 (1) :	0.00

**Posted Transactions**  
**Summary**  
**From: 02-Jul-2015 To: 02-Jul-2015**

**Custody** **Posted Transactions**

**Account: P 15260 TREASURY INVESTMENTS - TREASURER OF LA**

Security ID ISIN OCC ID	Security Name Coupon Rate Maturity Date Pool Number	Transaction Category Transaction Type Transaction Status Transaction Number	Contractual S/D Payable Date Posted Date	Units Current Face	Principal Amount Income Amount Net Amount
<i>Posted Date: 02-Jul-2015 CCY: USD</i>					
<i>Transaction Category: STOCK LOAN Transaction Status: SETTLED</i>					
912828XH8 US912828XH83	UNITED STATES OF AMERICA NOTES FIXED 1.625% 30/JUN/2020 USD 100 1.625000 30-Jun-2020	STOCK LOAN NON- CASH SECURITIES LOAN SETTLED T315182CF38	02-Jul-2015  02-Jul-2015	50,000,000.0000000 0.0000000	0.00 0.00 0.00
912828XH8 US912828XH83	UNITED STATES OF AMERICA NOTES FIXED 1.625% 30/JUN/2020 USD 100 1.625000 30-Jun-2020	STOCK LOAN NON- CASH SECURITIES LOAN SETTLED T315182CF39	02-Jul-2015  02-Jul-2015	25,000,000.0000000 0.0000000	0.00 0.00 0.00
Total STOCK LOAN (2) :					0.00
Total USD for 02-Jul-2015 (2) :					0.00



## Posted Transactions Summary From: 02-Jul-2015 To: 02-Jul-2015

**Custody** **Posted Transactions**

**Account: P 29471 G O BOND 2015B - TREASURER OF LA**

Security ID ISIN OCC ID	Security Name Coupon Rate	Maturity Date	Pool Number	Transaction Category Transaction Type Transaction Status	Transaction Number	Contractual S/D Payable Date Posted Date	Units Current Face	Principal Amount Income Amount Net Amount
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*Posted Date: 02-Jul-2015 CCY: USD*

*Transaction Category: MISCELLANEOUS DISBURSEMENT - CUSTODY Transaction Status: SETTLED*

	MISCELLANEOUS DISBURSEMENT - CUSTODY	02-Jul-2015						
	TRANSFER TO						0.0000000	(681,661.75)
	SETTLED			T315183B95F	02-Jul-2015		0.0000000	0.00
						USD		(681,661.75)
				Total MISCELLANEOUS DISBURSEMENT - CUSTODY (1) :				(681,661.75)

*Transaction Category: SALE Transaction Status: SETTLED*

46699A9B4	JPMORGAN US TREAS PLUS MMKT FUND INST SHARES - FUND 3918	SALE SALE SETTLED						
				T315183C1TA	02-Jul-2015		681,661.7500000	681,661.75
						USD	0.0000000	0.00
								681,661.75
				Total SALE (1) :				681,661.75
				Total USD for 02-Jul-2015 (2) :				0.00

## Posted Transactions Summary From: 02-Jul-2015 To: 02-Jul-2015

**Custody** **Posted Transactions**

**Account: P 40470 GO BOND 2013A - TREASURER OF LA**

Security ID ISIN OCC ID	Security Name Coupon Rate	Maturity Date	Pool Number	Transaction Category Transaction Type Transaction Status	Transaction Number	Contractual S/D Payable Date Posted Date	Units Current Face	Principal Amount Income Amount Net Amount
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*Posted Date: 02-Jul-2015 CCY: USD*

*Transaction Category: MISCELLANEOUS DISBURSEMENT - CUSTODY Transaction Status: SETTLED*

	MISCELLANEOUS DISBURSEMENT - CUSTODY	02-Jul-2015					0.0000000	(181,203.96)
	TRANSFER TO						0.0000000	0.00
	SETTLED			T315183B95K	02-Jul-2015		USD	(181,203.96)
Total MISCELLANEOUS DISBURSEMENT - CUSTODY (1) :								(181,203.96)

*Transaction Category: SALE Transaction Status: SETTLED*

46699A9B4	JPMORGAN US TREAS PLUS MMKT FUND INST SHARES - FUND 3918	SALE SALE SETTLED					181,203.9600000 0.0000000	181,203.96 0.00 181,203.96
				T315183C1V7	02-Jul-2015		USD	
Total SALE (1) :								181,203.96
Total USD for 02-Jul-2015 (2) :								0.00

**Posted Transactions**  
**Summary**  
 From: 02-Jul-2015 To: 02-Jul-2015

**Custody** **Posted Transactions**

**Account: P 40471 GO TAXABLE BOND 2013B - TREASURER OF LA**

Security ID ISIN OCC ID	Security Name Coupon Rate Maturity Date Pool Number	Transaction Category Transaction Type Transaction Status	Transaction Number	Contractual S/D Payable Date Posted Date	Units Current Face	Principal Amount Income Amount Net Amount
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*Posted Date: 02-Jul-2015 CCY: USD*

*Transaction Category: MISCELLANEOUS DISBURSEMENT - CUSTODY Transaction Status: SETTLED*

MISCELLANEOUS DISBURSEMENT - CUSTODY	02-Jul-2015	0.0000000		(50.10)
TRANSFER TO		0.0000000		0.00
SETTLED	T315183B95D	02-Jul-2015	USD	(50.10)
Total MISCELLANEOUS DISBURSEMENT - CUSTODY (1) :				(50.10)

*Transaction Category: SALE Transaction Status: SETTLED*

46699A9B4	JPMORGAN US TREAS PLUS MMKT FUND INST SHARES - FUND 3918	SALE SALE SETTLED		02-Jul-2015	50.1000000	50.10
			T315183C1V8	02-Jul-2015	0.0000000	0.00
					USD	50.10
				Total SALE (1) :		50.10
				Total USD for 02-Jul-2015 (2) :		0.00

**Posted Transactions**  
**Summary**  
**From: 02-Jul-2015 To: 02-Jul-2015**

**Custody** **Posted Transactions**

**Account: P 79064 UNCLAIMED PROP I-49 NORTH 2013 REV BD - TREASURER OF LA**

Security ID ISIN OCC ID	Security Name Coupon Rate	Maturity Date	Pool Number	Transaction Category Transaction Type Transaction Status	Transaction Number	Contractual S/D Payable Date Posted Date	Units Current Face	Principal Amount Income Amount Net Amount
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*Posted Date: 02-Jul-2015 CCY: USD*

*Transaction Category: MISCELLANEOUS DISBURSEMENT - CUSTODY Transaction Status: SETTLED*

MISCELLANEOUS DISBURSEMENT - CUSTODY	02-Jul-2015	0.0000000	(3,153,606.36)
TRANSFER TO		0.0000000	0.00
SETTLED	T315183B95G	02-Jul-2015	USD (3,153,606.36)
Total MISCELLANEOUS DISBURSEMENT - CUSTODY (1) :			(3,153,606.36)

*Transaction Category: SALE Transaction Status: SETTLED*

46699A9B4	JPMORGAN US TREAS PLUS MMKT FUND INST SHARES - FUND 3918	SALE	02-Jul-2015	3,153,606.3600000	3,153,606.36
		SALE		0.0000000	0.00
		SETTLED	T315183C2BF	02-Jul-2015	USD 3,153,606.36
Total SALE (1) :					3,153,606.36
Total USD for 02-Jul-2015 (2) :					0.00

**Posted Transactions**  
**Summary**  
**From: 02-Jul-2015 To: 02-Jul-2015**

**Custody** **Posted Transactions**

**Account: P 88694 TREASURY STATE OF LOUISIANA - GO BOND 2012A 3620699052**

Security ID ISIN OCC ID	Security Name Coupon Rate	Maturity Date	Pool Number	Transaction Category Transaction Type Transaction Status	Transaction Number	Contractual S/D Payable Date Posted Date	Units Current Face	Principal Amount Income Amount Net Amount
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*Posted Date: 02-Jul-2015 CCY: USD*

*Transaction Category: MISCELLANEOUS DISBURSEMENT - CUSTODY Transaction Status: SETTLED*

				MISCELLANEOUS DISBURSEMENT - CUSTODY		02-Jul-2015	0.0000000	(492,297.39)
				TRANSFER TO			0.0000000	0.00
				SETTLED	T315183B95J	02-Jul-2015	USD	(492,297.39)
Total MISCELLANEOUS DISBURSEMENT - CUSTODY (1) :								(492,297.39)

*Transaction Category: SALE Transaction Status: SETTLED*

46699A9B4	JPMORGAN US TREAS PLUS MMKT FUND INST SHARES - FUND 3918			SALE		02-Jul-2015	492,297.3900000	492,297.39
				SALE			0.0000000	0.00
				SETTLED	T315183C2D0	02-Jul-2015	USD	492,297.39
Total SALE (1) :								492,297.39
Total USD for 02-Jul-2015 (2) :								0.00

**Posted Transactions**  
**Summary**  
 From: 02-Jul-2015 To: 02-Jul-2015

**Custody** **Posted Transactions**

**Account: P 89814 G O BOND 2014A-TREASURER OF LA**

Security ID ISIN OCC ID	Security Name Coupon Rate Maturity Date Pool Number	Transaction Category Transaction Type Transaction Status	Transaction Number	Contractual S/D Payable Date Posted Date	Units Current Face	Principal Amount Income Amount Net Amount
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*Posted Date: 02-Jul-2015 CCY: USD*

*Transaction Category: MISCELLANEOUS DISBURSEMENT - CUSTODY Transaction Status: SETTLED*

		MISCELLANEOUS DISBURSEMENT - CUSTODY		02-Jul-2015	0.0000000	(737.03)
		TRANSFER TO			0.0000000	0.00
		SETTLED	T315183B95H	02-Jul-2015	USD	(737.03)
Total MISCELLANEOUS DISBURSEMENT - CUSTODY (1) :						(737.03)

*Transaction Category: SALE Transaction Status: SETTLED*

46699A9B4	JPMORGAN US TREAS PLUS MMKT FUND INST SHARES - FUND 3918	SALE SALE SETTLED		02-Jul-2015	737.0300000	737.03
			T315183C2EU	02-Jul-2015	0.0000000	0.00
					USD	737.03
Total SALE (1) :						737.03
Total USD for 02-Jul-2015 (2) :						0.00

**Posted Transactions**  
**Summary**  
 From: 02-Jul-2015 To: 02-Jul-2015

**Custody** **Posted Transactions**

**Account: P 89815 G O BOND 2014B TAXABLE-TREASURER OF LA**

Security ID ISIN OCC ID	Security Name Coupon Rate Maturity Date Pool Number	Transaction Category Transaction Type Transaction Status	Transaction Number	Contractual S/D Payable Date Posted Date	Units Current Face	Principal Amount Income Amount Net Amount
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*Posted Date: 02-Jul-2015 CCY: USD*

*Transaction Category: MISCELLANEOUS DISBURSEMENT - CUSTODY Transaction Status: SETTLED*

MISCELLANEOUS DISBURSEMENT - CUSTODY	02-Jul-2015	0.0000000	(172,950.26)
TRANSFER TO		0.0000000	0.00
SETTLED	T315183B95E	02-Jul-2015	USD (172,950.26)

Total MISCELLANEOUS DISBURSEMENT - CUSTODY (1) : (172,950.26)

*Transaction Category: SALE Transaction Status: SETTLED*

46699A9B4	JPMORGAN US TREAS PLUS MMKT FUND INST SHARES - FUND 3918	SALE		02-Jul-2015	172,950.2600000	172,950.26
		SALE			0.0000000	0.00
		SETTLED	T315183C2EW	02-Jul-2015	USD	172,950.26

Total SALE (1) : 172,950.26

Total USD for 02-Jul-2015 (2) : 0.00

## Posted Transactions

From: 02-Jul-2015 To: 02-Jul-2015

Custody

Posted Transactions

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### End of Report

#### Disclaimer

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Reports customized or edited by customers may not reflect all assets or transactions.

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**Attachment H: Pricing Grid for central banking services**

RFP #xx-xxx  
 State of Louisiana  
 State Treasurer's Office  
 Contract date begins 11-01-16

For other services not requested in the RFP but which might be deemed required at a future date, the Bank agrees to negotiate a suitable fee to the State Treasurer, not to exceed our current published rates at the time of such request(s).

	BANKING SERVICES	DESCRIPTION OF EACH LINE ITEM	PRICED PER	ANNUAL VOLUME	PRICE PER ITEM	ANNUAL PRICING
	Earnings Credit Rate	Rate of interest paid to Treasury on funds on deposit at the bank per Attachment D Item #8 of the RFP.	dollars			
<b>1</b>	<b>Account Services</b>	<b>The bank accounts setup for Treasury and state agencies to be used for receipt and disbursement of monies</b>				
	Account Maintenance	Monthly maintenance fee for an account analysis for each bank account.	account	2,449		\$0.00
	Federal Deposit Insurance	Monthly assessment by Federal Deposit Insurance Corporation based on average positive ledger balance.	per \$1,000 ledger balance			\$0.00
	ZBA Maint Master Account	Monthly fee for a zero balance (ZBA) concentration bank account.	account	154		\$0.00
	ZBA Maintenance Sub Account	Monthly fee for a zero balance (ZBA) subsidiary account. A subsidiary account is an account which receives its funding from a zero balance (ZBA) bank account.	account	1,536		\$0.00
	Statement Photocopy	Photocopy of a customer's statement for a commercial Demand Deposit bank Account (DDA).	item	3		\$0.00
	Statement Cycles	Charge per statement for each Demand Deposit Account statement provided during the billing cycle via an electronic file. Charges may accrue for accounts that produce more than one statement during the billing cycle (i.e. daily or weekly statements).	statement			\$0.00
	Paper Account Statements	Charge per statement for producing and mailing a paper statement for a Demand Deposit Account.	statement	647		\$0.00
	Paper Check Return Items	Charge per item for returning paid checks with a Demand Deposit Account statement.	item			\$0.00
	Paper Check Return Maintenance	Monthly maintenance charge for returning paid checks with a Demand Deposit Account statement.				\$0.00
<b>2</b>	<b>Banking Center Services</b>	<b>Fees charged by bank for verification of the cash portion of agency deposits made to a branch office of bank. The state agency can either place the deposit in the night drop box or stand in a teller line. If the state agency chooses to stand in the teller line there is a costs to immediately verify the deposit amount by the teller.</b>				
	Branch Credits Posted	Deposits made by the agency with a teller at the bank.	deposit	30,796		\$0.00
	Branch Deposit Immediate Verification	Dollars deposited at the teller line and verified at the time the deposit is brought to the banking center.	dollars	20,232,293		\$0.00
	Night Drop Armored Car Deposit / Branch Deposit Post Verif	Dollars deposited by a courier to the bank's depository vault. The deposit amounts are verified by the bank later in the day as opposed to immediate verification by a bank teller.	dollars	6,215,980		\$0.00
	Branch Coin Dep Par or Mix Bag	Deposit which includes partial bags of same or mixed denominations of coins.	deposit	1		\$0.00
	Branch Order Currency Strap	Customer purchase of strapped currency (ex. 100 count of \$1 bills to be used by agency to make change for customers).	strap	6,148		\$0.00
	Branch Order Coin Roll	Customer purchase of rolled coin. (ex. five rolls of pennies to be used by agency to make change for customers).	roll	8,273		\$0.00
	Branch Deposit In Non Std Bag	Fee for deposit of cash which is not enclosed in a "dual pouch tamper evident" bag (if not in tamper proof bag requires additional bank time to validate deposit).	deposit	44		\$0.00
	Branch Order Processed	Per order charge for change orders filled at Banking Centers.	order			\$0.00
<b>3</b>	<b>Vault Services</b>	<b>This section provides for agency deposits delivered to the Vault via armored carrier and coin and currency orders processed through the Vault. Fees for deposits vary based on how the deposit is prepared - standard straps (100 bills of the same denomination) vs. non-standard straps and standard bag (bag requirements set by bank and communicated to depositing agencies) vs. non-standard bag. Fees for orders vary by order requirement - standard strap vs. non-standard strap and coin roll.</b>				
	Vault Deposit Dollars	Fee for deposit of currency charged at a fee per \$1,000 deposited.	dollars	10,216		\$0.00
	Vault Dep Non Std Strap Notes	Currency deposited at bank by a state agency that does not meet the standard strap requirements.	note	1,048,935		\$0.00
	Vault Deposit Std Strap Notes	This is a fee per note deposited in wrappers of 100 count of the same denomination which meets the standard strap requirements.	note	207,100		\$0.00
	Vault Deposit Rolled Coin	Charge per roll for re-wrapping a deposit of rolled coin.	roll			\$0.00
	Vault Order Currency Std Strap	Fee per strap that is federal reserve deposit ready. Each strap contains 100 bills of the same denomination.	straps			\$0.00
	Vault Standard Orders	Fee for orders phoned in over a Voice Response Unit (VRU) by a state agency for coin or currency.	order			\$0.00

BANKING SERVICES		DESCRIPTION OF EACH LINE ITEM	PRICED PER	ANNUAL VOLUME	PRICE PER ITEM	ANNUAL PRICING
	Vault Order Coin Rolls	Fee per roll of coin rolls ordered by the agency.	roll			\$0.00
	Vault Order Non Standard Strap	Fee for each bill in a non standard strap ordered by agency (A non standard strap means a request for a number of bills that do not equal 100). (Ex. agency requests 54 \$100 bills to be used to make change for customers).	straps			\$0.00
	Vault Deposit Extended Hours	Monthly fee for use of bank's courier to pick and deliver deposits and extending usual vault deposit cut off time which is 5:00pm to allow armored couries to make cash deposits after hours for agencies.	month	12		\$0.00
	Vault Deposit Receipt Mailers	Bank receipts for deposits made by the courier to the bank vault which are mailed to the agency.	receipt	1,314		\$0.00
	Vault Deposit IN Non Std Bag	Fee for an agency who deposits coin and/or currency in a non-standard bags. Non-Standard Bags may be cloth; canvas; or plastic which do not meet bag specifications - bag does not contain dual pouch; improperly prepared deposit; or cash mixed with checks or deposit slip. All other activity fees apply.	bag	1,128		\$0.00
	Vault Deposit Std Coin Bag	Charge per deposit for coin deposited in full, FED standard coin bags.	deposit			\$0.00
	Vault Activity Report Faxed	This is a monthly fee charged to agencies who request the bank to fax activity reports to the agency. These reports included deposits detail; summary; and/or envelope reports.	account	24		\$0.00
	Vault Deposit Adjustment	If the bank has to adjust the amount recorded on the deposit slip, the bank charges a fee per adjustment. All other activity volumes apply.	item	161		\$0.00
	Smart Safe Maintenance	Monthly maintenance charge per account receiving advanced credit with Smart Safe.	account			\$0.00
	Smart Safe Advance Credit	Charge per transmission received daily via Smart Safe for advanced credit.	transmission	24		\$0.00
4	<b>Retail Lockbox ("RLB")</b>	<b>Retail lockbox is used by agencies with a high volume of deposits where the customer remits with the payment a remittance advice that is read with an optical character recognition device and the information read can be sent to the agency electronically.</b>				
	Rlb Maintenance	Monthly maintenance fee per lockbox.	lockbox			\$0.00
	Rlb Image Capture Maintenance	Monthly fee for capturing images of items received in the lockbox.	lockbox			\$0.00
	Rlb Image Archive Maintenance	Monthly fee for archiving images of payments received in the lockbox and processed by the bank.	lockbox			\$0.00
	Rlb Payment	Fee for each payment received in the lockbox and processed by the bank.	payment			\$0.00
	Rlb Multiples	Fee for processing payments received in the lockbox which are accompanied by multiple remittance documents or multiple checks with a single remittance advice.	payment			\$0.00
	Rlb Correspondence	Fee charged by bank for handling each item received which may include customer hand written notations on the remittance advice that the Bank records and delivers to the state agency.	document			\$0.00
	Rlb Courier Deposit	Payment pkgs delivered to lkbx site via courier or customer instead of US Mail.	deposit			\$0.00
	Rlb Check Image Item	Fee for imaging each check received in the lockbox. The Imaging of the checks are made available to the agency either on-line or the bank may electronically delivery the images to the agency.	item			\$0.00
	Rlb Scannable Doc Capture	Fee for imaging each remittance document received in the lockbox. The images of the remittance documents are made available to the agency either on-line or the bank may electronically deliver the images to the agency.	document			\$0.00
	Rlb Special Handling	Fee per transaction for special handling of items received in the lockbox. Example, bank staff review of restrictive notations on the checks such as "paid in full" or handling special sizes.	transaction			\$0.00
	Rlb File Transmission	Monthly fee per each retail lockbox for the electronic transmission of details of the payments received in the lockbox.	transmission			\$0.00
	Rlb Image Transmission Maint	Monthly maintenancce fee per each retail lockbox for the electronic transmission of images of checks and remittance documents received in the lockbox.	lockbox			\$0.00
	Rlb Image Transmission Record	A per item fee for the electronic transmission of images of checks and remittance documents received in the lockbox to the agency.	item			\$0.00
	Rlb CD ROM	Fee for each CD of images of checks and remittance documents sent to the agency.	cd			\$0.00
	Rlb Image Storage First Month	Per item fee for each check and remittance document placed in an on-line archive for on-line viewing by the agency.	item			\$0.00
	Rlb Long Term Check Storage (10 years)	Web delivery long term storage for Regional Retail Lockbox. Count of CHECKS stored. 10 year archive storage instead of agencies paying for and storing physical CDs.	item			\$0.00
	Rlb Long Term Doc Storage (10 years)	Web delivery long term storage for Regional Retail Lockbox. Count of DOCUMENTS stored.10 year archive storage instead of agencies paying for and storing physical CDs.	item			\$0.00
	Rlb Unprocessable Item	Per item fee for the bank handling checks received in the lockbox that cannot be deposited because the checks do not meet negotiability requirements or other requirements defined by the agency.	item			\$0.00
5	<b>Wholesale Lockbox ("WLB")</b>	<b>Wholesale lockbox is used by agencies who usually have a low volume of deposits and the customer remits with the payment a remittance advice that requires the bank to data entry information from the remittance document and tranmit the information to the agency.</b>				
	WLB Maintenance	Monthly maintenance fee for each lockbox.	lockbox			\$0.00
	WLB Image Online Maintenance	Monthly fee for each lockbox for website for on-line veiwing by the agency.	lockbox			\$0.00

BANKING SERVICES		DESCRIPTION OF EACH LINE ITEM	PRICED PER	ANNUAL VOLUME	PRICE PER ITEM	ANNUAL PRICING
WLB Image Capture Maintenance		Monthly fee for each lockbox to capture images of checks, remittance documents, and correspondence etc. which are made available for on-line viewing by the agency.	lockbox			\$0.00
WLB Item with copy		Fee per check received in the lockbox and processed by the bank and for providing the agency a copy of the check.	item			\$0.00
WLB Item without copy		Processed item; no copy of the check.	item			\$0.00
WLB Correspondence		Fee for handling each remittance document received in the lockbox without a check.	document			\$0.00
WLB Check Image Item		Fee for imaging of each check received in the lockbox and for on-line delivery to the agency.	item			\$0.00
WLB Document Image Item		Fee for each remittance document received in the lockbox and made available to the agency for on-line viewing.	check			\$0.00
WLB Check MICR Capture		Fee for capturing data contained on the MICR line of each check received in the lockbox.	keystroke			\$0.00
WLB Data Capture Numeric		Fee for each keystroke to enter payment information received in the lockbox with the check.	keystroke			\$0.00
WLB Data Capture Alphanumeric		Data entry of remittance information which includes alpha characters.	keystroke			\$0.00
WLB File Transmission		Monthly fee per lockbox in which bank remits information received in the lockbox to the agency by electronic transmission.	transmission			\$0.00
WLB Postage		Fee for returning to the agency check copies, original remittance documents, correspondence etc. received in the lockbox via first class US mail.	item			\$0.00
WLB Branch Delivery		Fee for returning check copies, original remittance documents, correspondence etc. via the Bank's internal mail service to a Bank branch which is in close proximity to the agency for pickup by the agency.	delivery			\$0.00
WLB Image Transmission Maintenance		Monthly fee per lockbox that provides the electronic transmission of images of documents received in the lockbox.	lockbox			\$0.00
WLB Image Transmission Record		Fee per item to electronically transmit images of checks, remittance documents etc. to the agency.	item			\$0.00
WLB CD ROM		Fee for providing images of checks, remittance documents, etc. on CD to the agency after the images are no longer available for on-line viewing by the agency.-line.	cd			\$0.00
WLB Image Storage First Month		Fee for storing images of checks, remittance documents, etc. for on-line viewing by the agency for 45 days.	item			\$0.00
WLB Long Term Check Storage (10 years)		Web delivery long term storage for Regional Wholesale Lockbox. Count of CHECKS stored. 10 year archive storage of checks vs. physical CDs.	item			\$0.00
WLB Long Term Doc Storage (10 years)		Web delivery long term storage for Regional Wholesale Lockbox. Count of DOCUMENTS stored. 10 year archive storage of checks vs. physical CDs.	item			\$0.00
WLB Image Storage Additional Month		Fee for storing images of checks, remittance documents, etc. for on-line viewing by the agency after 45 days.	item			\$0.00
WLB Unprocessable Item		Per item fee for the bank handling checks received in the lockbox that cannot be deposited because the checks do not meet negotiability requirements or other requirements defined by the agency.	item			\$0.00
Lockbox Credit Card Maintenance		Monthly maintenance fee for credit card payment processing in lockbox.	lockbox			\$0.00
Lockbox Cred Card Per Item		Payments via credit card authorizations in lockbox.	item			\$0.00
Virtual Remit Monthly Maint		Monthly maintenance charge for a remote capture lockbox that can process and deposit check and material data and images.	lockbox			\$0.00
Virtual Remit Item		Transaction charge per check processed through a remote capture lockbox. Includes capture of check and document image with out paper copy.	item			\$0.00
Virtual Remit Reject (Auto)		Transaction charge per check that cannot be processed through the remote capture lockbox. Unprocessable items are sent electronically to the client for research and adjustment.	item			\$0.00
Virtual Remit Reject (Manual)		Transaction charge per check that cannot be processed for deposit through the remote capture lockbox. Unprocessable items are sent manually to the client for research and adjustment.	item			\$0.00
6	Wholesale Network Lockbox ("WNLB")	Wholesale Network Lockbox is the RemitOne platform version of Wholesale Lockbox. Wholesale lockbox is used by agencies who usually have a low volume of deposits and the customer remits with the payment a remittance advice that requires the bank to data entry information from the remittance document and transmit the information to the agency.				
6	Scannable Lockbox ("SNLB")	Scannable lockbox is the RemitOne platform version of Retail lockbox. Scannable refers to how the documents are optically scanned. Scannable lockbox is used by agencies with a high volume of deposits where the customer remits with the payment a remittance advice that is read with an optical character recognition device and the information read can be sent to the agency electronically.				
	<b>Lockbox Basic Services</b>					
	Lockbox - Maint	WNLB			125	\$0.00
		SNLB	Monthly maintenance fee for each lockbox.	lockbox	87	\$0.00
		WNLB				\$0.00
	Deposit Preparation	SNLB	Charge for each deposit made for a lockbox.	deposit		\$0.00

BANKING SERVICES		DESCRIPTION OF EACH LINE ITEM	PRICED PER	ANNUAL VOLUME	PRICE PER ITEM	ANNUAL PRICING
WNLB Wholesale Item	WNLB	Charge per check processed by Wholesale Network Lockbox. Includes capture of check image without paper copy.	item	129,665		\$0.00
SNLB Scannable Item	SNLB	Charge per check processed when remitted with OCR (Optical Character Recognition) scannable documents. Includes check image capture without paper copy.	item	569,665		\$0.00
SNLB Scannable OCR Document	SNLB	Charge for processing each OCR-scannable Optical Character Recognition) remittance document (coupon).	item			\$0.00
Balancing	WNLB					\$0.00
	SNLB	Charge per check when checks are balanced to accompanying invoices prior to deposit.	item			\$0.00
No Check Item	WNLB					\$0.00
	SNLB	Charge per envelope received that does not contain a check.	item	5,864		\$0.00
Unprocessable Item	WNLB					\$0.00
	SNLB	Charge per check received that cannot be processed for deposit ( e.g. unacceptable payee).	item	11,991		\$0.00
Check Clearing	WNLB					\$0.00
	SNLB	Charge per check for check clearing for all checks deposited through a lockbox site.	item	569,665		\$0.00
Additional Daily Deposit	WNLB					\$0.00
	SNLB	Charge for each additional deposit time in excess of standard of one deposit per day at the end of each business day.	lockbox			\$0.00
Incoming Courier Package	WNLB					\$0.00
	SNLB	Charge for handling each package delivered directly to a lockbox site via messenger (any non-First Class Mail remittance, including courier, co. messenger, walk-in deposit).	item			\$0.00
<b>Lockbox Data and Image Capture</b>						
Check MICR Capture	WNLB					\$0.00
	SNLB	Charge for automated capture and repair of the full check MICR line; including check number, check amount, transit routing number and bank account number.	item	17,126		\$0.00
Data Capture	WNLB					\$0.00
	SNLB	Charge for each alpha or numeric character captured. Data keyed manually or captured electronically.	character	1,615,402		\$0.00
WNLB Document Image Capture	WNLB	Charge for each document page imaged.	page	447,035		\$0.00
SNLB OCR Doc Image Capture	SNLB	Charge to image the OCR (Optimal Character Recognition) side of a document.	document	596,347		\$0.00
SNLB Document Image Capture	SNLB	Charge to image each non-OCR (Optimal Character Recognition) document page.	page			\$0.00
SNLB Special Image Handling	SNLB	Charge for images of other documents matched to OCR (Optimal Character Recognition) documents received in remittances (i.e. envelopes).	page			\$0.00
Data Capture-Systematic	WNLB					\$0.00
	SNLB	Charge for each alpha or numeric character captured. Data captured electronically.	character			\$0.00
<b>Lockbox Data and Image Transmission</b>						
Data Transmission Maint	WNLB					\$0.00
	SNLB	Monthly maintenance charge for a data transmission.	lockbox / transmission	5		\$0.00
Data Transmission Item	WNLB					\$0.00
	SNLB	Charge per check and invoice delivered in data transmission, each time delivered.	item			\$0.00
Image Transmission Maint	WNLB					\$0.00
	SNLB	Monthly maintenance charge for a transmission of images.	lockbox / transmission	45		\$0.00
Image Transmission Page	WNLB					\$0.00
	SNLB	Charge per image page for check and document images transmitted.	page	2		\$0.00
Inbound Transmission Maint	WNLB					\$0.00
	SNLB	Monthly charge for the ability to send Inbound Stop/Go transmission files.	lockbox	372,597		\$0.00
Stopped Transaction	WNLB					\$0.00
	SNLB	Charge for each transaction stopped as a result of matching against a Stop or Go file.	item	4,221		\$0.00
<b>Lockbox Image Presentment</b>						
WNLB Web Maint-Chk/Doc	WNLB	Monthly maintenance charge per lockbox subscribed to Web Portal Check and Document Image		158		\$0.00
SNLB Doc Image Presentment	SNLB	Presentment via web access. Checks and documents are available for same day viewing.	lockbox	86		\$0.00
WNLB Short Term Storage-Check	WNLB					\$0.00
SNLB Chk Image Shrt Trm Stor	SNLB	Charge for each check image page for first month's storage.	item			\$0.00
WNLB Short Term Storage-B&W Doc	WNLB					\$0.00
SNLB Doc Image Shrt Trm Stor B&W	SNLB	Charge for each black and white document image page for first month's storage.	page			\$0.00
Long Term Storage-Check	WNLB					\$0.00
	SNLB	Assessed first month for each check image page for long term storage in the bank's archive. Includes initial month on high-speed storage & 10 years in tape archive.	page	130,013		\$0.00
Long Term Storage-B&W Doc	WNLB					\$0.00
	SNLB	Assessed first month for each B&W document image page for long term storage in the bank's archive. Includes initial month on high-speed storage & 10 years in tape archive.	page	569,665		\$0.00
CD ROM	WNLB					\$0.00
	SNLB	Charge for each CD ROM burned with check and document images for a lockbox subscribed to CD ROM.	CD	448,112		\$0.00
WNLB Add'l Report	WNLB	Monthly charge for each special report a lockbox subscribes to from Web Portal. Special reports include CSV+ Detail, Extended Detail and Box Complete Report.				\$0.00
SNLB Additional Reports	SNLB		report			\$0.00
Closed LBX Image Viewing	WNLB					\$0.00
	SNLB	Monthly charge for Long Term Viewing of data and images on Web Portal for lockboxes that have been closed.	lockbox	2		\$0.00
<b>Lockbox Special Processing</b>						
Paper Delivery Prep	WNLB					\$0.00
	SNLB	Charge for preparing to forward to the client: 1) each processed check; 2) each No Check transaction; and 3) each Unprocessable check.	item			\$0.00
	WNLB					\$0.00

BANKING SERVICES		DESCRIPTION OF EACH LINE ITEM	PRICED PER	ANNUAL VOLUME	PRICE PER ITEM	ANNUAL PRICING
Check Copy	SNLB	Charge for each check copy printed and forwarded.	item			\$0.00
	WNLB					\$0.00
Special Processing Maint	SNLB	Monthly charge per lockbox for special services approved for a client.	lockbox			\$0.00
	WNLB					\$0.00
Special Handling Other	SNLB	Charge per check for special or non-standard handling of checks and associated items (e.g. written information on face of check).	item			\$0.00
	WNLB					\$0.00
Credit Card Authorization	SNLB	Charge for each attempted credit card authorization for credit card transactions received by a lockbox.	item			\$0.00
	WNLB					\$0.00
Cash Processing	SNLB	Charge for each cash payment processed.	item			\$0.00
WNLB Groups/Sorts-Complex	WNLB					\$0.00
SNLB Sort - Manual	SNLB	Charge per check if manual sorting is required for presentment to client.	item			\$0.00
	WNLB					\$0.00
Groups/Sorts-Simple	SNLB	Charge per check if checks received in a lockbox are logically sorted into groups for presentment to the client.	item			\$0.00
	WNLB					\$0.00
Multiple Deposit Accounts	SNLB	Charge for each deposit made into an additional Demand Deposit Account from single lockbox. Client must define check sort for deposits.	additional account			\$0.00
	WNLB					\$0.00
Forgn Items Sent for Coll	SNLB	Charge per item for each foreign check sent for collection, excluding Canadian checks.	item			\$0.00
	WNLB					\$0.00
Outgoing Package Prep	SNLB	Monthly charge for preparing outgoing packages for the client, regardless of the method of delivery or pick-up.	lockbox			\$0.00
	WNLB					\$0.00
Postage	SNLB	Charge for check copies and/or materials forwarded to client via First Class Mail. Applies to: 1)each processed check and/or related material; 2)each No Check transaction; and 3) each Unprocessable check.	item			\$0.00
	WNLB					\$0.00
Reassociation Item	SNLB	Charge per check reassociated with remittance materials and/or envelopes.	item			\$0.00
<b>Lockbox Additional Web Portal Services</b>						
WNLB Receivables Presentment Maint	WNLB	Monthly maintenance charge for a lockbox subscribing to Web Portal Electronic Payment Consolidation as well as Check and Document Image Presentment via web access. Provides consolidated reporting of	lockbox			\$0.00
SNLB Consol Receivable Maine	SNLB					\$0.00
	WNLB					\$0.00
Alerts	SNLB	Charge for each transaction included in an lockbox alert sent to a Web Portal client.	alert			\$0.00
	WNLB					\$0.00
Return Item Maintenance	SNLB	Monthly maintenance charge for a lockbox subscribing to Return Items Reassociation.	lockbox			\$0.00
	WNLB					\$0.00
Virtual Monthly Maint	SNLB	Monthly maintenance charge for a remote capture lockbox that can process and deposit check and material data and images.	lockbox			\$0.00
	WNLB					\$0.00
Virtual Remit Item	SNLB	Transaction charge per check processed through a remote capture lockbox. Includes capture of check and/or document image without paper copy.	item			\$0.00
	WNLB					\$0.00
Virtual Reject (Auto)	SNLB	Transaction charge per check that cannot be processed through the remote capture lockbox. Unprocessable items are sent electronically to the client for research and adjustment.	item			\$0.00
	WNLB					\$0.00
Virtual Reject (Manual)	SNLB	Transaction charge per check that cannot be processed for deposit through the remote capture lockbox. Unprocessable items are sent manually to the client for research and adjustment.	item			\$0.00
	WNLB					\$0.00
Data Enrichment Maintenance		Monthly charge for the Web Portal Data Enrichment service which associates lockbox payment and remittance information and provides the ability to add information not included in the original remittance data prior to transmission.	lockbox			\$0.00
Auto Association		Charge for each payment automatically associated to the remittance information for accounts with Web Portal.	item			\$0.00
Client Supplemental Data Entry		Charge for each field in which the client captures and saves data on Web Portal with Supplemental Data Entry or Data Enrichment services.	item			\$0.00
Supplemental Data Entry Maint		Monthly maintenance charge for the Web Portal Supplemental Data Entry service which enables clients to add information not originally included with the remittance data prior to transmission.	lockbox			\$0.00
	WNLB					\$0.00
Remitter Mgmt Maint	SNLB	Monthly maintenance charge to access the Internet Remitter Management tool set.	lockbox			\$0.00
	WNLB					\$0.00
MICR Enhancement	SNLB	Charge for the number of payments that have MICR information updated. For clients who subscribe to Web Portal Remitter Management.	item			\$0.00
	WNLB					\$0.00
Remitter Record Strg	SNLB	Monthly storage charge per each remitter record for each lockbox subscribing to Web Portal Remitter Management.	item			\$0.00
<b>This Section includes the deposit of checks by state agencies, the encoding of the MICR line and dollar amount and processing notice of returns due to non sufficient funds or closed bank account etc.</b>						
7 Credits Posted		Fee for each credit posted to a bank account (for example: deposit; interest; credit adjustment).	item	1,532,620		\$0.00
Dep Checks on us		Fee for each check deposited which is drawn on a bank account.	check	100,063		\$0.00
Dep Checks Clearinghouse		Fee for each check deposited which is drawn on one of the banks in the local area with which the bank has an agreement to exchange checks directly and without fees.	check			\$0.00
Dep Checks local City		Fee for each check deposited which is drawn on a bank in the same city (as defined by the Federal Reserve) that the bank is located.	check			\$0.00

BANKING SERVICES	DESCRIPTION OF EACH LINE ITEM	PRICED PER	ANNUAL VOLUME	PRICE PER ITEM	ANNUAL PRICING
Dep Checks local City Selects	Fee for each check deposited which is drawn on certain designated banks in the same city (as defined by the Federal Reserve) as the bank's depository location.	check			\$0.00
Dep Checks Local Regional Check Processing Center (RCPC)	Fee for each check deposited which is drawn on a bank in the same Regional Check Processing Center (RCPC) (as defined by the Federal Reserve) as bank's depository location.	check			\$0.00
Dep Checks Local Regional Check Processing Center (RCPC)	Fee for each check deposited which is drawn on certain designated banks in the same Regional Check Processing Center (RCPC) (as defined by the Federal Reserve) as bank's depository location.	check			\$0.00
Dep Checks IN District City	Fee for each check deposited which is drawn on Federal Reserve designated city banks located in the same Federal Reserve district as the processing bank but not in the same Federal Reserve District zone.	check			\$0.00
Dep Checks IN District Regional Check Processing Center (RCPC)	Fee for each check deposited which is drawn on a bank in a Regional Check Processing Center (RCPC) in the same Fed district (as defined by the Federal Reserve) as bank's depository location. This would be a "non-local Regional Check Processing Center" (RCPC).	check			\$0.00
Dep Checks IN District Country	Fee for each check deposited which is drawn on Federal Reserve designated "country" banks that are located in the same Federal Reserve district as the bank processing location but not in the same zone.	check			\$0.00
Dep Checks National Federal Reserve Bank (FRB) City	Fee for each check deposited which is drawn on Federal Reserve designated "city" banks located in the Federal Reserve districts other than bank's district.	check			\$0.00
Dep Checks National Federal Reserve Bank (FRB) Other	Fee for each check deposited which is drawn on a bank outside the Federal Reserve district in which bank's depository bank location is located. Sometimes also called "Transit".	check	661,540		\$0.00
Dep Chks National Federal Reserve Bank (FRB) Select	Fee for each check deposited which is drawn on specific banks outside the Federal Reserve Bank (FRB) district in which bank's depository bank location is located.	check			\$0.00
Dep Checks Encoding	Fee for bank Proof department encoding the dollar amount of the check in the MICR line of each check deposited.	check			\$0.00
Dep Checks MICR Reject Repair	Fee for each check deposited which the dollar amount is pre-encoded by the state agency and the check rejects from the sorter due to a bad MICR encoding quality.	check			\$0.00
Dep Return Items Returned	Fee for each check deposited which is returned as uncollectable due to insufficient funds, account closed, etc. ("NSF").	check	4,500		\$0.00
Dep Return Alternate Address	Fee for each Advice or other item sent with the bank statement that is mailed to an address other than bank account address.	check			\$0.00
Dep Return Expedited Delivery	Charge per item for sending deposited check returned unpaid advices via an overnight mail service such as UPS or FedEx.	item	1,487		\$0.00
Dep Return Redeposit Reclear	Fee for each check deposited which is returned and is redeposited/releared by the bank for a second attempt to collect on the check.	check	1,451		\$0.00
Dep Return Multiple Locations	Per check fee for each check returned on an account with multiple agencies depositing into a single account. Returns are identified by agency through a location number which appears on the deposit slip and in the endorsement.	check	187		\$0.00
Dep Rtn-Email Notification	Fee for each check deposited which a return check notification is sent to the agency via email.	check	1,379		\$0.00
Dep Return Detail Reporting	bank provides a detailed report of checks agencies have deposited which have been returned as uncollectable - insufficient funds, closed account, etc. These reports are sent through an electronic channel (i.e. web portal, by direct transmission, etc.).	item	941		\$0.00
Dep Return Maker Name	Maker's name associated with each return item appears on advice and on Information Reporting (if each check is debited individually). For bank to key in maker name on ACH Re-Presented Check Converted items (RCK). Required so agency will know how to post the return.	check	130		\$0.00
RCK ACH Redeposit	Paper Returned items less than \$2500.00 are converted into ACH debits for redeposit.	item			\$0.00
Dep Return Image Transmitted	Image of return check, RCK and/or redeposit delivered to customer via electronic transmission or via the iVault! on line service.	item	3,329		\$0.00
<b>8 Disbursement Services</b>	<b>This Section includes the clearing of checks issued by state agencies, maintenance of disbursement bank accounts, and processing stop pay requests, requests for images of checks cleared etc.</b>				
Checks/Debits Posted	Fee for each check issued by the state agency which is paid on a commercial Demand Deposit Account ("DDA") bank account.	item	707,180		\$0.00
Check Photocopy Retrieval	Fee for a photocopy of each check issued by the state agency and paid by bank.	item			\$0.00
Cont Disb Maintenance	Monthly maintenance fee for each account set-up on the Control Disbursement Account (CDA) system. A Controlled Disbursement Account is a bank account that provides advance notification of checks presented against the account which notification is used by the Investment Division to determine the amount of cash to leave in the bank account and not use to purchase an investment.	account	116		\$0.00
Cont Disb Checks paid	Fee for each check issued by the state agency on a Controlled Disbursement Account.	item	492,746		\$0.00
Cont Disb Funding	Charge per transfer for transferring funds from a Master Funding Account to replenish a Controlled Disbursement Account.	transfer	3,158		\$0.00
Overdraft NSF Item Paid	Fee for each check issued by the state agency which is paid by bank on a bank account that does not have sufficient funds to cover the check paid and the check is considered "NSF".	item	27		\$0.00





BANKING SERVICES		DESCRIPTION OF EACH LINE ITEM	PRICED PER	ANNUAL VOLUME	PRICE PER ITEM	ANNUAL PRICING
Electronic International Debit		A fee charged when a state agency submits a request to bank electronically for an International wire transfer to a bank in another country.	item			\$0.00
Bank Initiated Intl Debit (Phone Outgoing International Wire)		A fee charged when a state agency submits an request to bank via the telephone for an international wire transfer to a bank in another country.	item			\$0.00
Book Credit		No fee is charged for an incoming transfer of funds from another bank account.	item			\$0.00
Fed Credit S/T (Incoming Wire)		A fee charged for an incoming wire transfer received from another bank via the Federal Reserve system and processed by bank without a bank employee's intervention.	item	7,105		\$0.00
Fed Credit Repair		A fee charged for an incoming wire transfer received from another bank via the Federal Reserve system that required a bank employee's intervention to post accurately.	item	464		\$0.00
IPS Credit S/T (Fed Credit S/T)		A fee charged for an incoming wire transfer received from another bank via IPS and processed without a bank employee's intervention.	item	808		\$0.00
IPS Credit Repair (Fed Credit Repair)		A fee charged for an incoming wire transfer received from another bank via IPS that requires a bank employee's intervention.	item	38		\$0.00
Mail Debit Advice (Mail Advice)		A fee charged for a notification by bank to the state agency of an outgoing wire transfer sent to the requesting state agency via U. S. mail.	item	557		\$0.00
Mail Credit Advice (Mail Advice)		A fee charged for a notification by bank to the state agency of an incoming wire transfer sent to the requesting state agency via U. S. mail.	item	648		\$0.00
DIRECT DELIVERY WIRE NOTIFY		A fee charged for a each notification sent by bank to multiple state agency addressees on same-day notification of wire transactions. The notification can be sent by bank via Fax; Encrypted e-mail; Unencrypted e-mail or Pager (each transaction can be sent to multiple individuals/addresses or by multiple media avenues to the same person).	item	4,247		\$0.00
SOFTI Standard Calculation		Standing Order Financial Transaction Instructions. Transfers funds; wire or ACH if predetermined conditions are met. The transaction function allows the State to select a combination of calculation; date; time; and settlement parameters to best accommodate the State's business needs. This charge is applied each time a calculation is scheduled.	calculation			\$0.00
SOFTI NonStandard Calculation		Standing Order Financial Transaction Instructions. Transfers funds; wire or ACH if predetermined conditions are met. The transaction function allows the State to select a combination of calculation; date; time; and settlement parameters to best accommodate the State's business needs. This charge is applied to subset of calculations that were developed by technology based on specific client requests.	calculation			\$0.00
<b>Automated Clearing House</b>		<b>ACH stands for Automated Clearing House Network. The Automated ClearingHouse is a network of participating financial institutions that process the transfer of funds electronically between other member financial institutions of the network for their customers. Examples of ACH payments made for their customers include: Direct deposit of payroll, payments of consumer bills such as mortgages, utility bills etc. bank is a participating bank and receives requests from state agencies to make electronic payments to vendors, clients etc. and bank receives and posts to the state agencies bank accounts electronic payments received through the ACH network.</b>				
ACH Internet - Maintenance (PC Software-based APC Maintenan		A monthly fee charged to a state agency to use the "Web ACH Services" to originate ACH transactions - The "Web ACH Services" is an internet based service which allows a state agency to request a disbursement in the form of an electronic transfer of money from the state agency's bank account to the bank account of the payee.	account	192		\$0.00
ACH Internet-Debit Originated (PC Software-based APC Item)		A fee for each ACH debit transaction originated by a state agency via "Web ACH - web-based service".	item	495,718		\$0.00
ACH Debits\Credits Originated		A fee for each ACH transaction (debit or credit) originated by a state agency via direct transmission.	item	6,452,416		\$0.00
ACH Internet-Credit Originated (PC Software-based APC Item)		A fee for each ACH credit transaction originated by a state agency via "Web ACH - web-based service".	item	2,655		\$0.00
ACH Addenda Records		A fee for each addenda record attached to an ACH debit or credit record. An addenda record provides information such as found on a check stub or invoice.	addenda	487,198		\$0.00
ACH Return Email Notification		A fee charged when bank notifies a state agency via email that an ACH payment requested by a state agency is returned to bank because it cannot be processed.	item	890		\$0.00
ACH Return File Trans Notif		A fee charged when bank notifies a state agency via direct transmission that an ACH payment requested by a state agency is returned to bank because it cannot be processed.	item	16,521		\$0.00
ACH Return US Mail Notif		A fee charged when bank notifies a state agency via U.S. mail that an ACH payment requested by a state agency is returned to bank because it cannot be processed.	item			\$0.00
ACH Return Fax Notification		A fee charged when bank notifies a state agency via fax that an ACH payment requested by a state agency is returned to bank because it cannot be processed.	item	522		\$0.00
ACH File Processing		A fee charged a state agency for processing a file containing ACH transactions originated by a state agency and delivered to bank via direct transmission.	file	4,837		\$0.00
ACH Deletion/Reversals		A fee for deleting or reversing ACH transactions originated by a state agency in error.	item	207		\$0.00
RCK ACH Debit Originated		Fee for ACH Debit Item Originated via RCK representment process.	item			\$0.00
RCK ACH Redeposit		Redeposits of return items via RCK representment process.	item	70		\$0.00
RCK ACH Return		Fee for ACH Return Items via RCK representment process.	item	18,509		\$0.00

BANKING SERVICES		DESCRIPTION OF EACH LINE ITEM	PRICED PER	ANNUAL VOLUME	PRICE PER ITEM	ANNUAL PRICING
	ACH Originated - Paper Check	Printing of ACH Pre-Authorized Check Draft.	item			\$0.00
	ACH Ada Maintenance	A monthly product fee for each account setup by bank for ACH Debit Authorization (ADA). ADA is a service for preventing unauthorized ACH debit transactions from posting to a state agency's bank account.	account	2,087		\$0.00
	ACH Ada Authorized ID	Fee for maintaining each authorized ACH debit originator record on file. For each bank account with ACH Debit Authorization (ADA), Chase can filter transactions and only allow ACH debits which have been preapproved by the state agency to post to a bank account.	item	1,288		\$0.00
	ACH Email Notification of Change	A fee charged to notify a state agency via email of changes that need to be made to ACH instructions originated by the state agency.	item	482		\$0.00
	ACH Noc Trans Reporting	A fee charged to notify a state agency via direct transmission of changes that need to be made to ACH instructions originated by the state agency.	item	18,477		\$0.00
	ACH US Mail Notification	A fee charged to notify a state agency via U. S. mail of changes that need to be made to ACH instructions originated by Agency.	item			\$0.00
	ACH Fax Notification	A fee charged to notify a state agency via fax of changes that need to be made to ACH instructions originated by Agency.	item	718		\$0.00
	ACH Daily Transmission Journal	Charge per report of summary/receipt confirmation of ACH origination files transmitted by client.	report	208		\$0.00
	ACH Cash Concentration Maint	Monthly maintenance charge for each ACH Company ID setup on Cash Concentration.	ID			\$0.00
	ACH Cash Concentration via fax/phone	Charge per item for ACH items originated by telephone or fax through Depository Concentration Services.	item			\$0.00
	ACH Cash Concentration reports faxed	Charge per day or per month for ACH Depository Concentration Service reports transmitted to clients by fax.	report			\$0.00
	ACH Cash Concentration item originated	Charge per item for ACH Cash Concentration items originated.	item			\$0.00
	ACH Cash Concentration location add	Charge per addition, modification or deletion of an ACH Cash Concentration reporting location.	location			\$0.00
	ACH Cash Concentration return item	Charge for each ACH Cash Concentration origination item returned to the client.	each			\$0.00
	ACH Cash Concentration location maint	Charge for each ACH Cash Concentration reporting location maintained by the bank.	each			\$0.00
12	<b>Electronic Data Interchange</b>	<b>Data can be communicated between state agencies and bank electronically. An electronic file includes the Automated Clearing House (ACH) file and an addenda file that accompanies the ACH file that provides detail information regarding the payment such as a pay stub or invoice.</b>				
	Pay Stream Monthly Maintenance	PayStream - Monthly maintenance for originating payments using an EDI transaction set.	account	36		\$0.00
	Receipt Stream EDI Receiving Monthly Maint	ReceiptStream - Monthly maintenance for receiving incoming payment advising via direct transmission or an EDI transaction set.	account			\$0.00
	Pay Stream File Processing	PayStream - Processing of an EDI formatted payment file. Billed per EDI envelope (ISA/IEA segments).	item	735		\$0.00
	EDI Transmission Items	PayStream - Billed per each ACH credit payment originated using an EDI transaction set.	item	69,278		\$0.00
	Pay Stream EDI Payment Addenda	PayStream - remittance detail that accompanies an EDI formatted payment and is placed in ACH addenda records as part of a CTX or CCD+ ACH transaction. Approximately one addenda for each 80 characters of EDI data.	addenda	1,841,336		\$0.00
	Pay Stream EDI Payment Orig Debt	PayStream - billed per each ACH debit originated using an EDI transaction set.	item	892,465		\$0.00
	Receipt Stream EDI Reporting Detailed Report	ReceiptStream formatted report at the remittance detail level delivered through CUR. Additional channel charges may apply.	item	556		\$0.00
	Receipt Stream EDI Reporting Segment Processing	ReceiptStream direct transmission per segment charge. Segments charged include RMR; RMT; BPR; BPS; TXP; N9; BYL; LX; ADX.	item			\$0.00
	Receipt Stream Fax Report	ReceiptStream - human-readable formatted report delivered via fax. Can be set up at the payment level (Summary) or remittance detail level (Detail); detail is the default set up.	item	648		\$0.00
	Receipt Stream File Processing	ReceiptStream - direct transmission of an EDI formatted payment advising file. Billed per EDI envelope (ISA/IEA segments).	item	1,757		\$0.00
	Receipt Stream EDI Rptg Segment-NACHA	ReceiptStream - direct transmission of incoming ACH payment advising maintaining the NACHA enveloping and formatting. Billed per ACH record.	item	2,837,423		\$0.00
	Receipt Stream EDI Email Report	ReceiptStream - human-readable formatted report delivered via email. Can be set up at the payment level (Summary) or remittance detail level (Detail); detail is the default set up.	item	9,202		\$0.00
13	<b>Information Services</b>	<b>This section is used by state agencies to receive up-to-date transaction information affecting the state agencies' bank accounts including balances, dollar amounts deposited, checks issued, checks cleared, etc. The information is provided by electronic file or on-line bank software.</b>				
	BAI2 File Transmission Acct	A monthly maintenance fee for each bank account that bank provides, by direct transmission, a BAI file to the state agency. A BAI (Bank Administration Institute) file contains standardized coding for bank transactions. As a standardized file, the BAI file can be accepted and uploaded directly into the accounting software.	account	314,402		\$0.00
	BAI2 File Transmission Item	A per transaction fee for reporting debit/credit activity on accounts in BAI format via direct transmission to the state agency.	item	189,537		\$0.00

BANKING SERVICES		DESCRIPTION OF EACH LINE ITEM	PRICED PER	ANNUAL VOLUME	PRICE PER ITEM	ANNUAL PRICING
Direct Transmission Per Account Charge		Per Account fee for accounts setup for Web Direct Transmission.	account	60		\$0.00
Direct Transmission per Check Item Charge		Per Item Fee for Prior Day Check Transactions loaded for Web Direct Transmission.	item	6,682		\$0.00
Direct Transmission Prior Day Extended Detail		Fees for Prior Day Transaction Extended Detail loaded for Web Direct Transmission.	item	21,823		\$0.00
Direct Transmission Prior Day Transactions		Per Item Fee for Prior Day Transactions loaded for Web Direct Transmission.	item			\$0.00
Outgoing Data Exchange Item		Per transaction fee for reporting debit/credit activity on accounts via transmission to another bank.	item			\$0.00
Outgoing Data Exchange Acct		A fee per bank account in which bank provides reporting balances and debit/credit activity on the agency's bank account via direct transmission to another bank on a next-day basis.	account			\$0.00
Business Fax Prior Day Acct		A monthly fee per bank account in which bank provides balances and debit/credit activity via fax to the state agency on a next-day basis.	account			\$0.00
Business Fax Prior Day Maint		A monthly fee per bank account in which bank provides balances and debit/credit activity on accounts via fax on a next-day basis.	account			\$0.00
		<b>Web-based portal that allows a state agency to view balances and detail transactions posted to their bank account, to request stop pay of a check issued, to request special reports etc.</b>				
Web-based portal Internal Transfer Maintenance (PC Software-based Internal Transfer Maintenance)		A monthly fee per bank account in which bank provides access to the Internal Transfer module of Web-based portal on-line communication service between the state agency and bank. Internal transfers are transfers from one bank account to another bank account.	account			\$0.00
Internal Transfer per transfer (Internet-based Internal Transfer)		A per transaction fee waived by bank to transfer funds from one bank account to another bank account when the agency makes the transfer requests through Web-based portal.	item			\$0.00
Acct Transfer Item		A per transfer fee to transfer funds from one bank account to another account initiated through Web-based portal.	transfer			\$0.00
Client Maintenance		A monthly subscription fee for a single sign-on, web-based, modular cash management tool.	month			\$0.00
Account Maintenance		A per bank account fee for providing balances and debit/credit activity on bank accounts via Web-based portal. Activity includes both next-day and same -day reporting.	account	2,035		\$0.00
Multibank Account Maintenance		A per bank account fee for providing balances and debit/credit activity on multibank accounts via Web-based portal. Activity includes both next-day and same -day reporting.	account			\$0.00
Transactions Reported - 45 day		A per transaction fee for providing debit/credit activity on bank accounts via Web-based portal. Activity includes both next-day and same-day reporting. Information is stored and available for 45 days.	transaction	1,236,013		\$0.00
Transactions Reported - 90 day		A per transaction fee for providing debit/credit activity on bank accounts via Web-based portal. Activity includes both next-day and same-day reporting. Information is stored and available for 90 days.	transaction	2,318,485		\$0.00
Transactions Reported - 1 year		A per transaction fee for providing debit/credit activity on bank accounts via Web-based portal. Activity includes both next-day and same-day reporting. Information is stored and available for 1 year.	transaction	32,917		\$0.00
Transactions Reported - 2 year		A per transaction fee for providing debit/credit activity on bank accounts via Web-based portal. Activity includes both next-day and same-day reporting. Information is stored and available for 2 years.	transaction			\$0.00
Cont Disb Checks Reported		A per transaction fee for providing check debit activity on controlled disbursement bank accounts via Web-based portal.	transaction	71,904		\$0.00
Extended Transaction Detail		A per record fee for providing additional extended transaction detail information via Web-based portal.	per 88 record			\$0.00
Web-based portal Subscrip Fee		A monthly subscription fee for a single sign-on, web-based, modular cash management tool.	month			\$0.00
Web-based portal Maint Fee (per customer ID)		A fee assessed per user for each Web-based portal module subscribed to.	users			\$0.00
Web-based portal Acct Maint Fee - 10 Day History (Software-based/PC Software-based Previous Day Account and Intraday Account)		A per bank account fee for providing balances and debit/credit activity on bank accounts via Web-based portal. Activity includes both next-day and same -day reporting. 10 days of history accessible on-line.	account	6		\$0.00
Web-based portal Acct Maint Fee - 45 Day History (Software-based/PC Software-based Previous Day Account and Intraday Account)		A fee per bank account for providing balances and debit/credit activity on accounts via Web-based portal. Activity Includes both next-day and same -day reporting. 45 days of history accessible on-line.	account	428		\$0.00
Web-based portal Acct Maint Fee - 90 Day History (Software-based/PC Software-based Previous Day Account and Intraday Account)		A fee per bank account for providing balances and debit/credit activity on accounts via Web-based portal. Activity includes both next-day and same -day reporting. 90 days of history accessible on-line.	account	251		\$0.00
Info Svcs Transactions Loaded (Software-based/PC Software-based Previous Day Item and Intraday Item)		A per transaction fee for providing debit/credit activity on bank accounts via Web-based portal. Activity includes both next-day and same-day reporting.	item	479,101		\$0.00
Web-based Special Report Fee - per customer ID (Software-based Special Report Maintenance)		A base fee for providing access to Special Reports via Web-based portal. Special Reports are various text reports including reports on incoming ACH transactions, ACH returns, Lockbox reports, etc.	account	6		\$0.00
ACH Returns Report Fee - per report (Software-based Special Report Line)		A per report fee to provide text information via the Special Reports module of Web-based portal.	report			\$0.00
Commercial Online Standard Monthly Service		Standard online service level monthly service fee. Less sophisticated online reporting service for smaller agencies instead of Web-based portal. File limit and per account limitations.	plan			\$0.00
Commercial Online Premium Monthly Service		Premium online service level monthly service fee. Less sophisticated online reporting service for smaller agencies instead of Web-based portal. File limit and per account limitations.	plan			\$0.00

BANKING SERVICES		DESCRIPTION OF EACH LINE ITEM	PRICED PER	ANNUAL VOLUME	PRICE PER ITEM	ANNUAL PRICING
14	<b>International Services</b>					
	Foreign Check Deposit (CAD)	A fee for sorting; balancing; clearing and calculating exchange rate adjustments for checks deposited by a state agency which are drawn on Canadian banks; denominated in either US or Canadian dollars. Canadian items receive 3 days availability.	check	204		\$0.00
	Foreign Check Return (CAD)	A fee for processing a Canadian check deposited by a state agency which has been returned by the bank the check was drawn on unpaid.	check	3		\$0.00
15	<b>Check Conversion Service</b>	<b>"Check Conversion Service" (CCS) is a remote deposit solution. Bank's technology enables clients to scan their checks, securely store them at a web-accessible archive, convert consumer checks into ACH transactions, and submit the images to bank processing centers for deposit and clearing. Only consumer checks are eligible for conversion to ACH. Corporate checks are cleared in one of 2 ways: 1) reprinted as IRD's (Image Replacement Documents) at sites in close proximity to the clearing bank in order to expedite the clearing process; or 2) cleared through an image exchange with banks that have this capability. CCS programs are set up as either all IRD or as a combined program with ACH. The type of program is determined by the mix of consumer and corporate payments.</b>				
	DPC Maintenance	A monthly maintenance fee for each account setup with a combined CCS program of IRD's (image replacement document) and ACH (Automated Clearing House Network).	account	70		\$0.00
	DARC Item Originated (Check Conversion Service)	Items originated through the ACH system from the distributed capture product. Fee includes capture of item; processing item; and ACH fees.	item	104,606		\$0.00
	IRD Creation (Check Conversion Service)	A fee for the creation of of an IRD (Image Replacement Document - as defined by Check 21 Legislation) check which substitutes in cases where the original transaction cannot be converted to an ACH transaction or settle via other means with the bank the check is drawn against.	item			\$0.00
	DPC ACH Return - Paper Notification (ACH Return US Mail Notification)	A fee to notify the state agency via mailed paper report of an ACH return.	item			\$0.00
	CCS Software Maintenance	Monthly software maintenance charge for using the Check Conversion Service (CCS) service to scan and clear items per location.	location			\$0.00
	CCS Cleared by IRD (Check Conversion Service)	A per item fee for accounts with CCS and checks reprinted as IRD's for clearing.	item			\$0.00
	CCS Cleared via Image Exchange (Check Conversion Service)	A per item fee for each coupon processed with CCS and checks cleared through an Image Exchange.	item			\$0.00
	Quick Deposit Monthly Service Fee	Monthly maintenance for the Quick Deposit service per profile. Agencies that require remote deposit (instead of CCS for agencies with Web-based portal).	profile			\$0.00
	Quick Deposit Per Deposited Item Fee	Quick Deposit per item fee.	item			\$0.00
	Quick Deposit Monthly Maintenance Per Scanner	Quick Deposit maintenance charged per scanner.	item			\$0.00
16	<b>Image Cash Letter</b>	<b>Image Cash Letter (ICL) is a form of deposit for agencies that have the equipment and technology to create a NACHA formatted X9 image file. It is a form of electronic deposit/check conversion similar to CCS, except the agency has the technology to create a Fed compliant image file for clearing. Items can be cleared as an Image Replacement Document (IRD) or converted to an ACH through the check conversion process.</b>				
	ARC Swap of Data	Overlay proper ACH clearing data.	item	4		\$0.00
	DPC Electronic Resubmit	ACH items which have been returned for insufficient or uncollected funds may be resubmitted a second or third time to collect the monies.	item	7		\$0.00
	DPC ACH Return	Items originated and returned for various return reasons (i.e. account closed; insufficient funds; account not found).	item	4		\$0.00
	Dep Checks On Us Premium	Image On Us item processed with same day ledger credit.	item	225,805		\$0.00
	Dep Checks On Us Standard	Image On Us item processed with next day ledger credit.	item	44,776		\$0.00
	IRD Period One	Image cleared via Image Replacement Document (IRD) - Received between 6:01am - 7pm ET.	item	23		\$0.00
	IRD Period Two	Image cleared via IRD - Received between 7:01pm - 12am ET.	item			\$0.00
	IRD Period Three	Image cleared via IRD - Received between 12:01am - 6am ET.	item			\$0.00
	Image Group One	Image cleared as an image through a third party.	item	621,140		\$0.00
	Image Group Two	Image cleared as an image through bank's Image Network.	item	953,830		\$0.00
	Non Conforming Image Items	Non Conforming Image (NCI) Image Item failing Image Quality Analysis test and failing further inspection (for deposits made through Image Cash Letter).	item	1,061		\$0.00
	ACH Eligibility Testing/Filter	Item passed through ICL Gateway and acceptability testing and passed to ACH for clearing.	item	11,030		\$0.00
	Image Quality Suspect Items	Image item failing Image Quality Analysis test and forwarded for manual review.	item	9,524		\$0.00

BANKING SERVICES	DESCRIPTION OF EACH LINE ITEM	PRICED PER	ANNUAL VOLUME	PRICE PER ITEM	ANNUAL PRICING
	File Transmission -- FTP	transmission			\$0.00
	File Transmission-VPN	transmission			\$0.00
	ICL Deposit Standard	item			\$0.00
	ICL Deposit Late	item	6		\$0.00
	ICL Deposit Early	item	694		\$0.00
<b>17</b>	<b>Collateral /Safekeeping</b>				
	Safekeeping				\$0.00
	Transactions per trade				\$0.00
	Purchases				\$0.00
	Sales				\$0.00
	Maturities/Calls/Free Movements				\$0.00
	Interest Receipts				\$0.00
	Security Free Deliveries & Receipts or Memo Posting				\$0.00
	Manual Trade/Corporate Action Surcharge				\$0.00
	Accounting per account				\$0.00
	Investment Portfolio Wires / cash transfers				\$0.00
	Performance Management per account using performance management services				\$0.00
	Class Action Filing Service (optional)				\$0.00
	Investment Products (Collateral Management)	dollars			\$0.00
					\$0.00
<b>18</b>	<b>Check Printing Service</b>				
	Check Print Maintenance	account	22		\$0.00
	Per Check Print	check	166,644		\$0.00
	Per Additional Page Print	page			\$0.00
	Check Print Manual Pull (Custom)	client			\$0.00
	Check Print Insert (Custom)	insert			\$0.00
	Check Print File Upload Fee	file	115		\$0.00
	Check Print Postage-Domestic	item			\$0.00
	Check Print Postage-Foreign	item			\$0.00
<b>19</b>	<b>Other Charges and Credits</b>				
	Misc. Svces-Lbx Rental Fee	annual rental			\$0.00
	Misc. Services-Ck Deposit Slip	item			\$0.00
	Implementation and Special Programming Fees	per hour			\$0.00
	Miscellaneous Credit - Refund				
	<b>TOTAL ANNUAL PRICING</b>				<b>\$0.00</b>

**Earning Credit Rate**

The state will maintain collected balances in the central depository bank account to cover anticipated clearings. The Earnings Credit Rate earned on collected balances may be used to offset bank service charges and/or be representative of interest earnings due the State calculated as follows:

$$\frac{(\text{Avg. Investable Balance}) \times (\text{Earnings Credit Rate}) \times (\text{number of days in month})}{\text{Actual number of days in the year}}$$

Place proposed earnings credit rate on line above