CONTRACT

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract constitutes the entire contract between the Parties concerning the subject matter of the contract and supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

1. **TERM AND TERMINATION**
2. **DESCRIPTION OF SUPPLIES AND SERVICES**
3. **PRICING**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STANDARD CERTIFICATIONS**
6. **DISCLOSURES AND CONFLICTS OF INTEREST**
7. **SUPPLEMENTAL PROVISIONS**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown below.

VENDOR
(Vendor Name) Chapman and Cutler LLP

Signature Kelly K. Kost

Printed Name: Kelly Kost

Title: Partner Date: January 10, 2014

Address 111 West Monroe

Chicago, Illinois 60603

Phone 312/845-3000

STATE OF ILLINOIS
(Procuring Agency Name) Governor's Office of Management and Budget

Official Signature

Printed Name Jerome Stermer

Title Acting Director Date 1-10-2014

Designee Signature

Printed Name John Sinsheimer

Title Director of Capital Markets

Chicago, IL 60601

Phone 312-814-0023 Fax 312-814-5104

E-mail john.sinsheimer@illinois.gov

1. TERM AND TERMINATION

1.1 TERM OF THIS CONTRACT: This contract has an initial term of two (2) years, commencing on January 10, 2014, subject to renewal at the option of the State for up to two (2) additional one-year terms.

Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.

1.2 RESERVED.

1.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

1.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 GOAL: To utilize the knowledge and expertise of the Vendor, that is lacking in the Procuring Agency's staff, to obtain supplies and services necessary to help meet the statutory responsibilities of the Procuring Agency.

2.2 SUPPLIES AND/OR SERVICES REQUIRED:

2.3 MILESTONES AND DELIVERABLES: NOT APPLICABLE.

2.4 VENDOR / STAFF SPECIFICATIONS:

2.5 ASSIGNMENT AND SUBCONTRACTING:

2.5.1 This contract may not be assigned, transferred in whole or in part by the Vendor without the prior written consent of the State.

2.5.2 For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.

Will subcontractors be utilized? [X] **Yes** ☐ No

2.5.3 Vendor shall describe below the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. Vendor shall provide a copy of any subcontracts within 20 days of execution of this contract. **See Attachment A for description.**

2.5.4 The Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Vendor shall provide to the State a copy of all such subcontracts within 20 days of execution of the subcontract.

2.5.5 All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

2.6 TRANSPORTATION AND DELIVERY:

2.7 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor manufactures the supplies or performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor. Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

Location where services will be performed Chicago, Illinois
Value of services performed at this location 100%

Location where services will be performed _____
Value of services performed at this location _____

2.8 SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

2.9 WARRANTIES FOR SUPPLIES AND SERVICES:

2.9.1: **NOT APPLICABLE**
2.9.2: **NOT APPLICABLE**

2.9.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

2.10 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

2.10.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

2.10.2 By August 31 of each year, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (35 ILCS 5/216, 5/217).

3. PRICING

3.1 METHOD AND RATE OF COMPENSATION: The State will compensate Vendor for the term of the Contract as follows: Subject to the next paragraph, for the first bond financing transaction in each of the categories identified below, aggregate compensation for Vendor and any Sub-Contractor will be $150,000. For each subsequent bond financing transaction in each of the categories identified below, aggregate compensation for Vendor and any Sub-Contractor will be $90,000.

The State and the Vendor may agree based on timing considerations, aggregate compensation for the first and the second bond financing transactions in any of the following identified categories shall each be $120,000 (so that aggregate compensation for both transactions shall be unchanged from aggregate compensation calculated in accordance with the prior paragraph).

For purposes of this section, the categories of "identified bond financing transactions" are as follows: General Obligation—New Money; Build Illinois—New Money; General Obligation—Refunding; Build Illinois—Refunding; Qualified School Construction Bonds; and Short-Term Borrowing; and any other type of bond financing not specifically identified above and that GOMB and Vendor mutually agree should be identified as a new category for reasons relating to structure and security for the transaction.

Additionally, to the extent that State debt issuance is subject to significant new federal legislative or regulatory requirements not in effect at the time of execution of this contract, GOMB and Vendor shall mutually agree to an appropriate adjustment of fees based on the additional effort required to comply with such requirements.

3.2 TYPE OF PRICING: Pricing under this contract is as described in Section 3.1

3.3 RESERVED.

3.4 EXPENSES: The Vendor shall be reimbursed up to a maximum amount of $5,000 per debt issuance for actual out-of-pocket expenses approved in advance by GOMB.

3.5 DISCOUNT: NOT APPLICABLE

3.6 TAX: Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

3.7 INVOICING: Vendor shall invoice at the completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in this contract. Send invoices to:

Governor's Office of Management and Budget
Attn.: Jessica Akey
James R. Thompson Center, Suite 15-100
100 W. Randolph
Chicago, IL 60601

3.8 PAYMENT TERMS AND CONDITIONS:

3.8.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25). All invoices are subject to statutory offset (30 ILCS 210).

3.8.2 Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.

3.8.3 The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

3.8.4 As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. Vendor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; http://www.state.il.us/agency/idol/index.htm to ensure understanding of prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60): This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

4.3 TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

4.4 NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.5 FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

4.6 CONFIDENTIAL INFORMATION: Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information. Notwithstanding anything herein to the contrary, any ideas and documents prepared by the attorneys at the Vendor as part of its work may be used by such attorneys and the Vendor in other contexts, except for confidential information of the State.

4.7 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

4.8 VENDOR OBLIGATIONS: Vendor shall be obligated to perform its obligations under this Contract in accordance with all applicable standards and requirements of professional responsibility for bond and disclosure counsel and Vendor shall have liability to the State for all actual damages and costs (including, without limitation, attorneys' fees and expenses of outside counsel when necessary to complete or correct work because of Vendor's failure to satisfy these obligations) incurred by the State as a result of Vendor's failure to satisfy these obligations, all to the extent permitted by the governing law. Neither Party shall be liable for incidental, special, consequential or punitive damages.

4.9 INSURANCE: Vendor shall, at all times during the term and any renewals, maintain Professional Liability Insurance with coverage of at least $50,000,000 per claim and $100,000,000 in aggregate. Such insurance shall be provided by Attorney's Liability Insurance Society (ALAS) (or an alternative insurance provider that provides Professional Liability Insurance to law firms similar in size and areas of practice to the Vendor).

4.10 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.11 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.12 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.13 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or

agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.

4.14 APPLICABLE LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at http://www.ilga.gov/legislation/ilcs/ilcs.asp). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

4.15 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

4.16 CONTRACTUAL AUTHORITY: The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement officer or authorized designee signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

4.17 NOTICES: Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

4.18 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.19 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

4.20 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract.

5. STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

5.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- Vendor and it subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

5.2 Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

5.3 Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.

5.4 Vendor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).

5.5 Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

5.6 To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.

5.7 Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

5.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

5.9 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

5.10 Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).

5.11 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

5.12 Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.

5.13 Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).

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

5.15 Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

5.16 Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).

5.17 Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

5.18 In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).

5.19 a) If Vendor employs 25 or more employees and this contract is worth more than $5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.

b) If Vendor is an individual and this contract is worth more than $5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).

5.20 Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed $10,000 (30 ILCS 582).

5.21 Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).

5.22 Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

5.23 Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

5.24 Vendor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

5.25 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

5.26 Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

5.27 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

5.28 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa. (30 ILCS 587)

5.29 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.
or
[X] **Vendor has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.**

6.0 DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are five sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they still must complete Sections 2, 3, 4, 5 and 6 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: Chapman and Cutler LLP

D/B/A (if used): N/A

Name of any Parent Organization: N/A

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. *(All Vendors must complete this section)*

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements

i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k☐, 20f☐, or 40f☐.

OR

b. If Vendor is a privately held corporation with more than 400 shareholders

i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

i. For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual. See Schedule I

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
   ☐ Yes [ ] No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
   [ ] Yes ☐ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
   [ ] Yes ☐ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
   ☐ Yes [ ] No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: *See Below_____. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
   0.5% or less_____>0.5 to 1.0% _____>1.0 to 2.0%_____ >2.0 to 3.0 %_____> 3.0 to 4.0%_____%
   >4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

   Sole Proprietorship ☐ Stock ☐ Partnership ☐ Other (explain)_____

   Name: Chapman & Cutler LLP (See attached list)_____
   Address: 111 West Monroe, Chicago, IL 60603_____

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____ See Schedule II

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No [ ]

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes [ ] No ☐

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes [ ] No ☐

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes [ ] No ☐

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes [ ] No ☐

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes [ ] No [ ]

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes [ ] No [ ]

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes [ ] No [ ]

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes [ ] No [ ]

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

Section 2: Section 50-13 Conflicts of Interest (*All Vendors must complete this section*)

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: [X] No Conflicts Of Interest
[ ] Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Disclosure of Potential Conflicts of Interest for Each Individual Named in Section c-1

Explanation of Potential Conflicts of Interest:

Section 3: Debarment/Legal Proceeding Disclosure *(All Vendors must complete this section).*

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years: See Schedule I

Debarment from contracting with any governmental entity	Yes ☐	No [X]
Professional licensure discipline	Yes ☐	No [X]
Bankruptcies	Yes ☐	No [X]
Adverse civil judgments and administrative findings*	Yes ☐	No [X]
Criminal felony convictions	Yes ☐	No [X]

*To the knowledge of Vendor management, the answer to this question is no. The Vendor does not maintain records of such personal adverse civil judgments and administrative findings against Vendor partners which are unrelated to any business of the Vendor, but it is possible that such personal matters could exist, such as in divorce or personal injury matters unrelated to the Vendor's business. Any such matters would not have an adverse affect on the Vendor's ability to perform its services under this Contract.

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Section 4: Disclosure of Business Operations with Iran *(All Vendors must complete this section).*

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

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

or

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

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

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

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

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

_____

_____

Section 5: Current and Pending Contracts *(All Vendors must complete this section).*

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes [X] No [ ]

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

Agency	Description of Services
See Schedule III	

Section 6: Representative Lobbyist/Other Agent *(All Vendors must complete this section).*

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes [ ] No [X]

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: Chapman and Cutler LLP
(Vendor/Subcontractor Name)

Name of Authorized Representative: Kelly Kost

Title of Authorized Representative: Partner

Signature of Authorized Representative: Kelly K. Kost

Date: January 10, 2014

7. SUPPLEMENTAL PROVISIONS

7.1 State Supplemental Provisions

☐ Definitions

☐ Required Federal Clauses, Certifications and Assurances

☐ ARRA Requirements (American Recovery and Reinvestment Act of 2009)

☐ Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than $200 per month or $2000 per year (30 ILCS 500/25-60)

☐ Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)

[X] BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)

☐ Other (describe)

7.2 Vendor Supplemental Provisions

☐ _____

ATTACHMENT A

The names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract are set forth below. Each sub-contractor will act as co-bond counsel for the bond financing transactions described in Section 3.1 of this Contract and sub-contractor compensation will be 30% of the aggregate compensation described in Section 3.1 of this Contract.

Burke Burns & Pinelli, Ltd.
Three First National Plaza
70 West Madison Street, Suite 4300
Chicago, Illinois 60602

Charity & Associates, P.C.
20 North Clark Street, Suite 1150
Chicago, Illinois 60602

Hardwick Law Firm LLC
500 N. Michigan Avenue, Suite 300
Chicago, Illinois 60611

Pugh, Jones & Johnson, P.C.
180 North LaSalle Street, Suite 3400
Chicago, Illinois 60601

Shanahan & Shanahan LLP
230 W. Monroe Street, Suite 2620
Chicago, Illinois 60606

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 12710

Chapman and Cutler LLP

111 West Monroe Street

Chicago IL 60603-4080

Information for this business last updated on:

Tuesday, August 25, 2009

Certificate produced on Tuesday, August 25, 2009 at 3:32 PM

Registered Business

SCHEDULE I

Name	% Ownership
Ann E. Acker	0.99%
Kimberly L. Ahlgrim	0.14%
Scott R. Anderson	1.96%
David T. Audley	1.21%
Andrea G. Bacon	0.65%
Cynthia A. Baker	0.64%
Daniel W. Baker	0.79%
David S. Barritt	0.18%
Erin P. Bartholomy	0.75%
Walter P. Begley	1.51%
Michael T. Benz	0.14%
Jeffrey D. Berry	0.92%
Ryan D. Bjerke	0.14%
Jeffrey K. Browning	0.53%
Nancy A. Burke	0.75%
James C. Burr	0.73%
Paul D. Carman	0.79%
David J. Cholst	0.79%
Gregory S. Clore	1.36%
Jeffrey G. Close	0.14%
Rafael L. Cook	0.83%
Richard A. Cosgrove	2.41%
Robert M. Criswell	0.53%
James C. Croke	1.40%
David S. Crossett	1.06%
Keith M. Cyzen	1.06%
Anthony M. DiGiacomo	0.53%
Walter L. Draney	0.53%
Philip M.J. Edison	0.14%
Aaron J. Efta	0.14%
Brent L. Feller	0.14%
Eric F. Fess	4.25%
David M. Field	0.68%
Craig Fishman	0.53%
Felice R. Foundos	1.06%
August J. Francis	0.57%
Marc P. Franson	1.21%
Brian D. Free	1.81%
Michael Friedman	1.02%
Steven G. Frost	1.06%
Scott R. Fryzel	0.53%
Rachel G. George	0.14%
Preetha P. Gist	0.14%
Lynda K. Given	1.36%
Melanie J. Gnazzo	1.21%
Felicia B. Graham	0.75%
Ronald J. Hacker	0.83%
Larry G. Halperin	1.51%
Michael A. Harrison	0.14%
Steven G. Hastings	1.06%
James M. Heiser	0.14%
William C. Hermann	0.14%
Michael S. Himmel	0.14%
John C. Hitt, Jr.	0.57%
Douglas R. Hoffman	0.83%
Van E. Holkeboer	0.64%
Thomas F. Howard	0.14%
R. William Hunter	0.91%
Eric T. Hunter	0.14%
Charles L. Jarik	0.65%

Name	% Ownership
Daniel L. Johnson	2.72%
Brandon T. Johnson	0.14%
Gregory A. Klamrzynski	0.79%
Richard F. Klein	0.83%
Jonathan A. Koff	1.81%
Kelly K. Kost	1.28%
Darrell R. Larsen, Jr.	1.28%
William M. Libit	1.51%
Lorelle L. Lindo	0.14%
Joseph P. Lombardo	0.14%
James E. Luebchow	1.13%
David A. Lulio	0.68%
Douglas L. Madsen	1.06%
Peter C. Manbeck	0.57%
Neil R. Mann	1.66%
Kenneth P. Marin	0.75%
John J. Martin	0.14%
Jill H. Matichak	0.83%
Timothy V. McGree	1.15%
David B. McMullen	1.81%
Michael H. Mitchell	0.98%
Timothy P. Mohan	1.51%
James R. Nelson	1.96%
Mark R. O'Meara	0.53%
Terence T. O'Meara	0.94%
Nathan H.B. Odem	0.14%
Marie C. Oldham	0.68%
Amy L. Olshansky	0.53%
Kristin L. Parker	0.53%
Edward J. Pelican	0.53%
Stacy K. Pike	0.75%
Todd R. Plotner	0.53%
Gary R. Polega	0.53%
Mark D. Rasmussen	0.57%
Mark R. Riccardi	0.83%
Dianne E. Rist	0.60%
Michael D. Robson	0.53%
Anthony R. Rosso	0.79%
Suzanne M. Russell	0.14%
Robert J. Schneider	0.75%
David I. Schrodt	0.75%
Jane H. Shissler	0.14%
James E. Spiotto	3.24%
James P. Sullivan	0.14%
Peter S. Szurley	0.60%
Jennifer L. Tedjeske	0.53%
James R. Theiss, Jr.	1.13%
David W. Thill	0.72%
Carol Thompson	0.72%
Franklin H. Top III	0.91%
M. John Trofa	1.06%
Rebecca Wallenfeisz	0.53%
Christopher F. Walrath	0.72%
Morrison C. Warren	1.96%
Lawrence E. White	0.79%
Nicholas A. Whitney	0.60%
Karl T. Williams	1.13%
Richard A. Wohlieber	0.91%
Anthony D Yager	0.64%

See Schedule II
for addresses of those listed above

Schedule H

The following Partners at Chapman and Cutler LLP (a Partnership) have a Distributive Income Share exceeding $106,447.00.	2a State employment, currently or in the previous 3 years, including contractual employment of services.[1]			2b State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.			2c Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.			2d Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.			2e Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years.			2f Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.			2g Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.			2h Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.			2i Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.			2j Relation to anyone; spouse, father, mother, son, or daughter, who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	
	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y
Acker, Ann E. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Ahlgrim, Kimberly L. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Anderson, Scott R. 111 W. Monroe St Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Audley, David T. B. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Bacon, Andrea G. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X				X	Spouse (Charles L. Jarik) Chapman and Cutler LLP	X			X	
Baker, Cynthia A. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Baker, Daniel W. 111 W. Monroe St Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Barrett, David S. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Bartholomy, Ann P. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X				X	Chapman and Cutler LLP	X			X			X	
Bagley, Walter P 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	

The following Partners at Chapman and Cutler LLP (a Partnership) have a Distributive Income Share exceeding $106,447.00	2a State employment, currently or in the previous 3 years, including contractual employment of services.[1]			2b State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.			2c Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.			2d Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.			2e Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years.			2f Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.			2g Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.			2h Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.			2i Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.			2j Relation to anyone; spouse, father, mother, son, or daughter, who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	
	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y
Benz, Michael T. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Berry, Jeffrey D. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Bjerke, Ryan D. 201 S. Main St. Salt Lake City, UT 84111	X			X			X			X			X			X			X			X			X			X	
Browning, Jeffrey K. 595 Market St. San Francisco, CA 94105	X			X			X			X			X			X			X			X			X			X	
Burke, Nancy A. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Burr, James C. 201 S. Main St. Salt Lake City, UT 84111	X			X			X			X			X			X			X			X			X			X	
Carman, Paul D. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Cholar, David J. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Clore, Gregory S. 595 Market St. San Francisco, CA 94105	X			X			X			X			X			X			X			X			X			X	
Close, Jeffrey O. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Cook, Rafael L. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Cosgrove, Richard A. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	

The following Partners at Chapman and Cutler LLP (a Partnership) have a Distributive Income Share exceeding $106,447.00	2a State employment, currently or in the previous 3 years, including contractual employment of services.'			2b State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.			2c Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.			2d Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.			2e Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years.			2f Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.			2g Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.			2h Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.			2i Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.			2j Relation to anyone; spouse, father, mother, son, or daughter, who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	
	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y
Criswell, Robert M. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Croke, James J. 330 Madison Ave. New York, NY 10017-5010	X			X			X			X			X			X			X			X			X			X	
Crossett, David S. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Cyzen, Keith M. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
DiGiacomo, Anthony M. 330 Madison Ave. New York, NY 10017-5010	X			X			X			X			X			X			X			X			X			X	
Draney, Walter L. 111 W Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Edison, Philip M.J. 111 W Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Efes, Aaron J. 111 W Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Feller, Brent L. 111 W Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Fess, Eric F. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Field, David M. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Fishman, Craig 1717 Rhode Island NW Washington, DC 20036	X			X			X			X			X			X			X			X			X			X	

The following Partners at Chapman and Cutler LLP (a Partnership) have a Distributive Income Share exceeding $106,447.00	2a State employment, currently or in the previous 3 years, including contractual employment of services.[1]			2b State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.			2c Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.			2d Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.			2e Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years.			2f Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.			2g Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.			2h Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.			2i Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.			2j Relation to anyone; spouse, father, mother, son, or daughter, who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	
	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y
Foundos, Felice R. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Francis, August J. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Franson, Marc P. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X				X	Chapman and Cutler LLP; Bank of Montreal; BMO Bankcorp, Inc.; BMO Financial Corp; BMO Harris Bank National Association	X			X			X	
Free, Brian D. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Friedman, Michael 330 Madison Ave. New York, NY 10017-5010	X			X			X			X			X			X			X			X			X			X	
Frost, Steven G. 111 W. Monroe St. Chicago, IL 60603-4080	X			X				X	Elected to Board of Lake County Consolidated High School District #125	X			X			X			X			X			X			X	
Fryzel, Scott R. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X				X	My Father, Michael Fryzel, is a Board member of the National Credit Union Administration	X			X			X			X	

The following Partners at Chapman and Cutler LLP (a Partnership) have a Distributive Income Share exceeding $106,447.00	2a State employment, currently or in the previous 3 years, including contractual employment of services.[1]			2b State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.			2c Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.			2d Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.			2e Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years.			2f Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.			2g Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.			2h Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.			2i Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.			2j Relation to anyone; spouse, father, mother, son, or daughter, who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	
	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y
George, Rachel G. 1717 Rhode Island NW Washington, DC 20036	X			X			X			X			X			X			X			X			X			X			X	
Gist, Preethe P. 1717 Rhode Island NW Washington, DC 20036	X			X			X			X			X			X			X			X			X			X			X	
Given, Lynda K. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X					X	Chapman and Cutler LLP	X			X			X		
Grazzo, Melanie J. 595 Market St. San Francisco, CA 94105	X			X			X			X			X			X			X			X			X			X			X	
Graham, Felicia B. 1717 Rhode Island NW Washington, DC 20036	X			X			X			X			X			X			X			X			X			X			X	
Hacker, Ronald J. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X			X	
Halperin, Larry G. 330 Madison Ave. New York, NY 10017-5010	X			X			X			X			X			X			X			X			X			X			X	
Harrison, Michael A. 595 Market St. San Francisco, CA 94105	X			X			X			X			X			X			X			X			X			X			X	
Hastings, Steven G. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X			X	
Heiser, James M. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X			X	
Herrmann, William C. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X			X	
Hummel, Michael S. 330 Madison Ave. New York, NY 10017-5010	X			X			X			X			X			X			X			X			X			X			X	

The following Partners at Chapman and Cutler LLP (a Partnership) have a Distributive Income Share exceeding $106,447.00	2a State employment, currently or in the previous 3 years, including contractual employment of services.			2b State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.			2c Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.			2d Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.			2e Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years.			2f Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.			2g Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.			2h Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.			2i Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.			2j Relation to anyone; spouse, father, mother, son, or daughter, who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	
	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y
Hitt Jr., John C. 111 W. Monroe St. Chicago, Il 60603-4080	X			X			X			X			X			X			X			X			X			X	
Hoffman, Douglas R. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Holkeboer, Van E. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Howard, Thomas F. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Hunter, Eric T. 201 S. Main St. Salt Lake City, UT 84111	X			X			X			X			X			X			X			X			X			X	
Hunter, R. William 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Jarik, Charles L. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X				X	Chapman and Cutler LLP	X			X			X	
Johnson, Brandon T. 201 S. Main St. Salt Lake City, UT 84111	X			X			X			X			X			X			X			X			X			X	
Johnson, Daniel L. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X				X	Chapman and Cutler LLP; Auburn CUSD	X			X			X	
Klamrzynski, Gregory A. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Klein, Richard F. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Koff, Jonathan A. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	

The following Partners at Chapman and Cutler LLP (a Partnership) have a Distributive Income Share exceeding $106,447.00	2a State employment, currently or in the previous 3 years, including contractual employment of services.[1]			2b State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.			2c Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.			2d Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.			2e Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years.			2f Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.			2g Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.			2h Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.			2i Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.			2j Relation to anyone; spouse, father, mother, son, or daughter, who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	
	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y
Kost, Kelly K. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X				X	Chapman and Cutler LLP	X			X			X	
Larsen Jr., Darrell R. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Libit, William M. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Lindo, Lorelle L. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Lombardo, Joseph P. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Luebehow, James E. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Lullo, David A. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Madsen, Douglas L. 1717 Rhode Island NW Washington, DC 20036	X			X			X			X			X			X			X			X			X			X	
Manbeck, Peter C. 330 Madison Ave. New York, NY 10017-5010	X			X			X			X			X			X			X			X			X			X	
Mann, Neil R. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Marin, Kenneth P. 330 Madison Ave. New York, NY 10017-5010	X			X			X			X			X			X			X			X			X			X	
Martin, John J. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	

The following Partners at Chapman and Cutler LLP (a Partnership) have a Distributive Income Share exceeding $106,447.00	2a State employment, currently or in the previous 3 years, including contractual employment of services.[1]			2b State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.			2c Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.			2d Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.			2e Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years.			2f Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.			2g Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.			2h Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.			2i Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.			2j Relation to anyone; spouse, father, mother, son, or daughter, who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	
	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y
Matichak, Jill H. 595 Market St. San Francisco, CA 94105	X			X			X			X			X			X			X			X			X			X	
McGrae, Timothy V. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X				X	Chapman and Cutler LLP; registration ended 12/31/10		X	Spouse (Patricia M. Curtner)	X			X	
McMullen, David B. 595 Market St., San Francisco, CA 94105	X			X			X			X			X			X			X			X			X			X	
Mitchell, Michael H. 1717 Rhode Island NW Washington, DC 20036	X			X			X			X			X			X			X			X			X			X	
Mohan, Timothy P. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Nelson, James R. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Odem, Nathan H.B. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Oldham, Marie C. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Olshansky, Amy L. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
O'Meara, Mark R. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
O'Meara, Terence T. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Parker, Kristin L. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	

The following Partners at Chapman and Cutler LLP (a Partnership) have a Distributive Income Share exceeding $106,447.00	2a State employment, currently or in the previous 3 years, including contractual employment of services.[1]			2b State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.			2c Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.			2d Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.			2e Appointive office, the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years.			2f Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.			2g Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.			2h Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.			2i Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.			2j Relation to anyone; spouse, father, mother, son, or daughter, who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	
	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y
Pelican, Edward J. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Pike, Stacy K. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Pletner, Todd R. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Polega, Gary R 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Rasmussen, Mark D. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Riccardi, Mark R. 1717 Rhode Island NW Washington, DC 20036	X			X			X			X			X			X			X			X			X			X	
Rist, Dianne E. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Robson, Michael D. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Rosso, Anthony R. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Russell, Suzanne M. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Schneider, Robert J. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Schrodt, David I 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	

The following Partners at Chapman and Cutler LLP (a Partnership) have a Distributive Income Share exceeding $106,447.00	2a State employment, currently or in the previous 3 years, including contractual employment of services.[1]			2b State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.			2c Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.			2d Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.			2e Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years.			2f Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.			2g Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.			2h Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.			2i Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.			2j Relation to anyone; spouse, father, mother, son, or daughter, who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	
	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y
Shlesler, Jane H. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Spiotto, James E. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Sullivan, James P. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Szurley, Peter S. 595 Market St. San Francisco, CA 94105	X			X			X			X			X			X			X			X			X			X	
Tedjeske, Jennifer L. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Thelen Jr., James R. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Thill, David W. 595 Market St. San Francisco, CA 94105	X			X			X			X			X			X			X			X			X			X	
Thompson, Carol 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Top III, Franklin H. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Trofa, M. John 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Wallenfelsz, Rebecca 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Walrath, Christopher F. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	

The following Partners at Chapman and Cutler LLP (a Partnership) have a Distributive Income Share exceeding $106,447.00	2a State employment, currently or in the previous 3 years, including contractual employment of services.[1]			2b State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.			2c Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.			2d Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.			2e Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years.			2f Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.			2g Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.			2h Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.			2i Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.			2j Relation to anyone; spouse, father, mother, son, or daughter, who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	
	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y	Description	N	Y
Warren, Morrison C. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
White, Lawrence E. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X				X	Chapman and Cutler LLP	X			X			X	
Whitney, Nicholas A. 330 Madison Ave. New York, NY 10017-5010	X			X			X			X			X			X			X			X			X			X	
Williams, Kari T. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Wohlleber, Richard A. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	
Yager, Anthony D. 111 W. Monroe St. Chicago, IL 60603-4080	X			X			X			X			X			X			X			X			X			X	

[1] Chapman and Cutler LLP has ongoing relationships with a number of State Agencies as listed in Schedule III to Section 3.

SCHEDULE III

DISCLOSURES – OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

CURRENT CONTRACTS WITH THE STATE OF ILLINOIS OR STATE AGENCIES

Value: Rebate calculation fees are determined for each bond issue based on the anticipated number of computation years, accounts and transactions subject to the rebate requirements, as well as the interest rate structure of the bonds. For other legal services contained herein, the value of the service is dependant on the size and type of bond issues or time spent on a particular legal matter.

Arbitrage Rebate Services for the following:

Southern Illinois University
State of Illinois
University of Illinois
Illinois Finance Authority
Illinois Environmental Protection Agency

Eastern Illinois University: Contract for Bond and Disclosure Counsel Services.

Governors State University: Contract to Provide Bond Counsel Services specializing in public finance, securities and bonding.

Illinois Finance Authority: Contract to advise and counsel the Agency in Federal tax-exempt bond financing matters related to audits, examinations and investigations.

Illinois Finance Authority: Contract for Bond Counsel, and Counsel for Other Financing Transactions Services.

Illinois Finance Authority: Issuer's Counsel Services.

Illinois State University: Contract for Bond and Disclosure Counsel Services.

Illinois Student Assistance Commission: Contract for Bond Counsel Services.

Illinois Tollway Authority: Contract for Bond Counsel Services.

Northeastern Illinois University: Contract for Bond Counsel Services.

Northern Illinois University: Contract for Bond Counsel Services.

Southern Illinois University: Contract to Provide Legal and Transactional representation in the area of tax-exempt financings.

University of Illinois: Approved List of Bond Counsel.

Western Illinois University: Contract for Issuer's Counsel; Loan Counsel; Bond Counsel; Counsel for Other Financing Transactions.

PENDING BIDS, CONTRACTS, PROPOSALS OR OTHER ONGOING PROCUREMENT RELATIONSHIPS

Northern Illinois University: Contract for Bond Counsel Services RFP# bjm041013.

STATE OF ILLINOIS

GOVERNOR'S OFFICE OF MANAGEMENT AND BUDGET

PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT (the "Agreement") is entered into by and between Ronald D. Picur, Ph.D., CPA ("Picur"), and the Governor's Office of Management and Budget ("GOMB").

WHEREAS, Picur possesses expertise, qualifications, specialized skills and experience in the area of State of Illinois (the "State") governmental finance, accounting and budgeting, as well as public finance and state debt management, that are unique to his professional skills and services, and Picur has agreed to perform such professional and specialized services for the benefit of GOMB and the State; and

WHEREAS, GOMB does hereby agree to retain Picur and Picur hereby accepts such retention upon the terms and conditions hereinafter provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1, TERM: Subject to the provisions for termination as hereinafter provided, this Agreement shall become effective July 1, 2013 and shall terminate on June 30, 2014.

ARTICLE 2, DUTIES: Picur shall provide the services (the "Services") set forth in Appendix A attached hereto and incorporated hereby into this Agreement, subject to the terms and conditions set forth in Appendix A. Picur shall perform all Services in full compliance with all applicable federal and state laws, regulations, tax rulings, judicial and administrative orders and decrees, and also subject to and in compliance with all applicable MSRB rules, including without limitation, MSRB Rule G-38. Picur's regular work location, unless changed by GOMB, shall be the James R. Thompson Center, 100 W. Randolph St., Suite15-100, Chicago, Illinois 60601.

ARTICLE 3, COMPENSATION; SCHEDULE; TIME REPORTS: Picur shall be compensated by GOMB for the Services in accordance with the provisions set forth in Appendix B attached hereto and incorporated hereby into this Agreement, subject to the terms and conditions set forth therein and in Appendix A. As set forth in Appendix B, Picur's aggregate compensation hereunder shall not exceed $70,000 for the term of this Agreement.

ARTICLE 4, TERMINATION/EXTENSION: Except as otherwise set forth herein, either party may terminate this Agreement at any time upon seven (7) calendar days' written notice to the other party. Upon termination, Picur shall be paid in accordance with the terms of Appendix B for Services satisfactorily completed prior to the date of termination. This Agreement shall automatically terminate if sufficient funds are not appropriated or otherwise available for GOMB to make the payments required hereunder.

ARTICLE 5, STATUS: Picur is, and at all times during the term of this Agreement shall remain, an independent contractor and, in such capacity, is not entitled to State employment benefits afforded employees subject to the Illinois personnel code, including but not limited to insurance, vacation, sick time and pension benefits. Picur will not receive additional payment for State holidays.

ARTICLE 6, SUBCONTRACTING OR ASSIGNMENT: This Agreement shall not be subcontracted or assigned, in whole or in part, without the prior written consent of the Director of GOMB.

ARTICLE 7, WORK PRODUCT: All documents, data and records produced by Picur in discharging his obligations and performing the Services hereunder, whether preliminary or final, shall be and remain the property of GOMB.

a. GOMB shall have the right to use all such documents, data and records without restriction or limitation and without further compensation to Picur.

b. Upon completion of the Services or termination of this Agreement, all such documents, data and records shall, at the option of GOMB, be appropriately arranged, indexed and delivered to GOMB by Picur.

c. Any documents, data and records given to or prepared by Picur under this Agreement shall not be made available to any outside individual or organization by Picur without prior written approval of GOMB. Any confidential and proprietary, non-public information secured by Picur from GOMB in connection with carrying out the services under this Agreement shall be kept confidential unless disclosure of such information is approved in writing by GOMB or unless disclosure otherwise is required by law.

ARTICLE 8, LIABILITY: GOMB does not assume any liability for acts or omissions of Picur and such liability rests solely with Picur.

ARTICLE 9, NOTICES: All notices required under the terms of this Agreement shall be delivered (a) in person, (b) by certified or registered mail with return receipt to the last known address of the parties hereto, or (c) by email with return receipt, followed by a hard copy by mail to the last known address of the parties hereto.

ARTICLE 10, BREACH: In the event of any breach of this Agreement by Picur, GOMB may immediately terminate this Agreement without penalty and without limitation of any right, remedy, or relief available under applicable law. GOMB's failure to declare a breach on one occasion shall not act as a waiver of such breach or of GOMB's right to declare a breach on any other occasion.

ARTICLE 11, RIGHT TO AUDIT: Picur agrees that GOMB or its representative(s) shall have the right to examine any of his records that directly relate to this Agreement **(30 ILCS 500/20-65)**.

ARTICLE 12, CONFLICT OF INTEREST: Picur agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflicts of interest **(30 ILCS 500/50-13 and 50-35)** and the terms, conditions and provisions of the foregoing Sections apply to and are made a part of this Agreement as though they were incorporated and included herein. If any State officer or employee has a prohibited interest, this Agreement may be cancelled without charge or penalty to GOMB or the State.

ARTICLE 13, LEGAL ABILITY TO CONTRACT: Picur certifies that he is under no legal prohibition on contracting with GOMB or the State, has no known conflicts of interest and further specifically certifies that:

a. Picur will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this Agreement.

b. Picur is not in default on an educational loan **(5 ILCS 385/3)**.

c. Picur has informed the Director of GOMB in writing if he was formerly employed by that agency and has received an early retirement incentive prior to 1993 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Picur has not received an early retirement incentive in or after 2002 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that

contracts in violation of Section 15a of the State of Illinois Finance Act are not payable from the "contractual services" or other appropriation line items **(30 ILCS 105/15a)**.

d. Picur has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has he made an admission on the record of having so bribed or attempted to bribe any such person **(30 ILCS 500/50-5)**.

e. If Picur has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony **(30 ILCS 500/50-10)**.

f. Picur is not barred from being awarded a contract because Picur is delinquent in the payment of any debt to the State of Illinois (or if delinquent has entered into a deferred payment plan to pay the debt), and Picur acknowledges the contracting Agency may declare the contract void if this certification is false **(30 ILCS 500/50-11)** or if Picur later becomes delinquent and has not entered into a deferred payment plan to pay off the debt **(30 ILCS 500/50-60)**.

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

h. Picur is not in violation of the "Revolving Door" section of the Illinois Procurement Code **(30 ILCS 500/50-30)**.

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

j. Picur will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Agreement. This certification applies to contracts of $5,000 or more with: individuals; and to entities with twenty-five (25) or more employees **(30 ILCS 580)**.

k. Picur is not participating and shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed $10,000 **(30 ILCS 582)**.

l. Picur has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States **(720 ILCS 5/33E-3, 5/33E-4)**.

m. Picur complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies **(775 ILCS 5/2-105)**.

n. Picur does not pay dues to, or reimburse or subsidize payments by his employees for, any dues or fees to any "discriminatory club" **(775 ILCS 25/2)**.

o. Picur complies with the State of Illinois Prohibition of Goods from Forced Labor Act: in relation to a public works projects, no foreign-made equipment, materials, or supplies furnished to GOMB or the State of Illinois under the Agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction **(PA 93-0307)**.

p. Picur certifies that he has not been convicted of a felony under the Sarbanes-Oxley Act of 2003 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the Agreement. Picur acknowledges that GOMB shall declare the Agreement void if this certification is false **(30 ILCS 500/50-10.5)**.

q. Picur certifies that he is not in violation of Section 50-14.5 of the Illinois Procurement Code, which states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated" **(410 ILCS 45)**.

r. Picur warrants and certifies that he has and will comply with **Executive Order No. 1 (2007)**. The Order generally prohibits contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

s. Picur certifies that he has read, understands, and is in compliance with **Public Act 95-971** and will not make or solicit a contribution that will violate the Act. In general, **Public Act 95-971** contains new registration and reporting requirements for certain vendors, as well as limitations on political contributions by certain vendors and their affiliates. These requirements shall be effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

Picur further certifies, in accordance with **Public Act 95-971**, that either (check the following that applies):

☐ Picur is not required to register as a business entity with the State Board of Elections.

or

☐ Picur has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

Picur acknowledges that the State may declare this Agreement void without any additional compensation due to the Agreement if this certification is false or if the Act is violated.

ARTICLE 14, RECORDS AND DOCUMENTATION: Picur shall maintain, for a minimum of five (5) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds (excluding compensation) passing in conjunction with the Agreement; the contract and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Auditor General; and, Picur agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Article shall establish a presumption in favor of GOMB and the State for the recovery of any funds paid by GOMB under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement **(30 ILCS 500/20-65)**.

ARTICLE 15, SOLICITATION FOR EMPLOYMENT: Picur shall give prior written notice to GOMB's Ethics Officer if he or any person associated with him solicits or intends to solicit for employment any GOMB employee during any part of the procurement process or during the term of this Agreement.

ARTICLE 16, FEDERAL TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS DISCLOSURE: Under penalties of perjury, Picur certifies that the name, taxpayer identification number, and legal status listed below are correct.

Name:	**Ronald D. Picur, Ph.D., CPA**
Social Security Number:	**318-40-5526**
Address:	**2744 Mildred Avenue** **Chicago, Illinois 60614**

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owners name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status

X Individual
_____ Owner of sole proprietorship
_____ Partnership
_____ Tax-exempt hospital or extended care facility
_____ Corporation NOT providing or billing medical and/or health are services
_____ Governmental entity
_____ Nonresident alien individual
_____ Estate or legal trust
_____ Foreign corporation, partnership, estate, or trust
_____ Other: _____

Picur (and not GOMB) shall be responsible for and satisfy directly all taxes of whatever nature related to payment by GOMB for Picur's services under this Agreement, and Picur agrees to indemnify GOMB for any liability incurred by GOMB in this regard.

ARTICLE 17, LAWS OF ILLINOIS: This Agreement shall be governed in all respects by the internal laws of the State of Illinois. Any claim against GOMB or the State arising out of this Agreement must be filed exclusively in the Illinois Court of Claims.

ARTICLE 18, ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties and supersedes any and all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof. This Agreement may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, modification, extension, or discharge is sought. The parties recognize and agree that this Agreement does not prevent or limit the parties from entering into one or more other arrangements for different services to be provided by Picur to GOMB for the same or different term.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto hereby duly authorize this Agreement by affixing their signatures below.

GOVERNOR'S OFFICE OF MANAGEMENT AND BUDGET

Jerome Stermer, Acting Director

6-17-13

Date

RONALD D. PICUR

Ronald D. Picur

6-10-13

Date

APPENDIX A

DESCRIPTION OF SERVICES:

Picur shall, as and when directed by the Director of GOMB, the Director of Capital Markets of GOMB, and/or their respective designee(s) (collectively, "GOMB Management"), in their sole discretion, provide capital financing, debt issuance and management-related services in connection with the issuance of General Obligation and Build Illinois Bonds and Certificates by the State (collectively, "Bonds"), including without limitation the following:

a. Advising the State and GOMB concerning the security, structure, marketability and terms and conditions of financings related to issuance of the Bonds.

b. Facilitating the preparation, review and revision of documentation necessary or appropriate in the opinion of GOMB Management to issue the Bonds.

c. Taking such incidental or related actions on behalf of the State and GOMB as may be necessary or appropriate in the opinion of GOMB Management in furtherance of the foregoing.

d. Performing such other tasks related to the issuance of the Bonds as may be otherwise directed by GOMB Management.

In furtherance of the foregoing, Picur shall provide to GOMB, without limitation, various fiscal and budgetary advisory services, including assistance with revenue and expenditure planning and forecasting, financial reporting, budgeting, performance measurement, and such other analyses, meetings and professional services as requested by GOMB Management from time to time. In addition, Picur shall produce such reports and analyses as GOMB Management may request from time to time.

The timing and extent of GOMB's use of Picur's services hereunder shall be in the sole discretion of GOMB Management.

APPENDIX B

COMPENSATION FOR SERVICES:

Picur shall be compensated for the Services rendered under this Agreement, subject to and in accordance with Appendix A, in an amount equal to ½ of 1 basis point (0.005%) of the aggregate amount of proceeds generated from each individual Bond issuance with respect to which GOMB elects to use his Services, not to exceed $70,000 in the aggregate during the term of this Agreement. For this purpose, Bond issuances shall include Build Illinois Bonds (both competitive and negotiated), General Obligation Bonds (both competitive and negotiated), refunding Bond issuances, and any other Bonds issued by the State during the term of the Agreement.

BILLING FOR SERVICES:

At or subsequent to the closing of a Bond issuance for which Picur's Services were used, Picur shall submit invoices in the format described herein to GOMB for such Services performed.

a. The invoice shall be in the form determined appropriate by GOMB Management.

b. The amount shown on the invoice for Services shall be in accordance with and shall in no event exceed the rates described above.

c. The invoice shall contain, or is hereby deemed to contain, a statement which reads substantially as follows:

> Picur hereby certifies that the Services supplied and expenses incurred (to the extent any such expenses are reimbursable) as stated in the attached invoice have met all of the required standards set forth in that certain Personal Services Agreement by and between Picur and the Governor's Office of Management and Budget dated as of August 2012.

d. To ensure prompt payment under this Agreement, all invoices for Services performed and expenses incurred (to the extent any such expenses are reimbursable) by Picur prior to July 1st of each contract year must be presented to GOMB no later than the following August 1st.

e. Notwithstanding any other provision of this Agreement, GOMB shall not be obligated to make payment to Picur for invoices presented after August 1st following the end of a contract year. Picur's failure to present such invoices prior to August 1st may require him to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly (**30 ILCS 105/25**).

PAYMENT FOR SERVICES:

GOMB will use its commercially reasonable efforts to secure payment for the Services furnished and expenses incurred under this Agreement within sixty (60) days after the date of closing of the relevant Bond issuance. Payment will be made in an amount equal to the amount earned through the date of the invoice less previous partial payments.

a. Final payment shall be made upon determination by GOMB that all requirements under this Agreement have been fulfilled, which determination shall not be unreasonably withheld. Such final payment shall be subject to adjustment after completion of an audit of Picur's records as provided in this Agreement. GOMB may waive its audit rights in its discretion.

b. All recordkeeping shall be in accordance with sound accounting standards.

CONTRACT

The Parties to this contract are the State of Illinois acting through the Governor's Office of Management and Budget ("GOMB") (collectively the State) and Public Resources Advisory Group ("Vendor"). This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract constitutes the entire contract between the Parties concerning the subject matter of the contract and supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

1. **TERM AND TERMINATION**
2. **DESCRIPTION OF SUPPLIES AND SERVICES**
3. **PRICING**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STANDARD CERTIFICATIONS**
6. **DISCLOSURES AND CONFLICTS OF INTEREST**
7. **SUPPLEMENTAL PROVISIONS**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown below.

VENDOR

(Vendor Name) Public Resources Advisory Group, Inc.

Signature

Printed Name Thomas F. Huestis

Title Senior Managing Director Date 11-13-13

Address 40 Rector Street, Suite 1600

New York, NY 10006

Phone 212-566-7800 Fax 212-566-7816

E-mail thuestis@pragny.com

STATE OF ILLINOIS

(Procuring Agency Name) Governor's Office of Management and Budget

Official Signature

Printed Name Jerome Stermer

Title Acting Director Date 11/15/13

Designee Signature

Printed Name John Sinsheimer

Title Director of Capital Markets

Address 100 W. Randolph St., Ste. 15-10
Chicago, IL 60601

Phone 312-814-0023 Fax 312-814-5104

E-mail john.sinsheimer@illinois.gov

CHIEF PROCUREMENT OFFICER

Official Signature

Printed Name

Title Date

Address

Designee Signature

Printed Name

Title Date

STATE USE ONLY ***NOT PART OF CONTRACTUAL PROVISIONS***

PBC# *Project Title*

Contract # *Procurement Method (IFB, RFP, Small, etc.):*

IPB Ref. # *IPB Publication Date:* *Award Code:*

Subcontractor Utilization? ☐ *Yes* ☐ *No* *Subcontractor Disclosure?* ☐ *Yes* ☐ *No*

Funding Source *Obligation #*

CPO 33 – General Counsel Approval:
Signature *Printed Name* *Date*

1. TERM AND TERMINATION

1.1 TERM OF THIS CONTRACT: This contract has an initial term commencing on [11/13/13] and ending on [07/31/14]. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.

1.2 RENEWAL: The contract is not subject to renewal, provided the Parties can extend the term of this contract by the Parties' prior written consent in the event the Offering (as hereinafter defined) shall not have been consummated by the termination date of this contract.

1.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

1.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 GOAL: To utilize the knowledge and expertise of the Vendor, that is lacking in the Procuring Agency's staff, to obtain supplies and services necessary to help meet the statutory responsibilities of the Procuring Agency. GOMB has a need, as specified in Appendix A, for specialized professional and Financial Advisory Services in connection with The State of Illinois, General Obligation Bonds, Series of December 2013, $650,000,000, Competitive Bond Offering (the "Offering").

2.2 SUPPLIES AND/OR SERVICES REQUIRED: The Contractor shall provide the services specified in Appendix B.

2.3 ASSIGNMENT AND SUBCONTRACTING:

2.3.1 This contract may not be assigned, transferred in whole or in part by the Vendor without the prior written consent of the State.

2.3.2 For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.

Will subcontractors be utilized? ☐ Yes ☒ No

2.4 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise specified in this section, all services shall be performed in the United States. If the Vendor manufactures the supplies or performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor. Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

Location where services will be performed 117 Gayley Street, Suite 200, Media, PA 19063 and 40 Rector Street, Suite 1600, New York, NY 10006
Value of services performed at this location 100%

2.5 SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

2.6 WARRANTIES FOR SUPPLIES AND SERVICES:

2.6.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

2.6.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

2.6.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign

immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

2.7 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

2.7.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

2.7.2 By August 31 of each year, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (35 ILCS 5/216, 5/217).

3. PRICING

3.1 METHOD AND RATE OF COMPENSATION: The State will compensate Vendor for the initial term as follows:

☐ Hourly _____
☐ Monthly _____
☐ Annually _____
☒ Project General Obligation Bonds, Series of December 2013, $650,000,000, Competitive Bond Offering
☐ Item (show unit of measure and rate)_____

3.2 TYPE OF PRICING: Pricing under this contract is

☒ Firm $25,000 (with $5,000 of approved vendor expenses)
☐ Estimated_____

3.3 RENEWAL COMPENSATION: If this contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

3.6 TAX: Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

3.7 INVOICING: Vendor shall invoice at the completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in this contract.

Send invoices to: State of Illinois, GOMB, Attn: Jessica Akey, 100 W. Randolph, Ste. 15-100, Chicago, Illinois 60601 or Jessica.akey@illinois.gov

3.8 PAYMENT TERMS AND CONDITIONS:

3.8.1 By submitting an invoice, Vendor certifies that the services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25). All invoices are subject to statutory offset (30 ILCS 210).

3.8.2 GOMB will use its reasonable best efforts to secure payment for the services furnished and expenses incurred under this Agreement within sixty (60) days after the date of closing of the Bond Offering. Payment will be made in the amount earned to date of invoice less previous partial payments. a) Final payment will be made upon determination by GOMB that all requirements under this Agreement have been completed, which determination shall not be unreasonably withheld. Such final payment will be made subject to adjustment after completion of an audit of the Contractor's records as provided for in this Agreement. GOMB may waive audit at its option. b) All recordkeeping shall be in accordance with sound accounting standards.

Notwithstanding anything to the contrary contained in this Agreement or the Appendices hereto, GOMB's obligation to make payment for the services furnished and expenses incurred by the Contractor under this Agreement is expressly contingent upon the occurrence of the closing of the Offering and, absent such closing, GOMB shall have no obligation to make any such payment pursuant to this Agreement or otherwise.

3.8.3 Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.

3.8.4 The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

3.8.5 As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing,

building and grounds services, site technician services, natural resource services, security guard and food services. Vendor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; http://www.state.il.us/agency/idol/index.htm to ensure understanding of prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60): This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

4.3 TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

4.4 NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.5 FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

4.6 CONFIDENTIAL INFORMATION: Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.7 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related

intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

4.8 VENDOR OBLIGATIONS: Vendor shall be obligated to perform its obligations under this Contract in accordance with all applicable standards and requirements of professional responsibility applicable to Vendor in its capacity as financial advisor, Vendor shall be registered as a municipal advisor with the SEC and MSRB, and Vendor shall have liability to the State for all actual damages and costs (including, without limitation, attorneys' fees and expenses of outside counsel) incurred by the State as a result of Vendor's failure to satisfy these obligations, all to the extent permitted by the governing law. Neither Party shall be liable for incidental, special, consequential or punitive damages.

4.9 INSURANCE: Vendor shall, at all times during the term and any renewals, maintain Professional Liability Insurance with coverage of $2,000,000 provided by XL Specialty Insurance (or an alternative insurance provider that provides Professional Liability Insurance to firms similar in size and areas of practice to the Vendor). An Excess/Umbrella Liability policy with a per occurrence limit of $4,000,000 will also be maintained.

4.10 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.11 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.12 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.13 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.

4.14 APPLICABLE LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at *http://www.ilga.gov/legislation/ilcs/ilcs.asp*). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

4.15 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

4.16 CONTRACTUAL AUTHORITY: The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement officer or authorized designee signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

4.17 NOTICES: Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract

using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

4.18 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.19 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

4.20 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract.

5. STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

5.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and it subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

5.2 Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

5.3 Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.

5.4 Vendor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).

5.5 Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

5.6 To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.

5.7 Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

5.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

5.9 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

5.10 Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).

5.11 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

5.12 Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.

5.13 Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).

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

5.15 Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

5.16 Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).

5.17 Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

5.18 In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).

5.19 a) If Vendor employs 25 or more employees and this contract is worth more than $5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.

b) If Vendor is an individual and this contract is worth more than $5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).

5.20 Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed $10,000 (30 ILCS 582).

5.21 Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).

5.22 Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

5.23 Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

5.24 Vendor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

5.25 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

5.26 Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

5.27 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

5.28 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa. (30 ILCS 587)

5.29 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.
or
☐ Vendor has registered **and has attached a copy** of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

6.0 DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are five sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they still must complete Sections 2, 3, 4, 5 and 6 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: Public Resources Advisory Group, Inc.

D/B/A (if used): "PRAG"

Name of any Parent Organization: N/A

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. *(All Vendors must complete this section)*

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements

i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k☐, 20f☐, or 40f☐.

OR

b. If Vendor is a privately held corporation with more than 400 shareholders

i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

i. For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☐Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☐ Yes ☐No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☐No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐Yes ☐ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: _____. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
0.5% or less_____>0.5 to 1.0% _____>1.0 to 2.0%_____ >2.0 to 3.0 %_____> 3.0 to 4.0%_____%
>4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☐ Partnership ☐ Other (explain)_____S Corporation_____

Name:_____Public Resources Advisory Group, Inc._____
Address:_____40 Rector Street, Suite 1600, NY, NY 10006_____

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☐

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☐

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☐

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ☐ No ☐

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☐

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☐

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

Section 2: Section 50-13 Conflicts of Interest *(All Vendors must complete this section)*

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: ☐ No Conflicts Of Interest
☐ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure *(All Vendors must complete this section).*

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes ☐	No ☐
Professional licensure discipline	Yes ☐	No ☐
Bankruptcies	Yes ☐	No ☐
Adverse civil judgments and administrative findings	yes ☐	No ☐
Criminal felony convictions	Yes ☐	No ☐

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

_____

_____

Section 4: Disclosure of Business Operations with Iran *(All Vendors must complete this section).*

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

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

or

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

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

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

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

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

_____

_____

Section 5: Current and Pending Contracts (*All Vendors must complete this section).*

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes ☐ No ☐

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

_____

_____

_____

_____

_____

_____

_____

_____

_____

Section 6: Representative Lobbyist/Other Agent (*All Vendors must complete this section).*

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes ☐ No ☐

If yes, please identify each agent / lobbyist, including name and address.

_____

_____

_____

_____

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

_____

_____

_____

_____

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: Public Resources Advisory Group, Inc.
(Vendor/Subcontractor Name)

Name of Authorized Representative: Thomas F. Huestis
Title of Authorized Representative: Senior Managing Director

Signature of Authorized Representative:
Date: 11/13/13

7. SUPPLEMENTAL PROVISIONS

7.1 State Supplemental Provisions

☐ Definitions

☐ Required Federal Clauses, Certifications and Assurances

☐ ARRA Requirements (American Recovery and Reinvestment Act of 2009)

☐ Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than $200 per month or $2000 per year (30 ILCS 500/25-60)

☐ Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)

☐ BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)

☐ Other (describe)

7.2 Vendor Supplemental Provisions

☐ _____

APPENDIX A

NEED FOR SERVICE:

GOMB is responsible for overseeing the issuance of the bonds to be issued in the General Obligation Bonds, Series of December 2013, $650,000,000, Competitive Bond Offering, including without limitation obtaining certain financial advisory services and opinions from a qualified financial advisory firm required in connection therewith.

Therefore, it is necessary for GOMB to obtain these specialized financial advisory services and opinions from a qualified financial advisory firm.

APPENDIX B

DESCRIPTION OF SERVICES:

The role of the Vendor is that of Financial Advisor. As such, the Vendor shall assist and advise GOMB, as necessary or appropriate, throughout the course of the Offering. Such services shall include, without limitation, the following:

(1) Manage the competitive bidding process and confirm each bid. This may include being present at a GOMB office.
(2) Help create and manage the finance schedule.
(3) Review the Official Notice of Sale and Bid Form and the Preliminary Official Statement before publication.
(4) Notify potential bidders of the State's issuance.
(5) The Vendor shall perform the Services in full compliance with all applicable federal and State law, regulation, tax rulings, judicial and administrative orders and decrees, and also subject to and in compliance with MSRB Rule G-38.
(6) Provide post sale analysis of the financing results.