

# STATE OF ILLINOIS

## CONTRACT

Governor's Office of Management and Budget

PFM Financial Advisors LLC

IPB Reference Number 22038877

\$500,000,000 General Obligation Bonds, Series of May 2018

The Parties to this contract are the State of Illinois acting through the Governor's Office of Management and Budget ("GOMB" or "State") and the PFM Financial Advisors LLC. ("PFM" or "Vendor".) This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, Vendor affirms that the Certifications and, if applicable, the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of Vendor's execution of the contract. This contract 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.

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)

No

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

**\* In lieu of Sections 6 and 7, Vendor's Packet 4 from the RFQ, updated as needed, is hereby incorporated into this contract as Appendix C.**

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 on the following CONTRACT SIGNATURES page.

STATE OF ILLINOIS

CONTRACT

Governor's Office of Management and Budget

PFM Financial Advisors, LLC

IPB Reference Number 22038877

\$500,000,000 General Obligation Bonds, Series of May 2018

VENDOR

Vendor Name: PFM Financial Advisors, LLC	Address: 222 North LaSalle, Ste. 910, Chicago IL 60601
Signature: <i>Adela Cepeda</i>	Phone: 312-523-2425
Printed Name: Adela Cepeda	
Title: Managing Director	Email: cepedaa@pfm.com
Date: 4/20/2018	

STATE OF ILLINOIS

Procuring Agency or University: Governor's Office of Management and Budget	Phone: 312-814-0023
Street Address: 100 W. Randolph St., Suite 15-100	
City, State ZIP: Chicago, IL 60601	
Official Signature: <i>Hans Zigmund</i>	Date: 4/23/2018
Printed Name: Hans Zigmund	
Official's Title: Director	

STATE OF ILLINOIS

CONTRACT

Governor's Office of Management and Budget

PFM Financial Advisors, LLC

IPB Reference Number 22038877

\$500,000,000 General Obligation Bonds, Series of May 2018

VENDOR

Vendor Name: PFM Financial Advisors, LLC	Address: 222 North LaSalle, Ste. 910, Chicago IL 60601
Signature: <i>Adela Cepeda</i>	Phone: 312-523-2425
Printed Name: Adela Cepeda	
Title: Managing Director	Email: cepedaa@pfm.com
Date: 4/20/2018	

STATE OF ILLINOIS

Procuring Agency or University: Governor's Office of Management and Budget	Phone: 312-814-0023
Street Address: 100 W. Randolph St., Suite 15-100	
City, State ZIP: Chicago, IL 60601	
Official Signature:	Date:
Printed Name: Hans Zigmund	
Official's Title: Director	

AGENCY/UNIVERSITY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

Agency or University Reference 16 OMB 07

Project Title: Municipal Advisor

Contract #

Procurement Method (IFB, RFP, Small, etc): RFQ

IPB Ref. # 22038877

IPB Publication Date: 7/6/2016 Award Code:

Subcontractor Utilization?  Yes  No

Subcontractor Disclosure?  Yes  No N/A

Funding Source

Obligation #

Small Business Set-Aside?  Yes  No

Minority Owned Business?  Yes  No Percentage

Female-Owned Business?  Yes  No Percentage

Persons With Disabilities Owned Business?  Yes  No Percentage

Other Preferences?

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## 1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. **SUPPLIES AND/OR SERVICES REQUIRED:** GOMB has a need, as specified in Appendix A, for professional Municipal Advisory Services to assist the State in the issuance of the proposed 1) \$500 million General Obligation Bonds competitive Series of May 2018. Vendor shall provide the services specified in Appendix B.

1.2. **MILESTONES AND DELIVERABLES:** N/A

1.3. **VENDOR / STAFF SPECIFICATIONS:** Work will be performed by Adela Cepeda, Alford Evans, Juan Ramirez, and Robert Rodriguez.

1.4. **TRANSPORTATION AND DELIVERY:** N/A

### 1.5. SUBCONTRACTING

Subcontractors are not allowed.

1.6. **WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor 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: United States of America

Value of services performed at this location: 100%

## **2. PRICING**

- 2.1 TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is estimated.
- 2.2 EXPENSES ALLOWED:** Expenses are allowed, up to a maximum of \$1,500
- 2.3 VENDOR'S PRICING:** Attach additional pages if necessary.
- 2.3.1 Vendor's Price for the Initial Term:** \$65,000. The Vendor will only be paid for services related to the successful sale of the Offerings.
- 2.3.2 Renewal Compensation:** If the 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.
- 2.3.2.1 Agency/University Formula for Determining Renewal Compensation:** To be determined.
- 2.3.2.2 Vendor's Price for Renewal(s):** To be determined
- 2.4 MAXIMUM AMOUNT:** The total payments under this contract shall not exceed \$66,500 without a formal amendment.

### 3. TERM AND TERMINATION

**3.1 TERM OF THIS CONTRACT:** This contract has an initial term of last dated signature to 5/31/2018.

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

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

**3.2 RENEWAL:** N/A

**3.3 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 Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) Vendor has notified the State that it is unable or unwilling to perform the contract.

3.3.1 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 Vendor lacks the financial resources to perform the contract, the State shall provide written notice to 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.

3.3.2 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.

**3.2 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.

3.4.1. 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.

**3.3 AVAILABILITY OF APPROPRIATION:** 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 (30 ILCS 500/20-60), (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. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.

## 4. STANDARD BUSINESS TERMS AND CONDITIONS

### 4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 **Late Payment:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. 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.
- 4.1.2 **Minority Contractor Initiative:** Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 **Expenses:** 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.
- 4.1.4 **Prevailing Wage:** 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, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. 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. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 4.1.5 **Federal Funding:** This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 4.1.6 **Invoicing:** 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.
- 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
- 4.1.6.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency/University:	Governor's Office of Management and Budget
Attn:	Jenai Booker
Address:	100 W. Randolph, Suite 15-100
City, State Zip	Chicago, IL 60601

- 4.2 ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, 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. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. 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. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant to the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by 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, Vendor 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/University, 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 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. Vendor shall not impose a charge for audit or examination of Vendor's books and records. 30 ILCS 500/20-65.
- 4.5 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.

- 4.6 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.
- 4.7 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.
- 4.8 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 or judicial or regulatory process or 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.
- 4.9 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.
- 4.10 INDEMNIFICATION AND LIABILITY:** Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from

Vendor's negligent performance; (c) any negligent or intentionally wrongful act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under the contract infringing, misappropriating, or otherwise violating any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential or punitive damages.

- 4.11 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 municipal 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.
- 4.12 INSURANCE:** Vendor shall, at all times during the term and any renewals, maintain Professional Liability Insurance with coverage of at least \$2,000,000 in aggregate. Such insurance shall be provided by Endurance American Specialty Insurance (or an alternative insurance provider that provides Professional Liability Insurance to firms similar in size and areas of practice to Vendor).
- 4.13 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 4.14 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.
- 4.15 COMPLIANCE WITH THE LAW:** 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.
- 4.16 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 check.
- 4.17 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 ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).

- 4.18 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.
- 4.19 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, or State Purchasing Officer 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.
- 4.20 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.
- 4.21 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 Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22 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.
- 4.23 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 (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 4.24 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.

- 4.25 WARRANTIES FOR SUPPLIES AND SERVICES:** 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.
- 4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 4.27 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

## 5. SUPPLEMENTAL PROVISIONS

### 5.1. STATE SUPPLEMENTAL PROVISIONS

- Agency/University Definitions  
N/A
- Required Federal Clauses, Certifications and Assurances  
N/A
- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.  
N/A
- 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 \$2,000 per year or printing) 30 ILCS 500/25-60.  
N/A
- Agency/University Specific Terms and Conditions  
N/A
- Other (describe)  
N/A

### 5.2. VENDOR SUPPLEMENTAL PROVISIONS

5.2.1 All Information in the possession of GOMB or any third party necessary for carrying out any services to be performed under this Agreement shall be furnished to Vendor and GOMB shall, and shall cause its agent(s) to, cooperate with Vendor in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the Client in connection with a municipal securities transaction or municipal financial product and/or relevant to the Client's determination whether to proceed with a course of action. To the extent GOMB requests that Vendor provide advice with regard to any recommendation made by a third party, GOMB will provide to Vendor written direction to do so as well as any Information it has received from such third party relating to its recommendation. GOMB acknowledges and agrees that while Vendor is relying on the Information in connection with its provision of the services under this Agreement, Vendor makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Information.

**5.2.2** Vendor is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If GOMB has designated or designates Vendor as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations provided thereon. Vendor shall not be responsible for, or have any liability in connection with, verifying that Vendor is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). GOMB acknowledges and agrees that any reference to Vendor, its personnel and its role as IRMA, including in the written representation of GOMB required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by Vendor. GOMB further agrees not to represent that Vendor is GOMB's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without Vendor's prior written consent.

**5.2.3** MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in Vendor's Disclosure Statement delivered to Client together with this Agreement.

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**APPENDIX A**

**NEED FOR SERVICE:**

GOMB is responsible for overseeing the management of the State of Illinois' bond program. In furtherance of this goal, GOMB has hired Public Financial Management, Inc., a qualified municipal advisor, to serve as Advisor on the issuance of the Offerings.

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## APPENDIX B

### DESCRIPTION OF SERVICES:

The role of Vendor is that of Municipal Advisor. The following services will be provided by the Municipal Advisor;

1. Review underwriter financing ideas as requested.
2. Participate in meetings and conference calls with State staff, underwriters, bond counsel and other bond financing team members as needed.
3. Analyze the cost-benefit of different bond structuring and pricing options. This includes, but is not limited to insured versus uninsured, evaluating couponing structures and callable versus non-callable bonds.
4. Advise the State of particularly advantageous times to enter the market.
5. Advise the State on underwriter and team selection for negotiated sales.
6. Advise on rating agency matters and strategies for agency meetings including, the preparation of rating agency presentations and a synopsis of their likely concerns, and potential questions and answers.
7. Participate in all pricing discussions. Provide data regarding rates on comparable issues in the market shortly before and concurrent with the sale of the State's securities and different indices that can be used to assist in pricing discussions.
8. Manage competitive sale, bid verification and marketing process.
9. Provide quantitative analysis related to the bond sizing, structure, flow of funds for new money and refunding transactions.
10. Assist with responding to request for analysis from state of Illinois constitutional officers and other interested parties.
11. Provide market and regulatory updates as applicable.
12. Participate in bond document review and due diligence sessions. Coordinate with the State and counsel to ensure compliance with federal tax law.
13. Participate in post-financing review as directed by the State. This work will include a report addressing how the State's bonds priced relative to market indices, comparables and any goals established prior to sale and secondary market trade activity.

14. Provide such other municipal advisory services as requested by the State.

**APPENDIX C**

The following document, Vendor's Packet 4, updated as needed, from the RFQ is hereby incorporated into this contract as Appendix C.

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