

REQUEST FOR PROPOSALS

**BOND COUNSEL
AND
UNDERWRITER'S COUNSEL
SERVICES**

Relating to

State of Illinois Bond Programs

General Obligation and Build Illinois

Issued by

THE STATE OF ILLINOIS

Executive Office of the Governor
Governor's Office of Management and Budget

June 18, 2009

PROPOSAL DUE BY 10:00 AM (CDT) July 2, 2009

Proposals should be addressed and directed to:

Kevin S. Hovis
General Counsel
Governor's Office of Management and Budget
603 Stratton Building
Springfield, Illinois 62706

(Note also electronic delivery address herein)

STATE OF ILLINOIS
GOVERNOR'S OFFICE OF MANAGEMENT AND BUDGET
REQUEST FOR PROPOSALS #09-22017479

GOMB is issuing this Request for Proposal ("RFP") in the following form and you must take that into account when reading and responding:

- Invitation for Bids
- Request for Proposals
- Request for Proposals (Professional and Artistic Services)

INTRODUCTION AND GENERAL INFORMATION

The State of Illinois through the Governor's Office of Management and Budget (The "State" and "GOMB") is requesting proposals for bond counsel and underwriter's counsel services in connection with the issuance of several series of State of Illinois General Obligation ("GO") Bonds and Certificates as well as Build Illinois Sales Tax Revenue ("BI") Bonds (collectively, the "Bonds") to be issued through June 30, 2011. This RFP may be extended at GOMB's option for up to three additional one-year periods.

Summary of Services

The selected bond counsel(s) and underwriter's counsel(s) shall work with and at the direction of the State of Illinois' GOMB Director, Debt Management Director, General Counsel, and staff in the delivery of all services contemplated by this RFP. Services to be provided by selected bond counsel(s) and underwriter's counsel(s) are detailed in Section 3 of this RFP.

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The solicitation package consists of two parts:

Part A: INSTRUCTIONS FOR SUBMITTING AND EVALUATING BIDS AND PROPOSALS: Part A consists of the following sections:

- SECTION 1 INSTRUCTIONS, DATES, RESERVATIONS AND OTHER GENERAL INFORMATION
- SECTION 2 HOW GOMB WILL EVALUATE OFFERS
- SECTION 3 SERVICES REQUIRED

These sections provide information necessary for submitting an Offer, set forth the basic legal and policy requirements associated with this solicitation and tell how GOMB will evaluate Offers.

Part B : OFFER RESPONSE FORMS: Part B consists of the following sections:

- SECTION 4 OFFER TO STATE OF ILLINOIS
- SECTION 5 RESPONSIBILITY FORMS
- SECTION 6 PRICE
- SECTION 7 CONTRACT

Your response to Part B will constitute your Offer to the State and will provide us with information about you, what you will provide, your ability to perform and your price. GOMB will evaluate this information as well as compliance with the Instructions.

Please read the entire solicitation package and submit your Offer for evaluation in accordance with all instructions.

Respondents are encouraged to review the following statutes and policies governing the issuance of State debt.

- 30 ILCS 330 - General Obligation Bonds Act
- 30 ILCS 425 - Build Illinois Sales Tax Revenue Bonds
- 30 ILCS 340 - General Obligation Certificates (Short Term Borrowing Act)

Information regarding the State's bond authorization may be found at www.ilga.gov.

In addition, Public Act 95-971 addresses political contributions by Vendors, including affiliated persons and entities. Accordingly, this solicitation contains new provisions that implement the Act. These provisions may be applicable to any agreement resulting from this solicitation.

NON-DISCRIMINATION POLICY: In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

SECTION 1 - INSTRUCTIONS, DATES, RESERVATIONS AND OTHER GENERAL INFORMATION

1.0 PROJECT CONTACT: If you have a question or suspect an error, you must immediately notify the Project Contact identified in this section via email at OMB.BondCounselRFP@illinois.gov. Do not discuss the solicitation or your Offer, directly or indirectly, with any State officer or employee other than the State Project Contact until GOMB completes its evaluation of responses and publishes a notice to the Bulletin, as described in Section 1.9, identifying the qualified pool of respondents.

The State Of Illinois
Governor's Office of Management and Budget
Attn: General Counsel
603 Stratton Building
Springfield, Illinois 62706
(217) 782-5886
Fax (217) 524-4876
OMB.BondCounselRFP@illinois.gov

Please indicate at the earliest convenience by e-mail to OMB.BondCounselRFP@illinois.gov of your firm's intent to respond, including a contact name(s), phone number(s) and e-mail address(s). Such responses will assist GOMB in maintaining an accurate database and communicating with all respondents.

1.1 QUESTIONS: Questions related to any aspect of or type of service contemplated within this RFP should be submitted by e-mail to OMB.BondCounselRFP@illinois.gov not later than 5:00 p.m. (CDT), **June 25, 2009**. Please indicate "Bond Counsel RFP Question - FirmName" in the subject line. Answers to questions (in a cumulative format) along with the RFP itself will be posted on the GOMB website at www.state.il.us/budget. GOMB will make an effort to alert by e-mail those firms indicating their intent to respond to this RFP, when and as questions or announcements are posted on the website. This RFP is also announced and available on the Illinois Procurement Bulletin web site at www.purchase.state.il.us.

1.2 OFFER DUE DATE, TIME AND SUBMISSION LOCATION: Due Date: July 2, 2009 Time: 10:00 AM.

DELIVER OFFERS TO:

Kevin S. Hovis
General Counsel
Governor's Office of Management and Budget
603 Stratton Building
Springfield, Illinois 62706
OMB.BondCounselRFP@illinois.gov

LABEL OUTSIDE OF ENVELOPE / CONTAINER:

Bond Counsel Request for Proposals #09-22017479
Attn: Kevin S. Hovis
General Counsel
Governor's Office of Management and Budget
603 Stratton Building
Springfield, Illinois 62706
July 2, 2009, 10:00 AM Central
Vendor Name & Address

STATE OF ILLINOIS
GOVERNOR'S OFFICE OF MANAGEMENT AND BUDGET
REQUEST FOR PROPOSALS #09-22017479

GOMB will open Offers on July 2, 2009 10:00 AM CDT, 603 Stratton bldg, Springfield IL, 62706. Prior to the due date, you may mail or hand-deliver Offers, modifications, and withdrawals. GOMB must physically receive submissions as specified; it is not sufficient to show you mailed or commenced delivery before the due date and time. GOMB **will not** consider Offers, modifications or withdrawals submitted after the due date and time. All times are Central (CDT) local times.

1.3 NUMBER OF COPIES: You must submit a signed original and four (4) copies, one unbound, of the Offer (excluding the price proposal) in a sealed container. In addition, with the exception of the price proposal, you must submit one copy on CD, and one electronic version (in Adobe PDF format) via e-mail transmission to OMB.BondCounselRFP@illinois.gov. A hard copy of the price proposal, in the form included in Section 6, **must be received by GOMB in a separate, sealed envelope with respondent's name clearly marked on the outside**. Please submit a separate CD for price, sealed in the pricing envelope. If you are requesting confidential treatment, you must make that request in the form and manner specified elsewhere in this solicitation. All forms of submission must be received by GOMB no later than **10:00 AM (CDT), Wednesday, July 2, 2009** to be considered.

1.4 PAGE LIMIT: Please limit the combined cover letter and the response to Section 4 a total of 12 pages (not counting attachments which may be required pursuant to Section 5 relating to legal and compliance matters). Section 4 shall be formatted as follows: (1) non-compressed 12 pt Arial font, (2) single spaced paragraphs, (3) pages shall have one inch margins.

1.5 MINORITY, FEMALE AND PERSONS WITH DISABILITY PARTICIPATION: GOMB has and continues to encourage regional, minority-owned, and woman-owned firms, as well as firms owned by persons with disabilities to submit Offers to provide the services outlined herein, and will continually support and monitor performance and inclusivity in all matters to which the terms of this RFP apply in furtherance of these objectives. **Accordingly, this RFP includes a specific Business Enterprise Program (BEP) utilization goal of 19% based on the availability of certified vendors to perform the services outlined herein.**

1.6 PUBLIC CONTRACTS NUMBER: (775 ILCS 5/2-105) If you do not have a Department of Human Rights' (DHR) Public Contracts Number or have not submitted a completed application to DHR for one before opening GOMB may not be able to consider your Offer. Please contact DHR at: 312-814-2431 or visit <http://www.state.il.us/dhr/index.htm> for forms and details.

1.7 OUT OF STATE COMPANIES: Non-Illinois Vendors must contact the Illinois Secretary of State (217-782-1834) regarding a Certificate of Authority to Transact Business in Illinois (805 ILCS 5/13). Application Form BCA 13.15 may be downloaded from http://www.cyberdriveillinois.com/departments/business_services/publications_and_forms/bca.html.

1.8 ILLINOIS PROCUREMENT BULLETIN (Bulletin): GOMB publishes procurement information (including updates) in the electronic Bulletin (<http://www.purchase.state.il.us>) and the GOMB website (<http://www.state.il.us/budget>). Procurement information may not be available in any other form or location. You are responsible for monitoring the Bulletin and the GOMB website; GOMB cannot be held responsible if you fail to receive the optional e-mail notices.

1.9 AWARD: GOMB will post a notice to the Bulletin identifying the qualified pool from which GOMB will periodically select vendors on an as needed basis. When a vendor is selected from the qualified pool to provide services under agreement with GOMB, GOMB will provide notice of such award.

1.10 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT: Offers become the property of the State and these and late submissions will not be returned. Your Offer will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your Offer that GOMB treat certain information as exempt. GOMB will not honor requests to exempt entire Offers. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. Regardless, GOMB will disclose the successful Vendor's name, the substance of the Offer, and the price. If you request exempt treatment of any information included in your response, you must submit an additional copy of the Offer with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the Offer as possible. You will be responsible for any costs or damages associated with GOMB's defending your request for exempt treatment. You agree the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. You warrant that such copying will not violate the rights of any third party.

1.11 RESERVATIONS: You must read and understand the Request of Proposal and tailor your Offer and activities to ensure compliance. GOMB reserves the right to amend the solicitation; reject any or all Offers; to award by item, group of items, or grand total; and to waive minor defects. GOMB may request a clarification; interview staff; request a presentation; or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. GOMB may request Best & Final Offers when appropriate. GOMB will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions solely in the best interests of the State. This competitive process requires that you provide additional information and otherwise cooperate with GOMB. If you do not comply with requests for information and cooperate, GOMB may reject your Offer. You have no right to an award by submitting an Offer, nor do you have the right to a contract based on our posting your name in a Bulletin notice. GOMB is not responsible for and will not pay any costs associated with the preparation and submission of your Offer. If you are the awardee, you shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or the CPO's designee).

1.12 GOVERNING LAW AND FORUM: Illinois law and rule govern this solicitation and any resulting agreement. You must bring any action relating to this solicitation or any resulting agreement in the appropriate court in Illinois. GOMB does not allow binding arbitration. This document contains statutory references designated with "ILCS". You may view the full text at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>. The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 Ill. Adm. Code 1) are applicable to this solicitation and may be viewed by users registered for the Illinois Procurement Bulletin at <http://www.purchase.state.il.us>.

1.13 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. Please contact the Illinois Department of Revenue (312-814-3215) for information about tax credits. If you receive this tax credit, you must report to GOMB the number of individuals hired for whom you received tax credits. You must submit this information by August 31 of each year covering the previous 12 months (July-June) (PA 94-1067; 30 ILCS 500/45-67 and 45-70).

SECTION 2 - HOW GOMB WILL EVALUATE OFFERS

2.0 OFFER RESPONSE FORMS: GOMB will evaluate the information you provide in the Offer Response Forms. You will find these forms in later sections of this solicitation.

2.1 EVALUATION CATEGORIES: GOMB will consider the information you supply or don't supply, and the quality of that information when evaluating your Offer. If GOMB finds a failure or deficiency, GOMB may have to reject the Offer or reflect that in the evaluation.

2.1.1 **ADMINISTRATIVE COMPLIANCE:** GOMB will determine whether your Offer complied with the Instructions for submitting Offers. Except for late submissions, GOMB may require that a Vendor correct deficiencies as a condition of further evaluation, or GOMB may reject the Offer.

2.1.2 **RESPONSIVENESS:** GOMB will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no administratively compliant and responsible Vendor meets a particular requirement, GOMB may waive that requirement.

2.1.2.1 The total number of points for "responsiveness" is 100.

2.1.2.2 Vendors who do not receive 85 of the total "responsiveness" points for any element may not be considered for award.

2.1.2.3 The elements of responsiveness that will be evaluated and their relative weights are:

Elements	Section	Weight
Personnel	4.2.1	35
Technical Experience	4.2.2	35
Technical Approach	4.2.3	30

Points will be rounded up.

2.2 AWARD: GOMB will select a pool of qualified respondents who's Offers pass Administrative review and score a total of at least 85 points based on the evaluation grid outlined in Section 2.1.2.

After identifying a qualified pool of respondents, GOMB will select from that pool a service provider for each bond issuance for which bond counsel and underwriter's counsel services are needed, in accordance with GOMB policy.

SECTION 3 - SERVICES REQUIRED

3.1 BOND COUNSEL / BOND UNDERWRITER'S COUNSEL

The bond counsel and underwriter's counsel chosen to provide Bond Counsel and Underwriter's Counsel Services will assist the GOMB Director, Debt Management Director, General Counsel, GOMB staff and its financial advisor(s), if any, in the preparation and development of legal and offering documents. Firms responding to this request for Bond Counsel and Underwriter's Counsel should be prepared to provide, without limitation, the services described below:

3.1.1 Services Related to Issuance of Bonds

- Delivering a legal opinion (1) with respect to the authorization and valid issuance of GO Bonds and BI Bonds issued by the State in accordance with NABL guidelines, and (2) for firms serving as bond counsel, or co-bond counsel, with respect to whether the interest paid on the bonds is excluded from gross income for federal income tax purposes (and Illinois personal income taxes where appropriate).
- Advising the State and GOMB in structuring financing programs consistent with applicable constitutional requirements, laws, and tax-exempt practices, including, without limitation, reviewing and drafting legislation, rules, regulations and statements of policy.
- Preparing and managing the delivery and distribution process for all working and final draft legal documents necessary for the authorization, issuance and delivery of the bonds, including, without limitation, all closing documents, tax agreements, bond purchase and standby bond purchase agreements, agreements among underwriters, remarketing agreements, asset securitization and sale documents, interest rate risk management documents, and bond and certificate sale orders.
- Advising the State and GOMB in the proper use of proceeds under applicable laws and on debt management administration, including, without limitation, arbitrage and rebate compliance.
- Preparation of preliminary and final official statements and assistance preparing State employees and agents for discussions and meetings with rating agencies, and participating in such discussions and meetings if requested.
- Providing advice to the State and GOMB, as GOMB may determine necessary from time to time, on issues relating to debt sales, including actions necessary to assure the tax-free status of the State's bonds, and other transactional and risk management issues.
- Advising the State and GOMB with respect to SEC and IRS disclosure rules and assisting in the drafting of the State's Annual Disclosure Report. At the State's direction, consulting with other attorneys regarding the preparation of Continuing Disclosure Undertakings to ensure consistency.
- Providing legal advice with regard to interest rate exchange agreements, including without limitation:
 - (a) Drafting and reviewing and managing the delivery and distribution process for all working and final drafts of all interest rate exchange agreement documents (including the ISDA Master Swap Agreement, Schedule(s), Credit Support Annex, Confirms and any other required documents) for specific transactions;
 - (b) Providing a legal opinion on behalf of the State to the interest rate exchange agreement counterparty as required by the ISDA Master Swap Agreement;

(c) Drafting all certificates required for the interest rate exchange transaction to comply with applicable IRS regulations.

3.1.2 Services Related to Interest Rate Exchange Agreements

- Providing legal advice with regard to interest rate exchange agreements, including without limitation:
 - (a) Drafting and reviewing and managing the delivery and distribution process for all working and final drafts of all interest rate exchange agreement documents (including the ISDA Master Swap Agreement, Schedule(s), Credit Support Annex, Confirms and any other required documents) for specific transactions;
 - (b) Providing a legal opinion on behalf of the State to the interest rate exchange agreement counterparty as required by the ISDA Master Swap Agreement;
 - (c) Drafting all certificates required for the interest rate exchange transaction to comply with applicable IRS regulations.

SECTION 4 - OFFER TO STATE OF ILLINOIS

4.1 ADMINISTRATIVE COMPLIANCE CHECKLIST

Project Title / Reference #: **BOND COUNSEL AND UNDERWRITER'S COUNSEL SERVICES / #09-22017479**

The undersigned authorized representative of the identified Vendor does hereby submit this Offer to perform in full compliance with the subject solicitation. By completing and signing this Form, we are making an Offer to the State of Illinois that the State may accept. We are also certifying to compliance with the various requirements of the solicitation and the documents contained in the solicitation.

We have marked each blank below as appropriate and have used N/A when a section is not applicable to this solicitation. We understand that failure to meet all requirements is cause for disqualification.

Adheres to Section 1.3 of this RFP

Adheres to Section 1.4 of this RFP

Includes transmittal letter which clearly states the category or categories of service for which the firm seeks consideration

Includes all response information required in this RFP

Responds to all elements of Section 4.2

Submits all required forms of Section 5

Business and Directory Information

Conflict of Interest Disclosures

Minority, Female, Person with Disability Status

Political Contributions

Completed and signed Taxpayer Identification Form

Adheres to Pricing guidelines set forth in Section 6

Request for Confidential Treatment (check one):

We are not requesting confidential treatment for this Offer.

We are seeking confidential treatment for portions of this Offer. We have supplied, as an attachment to this Offer, a listing of the provisions identified by section number for which we seek confidential treatment along with the statutory basis under Illinois law for exempting that information from public disclosure. We have supplied an additional copy of the Offer with confidential information deleted. In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the State harmless for any costs or damages arising out of the State agreeing to withhold the materials based on Vendor's request.

STATE OF ILLINOIS
GOVERNOR'S OFFICE OF MANAGEMENT AND BUDGET
REQUEST FOR PROPOSALS #09-22017479

Protests and Negotiations:

If we are selected for award, we understand that does not entitle us to a contract. We further understand the award is conditioned on favorable resolution of any protests and to successful negotiation of terms and conditions including, but not limited to price and any exceptions requested.

Vendor Contact Person: The contact person for purposes of responding to any questions the State may have is:

Printed Name _____ Title _____

Address _____

Phone _____ Fax _____

Email _____

(Vendor name and DBA)

(Signature of party authorized to bind the named Vendor)

Printed Name _____ Title _____

Address _____

Phone _____ Fax _____

E-mail _____

SECTION 4.2 RESPONSIVENESS

4.2.1 Personnel

1. Overview and Organizational Structure

- a) Identify the location of the firm headquarters and principal place of business (if different from headquarters)
- b) Provide a brief overview of your firm including its business operations, organizational structure, and total number of employees.
- c) Indicate if your firm is a minority business enterprise (MBE) or female owned business.
- d) Provide a listing of your other state clients, noting whether you provide bond counsel or underwriter counsel services.
- e) Provide three state level references that may be contacted during this RFP process.

2. Staffing Plan

- a) Identify the firm representative who would be directly responsible for overseeing this engagement.
- b) Provide a staffing plan listing the individuals who will be assigned to the State. In summary form, list their name, title, engagement role, office location, time with the firm, and summarize their qualifications and experience. *Note – resumes may be attached, but will count toward the page limit identified in Section 1.4.*

4.2.2 Technical Experience

1. Describe the firm's capabilities and resources to provide legal advisory services for the issuance of State bonds, including any relevant experience of those individuals who would provide these services to the State.
2. Describe the firm's relevant experience, including reference to any specific transactions the firm may have with the State, its issuing authorities and agencies, and other issuers with similar characteristics, including unique challenges addressed and/or notable achievements with respect to the firm's participation in such transactions. Please provide at least two references.
3. Describe the firm's experience in drafting legislation regarding the issuance of municipal debt, particularly where the source of security involved State of Illinois resources.
4. Describe the firm's knowledge of and experience with the State's accounting system and investment practices relative to establishing procedures to comply with federal tax arbitrage requirements.
5. Describe the firm's capabilities and resources to provide legal advisory services for the execution of interest rate exchange agreements, including any relevant experience of those individuals who would provide these services to the State.

4.2.3 Technical Approach

1. Passage of the American Recovery and Reinvestment Act by the U.S. Congress includes several provisions relating to the issuance of municipal bonds. Please provide a summary of each of the provisions as it relates to the State of Illinois and your firm's views on how the State could use current bonding authorization to take advantage of these provisions.
2. Given the SEC's recent changes to Rule 15c2-12 in conjunction with the approved rule change, the MSRB's Electronic Municipal Market Access (EMMA) system, please detail your firm's recommendation for how the State should change its compliance processes, namely its continuing disclosure undertaking, in order to be compliant with these new rules.

4.2.4 Legal/Compliance

Any matter described herein pending or occurring during the period of this RFP must be reported to GOMB in writing by the vendor in a timely manner.

1. Describe any regulatory or felony criminal investigation, indictment, prosecution or other proceeding brought within the last 10 years against the firm, its management, or any affiliate engaging in public finance. Omit descriptions of routine periodic market conduct and financial examinations.
2. Describe any civil complaint seeking damages in excess of \$50,000 alleging fraud, deceptive practices, malfeasance, or any similar charge of misconduct brought against the management of the firm, or any affiliate engaging in public finance whether currently pending or concluded within the past three years.
3. Describe any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting the right of the firm, its management, or any affiliate engaging in public finance to engage in any business activity.

SECTION 5 - RESPONSIBILITY FORMS

You will need to:

Review each of the Responsibility forms, fill in all relevant blanks and provide any requested information.

- Business and Directory Information
- Conflict of Interest Disclosures
- Minority, Female, Person with Disability Status
- Political Contributions

Complete and sign the:

- Taxpayer Identification Form

Attach references, if required.

You must include all of this as part of your Offer or risk disqualification.

Business and Directory Information

- (a) Name of Business (Official Name and D/B/A)
- (b) Business Headquarters (include Address, Telephone and Facsimile)
- (c) If a Division or Subsidiary of another organization provide the name and address of the parent
- (d) Billing Address
- (e) Name of Chief Executive Officer
- (f) Customer Contact (include Name, Title, Address, Telephone, Toll-Free Number, Facsimile and E-mail)
- (g) Company Web Site
- (h) Type of Organization (i.e., Sole Proprietor, Corporation, Partnership, etc. -- should be the same as on the Taxpayer ID form below)
- (i) Length of Time in Business
- (j) Annual Sales (for most recently completed Fiscal Year)
- (k) Number of Full-Time Employees (average from most recent Fiscal Year)
- (l) Type of and description of business
- (m) State of incorporation, state of formation or state of organization
- (n) Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor's performance under the terms of this solicitation.

STATE OF ILLINOIS
GOVERNOR'S OFFICE OF MANAGEMENT AND BUDGET
REQUEST FOR PROPOSALS #09-22017479

(o) Department of Human Rights (DHR) Public Contract Number

If Vendor has employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), then Vendor must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the Solicitation opening date. (44 Ill. Adm. Code 750.210(a)) For application information call the DHR Public Contracts unit at (312) 814-2431.

Show # _____ or attach proof of application.

(p) Information Regarding Debarment, Litigation and Terminations

1. During the last five (5) years has any order, judgment or decree of any Federal or State authority been issued barring, suspending or otherwise limiting your right to contract with any governmental entity, including school districts, or to engage in any business practice or activity?

Yes____ No____

2. Is there any current, pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect your ability to perform the required services.

Yes____ No____

3. During the last five (5) years has any customer terminated a contract for cause or accepted damages in lieu of for cause termination?

Yes____ No____

(q) Disclosure of Business Operations with Iran (30 ILCS 500/50-36)

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

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

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

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

STATE OF ILLINOIS
GOVERNOR'S OFFICE OF MANAGEMENT AND BUDGET
REQUEST FOR PROPOSALS #09-22017479

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:

CONFLICT OF INTEREST DISCLOSURES

Instructions: Vendor shall disclose with the Offer 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).

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: _____

D/B/A (if used): _____

Name of any Parent Organization: _____

Section 1: Section 50-13 Conflicts of Interest

All Vendors must complete this section regardless of the dollar value of the contract or method of procurement. Even if you mark "No Conflict of Interests" you may still need to complete Section 2 and 3.

(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 2: Disclosure of Financial Interest in the Vendor.

This applies to all contracts with an annual value exceeding \$10,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Vendors must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds \$10,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete Section 3.

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) 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 _____.

(a-2) Vendor shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships 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 (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 400 shareholders

(b-1) 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 Procurement Code.

(b-2) Vendor shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships 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 (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1), (c-2), and (c-3) as appropriate.

(c-1) 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 separate forms for each individual.

Does Ownership exceed 5%? _____ %.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If Yes show percentage*
Does Ownership value exceed \$106,447.20? _____.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If Yes show \$ amount \$ _____
Does Distributive Income Share exceed 5%? _____ %.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If Yes show percentage*
Does Distributive Income Share exceed \$106,447.20? _____.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If Yes show \$ amount \$ _____

Type of ownership/distributable income share:

Sole Proprietorship Stock Partnership Other (explain) _____

Name: _____

Address: _____

STATE OF ILLINOIS
GOVERNOR'S OFFICE OF MANAGEMENT AND BUDGET
REQUEST FOR PROPOSALS #09-22017479

*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 _____ %

STATE OF ILLINOIS
GOVERNOR'S OFFICE OF MANAGEMENT AND BUDGET
REQUEST FOR PROPOSALS #09-22017479

(c-2) In relation to individuals identified in c-1 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 end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 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 3: Current and Pending Contracts

Vendor shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships 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. (Attach additional pages as necessary. Show "none" if appropriate.)

Political Contributions

Public Act 95-971 addresses political contributions by Vendors, including affiliated persons and entities. Accordingly, this solicitation contains new provisions that implement the Act. These provisions may be applicable to the contract resulting from this solicitation.

By submission of an Offer, you acknowledge and certify that you have read, understand and will comply with Public Act 95-971, including but not limited to, all provisions relating to reporting, soliciting and making contributions to state officeholders, declared candidates for state offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. Vendor acknowledges that the State may declare any resultant contract void if this certification is false or if the Act is violated.

In compliance with Public Act 95-971, check the following certification that applies to you:

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

or

Vendor 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. Note: a copy of the certificate of registration must accompany the Offer.

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. person (including a U.S. resident alien).

- *If you are an individual, enter your name and SSN as it appears on your Social Security Card.*
- *If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.*
- *If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.*
- *If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).*
- *For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.*

Name: _____

Business Name: _____

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number _____

Legal Status (*check one*):

Individual

Governmental

Sole Proprietor

Nonresident alien

Partnership

Estate or trust

Legal Services Corporation

Pharmacy (Non-Corp.)

STATE OF ILLINOIS
GOVERNOR'S OFFICE OF MANAGEMENT AND BUDGET
REQUEST FOR PROPOSALS #09-22017479

Tax-exempt

Pharmacy/Funeral Home/Cemetery (Corp.)

Corporation providing or billing
medical and/or health care services

Limited Liability Company (select applicable tax classification)

D = disregarded entity

C = corporation

P = partnership

Corporation NOT providing or billing
medical and/or health care services

Signature: _____

Date: _____

SECTION 6 – PRICE

The Price Proposal must be submitted in a separate, sealed envelope or container in the Offer container. The Vendor will provide its Price Proposal in accordance with the specifications provided below for the services specified in this document. GOMB reserves the right to use the lowest Price Proposal submitted by any member of the qualified pool of respondents to this RFP. Required pricing details are shown below:

6.1 Bond Counsel and Underwriter's Counsel: Firms should provide bids for the respective services listed below. The fee should exclude any out of pocket expenses.

Bond Counsel Services:	\$ _____	per \$1,000
Co-Bond Counsel Services:	_____	% of Bond Counsel Fee
Underwriter's Counsel Services:	\$ _____	per \$1,000
Co- Underwriter's Counsel Services:	_____	% of Underwriter's Counsel Fee
Special Projects:	\$ _____	per hour (blended hourly rate)

SECTION 7 – CONTRACT

GOMB expects to contract based on the terms and conditions as set forth in the attached State of Illinois Contract. If you are unable to accept one or more parts of the Contract, identify any exception that you want GOMB to consider. You may show these changes on the Contract form itself by striking over language you find problematic, and underlining alternate language or by listing the sections and showing the alternate language on a separate page. You must provide these exceptions requests and alternate language with your Offer. Please note that most contract provisions are required by law or important policy and GOMB have very limited ability to consider and accept changes you might propose. Any proposed changes may be considered in the evaluation.

STATE OF ILLINOIS
GOVERNOR'S OFFICE OF MANAGEMENT AND BUDGET
CONTRACTUAL AGREEMENT

THIS AGREEMENT, entered into by and between [CONTRACTOR], [ADDRESS], [CITY], [STATE] [ZIP CODE] (the "Contractor"), and the Governor's Office of Management and Budget ("GOMB").

WHEREAS, GOMB, in accordance with the Illinois Procurement Code, conducted a competitive procurement process completed in June 2009 for legal services with regard to the offering of its State of Illinois Bonds and Certificates, including General Obligation Bonds, Build Illinois Bonds, General Obligation College Savings Bonds, Civic Center Refunding Bonds and Certificates of Participation Refunding Bonds;

WHEREAS, the Contractor was selected among several firms on the basis of overall ability to perform such legal services, and taking into consideration total cost to the State of Illinois;

WHEREAS, GOMB has a need, as specified in Appendix A, for professional and legal services with regard to the offering of the _____ (the "Bonds or Certificates"); and

WHEREAS, the Contractor is qualified to and has agreed to perform such professional and specialized services.

WITNESSETH, that GOMB does hereby agree to retain the Contractor and the Contractor hereby accepts such retention upon the terms and conditions hereinafter provided.

ARTICLE 1, TERM: Subject to the provisions for termination hereinafter provided, this Agreement shall become effective on _____ and will terminate on _____.

ARTICLE 2, DUTIES: The Contractor shall provide the services specified in Appendix B (the "Services") attached hereto and made a part hereof this Agreement.

ARTICLE 3, COMPENSATION: The Contractor shall be compensated by GOMB for the services contracted for in accordance with the provisions established in Appendix C of this Agreement.

ARTICLE 4, TERMINATION/EXTENSION: Either party may terminate this Agreement at any time upon five (5) calendar days written notice to the other party. Upon termination the Contractor shall be paid for work satisfactorily completed prior to the date of termination. The term of this Agreement may be extended for a similar or lesser term if agreed to upon in writing and signed by both parties. Any such extension shall be attached to this Agreement and made a part herein as though it were incorporated and included herein.

ARTICLE 5, BILLING: The Contractor shall submit an invoice at or subsequent to the closing of the Certificates to GOMB for services performed.

- a. Each invoice shall be itemized, listing the services performed.
- b. The amount shown on each invoice for labor costs shall be in accordance with the rates described herein under "Compensation".
- c. All such invoices shall also contain a statement which reads substantially as follows: The Contractor hereby certifies that the services supplied and expenses incurred as stated in the attached invoice have met all of the required standards set forth in the Contractual Agreement for Legal Services.

- d. All such invoices shall be signed by the Contractor and shall set out the Contractor's tax identification number as set forth in Article 20 hereof this Agreement.
- e. All invoices for services performed and expenses incurred by the Contractor prior to July 1st of each contract year must be presented to GOMB no later than the following August 1st in order to ensure prompt payment under this Agreement.
- f. Notwithstanding any other provision of this Agreement, GOMB shall not be obligated to make payment to the Contractor on invoices presented after August 1st following the end of a contract year. Failure by the Contractor to present such invoices prior to August 1st may require the Contractor to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly (**30 ILCS 105/25**).

ARTICLE 6, PAYMENT: GOMB will use its best efforts to secure payment for the services furnished and expenses incurred under this Agreement within sixty (60) days after the date of closing. Payment will be made in the amount earned to date of invoice less previous partial payments.

- a. Final payment shall 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.

ARTICLE 7, PROGRESS REPORTS: The Contractor shall keep GOMB fully informed as to the progress of all matters covered by this Agreement. The Contractor shall promptly furnish GOMB with copies of all documents prepared in connection with the services rendered under this Agreement.

ARTICLE 8, SUBCONTRACTING: Subcontracting, assignment, or transfer of all or part of the interests of the Contractor in the work covered by this Agreement shall be prohibited without prior consent of GOMB.

- a. In the event GOMB gives such consent, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the Contractor is hereby bound and obligated.
- b. Where the Contractor is providing professional and artistic services, the names and addresses of all subcontractors utilized by the Contractor with the consent of GOMB shall be listed in an amendment to this Agreement together with the anticipated amount of money which the subcontractor is expected to receive pursuant to this Agreement (**30 ILCS 500/35-40**).
- c. The Contractor shall not employ any person or persons employed by GOMB at any time during the term of this Agreement for any work required by the terms of this Agreement.

ARTICLE 9, WORK PRODUCT: All documents, data and records produced by the Contractor in carrying out the Contractor's obligations and services hereunder, without limitation and whether preliminary or final, shall become 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 compensation to the Contractor and the Contractor shall have no right or interest therein.
- b. Upon completion of the services hereunder or at the 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 the Contractor.

c. Any documents, data and records given to or prepared by the Contractor under this Agreement shall not be made available to any outside individual or organization by the Contractor without prior written approval of GOMB. Any confidential and proprietary, non-public information secured by the Contractor 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 10, INABILITY TO PERFORM: The Contractor agrees that if, because of death or any other occurrence beyond the control of the Contractor, it becomes impossible for any principal or principals of the Contractor to render the services set forth in the Agreement, neither the Contractor nor the surviving principals shall be relieved of their obligations to complete performance thereunder. However, in such an occurrence, GOMB, at its own option, may immediately terminate the Agreement upon written notice to the Contractor.

ARTICLE 11, EMPLOYMENT STATUS:

- a. Services rendered pursuant to this Agreement are not rendered as an employee of the State of Illinois and amounts paid pursuant to this Agreement do not constitute compensation paid to an employee.
- b. GOMB assumes no liability for actions of the Contractor under this Agreement and this Agreement is not subject to the State Indemnification Act (5 ILCS 350/1, et seq.).

ARTICLE 12, AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60): GOMB's obligations hereunder shall cease immediately, without further payment being required, in any year for which the General Assembly of the State of Illinois or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation. GOMB shall give the Contractor notice of such termination for funding as soon as practicable after GOMB becomes aware of the failure of funding.

ARTICLE 13, LIABILITY: GOMB does not assume any liability for acts or omissions of the Contractor and such liability rests solely with the Contractor in accordance with applicable law.

ARTICLE 14, BREACH: Any material breach of this Agreement by the Contractor will allow GOMB to terminate this Agreement without penalty and have other available relief in accordance with applicable law. Failure to declare a breach on one occasion does not act as a waiver to declare a breach on another occasion.

ARTICLE 15, RIGHT TO AUDIT: The Contractor agrees that GOMB or its representative(s) shall have the right to examine any of the Contractor's records which directly relate to this Agreement (30 ILCS 500/20-65).

ARTICLE 16, CONFLICT OF INTEREST: The Contractor 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 those Sections apply to this Agreement and are made a part of this Agreement the same as though they were incorporated and included herein. If any State of Illinois officer or employee has a prohibited interest, this Agreement may be cancelled without charge or penalty to GOMB or the State of Illinois.

ARTICLE 17, LEGAL ABILITY TO CONTRACT: The Contractor certifies it is under no legal prohibition on contracting with GOMB or the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- a. The Contractor 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.

STATE OF ILLINOIS
GOVERNOR'S OFFICE OF MANAGEMENT AND BUDGET
REQUEST FOR PROPOSALS #09-22017479

- b. Neither the Contractor nor any person associated with the Contractor is in default on an educational loan **(5 ILCS 385/3)**.
- c. The Contractor has informed the Director of GOMB in writing if any person associated with the Contractor 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. The Contractor or any person associated with the Contractor have 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 Finance Act are not payable from the "contractual services" or other appropriation line items **(30 ILCS 105/15a)**.
- d. The Contractor or any person associated with the Contractor have not been convicted of bribing or attempting to bribe an officer or employee of the State or any other state, nor has made an admission on the record of having so bribed or attempted to bribe **(30 ILCS 500/50-5)**.
- e. If the Contractor or any person associated with the Contractor have been convicted of a felony, 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)**.
- f. Neither the Contractor nor any person associated with it is barred from being awarded a contract because the Contractor or any person associated with it is 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 the Contractor acknowledges that GOMB may declare this Agreement void if this certification is false **(30 ILCS 500/50-11)** or if the Contractor or any person associated with it later becomes delinquent and has not entered into a deferred payment plan to pay off the debt **(30 ILCS 500/50-60)**.
- g. The Contractor shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State in accordance with provisions of the Illinois Use Tax Act **(30 ILCS 500/50-12)** and acknowledges that failure to comply can result in this Agreement being declared void.
- h. Neither the Contractor nor any person associated with it has paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has the Contractor or any person associated with it 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)**.
- i. Neither the Contractor nor any person associated with it is in violation of the "Revolving Door" Section of the Illinois Procurement Code **(30 ILCS 500/50-30)**.
- j. The Contractor 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 **(30 ILCS 500/50-40; 50-45; 50-50)**.
- k. The Contractor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and shall not permit any person associated with the Contractor to 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)**.
- l. The Contractor does not 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)**.

STATE OF ILLINOIS
GOVERNOR'S OFFICE OF MANAGEMENT AND BUDGET
REQUEST FOR PROPOSALS #09-22017479

- m. Neither the Contractor nor any person associated with it has 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; E-4**).
- n. The Contractor 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**).
- o. The Contractor 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**).
- p. The Contractor complies with the State Prohibition of Goods from Forced Labor Act that in relation to a public works projects, no foreign-made equipment, materials, or supplies furnished to GOMB or the State under this Agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (**PA 93-0307**).
- q. The Contractor certifies that no officer, director, partner or other managerial agent of the contracting business has 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 bid or Agreement. The Contractor acknowledges that GOMB shall declare this Agreement void if this certification is false (**30 ILCS 500/50-10.5**).
- r. The Contractor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five (5) years, and is therefore not barred from being awarded a contract. The Contractor acknowledges that if GOMB later determines that this certification was falsely made, GOMB may declare this Agreement void (**30 ILCS 500/50-14**).
- s. The Contractor certifies in accordance with **Public Act 94-0264** that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.
- t. The Contractor certifies that it 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 (**410 ILCS 45**) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated."
- u. The Contractor 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 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.
- v. The Contractor certifies that it 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.

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

STATE OF ILLINOIS
GOVERNOR'S OFFICE OF MANAGEMENT AND BUDGET
REQUEST FOR PROPOSALS #09-22017479

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

or

The Contractor 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.

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

ARTICLE 18, RECORDS AND DOCUMENTATION: The Contractor shall maintain, for a minimum of three (3) years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement; this Agreement and all books, records, and supporting documents related to this Agreement shall be available for review and audit by the Auditor General; and the Contractor 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 Section shall establish a presumption in favor of the State of Illinois for the recovery of any funds paid by the State of Illinois under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement (30 ILCS 500/20-65).

ARTICLE 19, SOLICITATION FOR EMPLOYMENT: The Contractor agrees to give notice to GOMB's Ethics Officer if the Contractor or any person associated with the Contractor solicits or intends to solicit for employment any of GOMB's employees during any part of the procurement process or during the term of this Agreement.

ARTICLE 20, FEDERAL TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS DISCLOSURE: Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct.

Name: _____

EIN: _____

(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

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

ARTICLE 21, NOTICES: All notices required under the terms of this Agreement shall be delivered in person or by certified or registered mail with return receipt to the last known address of the parties hereto.

STATE OF ILLINOIS
GOVERNOR'S OFFICE OF MANAGEMENT AND BUDGET
REQUEST FOR PROPOSALS #09-22017479

ARTICLE 22, LAWS OF ILLINOIS: This Agreement shall be governed in all respects by the laws of the State of Illinois. Any claim against GOMB or the State of Illinois arising out of this Agreement must be filed exclusively with the Illinois Court of Claims.

ARTICLE 23, ENTIRE AGREEMENT: This instrument contains the entire agreement of the parties. The Agreement may not be changed orally, but only by agreement in writing signed by the party whom enforcement of any waiver, modification, extension, or discharge is sought.

(SIGNATURE PAGE FOLLOWS)

STATE OF ILLINOIS
GOVERNOR'S OFFICE OF MANAGEMENT AND BUDGET
REQUEST FOR PROPOSALS #09-22017479

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

STATE OF ILLINOIS

GOVERNOR'S OFFICE OF MANAGEMENT AND BUDGET

Name: _____

Title: _____

Date: _____

[CONTRACTOR]

Name: _____

Title: _____

Date: _____

APPENDIX A

NEED FOR SERVICE:

GOMB is responsible for the issuance of all State of Illinois Bonds and Certificates.

The financial community requires an approving opinion by a qualified bond counsel as to the legality of the Bonds or Certificates.

Therefore, it is necessary for GOMB to obtain these specialized legal services and opinions from a qualified bond counsel.

APPENDIX B

DESCRIPTION OF SERVICES:

- a. Providing such legal counsel to GOMB with respect to the planning, drafting, format and content of the Official Statement and Official Notice of [Bond or Certificate] Sale, if applicable, for the issuance undertaken by GOMB.
- b. Drafting and preparation of supporting documents included in the transcript with respect to Bond or Certificate issue, including [Bond or Certificate] Order authorizing the issuance of Bonds or Certificates, proceedings of the Director of GOMB and Governor confirming sale of the Bonds or Certificates, and other miscellaneous and closing documents.
- c. Furnishing certificate printer with certificate forms and text of approving opinions, examining printer's proof, approving final printer's proof, authorizing printer to proceed with printing certificates, if applicable.
- d. Examination of all executed documents evidencing the proceedings authorizing the issuance and sale of the Bonds or Certificates.
- e. Attendance at the sale and delivery of the Bonds or Certificates.
- f. Providing final approving legal opinions to GOMB and the purchaser of the Bonds or Certificates.
- g. Providing such other legal counsel and review as may be requested by GOMB with respect to the Bonds or Certificates and sale of the Bonds or Certificates.
- h. Advise GOMB with respect to the disclosure rules of the SEC.
- i. Consult with other attorneys at the request of GOMB regarding preparation of Continuing Disclosure Undertakings to ensure consistency.

APPENDIX C