

RESOLUTION NO. 21673

Background

The Tollway advertised for proposals from law firms capable of performing legal work on the Tollway’s bond and related financial transactions. It is necessary and desirable for the Tollway to have a pool of law firms to rely on and to appoint said law firms to assist the Tollway in connection with the issuance of bonds to provide financing for the Move Illinois Capital Plan and other matters relating to the Tollway's capital financing at rates not to exceed the maximum rates negotiated with the pool members.

The following law firms were deemed to be the most qualified from the proposals received: Burke Burns & Pinelli LTD; Chapman and Cutler LLP; Foley & Lardner LLP; Hardwick Law Firm; Katten Muchin Rosenman LLP; Kutak Rock LLP; Locke Lord LLP; Pugh, Jones & Johnson PC; and Schiff Hardin LLP.

Resolution

The Acting General Counsel is authorized to finalize the contracts with the above-referenced law firms and seek their necessary appointment from the Attorney General as Special Assistant Attorneys General and to thereafter select, on an as needed basis, such member(s) of the pool of firms to assist the Tollway in the issuance of bonds and other financial matters consistent with the terms presented to the Board including the maximum limits of compensation for bond counsel, issuer’s counsel, and hourly rates for other related advice. The Chairman or the Executive Director or the Acting General Counsel is authorized to execute any documents necessary to ensure the law firms identified are prepared to provide counsel as required, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman

STATE OF ILLINOIS

CONTRACT

Illinois Tollway

Bond Counsel and Related Legal Services

#17-0106B

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor 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 the Contractor'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 upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

Yes

No

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. FORMS A OR FORMS B
7. TAXPAYER IDENTIFICATION NUMBER PAGE
8. PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)

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.

VENDOR

Vendor Name: Chapman and Cutler LLP, "Vendor"	Address: 111 West Monroe Street, Chicago, IL. 60603
Signature: [Redacted]	Phone: 312-845-3494
Printed Name: William E. Corbin, Jr.	Fax: 312-516-3294
Title: Partner	Email: corbin@chapman.com
Date: April 12, 2019	

STATE OF ILLINOIS

Procuring Agency: Illinois Tollway	Phone: 630/241-6800
Street Address: 2700 Ogden Avenue	Fax: 630/795-7908
City, State ZIP: Downers Grove, IL 60515	
Official Signature: [Redacted]	[Redacted] 7/9/19
Printed Name: José R. Alvarez	John Donato
Official's Title: Executive Director	Chief of Procurement
Approved Legal Signatur [Redacted]	Date: 7-2-19
Legal Printed Name: Andrew Zervante	
Legal's Title: Assistant Attorney General	

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: 17-105889
- Project Title: Bond Counsel and Related Legal Services
- Contract #: 17-0106B
- Procurement Method (IFB, RFP, Small Purchase, etc.): RFP
- IPB Reference #: 22040782
- IPB Publication Date: 4/09/2018
- Award Code: A
- Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? Yes No Percentage:
- Minority Owned Business? Yes No Percentage:
- Women Owned Business? Yes No Percentage:
- Persons with Disabilities Owned Business? Yes No Percentage:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. SUPPLIES AND/OR SERVICES REQUIRED: Vendor shall provide legal counsel for Bonds and related Legal Services as assigned. The Tollway is issuing an award of contracts to multiple vendors for the services to meet the anticipated legal needs of the Tollway for potential bond issuances, other bond related financial transactions or related legal services. The Tollway is awarding a pool of vendors from which it will select vendors to provide appropriate legal services in order to meet its needs as a need arises. Vendors will be compensated through the proceeds of the bond issuance for their direct work in facilitating issuance of Tollway bonds or other bond related financial transactions for those projects or on an hourly basis for specific legal issues that may arise outside the scope of a bond issuance or other bond related financial transaction as set forth in Section 1. D of the RFP solicitation. The maximum hourly rate allowed for legal services that do not relate to a specific transaction will be \$200 per hour for attorneys, and up to \$100 per hour for paralegals. Fees for a specific transaction will be based on a fee schedule established in connection with this procurement process and identified in the contract.

Vendor will serve as a member of a pool of eligible lawyers for the Illinois Tollway's use. The decision of which lawyer(s) from the pool will be utilized is solely the decision of the Tollway and the Illinois Attorney General. There are no guarantees of work to be assigned.

1.1.1 Vendor's assigned legal work will be driven by the type of legal counsel necessary, the expertise of the firms relative to the task at hand, their capacity to handle more work, and the number of transactions conducted during the term of the contract. The scope of work will be supervised by the Tollway's General Counsel and the Attorney General and coordinated with the Tollway's Finance Department.

1.1.1.1. The types of transactions for which legal services may be required include, but are not limited to, new bond issuances, including any related swap agreements, liquidity agreements and other agreements, refunding bond issuances or other financing initiatives of the Tollway. The successful vendor may be called upon to act as bond counsel, issuers' counsel, disclosure counsel, or underwriters' counsel.

At a minimum, Vendor, if and when assigned a matter, shall perform the following types of legal and/or transaction work:

1.1.1.1.1. Provide thorough, expert legal advice, counsel and/or written opinions as required or requested concerning the validity of potential bond issuances and the tax-exempt status under federal and state law regarding the debt, programs and projects.

1.1.1.1.2. Provide thorough, expert legal advice, counsel and/or written opinions as required or requested with respect to laws relating to potential arbitrage and potential arbitrage rebate not only as required at the time of issuance, but also periodically between issuances with respect to portfolio management.

1.1.1.1.3. Provide thorough, expert legal advice, counsel and/or written opinions as required or requested regarding federal and/or state securities laws related to bond issuance and secondary market disclosure including, but not limited to exemption of the securities from registration with the United States Securities and Exchange

Commission and/or State securities regulators, on-going advice concerning timing and adequacy of disclosures, as well as advice with respect to exemption from registration of trust indentures. This advice, counsel and/or opinions may also include concerns relating to the Tollway's disclosure practices, including as related to the Municipal Securities Rulemaking Board's dataport known as the Electronic Municipal Market Access system ("EMMA").

- 1.1.1.1.4. Provide thorough, expert legal analysis, advice, counsel and/or written opinions for any legal, financial, or other relevant issues that may arise for which expertise in bond financing or other financing initiatives for the Tollway would be valuable, including tax consequences of the bond or financing initiatives.
 - 1.1.1.1.5. Review and draft essential documents related to the financing initiatives, including drafts and legal opinions obtained from other attorneys.
 - 1.1.1.1.6. Analyze and ensure the bond issuances or other financing initiatives comply with all relevant state or federal law.
 - 1.1.1.1.7. Prepare any necessary legal or financial documentation necessary for a bond issuance or other financial transaction.
- 2.1.2 The Attorney/Vendor must remain eligible to be appointed a Special Assistant Attorney General by the Illinois Attorney General. Any attorney appointed a Special Assistant Attorney General must execute a contract for Special Assistant Attorney General and Affidavits of Compliance with the Attorney General's Rules of Professional Conduct prior to the assignment of any work pursuant to the Tollway engagement in order to be placed in the pool of qualified vendors.
- 2.1.3 The Attorney/Vendor must remain an individual attorney or attorneys licensed by the State of Illinois and in good standing.
- 2.1.4 The individual attorney(s) must be appointed a Special Assistant Attorney General pursuant to 605 ILCS 10/8(e). The scope of the legal services will be under the supervision of and required to report to the General Counsel at the Tollway or his/her designee in addition to any other reporting requirements identified above. Any attorney appointed a Special Assistant Attorney General must comply with the disclosure, compliance and reporting requirements of the Illinois Attorney General set forth in, among other things, the Attorney General's Rules of Professional Conduct.
- 2.1.5 The Tollway is awarding multiple vendors selected pursuant to the RFP. The Tollway expects to make assignments of work between or among the vendors after giving consideration to relevant factors including the following:
- The ranking of firms based on the score of each proposal.
 - The nature of the work required, and the attorney or firm's ideas for completing same in the most efficient, comprehensive and cost-effective manner.
 - The experience and qualifications of each of the available Vendors with respect to the particular work required, and, in particular, the experience and qualifications of the attorneys who will be tasked with the assignment.
 - The capacity of the Vendor to handle the work in light of other commitments.

- The amount of work that each selected Vendor had been assigned to date.
- Quality of legal work and the performance of each Vendor on prior assignments pursuant to the RFP.
- The attorney or firm's relationship and past working experience with financial institutions that may participate in bond issuances or bond related financial transactions.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

If checked, see the attached BidBuy Purchase Order for a Description of Supplies and/or Services.

1.2. MILESTONES AND DELIVERABLES: The milestones and deliverables will be established at the commencement of each engagement and will be tailored to the nature of each engagement. The current projection of bond issuances during 2018 – 2022 is listed below. This projection is subject to change.

Year	ESTIMATED Bond Issuances
2018	\$400,000,000
2019	\$200,000,000
2020	\$200,000,000
2021	\$500,000,000
2022	\$500,000,000

1.3. VENDOR / STAFF SPECIFICATIONS: See solicitation RFP 17-0106 and awarded Vendor's proposal. Attorneys must remain (a) licensed to practice law in Illinois, and in good standing, (b) have substantial experience in the practice areas that are the subject of this RFP, (c) have substantial litigation, legal research, legal counseling and drafting skills, and (d) be eligible to be appointed a Special Assistant Attorney General by the Attorney General. Any attorney appointed a Special Assistant Attorney General must execute affidavits of compliance with the Attorney General's Rules of Professional Conduct within 30 days of award. The Tollway will assist in securing Special Assistant Attorney General appointments.

1.3.1. Vendor must maintain an office located in Illinois and any attorney desiring to work on this project must be headquartered in the Illinois office. A list of attorneys to work on the Illinois Tollway projects, to be approved by the Attorney General's Office prior to award, was provided with the RFP response.

1.4. TRANSPORTATION AND DELIVERY: N/A

1.5. SUBCONTRACTING:

Subcontractors are not allowed.

1.6. SUCCESSOR VENDOR

Yes No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

- (i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and
- (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

This certification supersedes a response to certification 4, Form F, of the Illinois Procurement Gateway (IPG).

1.7. 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: Click here to enter text
Value of services performed at this location: Click here to enter text
- Location where services will be performed: Click here to enter text
Value of services performed at this location: Click here to enter text

2. PRICING

2.2 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 for its initial term is estimated at \$173,777.78. This value is approved by the Tollway's Board of Directors and may be modified pursuant to Tollway Board approval as provided by written resolution or otherwise in accordance with authority delegated by the Board.

2.3 EXPENSES ALLOWED: Expenses are not allowed as follows: N/A.

2.4 DISCOUNT: The State may receive a 0% discount for payment within N/A days of receipt of correct invoice.

2.5 VENDOR'S PRICING: Attach additional pages if necessary.

2.4.1. Vendor's Price for the Initial Term:

ATTACHMENT 1: PRICE SCHEDULE (Make entries in each of the Shaded Boxes)

ITEM	DESCRIPTION	Unit Measure	RATE
1	Attorney	Hour	\$200.00
2	Paralegal	Hour	\$100.00

	DESCRIPTION	RATE	RATE	RATE
3	Bond Transactions	For Services as Bond Counsel	For Services as Issuer's Counsel, assuming Issuer's Counsel is <u>not</u> responsible for drafting the offering document and related matters (e.g. the Due Diligence Call)	For Services as Issuer's Counsel, assuming Issuer's Counsel is <u>is</u> responsible for drafting the offering document and related matters (e.g. the Due Diligence Call)
	Minimum fee regardless of par amount	\$50,000.00	\$17,500.00	\$30,000.00
	Maximum fee regardless of par amount	\$180,000.00	\$60,000.00	\$100,000.00
	\$ per \$1,000.00 par Amount for First \$100,000,000	\$0.50	\$0.30	\$0.40
	\$ per \$1,000.00 par Amount for par between \$100,000,001 - \$200,000,000	\$0.25	\$0.18	\$0.20
	\$ per \$1,000.00 par Amount for par between \$200,000,001 - \$500,000,000	\$0.17	\$0.06	\$0.08
	\$ per \$1,000.00 par Amount for par between \$500,000,001 and above	\$0.10	\$0.04	\$0.03

BB For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Pricing.

If checked, see the attached BidBuy Purchase Order for the Vendor's Price for the Initial Term.

2.4.2. 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.

2.4.2.1 Agency Formula for Determining Renewal Compensation: No price increase will be allowed for the renewal term.

2.4.2.2 Vendor's Price for Renewal(s): See Section 2.4.2.1 above.

2.6 MAXIMUM AMOUNT: Vendor's compensation for (services) under this Contract shall not exceed \$208,533.34 during the initial term without a formal amendment.

3. TERM AND TERMINATION

3.1 **TERM OF THIS CONTRACT:** This contract has an initial term of July 15, 2019 to July 14, 2024. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

If checked, see the attached BidBuy Purchase Order for the Term of this Contract.

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:

3.2.1. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

3.2.2. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

3.2.3. The State reserves the right to renew for a total of five (5) years in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

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

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by

that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

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

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (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. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 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. Contractor 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 Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 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 to the awarded Vendor in the notice of intent to award.
- 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's state tax exemption number and federal tax exemption information.
- 4.1.6.2 Vendor shall invoice at the completion of this contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Illinois Tollway
Attn:	Procurement
Address:	P.O. Box 3094
City, State Zip	Lisle, Il. 60532-8094

See attached BidBuy Purchase Order

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

- 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 fifteen (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 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. 30 ILCS 500/20-120.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) 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 (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall

not impose a charge for audit or examination of the Vendor's or subcontractor'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 thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9 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 Tollway is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the Tollway 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 Tollway 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. Notwithstanding the foregoing, while the Vendor recognizes the Tollway's ownership rights with respect to documents produced pursuant to this contract and the Tollway's rights with respect to Tollway's confidential information included therein, the Vendor reserves its rights to use

its work product, to the extent reflected in such documents, for engagements with other clients, subject to the Tollway's right to protect its confidential information. The Vendor's work product reflects its cumulative experience in representing numerous clients in similar matters, subject at all times to the Vendor's responsibility for confidentiality to each of its clients.

4.10 INDEMNIFICATION: The Vendor shall indemnify and hold harmless the Tollway, its 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 any actual or alleged death or injury to any human person, or damage to any tangible real or personal property (e.g. buildings, equipment, furniture and fixtures) as a result of Vendor's negligence: provided, however, that this Section 4.10 (a) shall not be construed to apply to any claims arising out of the professional negligence or malpractice of Vendor as counsel providing the services described herein, which claims shall be governed exclusively by Section 4.10 (b) hereof.

(b) **VENDOR OBLIGATIONS:** Vendor shall be obligated to perform its obligations under this Contract in accordance with all applicable standards and requirements of professional responsibility for counsel providing the services described herein and Vendor shall have liability to the Tollway for all actual damages and costs (including, without limitation, attorneys' fees and expenses of outside counsel when necessary to complete or correct work because of Vendor's failure to satisfy these obligations) incurred by the Tollway 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.

4.11 INSURANCE: Vendor shall, at all time during the term and any renewals maintain (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Workers' Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims. In addition, Vendor shall, at all times during the term and any renewals, maintain Professional Liability Insurance with coverages of at least \$50,000,000 per claim and \$100,000,000 in aggregate. Such insurance shall be provided by Attorney's Liability Insurance Society (ALAS) (or an alternative insurance provider that provides Professional Liability Insurance to law firms similar in size and areas of practice to the Vendor).

A. Minimum Scope of Insurance Coverage shall be at least as broad as:

1. Commercial General Liability coverage on an unmodified, Insurance Service Office "Occurrence" form, current edition or an alternative form providing equivalent protection.
2. Automobile Liability on an unmodified, Insurance Service Office form, current edition or an alternative form providing equivalent protection.
3. Workers Compensation insurance as required by the State of Illinois and including Employers' Liability.

4. Professional Liability.

B. Minimum Limits of Insurance Contractor or vendor shall maintain no less than:

1. Commercial General Liability: limits of liability of not less than \$1,000,000 each occurrence for bodily injury, personal injury, and property damage and \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate.
2. Automobile Liability: limit of liability of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage each accident.
3. Workers Compensation and Employers' Liability: Workers Compensation providing statutory benefits, and Employers' Liability of not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit, including voluntary compensation.
4. Professional Liability

The Illinois State Toll Highway Authority together with its officials, directors, and employees, shall be named "Additional Insured" as part of the commercial general liability and automobile liability coverage. These policies shall be primary for the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other coverage be primary, contributing or excess. Policies shall contain a waiver of subrogation waiving any rights of recovery that the insurer(s) may have against the Illinois Tollway and its officials, directors, and employees.

All deductibles or self-insured retentions must be declared and accepted by the Illinois Tollway. Proof of insurance shall include copies of the applicable "additional insured" endorsements for the review of and approval by the Illinois Tollway. Any failure by the Illinois Tollway to request proof of insurance will not waive the requirement for procuring and maintaining the minimum insurance coverages specified.

- 4.12 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.
- 4.13 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.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 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

subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** 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 dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17 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 this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest in and to the claim or cause of action.

4.18 CONTRACTUAL AUTHORITY: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does 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 or orders with the Vendor shall have any liability to the Vendor for that order or orders.

4.19 EXPATRIATED ENTITIES: Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity

4.20 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this 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 its 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 the 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 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:**
- 4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not

perform in accordance with this 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 this contract.

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

- Illinois Tollway Definitions
- Required Federal Clauses, Certifications and Assurances
- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.
- Illinois Tollway Specific Terms and Conditions
- Other (describe)

5.2. TOLLWAY SUPPLEMENTAL PROVISIONS:

- Definitions
- Required Federal Clauses, Certifications and Assurances
- ARRA Requirements (American Recovery and Reinvestment Act of 2009)
- Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)
- Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)
- BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)
- PAYMENT OF TOLLS: The Vendor shall be required to pay the full amount of tolls, if any, incurred by it during the duration of the contract. Said tolls will not be refunded by the Illinois Tollway. Furthermore, in the event that a final determination is made by the Illinois Tollway that the Contractor has failed to pay any required tolls and associated fines, the Illinois Tollway is authorized to take steps necessary to withhold the amounts of the unpaid tolls and fines from any payment due the contractor by the Illinois Tollway and/or other Tollway of Illinois office, department, commission, board or agency.

5.3 AGENCY SUPPLEMENTAL TERMS AND CONDITIONS:

5.3.1 Order of Precedence:

The Contract, RFP, Proposal, and subsequent proposal modifications, this document), taken together, comprises the Contract between the parties. With respect to any inconsistency or conflict among these documents the following order of precedence shall prevail:

1. This Contract
2. The RFP
3. The Proposal

3. Other submissions received after the initial proposal as part of the renegotiation process, if applicable and agreed upon
- 5.3.2 Agents and Employees:
Vendor shall be responsible for the negligent acts and omissions of its agents, employees and if applicable, subcontractors in their performance of Vendor's duties under this Contract. Vendor represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services or supplying goods hereunder. In the event that the Tollway/Buyer determines that any individual performing services or supplying goods for Vendor hereunder is not providing such skilled services or delivery of goods, it shall promptly notify the Vendor and the Vendor shall replace that individual.
- 5.3.3 Publicity:
Vendor shall not, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that it is under contract to the Tollway/Buyer nor shall the Tollway/Buyer's name be used in any such advertisement or solicitation without prior written approval except as required by law.
- 5.3.4 Consultation:
Vendor shall keep the Tollway/Buyer fully informed as to the progress of matters covered by this Contract. Where time permits and Vendor is not otherwise prohibited from so doing, Vendor shall offer the Tollway/Buyer the opportunity to review relevant documents prior to filing with any public body or adversarial party.
- 5.3.5 Third Party Beneficiaries:
There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the Tollway/Buyer and the Vendor.
- 5.3.6 Successors in Interest:
All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 5.3.7 Vendor's Termination Duties:
The Vendor, upon receipt of notice of termination or upon request of the Tollway/Buyer, shall:
- 5.3.7.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, any other matters the Tollway/Buyer may require;
 - 5.3.7.2 Immediately cease using and return to the Tollway/Buyer any personal property or materials, whether tangible or intangible, provided by the Tollway/Buyer to the Vendor;
 - 5.3.7.3 Comply with the Tollway/Buyer's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;
 - 5.3.7.4 Cooperate in good faith with the Tollway/Buyer, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor;
 - 5.3.7.5 Immediately return to the Tollway/Buyer any payments made by the Tollway/Buyer for services that were not rendered by the Vendor.

5.3.8. Inspector General:

The Vendor/Contractor hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of the Illinois State Toll Highway Authority has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor/Contractor will fully cooperate in any OIG investigation or review. Cooperation includes providing access to all information and documentation related to the goods/services described in this Agreement, and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.

5.4 OVERTIME:

If overtime is contemplated and provided for in this contract, all work performed by Vendor at overtime rates shall be pre-approved by the Tollway/Buyer.

5.5 VENUE AND ILLINOIS LAW:

Any claim against the Tollway arising out of this contract must be filed exclusively with Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois for State claims and the U.S. District Court for the Northern District of Illinois for Federal claims.

5.5.1 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean the Illinois State Toll Highway Authority.

5.5.2 The State Prompt Payment Act (30 ILCS 40) does not apply to the Tollway. Therefore, the first two sentences of paragraph 4.1.1 are inapplicable to this contract.

5.5.3. The Tollway is not currently an appropriated agency. Therefore, to the extent paragraph 3.5 and 4.29 concerns the Tollway being an appropriated agency, it does not apply.

5.5.4. The invoice submission deadline included in the second sentence of above paragraph 4.1.6 does not apply to the Tollway. Therefore, the second sentence of this paragraph is inapplicable to this contract. However, the remainder of the paragraph remains in effect.

5.6 REPORT OF A CHANGE IN CIRCUMSTANCES:

The Vendor agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the VENDOR's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the VENDOR's Certification/Disclosure Forms, the VENDOR's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, VENDOR agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the VENDOR, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

Further, the VENDOR agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The VENDOR agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

Finally, the VENDOR acknowledges and agrees that the failure of the VENDOR to comply with this reporting requirement shall constitute a material breach of contract which may result in this contract being declared void.

5.7 VENDOR SUPPLEMENTAL PROVISIONS

STATE OF ILLINOIS FORMS A

A vendor responding to a solicitation by the State of Illinois must return the information requested within this section with their bid or offer if they are not registered in the Illinois Procurement Gateway (IPG). Failure to do so may render their bid or offer non-responsive and result in disqualification.

Please read this entire Forms A and provide the requested information as applicable and per the instructions. All forms and signature areas contained in this Forms A must be completed in full and submitted along with the bid in an Invitation for Bid; and completed in full and submitted along with the technical response and price proposal, which combined will constitute the Offer, in a Request for Proposal.

Vendor Name: Chapman and Cutler LLP	Phone: 312.845.3494
Street Address: 111 West Monroe Street	Email: corbin@chapman.com
City, State Zip: Chicago, Illinois 60603	Vendor Contact: William E. Corbin, Jr.

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.

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

OUTLINE

FORMS A

Complete this section if you are not using an IPG (Illinois Procurement Gateway) Registration #

	Part
Business and Directory Information	1.
Illinois Department of Human Rights Public Contracts Number	2.
Authorized to Do Business in Illinois.....	3.
Standard Certifications.....	4.
State Board of Elections	5.
Disclosure of Business Operations in Iran	6.
Financial Disclosures and Conflicts of Interest	7.
Taxpayer Identification Number	8.

**STATE OF ILLINOIS
BUSINESS AND DIRECTORY INFORMATION**

1.1. Name of Business (official name and DBA)

Chapman and Cutler LLP

1.2. Business Headquarters (address, phone and fax)

111 West Monroe Street, Chicago, Illinois 60603

312.845.3000

312.701.2361

1.3. If a Division or Subsidiary of another organization provide the name and address of the parent

N/A

1.4. Billing Address

111 West Monroe Street, Chicago, Illinois 60603

[Click here to enter text.](#)

1.5. Name of Chief Executive Officer

Timothy P. Mohan

1.6. Company Web Site Address

www.chapman.com

1.7. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below)

Limited Liability Partnership

1.8. Length of time in business

105 Years

1.9. Annual Sales for Offeror's most recently completed fiscal year

\$200,400,000

1.10. Show number of full-time employees, on average, during the most recent fiscal year

Approximately 450

1.11. Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies:

- 1.11.1. Minority (30 ILCS 575/2(A)(1) & (3)) Yes
- 1.11.2. Female (30 ILCS 575/2(A)(2) & (4)) Yes
- 1.11.3. Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) Yes
- 1.11.4. Disadvantaged (49 CFR 26) Yes
- 1.11.5. Veteran (30 ILCS 500/45-57) Yes

STATE OF ILLINOIS
ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

- 2.1. If Offeror employed fifteen or more full-time employees at the time of submission of their response to this solicitation or any time during the previous 365-day period leading up to submission, it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one **prior** to the solicitation opening date. 775 ILCS 5/2-101. If the Agency/University cannot confirm compliance, it will not be able to consider a Vendor's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): Chapman and Cutler LLP.

(check if applicable) The number is not required as the company has not met or exceeded the number of employees that makes registration necessary under the requirements of the Human Rights Act described above.

IDHR Public Contracts Number: 97716-00 Expiration Date: 3/31/2020.

- 2.2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: [Click here to enter text.](#)
- 2.3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 ILL. ADM. CODE 750.210(a).
- 2.4. Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.
- 2.5. If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.
- 2.6. Offeror may obtain an application form by:
- 2.6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
- 2.6.2. Internet: You may download the form from the Department of Human Rights' website at (<http://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx>).
- 2.6.3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

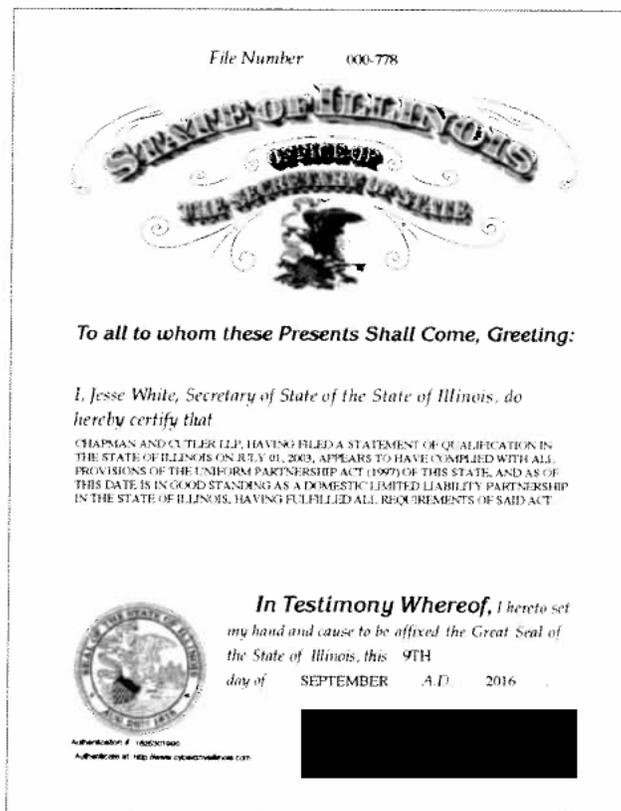
STATE OF ILLINOIS
AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN ILLINOIS

3. A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting an offer. 30 ILCS 500/20-43. Offerors must review and complete certification #4.32 in the Standard Certifications found in Forms A, Part 4.

Certification #4.32 requires Vendor to check one of two boxes representing its status. The State may request evidence from a vendor that certifies it is authorized to do business in Illinois proving such authorization. Failure to produce evidence in a timely manner may be considered grounds for determining Vendor non-responsive or not responsible.

For information on registering to transact business or conduct affairs in Illinois, please visit the Illinois Secretary of State's Department of Business Services at their website at (http://cyberdriveillinois.com/departments/business_services/home.html) or your home county clerk.

EVIDENCE OF BEING AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IS THE SECRETARY OF STATE'S CERTIFICATE OF GOOD STANDING



STATE OF ILLINOIS STANDARD CERTIFICATIONS

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

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

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

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

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

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

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

4.2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

4.3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

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

4.5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

STATE OF ILLINOIS STANDARD CERTIFICATIONS

- 4.6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
- 4.7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
- 4.8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
- 4.9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
- 4.10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended* by Pub. Act No. 97-0895 (August 3, 2012).
- 4.11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 4.12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- 4.13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
- 4.14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor 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.

STATE OF ILLINOIS STANDARD CERTIFICATIONS

- 4.15. Vendor certifies it is not in violation of the “Revolving Door” provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 4.16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
- 4.17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist’s costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
- 4.18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- 4.19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
- 4.20. Drug Free Workplace
- 4.20.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
- 4.20.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 4.21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- 4.22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- 4.23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 4.24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club.” 775 ILCS 25/2.
- 4.25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- 4.26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.

STATE OF ILLINOIS
STANDARD CERTIFICATIONS

- 4.27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
- 4.28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 4.29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
- 4.30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

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

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

or

Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

- 4.31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
- 4.32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following two certifications by checking the appropriate box.

- A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. Vendor certifies that it is a legal entity, and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

STATE OF ILLINOIS STANDARD CERTIFICATIONS

4.33. Vendor certifies that, for the duration of this contract it will:

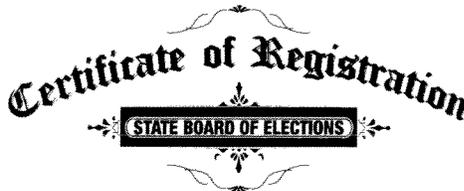
- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or
- is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

**STATE OF ILLINOIS
STATE BOARD OF ELECTIONS**

5. Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors, bidders and offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting 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. The State may declare any resultant contract void if these Acts are violated.

Generally, if a vendor, bidder, or offeror is an entity doing business for profit (i.e. sole proprietorship, partnership, corporation, limited liability company or partnership, or otherwise) and has contracts with State agencies that annually total more than \$50,000 or whose aggregate pending bids or proposals and current State contracts that total more than \$50,000, the vendor, bidder, or offeror is prohibited from making political contributions and must register with the State Board of Elections. 30 ILCS 500/20-160.

**EVIDENCE OF REGISTRATION WITH THE STATE BOARD OF ELECTIONS
IS THE CERTIFICATE OF REGISTRATION**



Registration No. 12710

Chapman and Cutler LLP
111 West Monroe Street
Chicago IL 60603-4080

Information for this business last updated on:
Tuesday, August 25, 2009

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



STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

6. In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, will 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:
- 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
 - 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 or offer that does not include this disclosure may be given a period after the bid or offer is submitted to cure non-disclosure. A chief procurement officer may consider the disclosure when evaluating the bid or offer or awarding the contract.

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:

[Click here to enter text.](#)

STATE OF ILLINOIS FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

The Financial Disclosures and Conflicts of Interest form (“form”) must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid or offer or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

- Vendor
- Vendor’s Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000 (annual value)
- Subcontractor’s Parent Entity(ies) (100% ownership) > \$50,000 (annual value)

Project Name	Bond Counsel and Related Legal Services
Illinois Procurement Bulletin Number	22040782
Contract Number	17-0106
Vendor Name	Chapman and Cutler LLP
Doing Business As (DBA)	Chapman and Cutler LLP
Disclosing Entity	Chapman and Cutler LLP
Disclosing Entity’s Parent Entity	N/A
Subcontractor	N/A
Instrument of Ownership or Beneficial Interest	Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

Option 1 – Publicly Traded Entities

- 1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 100 Shareholders

- 2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

- 4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Please see Schedule I attached hereto for a list of all partners with an ownership share in the Firm. No partner has an ownership percentage exceeding 5% or an ownership value that exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Please see Schedule I for a list of all partners receiving distributive income. No partner’s percentage of the total distributive income exceeds 5%. All partners had distributive income in 2017 that exceeded \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Yes No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)? Yes No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: **Please see Schedule II attached hereto for responses to each question for each person disclosed in Step 2, Option A.**

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years 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? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment 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
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee 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

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

Details are provided in Schedule II attached hereto.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS
 (Complete only if bid, offer, or contract has an annual value over \$50,000)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: **All partners listed on Schedule I.**

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
2. Within the previous ten years, have you had any professional licensure discipline? Yes No
3. Within the previous ten years, have you had any bankruptcies? Yes No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. [Click here to enter text.](#)

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS
 (Complete only if bid, offer, or contract has an annual value over \$50,000)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

Yes No.

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment may be provided if needed.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Click here to enter text.				

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

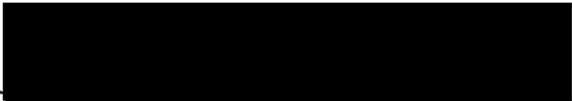
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Please explain the procurement relationship: **Please see Schedule III attached hereto for a list of current contracts with units of State of Illinois government.**

STEP 9
SIGN THE DISCLOSURE
(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Chapman and Cutler LLP

Signature: 

Date: May 10, 2018

Printed Name: William E. Corbin, Jr.

Title: Partner and General Counsel

Phone Number: 312.845.3494

Email Address: corbin@chapman.com

Schedule I

Partner	Address
Kimberly L. Ahlgrim	111 West Monroe Street, Chicago, Illinois 60603
Anna M. Anderson	111 West Monroe Street, Chicago, Illinois 60603
Scott R. Anderson	111 West Monroe Street, Chicago, Illinois 60603
Laura E. Appleby	1270 Avenue of the Americas, New York, New York 10020
David. T.B. Audley	111 West Monroe Street, Chicago, Illinois 60603
Daniel J. Bacastow	111 West Monroe Street, Chicago, Illinois 60603
Cynthia A. Baker	111 West Monroe Street, Chicago, Illinois 60603
Daniel W. Baker	111 West Monroe Street, Chicago, Illinois 60603
David S. Barritt	111 West Monroe Street, Chicago, Illinois 60603
Erin P. Bartholomy	111 West Monroe Street, Chicago, Illinois 60603
Bruce A. Bedwell	111 West Monroe Street, Chicago, Illinois 60603
Walter P. Begley	111 West Monroe Street, Chicago, Illinois 60603
Kelley M. Bender	111 West Monroe Street, Chicago, Illinois 60603
Michael T. Benz	111 West Monroe Street, Chicago, Illinois 60603
John F. Bibby, Jr.	111 West Monroe Street, Chicago, Illinois 60603
Ryan D. Bjerke	215 South State Street, Salt Lake City, Utah 84111
Andrew G. Borders	111 West Monroe Street, Chicago, Illinois 60603
Sarah A. Breitmeyer	111 West Monroe Street, Chicago, Illinois 60603
Nancy A. Burke	111 West Monroe Street, Chicago, Illinois 60603
James C. Burr	215 South State Street, Salt Lake City, Utah 84111
Robert L. Capizzi	111 West Monroe Street, Chicago, Illinois 60603
Paul D. Carman	111 West Monroe Street, Chicago, Illinois 60603
David J. Cholst	111 West Monroe Street, Chicago, Illinois 60603
Rafael L. Cook	111 West Monroe Street, Chicago, Illinois 60603
William E. Corbin	111 West Monroe Street, Chicago, Illinois 60603
Richard A. Cosgrove	111 West Monroe Street, Chicago, Illinois 60603
Robert M. Criswell	111 West Monroe Street, Chicago, Illinois 60603
David S. Crossett	111 West Monroe Street, Chicago, Illinois 60603
Amy Cobb Curran	111 West Monroe Street, Chicago, Illinois 60603
Keith M. Cyzen	111 West Monroe Street, Chicago, Illinois 60603
Anthony M. DiGiacomo	1270 Avenue of the Americas, New York, New York 10020
Walter L. Draney	111 West Monroe Street, Chicago, Illinois 60603
Philip M.J. Edison	111 West Monroe Street, Chicago, Illinois 60603
Aaron K. Efta	111 West Monroe Street, Chicago, Illinois 60603
Brent L. Feller	111 West Monroe Street, Chicago, Illinois 60603
Eric F. Fess	111 West Monroe Street, Chicago, Illinois 60603
David M. Field	111 West Monroe Street, Chicago, Illinois 60603
Craig Fishman	1717 Rhode Island Avenue NW, Washington, DC 20036
Felice R. Foundos	111 West Monroe Street, Chicago, Illinois 60603
August J. Francis	111 West Monroe Street, Chicago, Illinois 60603
Marc P. Franson	111 West Monroe Street, Chicago, Illinois 60603
Brian D. Free	111 West Monroe Street, Chicago, Illinois 60603
Michael Friedman	1270 Avenue of the Americas, New York, New York 10020
Scott R. Fryzel	111 West Monroe Street, Chicago, Illinois 60603
Preetha P. Gist	1717 Rhode Island Avenue NW, Washington, DC 20036
Melanie J. Gnazzo	595 Market Street, San Francisco, California 94105

Chapman and Cutler LLP

Partner	Address
Cari A. Grieb	111 West Monroe Street, Chicago, Illinois 60603
Ronald J. Hacker	111 West Monroe Street, Chicago, Illinois 60603
Larry G. Halperin	1270 Avenue of the Americas, New York, New York 10020
Kyle W. Harding	111 West Monroe Street, Chicago, Illinois 60603
Michael A. Harrison	595 Market Street, San Francisco, California 94105
Steve G. Hastings	111 West Monroe Street, Chicago, Illinois 60603
James M. Heiser	111 West Monroe Street, Chicago, Illinois 60603
William C. Hermann	111 West Monroe Street, Chicago, Illinois 60603
John C. Hitt, Jr.	111 West Monroe Street, Chicago, Illinois 60603
Van E. Holkeboer	111 West Monroe Street, Chicago, Illinois 60603
Thomas F. Howard	111 West Monroe Street, Chicago, Illinois 60603
Juliet H. Huang	111 West Monroe Street, Chicago, Illinois 60603
Matthew P. Huebsch	111 West Monroe Street, Chicago, Illinois 60603
Eric T. Hunter	215 South State Street, Salt Lake City, Utah 84111
William R. Hunter	111 West Monroe Street, Chicago, Illinois 60603
David J. Kates	111 West Monroe Street, Chicago, Illinois 60603
E. Roy Kim	111 West Monroe Street, Chicago, Illinois 60603
Helen Y. Kim	111 West Monroe Street, Chicago, Illinois 60603
Gregory A. Klamrzynski	111 West Monroe Street, Chicago, Illinois 60603
Richard F. Klein	111 West Monroe Street, Chicago, Illinois 60603
Jonathan A. Koff	111 West Monroe Street, Chicago, Illinois 60603
Kelly K. Kost	111 West Monroe Street, Chicago, Illinois 60603
Nicole C. Krol	111 West Monroe Street, Chicago, Illinois 60603
René J. LeBlanc-Allman	201 South College Street, Suite 1600, Charlotte, NC 28244
William M. Libit	111 West Monroe Street, Chicago, Illinois 60603
Lorelle L. Lindo	111 West Monroe Street, Chicago, Illinois 60603
Joseph P. Lombardo	111 West Monroe Street, Chicago, Illinois 60603
David A. Lullo	111 West Monroe Street, Chicago, Illinois 60603
Douglas S. Madsen	1717 Rhode Island Avenue NW, Washington, DC 20036
Peter C. Manbeck	1270 Avenue of the Americas, New York, New York 10020
Kenneth P. Marin	1270 Avenue of the Americas, New York, New York 10020
John J. Martin	1270 Avenue of the Americas, New York, New York 10020
Michael H. Mitchell	1717 Rhode Island Avenue NW, Washington, DC 20036
Michael J. Mitchell	111 West Monroe Street, Chicago, Illinois 60603
Timothy P. Mohan	111 West Monroe Street, Chicago, Illinois 60603
Mitchell A. Naumoff	1717 Rhode Island Avenue NW, Washington, DC 20036
Jane E. Nagle	111 West Monroe Street, Chicago, Illinois 60603
James R. Nelson	111 West Monroe Street, Chicago, Illinois 60603
David Z. Nirenberg	1270 Avenue of the Americas, New York, New York 10020
Mark R. O'Meara	111 West Monroe Street, Chicago, Illinois 60603
Nathan H.B. Odem	111 West Monroe Street, Chicago, Illinois 60603
Amy L. Olshansky	111 West Monroe Street, Chicago, Illinois 60603
Kristin L. Parker	111 West Monroe Street, Chicago, Illinois 60603
Edward J. Pelican	111 West Monroe Street, Chicago, Illinois 60603
Vincent W. Pelleriti	595 Market Street, San Francisco, California 94105
Latrice M. Phillips	1270 Avenue of the Americas, New York, New York 10020
Scott N. Pierpont	1270 Avenue of the Americas, New York, New York 10020
Stacy K. Pike	111 West Monroe Street, Chicago, Illinois 60603

Chapman and Cutler LLP

Partner	Address
Todd R. Plotner	111 West Monroe Street, Chicago, Illinois 60603
Gary R. Polega	111 West Monroe Street, Chicago, Illinois 60603
Christopher J. Preston	111 West Monroe Street, Chicago, Illinois 60603
Dianne E. Rist	111 West Monroe Street, Chicago, Illinois 60603
Anthony R. Rosso	111 West Monroe Street, Chicago, Illinois 60603
Suzanne M. Russell	111 West Monroe Street, Chicago, Illinois 60603
David I. Schrodt	111 West Monroe Street, Chicago, Illinois 60603
James P. Sullivan	111 West Monroe Street, Chicago, Illinois 60603
Jennifer L. Tedjeske	111 West Monroe Street, Chicago, Illinois 60603
Stephen R. Tetro II	111 West Monroe Street, Chicago, Illinois 60603
Marilynn H. Tham	595 Market Street, San Francisco, California 94105
Carol Thompson	111 West Monroe Street, Chicago, Illinois 60603
Richard K. Tomei	111 West Monroe Street, Chicago, Illinois 60603
Franklin H. Top III	111 West Monroe Street, Chicago, Illinois 60603
Anjali Vij	111 West Monroe Street, Chicago, Illinois 60603
Rebecca Wallenfelsz	111 West Monroe Street, Chicago, Illinois 60603
Christopher F. Walrath	111 West Monroe Street, Chicago, Illinois 60603
Morrison C. Warren	111 West Monroe Street, Chicago, Illinois 60603
Lawrence E. White	111 West Monroe Street, Chicago, Illinois 60603
Nicholas A. Whitney	1270 Avenue of the Americas, New York, New York 10020
Matthew T. Wirig	111 West Monroe Street, Chicago, Illinois 60603
Andrew Wool	111 West Monroe Street, Chicago, Illinois 60603
Anthony D. Yager	111 West Monroe Street, Chicago, Illinois 60603

Schedule II

	2a	2b	2c	2d	2e	2f	2g	2h	2i	2j
The following Partners at Chapman and Cutler LLP (a Partnership) have a Distributive Income Share exceeding \$106,447.00	State employment, currently or in the previous 3 years, including contractual employment of services. 1	State employment of spouse, father, mother, son, or daughter, including contractual employment for services the previous 2 years.	Elective status ... currently or in the previous 3 years.	Relationship to anyone holding elective office currently or in the previous 2 years...	Appointive office ... currently or in the previous 3 years.	Relationship to anyone holding appointive office currently or in the previous 2 years...	Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.	Relationship to anyone who is registered lobbyist in the previous 2 years...	Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee ... or any political action committee...	Relation to any ... compensated employee in the last 2 years of any registered election or reelection ... or any political action committee...
Ahgrim, Kimberly L. 111 W. Monroe St. Chicago, IL 60603-4080										
Anderson, Anna M. 111 W. Monroe St. Chicago, IL 60603-4080										
Anderson, Scott R. 111 W. Monroe St. Chicago, IL 60603-4080										
Apleby, Laura E. 1270 Avenue of the Americas, 30th Floor New York, NY 10020-1708				Mother - member of the county board of Douglas County, Illinois; Father - Township Supervisor of Garret Township, Illinois						
Audley, David T. B. 111 W. Monroe St. Chicago, IL 60603-4080										
Bacastow, Daniel J. 111 W. Monroe St. Chicago, IL 60603-4080										
Baker, Cynthia A. 111 W. Monroe St. Chicago, IL 60603-4080										
Baker, Daniel W. 111 W. Monroe St. Chicago, IL 60603-4080										
Barritt, David S. 111 W. Monroe St. Chicago, IL 60603-4080										

	2a	2b	2c	2d	2e	2f	2g	2h	2i	2j
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Bartholomy, Erin P. 111 W. Monroe St. Chicago, IL 60603-4080							Chapman and Cutler-LLP			
Baty, David L. 201 South College Street Charlotte, NC 28244-0009										
Bedwell, Bruce A. 111 W. Monroe St. Chicago, IL 60603-4080										
Begley, Walter P. 111 W. Monroe St. Chicago, IL 60603-4080										
Bender, Kelley M. 111 W. Monroe St. Chicago, IL 60603-4080										
Benz, Michael T. 111 W. Monroe St. Chicago, IL 60603-4080										
Bibby, Jr., John F. 111 W. Monroe St. Chicago, IL 60603-4080										
Bird, Douglas A. 1270 Avenue of the Americas, 30th Floor New York, NY 10020-1708										
Bjarke, Ryan D. 215 South State Street Suite 800 Salt Lake City, UT 84111										
Borders, Andrew G. 111 W. Monroe St. Chicago, IL 60603-4080										
Breitmeyer, Sarah A. 111 W. Monroe St. Chicago, IL 60603-4080										

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Burke, Nancy A. 111 W. Monroe St. Chicago, IL 60603-4080										
Burr, James C. 215 South State Street Suite 800 Salt Lake City, UT 84111										
Capizzi, Robert L. 111 W. Monroe St. Chicago, IL 60603-4080										
Carman, Paul D. 111 W. Monroe St. Chicago, IL 60603-4080										
Choist, David J. 111 W. Monroe St. Chicago, IL 60603-4080										
Cook, Rafael L. 111 W. Monroe St. Chicago, IL 60603-4080										
Corbin, Jr., William E. 111 W. Monroe St. Chicago, IL 60603-4080										
Cosgrove, Richard A. 111 W. Monroe St. Chicago, IL 60603-4080										
Criswell, Robert M. 111 W. Monroe St. Chicago, IL 60603-4080										
Crossett, David S. 111 W. Monroe St. Chicago, IL 60603-4080										
Curran, Amy C. 111 W. Monroe St. Chicago, IL 60603-4080										

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Cyzen, Keith M. 111 W. Monroe St. Chicago, IL 60603-4080										
DiGiacomo, Anthony M. 1270 Avenue of the Americas, 30th Floor New York, NY 10020-1708										
Draney, Walter L. 111 W Monroe St. Chicago, IL 60603-4080										
Edison, Philip M. J. 111 W Monroe St. Chicago, IL 60603-4080										
Effa, Aaron J. 111 W Monroe St. Chicago, IL 60603-4080										
Feller, Brent L. 111 W Monroe St. Chicago, IL 60603-4080										
Fess, Eric F. 111 W. Monroe St. Chicago, IL 60603-4080										
Field, David M. 111 W. Monroe St. Chicago, IL 60603-4080										
Fishman, Craig 1717 Rhode Island NW Washington, DC 20036										
Foundos, Felice R. 111 W. Monroe St. Chicago, IL 60603-4080										

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The following Partners at Chapman and Cutler LLP (a Partnership) have a Distributive Income Share exceeding \$106,447.00	State employment, currently or in the previous 3 years, including contractual employment of services,	State employment of spouse, father, mother, son, or daughter, including contractual employment for services the previous 2 years	Elective status ... currently or in the previous 3 years.	Relationship to anyone holding elective office currently or in the previous 2 years...	Appointive office ... currently or in the previous 3 years.	Relationship to anyone holding appointive office currently or in the previous 2 years...	Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.	Relationship to anyone who is or was a registered lobbyist in the previous 2 years...	Compensated employment, currently or in the previous 3 years, by any registered election or reelection ... or any political action committee...	Relation to any ... compensated employee in the last 2 years of any registered election or reelection ... or any political action committee...
Francis, August J. 111 W. Monroe St. Chicago, IL 60603-4080										
Franson, Marc P. 111 W. Monroe St. Chicago, IL 60603-4080							BMO Harris Bank National Association			
Free, Brian D. 111 W. Monroe St. Chicago, IL 60603-4080										
Friedman, Michael 1270 Avenue of the Americas, 30th Floor New York, NY 10020-1708										
Fryzel, Scott R. 111 W. Monroe St. Chicago, IL 60603-4080										
Gist, Preetha P. 1717 Rhode Island NW Washington, DC 20036										
Glushko, Thomas N 595 Market St. San Francisco, CA 94105										
Gnazzo, Melanie J. 595 Market St. San Francisco, CA 94105										
Grieb, Cari 111 W. Monroe St. Chicago, IL 60603-4080										
Hacker, Ronald J. 111 W. Monroe St. Chicago, IL 60603-4080										
Halperin, Larry G. 1270 Avenue of the Americas, 30th Floor New York, NY 10020-1708										

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Harding, Kyle W. 111 W. Monroe St. Chicago, IL 60603-4080										
Harrison, Michael A. 595 Market St. San Francisco, CA 94105										
Hastings, Steven G. 111 W. Monroe St. Chicago, IL 60603-4080										
Heiser, James M. 111 W. Monroe St. Chicago, IL 60603-4080										
Hermann, William C. 111 W. Monroe St. Chicago, IL 60603-4080										
Hitt Jr., John C. 111 W. Monroe St. Chicago, IL 60603-4080										
Holkeboer, Van E. 111 W. Monroe St. Chicago, IL 60603-4080										
Howard, Thomas F. 111 W. Monroe St. Chicago, IL 60603-4080										
Huang, Juliet H. 111 W. Monroe St. Chicago, IL 60603-4080										
Huebsch, Matthew P. 111 W. Monroe St. Chicago, IL 60603-4080										
Hunter, Eric T. 215 South State Street Suite 800 Salt Lake City, UT 84111										

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Hunter, R. William 111 W. Monroe St. Chicago, IL 60603-4080										
Kates, David J. 111 W. Monroe St. Chicago, IL 60603-4080										
Kim, E. Roy 111 W. Monroe St. Chicago, IL 60603-4080										
Kim, Helen Y. 111 W. Monroe St. Chicago, IL 60603-4080										
Klamczynski, Gregory A. 111 W. Monroe St. Chicago, IL 60603-4080										
Klein, Richard F. 111 W. Monroe St. Chicago, IL 60603-4080										
Koff, Jonathan A. 111 W. Monroe St. Chicago, IL 60603-4080										
Kopp, Steven L. 1270 Avenue of the Americas, 30th Floor New York, NY 10020-1708										
Kost, Kelly K. 111 W. Monroe St. Chicago, IL 60603-4080							Chapman and Cutler LLP			
Krol, Nicole C. 111 W. Monroe St. Chicago, IL 60603-4080										
LeBlanc-Allman, Rene J. 201 South College Street Charlotte, NC 28244-0009										

	2a	2b	2c	2d	2e	2f	2g	2h	2i	2j
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Lbit, William M. 111 W. Monroe St. Chicago, IL 60603-4080										
Lindo, Lorelle L. 111 W. Monroe St. Chicago, IL 60603-4080										
Lombardo, Joseph P. 111 W. Monroe St. Chicago, IL 60603-4080										
Lullo, David A. 111 W. Monroe St. Chicago, IL 60603-4080										
Madsen, Douglas L. 1717 Rhode Island NW Washington, DC 20036										
Manbeck, Peter C. 1270 Avenue of the Americas, 30th Floor New York, NY 10020-1708										
Marin, Kenneth P. 1270 Avenue of the Americas, 30th Floor New York, NY 10020-1708										
Martin, John J. 111 W. Monroe St. Chicago, IL 60603-4080										
Mitchell, Michael H. 1717 Rhode Island NW Washington, DC 20036										
Mitchell, Michael J. 111 W. Monroe St. Chicago, IL 60603-4080										
Mohan, Timothy P. 111 W. Monroe St. Chicago, IL 60603-4080										

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Nagle, Jane E. 111 W. Monroe St Chicago, IL 60603-4080										
Naumoff, Jr., Mitchell A. 1717 Rhode Island NW Washington, DC 20036										
Nelson, James R. 111 W. Monroe St Chicago, IL 60603-4080										
Nirenberg, David Z. 1270 Avenue of the Americas, 30th Floor New York, NY 10020-1708										
Odern, Nathan H.B. 111 W. Monroe St Chicago, IL 60603-4080										
Olshansky, Amy L. 111 W. Monroe St Chicago, IL 60603-4080										
O'Meara, Mark R. 111 W. Monroe St Chicago, IL 60603-4080										
Parker, Kristin L. 111 W. Monroe St Chicago, IL 60603-4080										
Pelican, Edward J. 111 W. Monroe St Chicago, IL 60603-4080										
Pallerli, Vincent W. 595 Market St. San Francisco, CA 94105										
Phillips, Latrice 1270 Avenue of the Americas, 30th Floor New York, NY 10020-1708										

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Pierpont, Scott N. 1270 Avenue of the Americas, 30th Floor New York, NY 10020-1708										
Pike, Stacy K. 111 W. Monroe St. Chicago, IL 60603-4080										
Platner, Todd R. 111 W. Monroe St. Chicago, IL 60603-4080										
Polega, Gary R. 111 W. Monroe St. Chicago, IL 60603-4080										
Preston, Christopher J. 111 W. Monroe St. Chicago, IL 60603-4080										
Quill, Patrick B. 1270 Avenue of the Americas, 30th Floor New York, NY 10020-1708										
Rist, Dianne E. 111 W. Monroe St. Chicago, IL 60603-4080										
Rosso, Anthony R. 111 W. Monroe St. Chicago, IL 60603-4080										
Russell, Suzanne M. 111 W. Monroe St. Chicago, IL 60603-4080										
Schrodt, David I. 111 W. Monroe St. Chicago, IL 60603-4080										
Sullivan, James P. 111 W. Monroe St. Chicago, IL 60603-4080										

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Tedjeske, Jennifer L. 111 W. Monroe St. Chicago, IL 60603-4080										
Tetro II, Stephen R. 111 W. Monroe St. Chicago, IL 60603-4080										
Tham, Marilyn H. 595 Market St. San Francisco, CA 94105										
Thompson, Carol 111 W. Monroe St. Chicago, IL 60603-4080										
Tomel, Richard K. 111 W. Monroe St. Chicago, IL 60603-4080										
Top III, Franklin H. 111 W. Monroe St. Chicago, IL 60603-4080										
Vij, Anjali 111 W. Monroe St. Chicago, IL 60603-4080										
Wallenfelsz, Rebecca 111 W. Monroe St. Chicago, IL 60603-4080										
Walrath, Christopher F. 111 W. Monroe St. Chicago, IL 60603-4080										
Warren, Morrison C. 111 W. Monroe St. Chicago, IL 60603-4080										
White, Lawrence E. 111 W. Monroe St. Chicago, IL 60603-4080							Chapman and Cutler LLP			

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Whitney, Nicholas A. 1270 Avenue of the Americas, 30th Floor New York, NY 10020-1708										
Wing, Matthew T. 111 W. Monroe St. Chicago, IL 60603-4080										
Wool, Andrew L. 111 W. Monroe St. Chicago, IL 60603-4080										
Yager, Anthony D. 111 W. Monroe St. Chicago, IL 60603-4080										

i Chapman and Cutler LLP has ongoing relationships with a number of State Agencies as listed in Schedule III.

SCHEDULE III

DISCLOSURES – OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

CURRENT CONTRACTS WITH THE STATE OF ILLINOIS OR STATE AGENCIES

Value: The value of the service is dependant on the size and type of bond issues or time spent on a particular legal matter.

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

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

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

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

Illinois Finance Authority: Issuer's Counsel Services.

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

Illinois Student Assistance Commission: Contract for Finance Related Services.

Illinois Tollway Authority: Contract for Bond Counsel Services.

Northeastern Illinois University: Contract for Bond Counsel Services.

Northern Illinois University: Contract for Bond Counsel Services.

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

State of Illinois: Contract Bond and Disclosure Counsel Services

University of Illinois: Approved List of Bond Counsel.

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

PENDING BIDS, CONTRACTS, PROPOSALS OR OTHER ONGOING PROCUREMENT RELATIONSHIPS

None.

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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: William E. Corbin, Jr.

Business Name: Chapman and Cutler LLP

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number: 

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input checked="" type="checkbox"/> Limited Liability Company
(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input type="checkbox"/> C = corporation |
| | <input checked="" type="checkbox"/> P = partnership |

Signature of Authorized Representative: 

Date: May 10, 2018

FEIN #



VENDOR SUMMARY

CHAPMAN & CUTLER

[RETURN HOME](#) [VENDOR SUMMARY](#) [CONTRACT SEARCH](#) [PAYMENTS SEARCH](#) [PAYMENTS ISSUED](#)

[PENDING PAYMENTS](#) [PAYMENTS NOTIFICATIONS](#)

Vendor Status: Certified

Fiscal Year 2020 Payment Information

To view payment/contract information from FY 2019, be sure to select it from the drop down on the next screen. Thank you.

Contracts

(No contract information was found for the current Fiscal Year.)

Payments

(No expenditure information was found for the current Fiscal Year.)

[INTERNSHIPS](#)

[EMPLOYMENT](#)

[PRIVACY POLICY](#)

[IDENTITY PROTECTION POLICY](#)

[COMPTROLLER PPB](#)

[INSPECTOR GENERAL](#)

[CONTACT US](#)

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IN LOVING MEMORY - JBT

UPDATED 7/10/19 AT 10:02 PM

THA - Toll Highway Authority

P.O. Date: 6/26/2019

Purchase Order

Purchase Order Number 19-557THA-LEGAL-P-10231
Master Contract? N
Contract/Ob #:

V E N D O R	Vendor Number: V00010760 Chapman and Cutler LLP
	111 West Monroe Chicago, IL 60603 rebekah_alm@chapman.com (312) 845-3000

S H I P T O	Ship To - CA 2700 Ogden Avenue Central Administration Downers Grove, IL 60515 US Email: (630) 241-6800

**VENDOR INSTRUCTIONS:
PURCHASE ORDER REQUIREMENTS - STATE OF ILLINOIS AGENCIES**

Prior to commencement of billable work, delivery of supplies or rendering of any service on a Purchase Order:
 --Initial Purchase Order/Contract - All parties, including the State and vendor, must fully execute the contract in its entirety.
 --Release from an existing Purchase Order/Contract - The vendor must receive a Purchase Order signed by the State Agency and attached in BidBuy. Note, for any additional requirements see specific State Agency instruction.

PURCHASE ORDERS REQUIREMENTS - OTHER PURCHASING ENTITIES
 --Please see specific requirements provided by the purchasing entity.

B I L L T O	Contract Administrator PO Box 3094 Lisle, IL 60532-8094 US Email: (630) 241-6800

Shipping Method: Shipping Terms: Solicitation (Bid) No.: 19-557THA-LEGAL-B-5664 Contract Begin Date: 07/15/2019 Contract End Date: 07/14/2024	Freight Terms: Payment Terms: NA Delivery Calendar Day(s) A.R.O.: 15
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Item # 1
Class-Item 961-49

Chapman and Cutler LLP
111 West Monroe Street,
Chicago, IL. 60603
Contract Value for initial term is \$173,777.78, with a maximum value not to exceed \$208,533.34.
Contract Value for renewal terms are valued at \$208,473.00.
Total Amount of Award is \$382,250.78.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 173,777.78	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 173,777.78

TAX: \$ 0.00
 FREIGHT: \$ 0.00
TOTAL: \$ 173,777.78

The undersigned agree to the Terms and Conditions as acknowledged by the Vendor and maintained in the State of Illinois' e-procurement system. This agreement consists of all terms as maintained in the state's e-procurement system inclusive of attached documents. The Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest are true and accurate as of the date of the Vendor's execution of this Agreement. State documents will prevail in the event of a conflict between State and Vendor documents and information. The undersigned agree to the Terms and Conditions of this agreement:

OFFICIAL SIGNATURES:

Vendor Name: _____

Vendor
Signature: _____

Printed Name: _____

Title: _____

Phone #: _____

Email: _____

Date: _____

State of Illinois Agency or Other Purchasing Entity
Procuring State Agency or Entity: _____

Illinois State Toll
Highway Authority

Official
Signature: _____

Printed Name: John Donato

Title: Chief of Procurement

Designee Signature: _____

Printed Name: _____

Title: _____

Date: 7/9/19

Legal
Signature: _____

Printed Name: _____

Title: _____

Date: _____

Fiscal
Signature: _____

Printed Name: _____

Title: _____

Date: _____

FOR STATE OF ILLINOIS USE ONLY:

Acq. Type: _____ Source Sel. Method: _____

Using Agency Funding Source: _____

Detailed Expenditure Object Code: _____

Approp. Acct Code: _____

Award Code: _____

Original Proc. Method: _____

Subcontractors Disclosed: _____

Subcontractors Utilized: _____

APPROVED

By: Mary Hart

Phone#: (630) 241-6800

BUYER