

10/25/18

6.4/4

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

#17-0106C

The Parties to this contract are the Tollway 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: Foley & Lardner, LLP, "Vendor"	Address: 321 North Clark Street, Suite 2800, Chicago, IL. 60654
Signature: [Redacted]	Phone: 312-832-4500
Printed Name: Heidi Jeffery	Fax: 312-832-4700
Title: Partner	Email: hjeffery@foley.com
Date: 8/15/2019	

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	
Approved as to Form and Constitutionality Legal Signature: [Redacted]	Date: 2-11-2020
Legal Printed Name: Robert R. Law	
Legal's Title: Attorney General, State of Illinois	
Official Signature: [Redacted]	Procurement Signature: [Redacted] 2/13/20
Printed Name: José R. Alvarez	Procurement Printed Name: John Donato
Official's Title: Executive Director	Procurement's Title: Chief of Procurement

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: 17-105889
- Project Title: Bond Counsel and Related Legal Services
- Contract #: 17-0106C
- 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.

BB 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	\$25,000.00	\$35,000.00
	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	\$0.20	\$0.20
	\$ per \$1,000.00 par Amount for par between \$200,000,001 - \$500,000,000	\$0.20	\$0.07	\$0.08
	\$ per \$1,000.00 par Amount for par between \$500,000,001 and above	\$0.15	\$0.07	\$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

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3.1 **TERM OF THIS CONTRACT:** This contract has an initial term of March 1, 2020 to July 14, 2024. If a start date is not identified, the term shall commence upon the last dated signature of the Parties. *hhj*

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.

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/idoi/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

BB 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 minimum period of three (3) years from the later of the date of final payment under this contract or completion of the contract, or longer if required by law or necessary to comply with regulatory requirements. If Federal funds are used to pay contract costs, the Vendor must retain their respective records for a minimum period of five (5) years, or longer if required by law or necessary to comply with regulatory requirements. 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. 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 foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, the Illinois State Toll Highway Authority, its officers, employees, and agents that are represented by Vendor from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements set forth herein; (b) any actual or alleged death or injury to any person, damage to any real or personal

property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance hereunder; (c) any negligent act, activity or omission of Vendor or any of its employees in connection with the Services performed by Vendor under this Agreement, or (d) any infringement, violation or misappropriation of any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party by the services or goods provided under this contract.

4.11 INSURANCE: The Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Vendor, his/her agents, representatives, employees or subcontractors. Work shall not commence until insurance required by this section has been obtained, and documentation has been submitted to and accepted by the Illinois Tollway. The insurance companies providing coverage shall be rated by A.M. Best Company with a Financial Strength Rating of A- or better and a financial size category of not less than VII. Insurance coverage shall not limit Vendor's obligation to indemnify, defend or settle any claims.

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.

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:** Intentionally Deleted.
- 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:

As a large law firm, we are not at liberty to report on behalf of the entire firm or all principals. We can, however, report on these types of matters to the attorneys performing services under the Agreement, and as required by the applicable rules of professional conduct or other law.

5.7 VENDOR SUPPLEMENTAL PROVISIONS

FORM B
IPG Registration and Additional Certifications

STOP – Please read the following instructions carefully.

FORM B may be used when the vendor is **registered** in the Illinois Procurement Gateway (IPG) and **does have** an active unexpired IPG registration number.

To verify registration, go to the Illinois Procurement Gateway (<https://ipg.vendorreg.com>) and search the “IPG Registered Vendor Directory”. **If you do not find your company name, you will need to complete and submit your Illinois Vendor Registration on the website AND you must submit FORM A with your solicitation response.**

If the vendor **IS NOT** registered in the Illinois Procurement Gateway (IPG) and **DOES NOT HAVE** an active IPG Registration Number with an unexpired date, the vendor must complete and submit the information requested on **FORM A** with their response.

Failure to provide the correct form may render the submission non-responsive and will result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Form B must be completed in full and submitted along with the vendor’s response.

1. Certification of Illinois Procurement Gateway Registration

My business has registered in the Illinois Procurement Gateway (IPG). The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed below.

IPG Registration #: 20052957

IPG Expiration Date: July 18, 2018

2. Certification Timely to this Solicitation

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). Yes No

3. Replacement Certification to IPG Certification #6 (supersedes response in IPG)

If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since 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. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10 Yes No

4. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) 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 an agent who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning this solicitation? Yes No 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.

FORM B
IPG Registration and Additional Certifications

Name	Address	Relationship to Disclosing Entity
Myles D. Berman	Foley & Lardner LLP 321 North Clark Street Chicago, IL 60654	Partner
Edward J. Green	Foley & Lardner LLP 321 North Clark Street Chicago, IL 60654	Partner
David M. Reicher	Foley & Lardner LLP 321 North Clark Street Chicago, IL 60654	Partner

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

N/A

5. Disclosure of Current and Pending Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

Yes No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with any units of State of Illinois government?

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Finance Authority	Issuer's/Bond Counsel	Active	TBD	2017-FEB-002 17-0046
Illinois Housing Development Authority	Underwriter's Counsel	Active	TBD	2016-HAD-LE-021 IPB#22039891
Illinois Medical District	Real Estate and Bond Counsel	Active	TBD	Renewal contract pending RFP results
University of Illinois - Chicago	Litigation— Investigation	Inactive	TBD	N/A

6. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful, current and accurate.
- The certifications and disclosures made in this Form B are truthful and accurate.


FORM B
IPG Registration and Additional Certifications

This Form B is signed by an authorized officer or employee on behalf of the bidder, offeror, vendor, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This information is submitted on behalf of:

Vendor Name: Foley & Lardner LLP
Street Address: 321 North Clark Street, Suite 2800
City, State Zip: Chicago, IL 60654-5313

Phone: 312.832.4518
Email: hjeffery@foley.com
Vendor Contact: Heidi H. Jeffery

Signature: 
Printed Name: Heidi H. Jeffery

Date: May 10, 2018
Title: Partner

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.

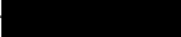
Name: Heidi Jeffery

Business Name: Foley & Lardner 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 checked="" 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 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 type="checkbox"/> P = partnership |

Signature of Authorized Representative 

Date: March 20, 2019 

Bond Counsel	Issuer's Counsel (does not include responsibilities related to drafting the offering document)	Issuer's Counsel (does include responsibilities related to drafting the offering document)
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Minimum Fee (at any par)	\$47,000	\$17,500	\$32,500
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	<i>\$ per \$1,000 bond par amount</i>		
Up to \$100,000,000	\$0.50	\$0.29	\$0.40
\$100,000,001 to \$200,000,000	\$0.25	\$0.16	\$0.20
\$200,000,001 to \$500,000,000	\$0.20	\$0.12	\$0.08
\$500,000,001 and above	\$0.15	\$0.12	\$0.03

Maximum Fee (at any par)	\$180,000	\$60,000	\$100,000
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Term of Contract: 5 years

Vendor Registration: View Form

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General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Site Visits	Registrations	Reports
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FOLEY & LARDNER LLP

System Vendor Number: 20052957






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Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	6/19/2019
STATUS	Accepted
BUSINESS NAME	FOLEY & LARDNER LLP
POINT OF CONTACT	<u>MICHAEL RALSTON</u>
FLAG FORM	<u>Add Flag</u>

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime Contractor only- All Forms A-I must be completed.	
2. NAME OF CEO/BUSINESS OWNER	Jay O. Rothman, CEO	
3. ANNUAL SALES/GROSS RECEIPTS	720000000	
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	03/01/1842	
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Michael Ralston	
CONTACT PERSON TITLE	RFP / Proposals, Senior	
CONTACT PERSON PHONE	3128325793	
CONTACT PERSON EMAIL	mralston@foley.com	

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	State Agency	
--	---------------------	---

Additional Information

STAFF ATTACHED FILE(S)

Attach File

Refresh List after attaching file(s).

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FOLEY & LARDNER LLP

System Vendor Number: 20052957

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Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	6/19/2019
STATUS	Accepted
BUSINESS NAME	FOLEY & LARDNER LLP
POINT OF CONTACT	<u>MICHAEL RALSTON</u>
FLAG FORM	Add Flag

C. Small Business Set-Aside Program

1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM? **No**

Additional Information

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- Reports

FOLEY & LARDNER LLP

System Vendor Number: **20052957**

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1 flag has been added to this record. See below for details.

Show only flagged items.

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Vendor Registration

FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	6/19/2019
STATUS	Accepted
BUSINESS NAME	FOLEY & LARDNER LLP
POINT OF CONTACT	<u>MICHAEL RALSTON</u>
FLAG FORM	Add Flag

D. Department of Human Rights (DHR)

- 1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR **250**
- 2. SELECT THE DHR STATUS OF YOUR BUSINESS **My business had 15 or more employees at any time within the past year.**
95634-01 June 9, 2019

E. Authorized to do Business in Illinois

- 1. IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS? **Yes, registered and in good standing with the Illinois Secretary of State**

Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

Document	Status
FOLEY LARDNER LLP idhr confirmation letter.pdf	PDF, 236.66 KB
	Delete Edit Info

**Attached by Illinois Support
User on 6/19/2019**

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FOLEY & LARDNER LLP

System Vendor Number: 20052957

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Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	6/19/2019
STATUS	Accepted
BUSINESS NAME	FOLEY & LARDNER LLP
POINT OF CONTACT	<u>MICHAEL RALSTON</u>
FLAG FORM	Add Flag

F. Certifications

1. 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. 10

Yes

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3 10

N/A

3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE 10

Yes

4. 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 10

Yes

5. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE 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. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10 10

Yes

6. 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. 30 ILCS 500/50-10.5 10

Yes

7. VENDOR CERTIFIES THAT IT AND ITS AFFILIATES ARE NOT DELINQUENT IN THE PAYMENT OF ANY DEBT TO THE UNIVERSITY OR THE STATE (OR IF DELINQUENT, HAVE ENTERED INTO A DEFERRED PAYMENT PLAN TO PAY THE DEBT). 30 ILCS 500/50-11, 50-60

Yes

8. VENDOR CERTIFIES THAT IT AND ALL AFFILIATES SHALL COLLECT AND REMIT ILLINOIS USE TAX ON ALL SALES OF TANGIBLE PERSONAL PROPERTY INTO THE STATE OF ILLINOIS IN ACCORDANCE WITH PROVISIONS OF THE ILLINOIS USE TAX ACT. 30 ILCS 500/50-12

Yes

9. 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

Yes

10. 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

Yes

11. VENDOR CERTIFIES IT HAS READ, UNDERSTANDS AND IS NOT KNOWINGLY IN VIOLATION OF THE "REVOLVING DOOR" PROVISION OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/50-30

Yes

12. VENDOR CERTIFIES THAT IF IT HIRES 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 WILL BE BILLED TO THE STATE. 30 ILCS 500/50-38

Yes

13. VENDOR CERTIFIES THAT IT WILL NOT RETAIN 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

Yes

14. 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

Yes

15. 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

Yes

16. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT FOR PUBLIC WORKS, STEEL PRODUCTS USED OR SUPPLIED IN THE PERFORMANCE OF THAT CONTRACT SHALL BE MANUFACTURED OR PRODUCED IN THE UNITED STATES, UNLESS THE EXECUTIVE HEAD OF THE PROCURING AGENCY/UNIVERSITY GRANTS AN EXCEPTION IN WRITING. 30 ILCS 565

Yes

17. IF VENDOR IS AWARDED A CONTRACT WORTH MORE THAN \$5,000 AND EMPLOYS 25 OR MORE EMPLOYEES, VENDOR CERTIFIES IT WILL PROVIDE A DRUG FREE WORKPLACE PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

Yes

18. IF VENDOR IS AN INDIVIDUAL AND IS AWARDED A CONTRACT WORTH MORE THAN \$5,000, 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 PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

Yes

19. 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

Yes

20. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN OR WILL BE PRODUCED IN WHOLE OR IN PART BY FORCED LABOR OR INDENTURED LABOR UNDER PENAL SANCTION. 30 ILCS 583

Yes

21. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OR ANY CHILD UNDER THE AGE OF 12. 30 ILCS 584

Yes

22. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT INCLUDING INFORMATION TECHNOLOGY, ELECTRONIC INFORMATION, SOFTWARE, SYSTEMS AND EQUIPMENT, DEVELOPED OR PROVIDED UNDER ANY CONTRACT, IT WILL COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT STANDARDS. 30 ILCS 587

Yes

23. VENDOR CERTIFIES THAT IF IT OWNS RESIDENTIAL BUILDINGS, THAT ANY VIOLATION OF THE LEAD POISONING PREVENTION ACT HAS BEEN MITIGATED. 410 ILCS 45

Yes

24. 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, E-11

Yes

25. 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

Yes

26. 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

Yes

27. VENDOR WARRANTS AND CERTIFIES THAT IT AND, TO THE BEST OF ITS KNOWLEDGE, ITS SUBCONTRACTORS HAVE AND WILL COMPLY WITH EXECUTIVE ORDER NO. 1 (2007). THE ORDER GENERALLY PROHIBITS VENDORS AND SUBCONTRACTORS FROM HIRING THE THEN-SERVING GOVERNOR'S FAMILY MEMBERS TO LOBBY PROCUREMENT ACTIVITIES OF THE STATE, OR ANY OTHER 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 WHOSE PROCUREMENT AUTHORITY AT ANY TIME DURING THE ONE-YEAR PERIOD PRECEDING THE PROCUREMENT LOBBYING ACTIVITY.

Yes

28. VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE ILLINOIS 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.

Yes

29. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES THAT HE/SHE HAS NOT RECEIVED AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE OR 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

N/A

G. Board of Elections (BOE)

1. IS YOUR BUSINESS REGISTERED WITH THE BOARD OF ELECTIONS (BOE)?

10

Yes, I certify my business is registered with BOE.

15687

Additional Information

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FOLEY & LARDNER LLP

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Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	6/19/2019
STATUS	Accepted
BUSINESS NAME	FOLEY & LARDNER LLP
POINT OF CONTACT	<u>MICHAEL RALSTON</u>
FLAG FORM	Add Flag

H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED? 10

No business operations to disclose.

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Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	6/19/2019
STATUS	Accepted
BUSINESS NAME	FOLEY & LARDNER LLP
POINT OF CONTACT	<u>MICHAEL RALSTON</u>
FLAG FORM	<u>Add Flag</u>

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. 10

Privately Held Entity with more than 100 shareholders

B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS? 10

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST 10

Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership)

1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME? 10

Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)

Document	Status
List of individuals or entities meeting one or more of the listed thresholds.	Attached by MICHAEL
<u>IPG19 Ownership (PDF, 378.19 KB)</u>	RALSTON on 6/5/2019

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1. 10

Yes

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE 10

DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES.

Not applicable - For-Profit Entity

5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

Yes

Elgie R. Sims, Jr. is Of Counsel to the firm. He currently serves in the Illinois Senate (17th District).

6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM 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, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM 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, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?

Yes

Chicago-based partner, Craig Fochler, currently serves as Commissioner of the Evanston Lighthouse Park District.

9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)?

Yes

Elgie R. Sims, Jr. is Of Counsel to the firm. He currently serves in the Illinois Senate (17th District). His annual compensation does not exceed that of the Governor (\$177,412.00).

Craig S. Fochler is a Partner in the law firm. He serves as a Commissioner of the Evanston Lighthouse Park District. He is listed with all other Foley partners in response to Question 1 above. His annual compensation exceeds that of the Governor (\$177,412.00).

10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)?

Yes

Elgie R. Sims, Jr. is Of Counsel to the firm. He currently serves in the Illinois Senate (17th District). His salary is less than that of the Governor (\$177,412.00).

Craig S. Fochler is a Partner in the law firm. He serves as a Commissioner of the Evanston Lighthouse Park District. He is listed with all other Foley partners in response to Question 1 above. His annual compensation exceeds two times the salary of the Governor.

11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

No

12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

No

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE 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?

No

14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

Yes

Elgie R. Sims, Jr. is Of Counsel to the firm. He currently serves in the Illinois Senate (17th District).

15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE 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?

No

16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

No

17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?

No

18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM 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

The following partners are registered lobbyists in Illinois:

**Myles D. Berman
Edward J. Green
David M. Reicher**

19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM 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?

No

20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM 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?

No

21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

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Business Registration Detail

FOLEY & LARDNER LLP

321 N. CLARK STREET
SUITE 2800
CHICAGO, IL 60654-5313

Last Activity: 2/6/2015 9:38:46 AM

Business Status: Active ⓘ

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Affiliate List

<p>Arbitrage Rebate Company 777 E. Wisconsin Avenue Milwaukee, WI 53202</p>
<p>F & L Network Holdings, LLC 111 North Orange Ave. Orlando, FL 32801-2386</p>
<p>F&L CORP. 777 E. Wisconsin Avenue Milwaukee, WI 53202</p>
<p>Fandl & Co. Foley & Lardner LLP Milwaukee, WI 53202</p>
<p>Florida Title Agency One Independent Drive</p>

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<p>12/13/2016 10:58:07 AM Certificate Produced</p>
<p>2/6/2015 10:21:03 AM Certificate Produced</p>
<p>2/6/2015 9:39:56 AM Certificate Produced</p>
<p>2/6/2015 9:38:46 AM Foley Ventures III LLC added as an affiliated entity.</p>
<p>2/6/2015 9:37:35 AM Blane Prescott Zip changed from 80202 to 60654</p>
<p>2/6/2015 9:37:35 AM Blane Prescott Zip changed from 80202 to 60654</p>

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THA - Toll Highway Authority

P.O. Date: 8/22/2019

Purchase Order

Purchase Order Number
19-557THA-LEGAL-P-10248
Master Contract? N
Contract/Ob #: 4100117495

V E N D O R	Vendor Number: V00000513
	FOLEY & LARDNER LLP
	321 North Clark Street
	CHICAGO, IL 60654 mralston@foley.com null

S H I P T O	Ship To - CA 2700 Ogden Avenue Central Administration Downers Grove, IL 60515 US Email: (630) 241-6800
	B I L L T O
	Contract Administrator PO Box 3094 Lisle, IL 60532-8094 US Email: ProInvoices@getipass.com (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.

Shipping Method: Shipping Terms: Solicitation (Bid) No.: 19-557THA-LEGAL-B-6396 Contract Begin Date: 01/01/2020 Contract End Date: 07/14/2024	Freight Terms: Payment Terms: NA Delivery Calendar Day(s) A.R.O.: 15
---	--

Item # 1
Class-Item 961-49

Foley & Lardner LLP 321 North Clark Street, Suite 2800, Chicago, IL. 60654 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: _____

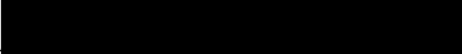
Phone #: _____

Email: _____

Date: _____

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

Illinois State Toll Highway Authority

Official Signature: 

Printed Name: José R. Alvarez

Title: Executive Director

Designee Signature: 

Printed Name: _____

Title: John Donato

Date: Chief of Procurement

2/14/20

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

THA - Toll Highway Authority

Internal Number: 1

Vendor Change Order #1

Purchase Order Number
19-557THA-LEGAL-P-
10248

V E N D O R	Vendor Number: V00000513
	FOLEY & LARDNER LLP
	321 North Clark Street
	CHICAGO, IL 60654
	mralston@foley.com
	null

S H I P T O	
B I L L T O	

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.

Shipping Method: Shipping Terms: Solicitation (Bid) No.: 19-557THA-LEGAL-B-6396 Contract Begin Date: 01/01/2020 Contract End Date: 07/14/2024	Freight Terms: Payment Terms: NA Delivery Calendar Day(s) A.R.O.: 15
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PO Administrative Changes: (see Change Order tab for additional detail) Custom Field: Custom Field changed from "09/15/2019" to "01/01/2020" Custom Field: Custom Field changed from "09/15/2019" to "01/01/2020" File '17-0106C Bond Counsel and Related Legal Svcs. Contract - Foley and Lardner LLP - vendor signed~1.pdf' deleted File '17-0106C Bond Counsel and Related Legal Svcs. Contract - Foley and Lardner LLP - vendor signed~2.pdf' added

TAX: \$ 0.00
FREIGHT: \$ 0.00
TOTAL:

APPROVED

By: Mary Hart

Phone#: (630) 241-6800

BUYER