

ILLINOIS FINANCE AUTHORITY

LEGAL SERVICES SOLICITATION

#14-0003

Submission deadline has been changed to Wednesday, December 4, 2013 at 5:00 PM CST

The Illinois Finance Authority (“IFA”) is requesting Offers (bids / proposals) from law firms (“Vendors”) with the experience, capability and expertise in providing legal services for the provision of those services as set forth in this document. IFA’s goal is to establish an “Approved Counsel” list for various legal assignments. IFA will have contracts with those selected Vendors on the “Approved Counsel” list, but work is not guaranteed. To fulfill its mission, IFA needs Vendors to represent it from time to time in the following matters: Issuer’s Counsel, Loan Counsel, Bond Counsel and Counsel for Other Legal Services. IFA intends to select on a rotating basis subject to these qualifiers: (1) expertise in a given area, (2) current/prior assignments, (3) capacity of Vendor to handle assigned work, (4) regional location, and (5) opportunity of appointment of minority, woman or physically disabled owned firms. Please read the entire solicitation package and submit your Offer for evaluation in accordance with all instructions.

IFA is issuing this solicitation in the following form which Vendor must take that into account when responding:

Invitation for Bids Request for Proposals

The solicitation package consists of the following sections which provide information necessary for submitting an Offer set forth the basic legal and policy requirements associated with this solicitation and tell how Offers will be evaluated.

SECTION 1	INSTRUCTIONS, DATES, RESERVATIONS AND OTHER GENERAL INFORMATION
SECTION 2	EVALUATION OF OFFERS
SECTION 3	SPECIFICATIONS / QUALIFICATIONS / STATEMENT OF WORK
SECTION 4	RESPONSIBILITY FORMS

In this document the Illinois Finance Authority will be referred to as “IFA”, “Authority”, “we” or “us”. The person submitting an Offer will be referred to as “Vendor”, “Contractor” or “You”. “We” is used appropriate to the content. The State of Illinois will be referred to as “State”.

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

1.0 PROJECT CONTACT: If you have a question or suspect an error, you must immediately notify the Project Contact identified in this section. Do not discuss the solicitation or your Offer, directly or indirectly, with any IFA staff other than the project contact. Questions regarding this solicitation must be sent via email to the Project Contact identified in this section by November 25, 2013. IFA will provide written responses to questions and only those responses shall be binding on IFA.

A Quiet Period will begin upon the posting of this Request for Proposal (“RFP”) on the Illinois Procurement Bulletin and will end upon award of any resulting contracts from this RFP. The objective of the Quiet Period is to ensure that Vendors competing for contracts have equal access to information regarding selection parameters, communication related to selection are consistent and accurate and the process of selecting Vendors is transparent, efficient, diligent and fair. Please do not communicate with IFA Board Members or Staff regarding any product or service related to this RFP throughout the Quiet Period and refrain from offering meals, travel, hotel or anything of value to IFA Board Members or Staff during this time. You may be disqualified from consideration for a knowing violation of the Quiet Period policy.

Terrell Gholston
Illinois Finance Authority
180 North Stetson, Suite 2555
Chicago, IL 60601

Phone: 312-651-1331
Fax: 312-651-1350
TDD: 800-526-0844
E-mail: tgholston@il-fa.com

1.1 VENDOR CONFERENCE / SITE VISIT: Yes No

Date and Time: To be arranged.

Mandatory Attendance: Yes No

Location: Chicago office address above

If attendance is mandatory you will be disqualified if you (incumbents included) do not attend, are not on time, leave early or fail to sign the attendance sheet. You must allow adequate time to accommodate security screenings at the site.

1.2 OFFER DUE DATE, TIME AND SUBMISSION LOCATION: Due Date: **December 2, 2013** Time: **5:00 PM CST**

DELIVER OFFERS TO:
Illinois Finance Authority
180 N. Stetson, Suite #2555
Chicago, IL 60601
Attn: Terrell Gholston

LABEL OUTSIDE OF ENVELOPE / CONTAINER:
Legal Services & Ref. #14-0003
[Due Date: December 2, 2013 & Time: 5:00 PM CST]
[Vendor Name & Address]

Offers must be physically received as specified by the Due Date, Time and Delivery Location, IFA will not accept e-mail, fax or other electronic submissions. Prior to the due date, Vendor may mail or hand-deliver Offers, modifications and withdrawals. Offers, modifications or withdrawals submitted after the due date and time will not be considered. All times are State of Illinois local times.

1.3 NUMBER OF COPIES: Vendors must submit a signed original and three (3) copies of the Offer on CD in PDF format. If requesting confidential treatment of any submitted information, you must make that request in the form and manner specified elsewhere in this solicitation. A request for confidential treatment will not supersede IFA's legal obligations under Illinois Freedom of Information Act (FOIA) (5 ILCS 140).

1.4 OFFER FIRM TIME: Vendor Offer must remain firm until contract execution.

1.5 PROTEST REVIEW OFFICE:

Illinois Finance Authority	Phone: 312-651-1300
Attn: General Counsel	Fax: 312-651-1350
180 North Stetson, Suite 2555	TDD: 800-526-0844
Chicago, IL 60601	

Vendor may submit a written protest of IFA's actions to the PROTEST REVIEW OFFICE as stated above. IFA must physically receive the protest by 5:00pm of the seventh calendar day after the notice of award was published on the Procurement Bulletin.

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

1.7 OUT OF STATE COMPANIES: Non-Illinois Proposers must contact the Illinois Secretary of State (217-782-1834) regarding a Certificate of Authority to Transact Business in Illinois. Additional information is at http://www.cyberdriveillinois.com/departments/business_services/publications_and_forms/bca.html.

1.8 ILLINOIS PROCUREMENT BULLETIN (Bulletin) AND IFA WEBSITE: IFA will publish procurement information (including updates) in the electronic Bulletin (<http://www.purchase.state.il.us>), and on IFA's website (<http://www.il-fa.com>). Procurement information may not be available in any other form or locations. You are responsible for monitoring both the Bulletin and IFA's website; we cannot be held responsible if you fail to receive the optional e-mail notices.

1.9 AWARD: IFA will post a notice to the Bulletin identifying the apparent awardee(s). The notice extends the Offer Firm Time until IFA signs a contract or determines not to sign a contract(s). IFA may accept or reject your Offer as submitted, or may require contract negotiations. If negotiations do not result in an acceptable agreement, IFA may reject your Offer and begin negotiations with another Vendor. Protested awards are not final and are subject to resolution of the protest.

1.10 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT: Offers become the property of IFA and will not be returned. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your Offer that IFA treat certain information as exempt. A request for confidential treatment will not supersede IFA's legal obligations under FOIA. IFA will not honor requests to exempt entire Offers. Vendor must show specific grounds in FOIA or other law or rule that support exempt treatment. If exempt treatment is requested, vendor must submit an additional copy of the Offer with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the Offer as possible. Vendor will be responsible for any costs or damages associated with our defending your request for exempt treatment. Vendor agrees IFA may copy the Offer to facilitate evaluation, or to respond to requests for public records and warrant that such copying will not violate the rights of any third party.

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

1.12 GOVERNING LAW AND FORUM: Illinois law and rule govern this solicitation and any resulting contract. You must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. We do not allow binding arbitration.

1.13 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. Please contact the Illinois Dept. of Revenue (312-814-3215) for information about tax credits.

SECTION 2 – EVALUATION OF OFFERS

2.1 OFFER RESPONSE:

IFA will evaluate the information provided in evaluating your Offer: Administrative Compliance, Responsibility, Responsiveness, and Price. We will consider the information you supply or do not supply, and the quality of that information when evaluating your Offer. Any failure or deficiency may result in the rejection of the Offer.

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

2.1.2 RESPONSIBILITY: IFA will determine whether you are a "Responsible" Vendor; a Vendor with whom IFA can or should do business. Factors that IFA may evaluate to determine Responsibility include, but are not limited to: certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance, references (including those found outside the Offer,) compliance with applicable laws, financial stability and the perceived ability to perform completely as specified. Vendors must at all times have financial resources sufficient, in the opinion of IFA, to ensure performance of the contract and must provide proof upon request. IFA may terminate the Contract, consistent with the termination for cause provision of this Contract, if it feels that the Vendor lacks the financial resources to perform under the Contract.

2.1.3 RESPONSIVENESS: IFA will determine whether the Offer meets the stated requirements. **All responses are limited to 10 pages with the exception of resumes or curriculum vitae in section 3.5.2.** Minor differences or deviations with negligible impact on the price or suitability of the supply or service to meet IFA's needs may be accepted or corrections allowed. If no administratively compliant and responsible Vendors meets a particular requirement, IFA may waive such requirement.

2.1.4 PRICE: We will identify the lowest priced Offer(s) that meets requirements. We will rank Offers in order of Price.

2.1.5 M/W/DBE: Entity is certified as M/W/DBE by the State. Vendors who are certified as M/W/DBE by the State of Illinois will receive 15 points.

2.2 AWARD:

Vendors whose Offers meet the Responsiveness Elements and are considered the best of those submitted (without consideration of price) and with whom IFA is able to negotiate a fair and reasonable price will be recommended for the awards. Any and all Vendors selected pursuant to this RFP will serve as members of a team of eligible law firms for IFA's use. There is no guarantee for any Vendor selected to be part of the team.

IFA will attempt to negotiate a fair and reasonable Price with Vendors with the best Offer. IFA will determine whether the price is fair and reasonable by considering the Offer, including the Vendor's qualifications, the Vendor's reputation, all prices submitted, other known prices, and other relevant factors based on the criteria described above and the Responsiveness scoring elements described below. The maximum number of points is 100.

2.3 RESPONSIVENESS ELEMENTS:

2.3.1 Professional Qualifications. See detailed specifications in Section 3.2. [25 points]

2.3.2 Experience. See detailed specifications in Section 3.2. [25 points]

2.3.3 Ability to Perform Services. Refer to Sections 3.5.1.1 and 3.5.2. [25 points]

2.3.4 F/M/DBE. Extent to which Vendor or members of team selected by Vendor represent the diversity of the residents of the State (racial, gender, disability, geography). [15 points]

2.3.5 References. [10 points]

IFA may require in-person presentations from certain Vendors based upon our review of proposals submitted in response to this proposal and initial technical scores. IFA will notify and invite only those Vendors who are top contenders based upon technical scores.

SECTION 3 - SPECIFICATIONS / QUALIFICATIONS / STATEMENT OF WORK

3.1 AGENCY'S NEED FOR SERVICES

IFA is seeking legal services from a team of qualified providers in connection with the various functions of the IFA as described below. Services will be requested from selected Vendors at the request of IFA on an as-needed basis.

IFA's goal is obtaining competent, efficient and cost-effective legal services. Consistent with Resolution 2004-20, IFA is committed to supporting businesses owned by minorities, women and persons with disabilities, small businesses, encourages the development of talent and participation in IFA projects among minorities, women and persons with disabilities employed by non-MBE/WBE businesses as well as small businesses that serve as vendors to IFA. Finally, IFA recognizes that it has a Statewide mission and it encourages participation as Vendors from businesses located in all regions of the State.

3.2 SERVICES REQUIRED

NOTE: Vendors responding to this RFP may submit proposals on one or more categories of IFA programs described below. Vendors selected pursuant to this RFP will serve as part of a team of eligible qualified providers of legal services to IFA. The decision of which Vendor will be assigned to a particular IFA project is solely a decision for the IFA. The IFA does not guarantee that work will be assigned to a particular Vendor. As needed by IFA, IFA reserves the right to select qualified providers of legal services outside of this RFP and consistent with IFA's Procurement Policy. IFA also reserves the right to conduct additional, separate RFP processes when it determines that its needs dictate the engagement of Vendors with special or distinctive qualifications.

While IFA may assign counsel under a Letter of Engagement; counsel for all parties in a bond financing (Bond Counsel, Underwriters' Counsel, IFA (Issuer's) Counsel and Counsel to the Borrower are all paid, directly or indirectly, from the proceeds of the bond issue. Fees of Issuer's Counsel are paid under the terms of bond documents based on a set fee schedule established by the IFA under the terms of bond documents based. Where a law firm/legal counsel has incurred excessive time on a transaction due to the complexity or special circumstances, that firm may be paid a higher cost than stated in the fee schedule, if approved by IFA and the Borrower.

3.2.1 Issuer's Counsel. IFA is seeking a pool of law firms to serve as IFA's counsel on IFA's bond or note issuances. Most of these issuances are "conduit" issuances of bonds; however, IFA may issue bonds secured by a pledge of the State's moral obligation or the IFA may offer another form for credit enhancement. While most bonds are issued on a tax-exempt basis, IFA, from time to time, will issue bonds on a taxable basis. Bonds may be issued for sale to the public or on a private placement or direct purchase basis. Bonds may be issued for "projects" (as defined in the Act) which generally fall within one of IFA's six market sectors: Agriculture, Business & Industry, Community, Education, Energy, and Healthcare. For a specific description of IFA's market sectors and programs offered in each market sector, visit IFA's website at: www.il-fa.com. IFA makes no guarantee regarding the dollar amount or number of bond issues to be assigned to any Vendor, if any.

Once assigned a particular matter by IFA as issuer's counsel in connection with the financing of an IFA project or program, the duties of the Vendor shall include, but are not limited to the following:

- A. Demonstrate familiarity with the function and purpose of IFA bond programs and the applicable state and federal law governing these programs;
- B. Provide professional representation in a board range of situations;
- C. Possess technological capabilities that enable the Vendor to rapidly distribute drafts and revised drafts of documents;
- D. Possess expertise with regard to the application provisions of federal and state statutes, regulations, guidelines and policies as these provisions apply to IFA projects and programs, including but not limited to the United States Internal Revenue Code ("Code") and federal and State securities statutes, regulations, guidelines, and policies;
- E. Provide legal opinions orally, followed by written confirmation within a negotiated timeframe;
- F. Read, review, and if necessary comment upon, all documents for financing transactions involving an IFA project or program, including but not limited to those prepared by bond counsel, underwriter's counsel, bank counsel, borrower's counsel in connection with the authorization, sale, issuance, and delivery of bonds, loans or other forms for debt and including but not limited to closing documents, bond purchase agreements, and loan agreements;
- G. Ensure that provisions required by IFA Bond Program Handbook, including but not limited to representations, warranties and indemnification provisions are present in transaction documents involving bonds, loans or other forms of financing;
- H. Ensure that IFA incurs no obligation other than that of a conduit issuer (if applicable) in IFA projects involving bond transactions;
- I. Work with IFA to ensure that best practices are followed and that transaction documents are drafted and structured in a manner to prevent and defend against an audit from the United States Internal Revenue Service ("IRS") or the Securities and Exchange Commission ("SEC");
- J. As necessary, provide continuing counsel and take the appropriate actions to ensure the tax-exempt status of bonds and other debt issued by IFA;
- K. As issuer's counsel in bond transactions, render a legal opinion with respect to the authorization and valid issuance of IFA bonds;
- L. For loans and other forms of indebtedness, ensure that transactions close in an efficient and timely manner in compliance with applicable law and consistent with best practices; and
- M. As necessary and as requested by IFA, perform other tasks and provide other such services as may be necessary to close or complete the financing of an IFA project involving bonds, loans, or other forms of indebtedness.

3.2.2 Bond Counsel. IFA is seeking law firms to serve as bond counsel on IFA's: (1) Beginning Farmer Bond Program, (2) Local Government Bond Program including the Pooled Bond Program, and (3) Pooled Tax Anticipation Warrant Program. Below is a brief description of these programs. For more information, visit IFA's website at: www.il-fa.com. IFA makes no guarantee regarding the dollar amount or number of bond issuances to be assigned to any Vendor, if any.

3.2.2.1 Beginning Farmer Bonds. This program provides affordable financing to farmers by using federally tax-exempt bonds to reduce the interest rate on a loan to purchase farmland. This program can be used between a buyer and his/her local lender or between a buyer and the seller for a contract purchase. The lender or contract seller makes all credit decisions for the loan. Loans may be used to purchase capital assets including farmland, new or used farm improvements or buildings, new equipment, and used equipment when purchased with farmland. Loan proceeds may not be used to finance a residence. Currently, the maximum loan size is \$501,100. It is the intent of the IFA to select one firm as bond counsel for its beginning farmer bond program.

Once selected by IFA as bond counsel for the beginning farmer bond program, the duties of the Vendor shall include, but are not limited to the following:

- A. Counsel must work with IFA staff to ensure compliance with TEFRA rules and regulations; must issue legal opinion regarding tax-exemption of the bonds;
- B. Demonstrate familiarity with the function and purpose of IFA beginning farmer bond program and the applicable State and federal law governing this program;
- C. Provide professional representation in a broad range of situations;
- D. Possess technological capabilities that enable Vendor to rapidly distribute drafts and redrafts of documents;
- E. Possess expertise with regard to the application provisions of federal and State statutes, regulations, guidelines and policies as these provisions apply to IFA projects financed under the beginning farmer bond program, including but not limited to the Code and federal and State securities statutes, regulations, guidelines and policies;
- F. Provide legal opinions orally, followed by written confirmation within a negotiated timeframe;
- G. Read, review, and if necessary comment upon, all documents for transactions financed under the beginning farmer program;
- H. Ensure that provisions required by IFA, including representations, warranties, and indemnification provisions, are present in transaction documents involving the beginning farmer bond program;
- I. Work with IFA to ensure that best practices are followed in the beginning farmer bond program and that transaction documents are drafted and structured in a manner to defend against and prevent an audit from the IRS or the SEC;
- J. As necessary, provide continuing counsel and take the appropriate actions to ensure the tax-exempt status of beginning farmer bonds issued by IFA;
- K. Render a legal opinion with respect to the authorization and valid issuance of IFA beginning farmer bonds;
- L. Ensure that the beginning farmer bond transaction closes in a efficient and timely manner in compliance with applicable law and consistent with best practices; and
- M. As necessary and as requested by IFA, perform other tasks and provide other such services as may be necessary to close or complete the financing of projects financed through IFA beginning farmer bonds.

3.2.2.2 Local Government Bond Program/Pooled Bond Program. Under the Local Government Bond Program, IFA may issue bonds for the benefit of a Unit of Local Government. Often, this is done on a “pooled” basis where IFA combines borrowing needs of more than one Unit of Local Government. IFA then operates as a financing conduit. IFA purchases the local government securities (bonds) of the participating Units of Local Government and, in turn, issues its own obligations (tax-exempt revenue bonds) in the financial markets. This pooling process allows Units of Local Government to realize savings that are achieved by sharing otherwise fixed costs and as a result of the economies of scale. The bonds issued by IFA may (but are not required to) be supported by the “moral obligation” of the State. Interest earned on the bonds is exempt from both State and federal income taxes. Units of Local Government may use bond proceeds for a variety of reasons including for capital improvement projects, working cash, refinancing of existing debt, health and life safety projects, and other projects. It is the intent of IFA to select one firm as bond counsel for its local government/pooled bond program.

Once selected by IFA as counsel for the local government/pooled bond program, the duties of the vendor shall include, but are not limited to the following:

- A. Vendor is expected to (i) draft the necessary bond documents; (ii) assist in the structuring of the financing; (iii) assist the IFA staff in acquiring critical financing information that is necessary to determine the borrowing needs of participants in the financing pool; (iv) assist in identifying Units of Local Government eligible for the respective pooled program based on identified needs; (v) assist in identifying and implementing successful

borrowing solutions to be offered by the IFA for Units of Local Government; (vi) issue a legal opinion regarding the tax exemption of the bonds; (vii) assist in developing application materials and procedures to meet regulatory requirements and to streamline pooled bond issuances; and (viii) perform, as requested by the IFA, other tasks and provide such other services as is customary provided in pooled bond transactions

- B. Work with IFA staff to ensure compliance with TEFRA rules and regulations; must issue legal opinion regarding tax-exemption of the bonds;
- C. Demonstrate familiarity with the function and purpose of IFA local government/pooled bond program and the applicable State and federal law governing this program;
- D. Provide professional representation in a broad range of situations;
- E. Possess technological capabilities that enable Vendor to rapidly distribute drafts and redrafts of documents; Microsoft Office Suite, Adobe Acrobat, EMMA (for exchanging documents with the bank/trustees).
- F. Possess expertise with regard to the application provisions of federal and State statutes, regulations, guidelines and policies as these provisions apply to IFA projects financed under the local government/pooled bond program, including but not limited to the Code and federal and State securities statutes, regulations, guidelines and policies;
- G. Read, review, and if necessary comment upon, all documents for transactions financed under the local government/pooled bond program;
- H. Ensure that provisions required by IFA, including representations, warranties, and indemnification provisions, are present in transaction documents involving the local government/pooled bond program;
- I. Work with IFA to ensure that best practices are followed in the local government/pooled bond program and that transaction documents are drafted and structured in a manner to defend against and prevent an audit from the IRS or the SEC;
- J. As necessary, provide continuing counsel and take the appropriate actions to ensure the tax-exempt status of transactions issued through IFA local government/pooled bond program;
- K. Ensure that transactions involving the local government/pooled bond program close in a efficient and timely manner in compliance with applicable law and consistent with best practices; and
- L. As necessary and as requested by IFA, perform other tasks and provide other such services as may be necessary to close or complete the financing of projects financed through IFA local government/pooled bond program.

3.2.2.3 Pooled Tax Anticipation Warrant Bond Program. The Pooled Tax Anticipation Warrant Bond Program is specifically designed for school districts and other Units of Local Government needing short-term borrowing solutions (13 months or less). The program “pools” together the needs of multiple borrowers into one bond issue resulting in reduced fees and lower financing rates. Bonds issued by IFA under this program are exempt from both State and federal taxes. The Pooled Tax Anticipation Warrant Program is offered at various times throughout the year based on need. Participants in the program include any Unit of Local Government that is entitled to issue debt obligations under State law. It is the intent of IFA to select one firm as bond counsel for its pooled tax anticipation warrant bond program.

Once selected by the IFA as counsel for the pooled tax anticipation warrant bond program, the duties of the vendor shall include, but are not limited to the following:

- A. Counsel is expected to (i) draft the necessary bond documents; (ii) assist in the structuring of the financing; (iii) assist the IFA staff in acquiring critical financing information that is necessary to determine the borrowing needs of participants in the financing pool; (iv) assist in identifying Units of Local Government eligible for the respective pooled program based on identified needs; (v) assist in identifying and implementing successful borrowing solutions to be offered by the IFA for Units of Local Government; (vi) issue a legal opinion regarding the tax exemption of the bonds; (vii) assist in developing application materials and procedures to meet

regulatory requirements and to streamline pooled bond issuances; and (viii) perform, as requested by the IFA, other tasks and provide such other services as is customary provided in pooled bond transactions

- B. Counsel must work with IFA staff to ensure compliance with TEFRA rules and regulations; must issue legal opinion regarding tax-exemption of the bonds;
- C. Demonstrate familiarity with the function and purpose of the IFA pooled tax anticipation warrant bond program and the applicable state and federal law governing this program;
- D. Provide professional representation in a broad range of situations;
- E. Possess technological capabilities that enable the vendor to rapidly distribute drafts and redrafts of documents;
- F. Possess expertise with regard to the application provisions of federal and state statutes, regulations, guidelines and policies as these provisions apply to IFA projects financed under the pooled tax anticipation warrant bond program, including but not limited to the United States Internal Revenue Code and federal and state securities statutes, regulations, guidelines and policies;
- G. Read, review, and if necessary comment upon, all documents for transactions financed under the pooled tax anticipation warrant bond program;
- H. Ensure that provisions required by the IFA, including representations, warranties, and indemnification provisions, are present in transaction documents involving the pooled tax anticipation warrant bond program;
- I. Work with the IFA to ensure that best practices are followed in the pooled tax anticipation warrant bond program and that transaction documents are drafted and structured in a manner to defend against and prevent an audit from the United States Internal Revenue Service or the Securities and Exchange Commission;
- J. As necessary, provide continuing counsel and take the appropriate actions to ensure the tax-exempt status of transactions issued through the IFA pooled tax anticipation warrant bond program;
- K. Ensure that transactions involving the pooled tax anticipation warrant bond program close in a efficient and timely manner in compliance with applicable law and consistent with best practices; and
- L. As necessary and as requested by the IFA, perform other tasks and provide other such services as may be necessary to close or complete the financing of projects financed through IFA pooled tax anticipation warrant bond program.

3.2.3 Loan Counsel. IFA is seeking a pool of law firms to serve, from time to time at the request of IFA, as counsel on IFA's loan transactions including its participation loan and direct loan programs. Through the Participation Loan Program, IFA may purchase up to the lesser of \$500,000, or a 50% participation in a loan, directly from the borrower's lender. Through its Direct Loan Programs (e.g., the Rural Development Loan Program funding through a loan from the US Department of Agriculture), IFA may make direct loans to borrowers for various purposes as provided under the Act. For a description of IFA's loan programs, visit IFA's website at: www.il-fa.com. IFA makes no guarantee regarding the dollar amount or number of loans to be assigned to any Vendor, if any.

Once assigned a particular matter by IFA as loan counsel in connection with the financing of an IFA project or program, the duties of the Vendor shall include, but are not limited to the following:

- A. For participation loan program – Vendor must review all bank loan and security documents including, without limitation, loan agreement, promissory note, security agreement, guarantees, if any, financing statements, if any, mortgages, if any, and other collateral documents; must review and revise, as necessary, IFA's Participation Loan Agreement; must confirm legal existence of borrower and confirm insurance coverage of collateral for the loan; must confirm documents comport with IFA's Board approval; work with IFA staff to close the loan transaction; assist IFA staff in developing application materials and procedures for the participation loan programs; and provide other services reasonably requested by IFA with respect to its participation loan program;

- B. For direct loan program – Vendor is expected to prepare all loan and security documents to evidence the loan including, without limitation, any necessary loan agreement, promissory note, security agreement, guaranty, financing statement, mortgage or other collateral document; perform necessary due diligence relating to the loan; work with IFA staff to close the loan transaction; assist IFA staff in developing application materials and procedures for the direct loan programs; and provide other services reasonably requested by IFA with respect to its direct loan program.
- C. Provide professional representation in a broad range of situations;
- D. Possess technological capabilities that enable the Vendor to rapidly distribute drafts and redrafts of documents; Microsoft Office Suite, Adobe Acrobat, EMMA (for exchanging documents with the bank/trustees).
- E. Possess expertise with regard to the application provisions of federal and state statutes, regulations, guidelines and policies as these provisions apply to IFA loan programs and IFA policies and guidelines with respect to these programs;
- F. Demonstrate familiarity with loan practices among lenders and borrowers in the various regions in the State;
- G. Read, review, and if necessary comment upon, all documents for financing transactions involving IFA loan program, including but not limited to those prepared by the lender and borrower;
- H. Ensure that provisions required by IFA are present in the loan documents;
- I. Work with IFA to ensure that, with respect to IFA’s participation and direct loan programs, best practices are followed and that the loan documents are drafted and structured in a manner best suited to defend the interests of IFA;
- J. Ensure that loan transaction closes in a efficient and timely manner in compliance with applicable law, IFA policies and guidelines, and consistent with best practices; and
- K. As necessary and as requested by IFA, perform other tasks and provide other such services as may be necessary to close or complete an IFA loan.

3.2.4 Counsel for Other Legal Services. The IFA is seeking a pool of law firms to, from time to time at IFA’s request, provide legal advice and counseling to IFA in connection with on a variety of legal matters including but not limited to: (1) developing new financing programs; (2) tax; (3) credit collection; (4) bankruptcy and work-out situations; (5) general lending expertise; (6) venture capital; (7) energy finance; (8) legislative drafting; (9) labor and employment, (10) real estate, (11) corporate, (12) general litigation, and (13) any other matters in the normal course of business IFA should need legal advice and counseling on. In connection with providing these services, Vendor may be called upon to, among other things, issue legal opinions (written or oral) to IFA. IFA makes no guarantee regarding the dollar amount or number of transactions to be assigned to any Vendor, if any.

3.3 MILESTONES AND DELIVERABLES

To be determined by IFA. Milestones and Deliverables will depend on assignment.

3.4 REPORTING, STATUS AND MONITORING

3.4.1 Vendors are responsible for the faithful performance of the contract and shall have internal monitoring procedures and processes to ensure compliance. IFA reserves the right to monitor and track Vendor’s performance over the course of the contract. Information gathered may be used in administration of the contract and may be used in evaluating the Vendor for future procurements. In appropriate circumstances, IFA and Vendor will work together to develop a performance scorecard with conditions, milestones, requirements, or timetables that must be met before additional steps may be taken or payment is due. Vendor shall cooperate with IFA in this monitoring, which may require that Vendor report progress and problems, provide records of its performance, partake in scheduled meetings and provide reports as requested by IFA. IFA expects to have quality Vendors who are willing to work with IFA during the term of the contract to provide IFA with better quality at the same price, or to provide the same quality at a lower price. We may consider, in future procurement evaluations, a Vendor that successfully provides better quality or price.

3.5 VENDOR AND STAFF REQUIREMENTS

3.5.1 Professional Qualifications. Vendors must have and show the qualifications (including as appropriate, education, experience and technical ability) necessary to perform this Contract. In a cover letter on Vendor's letterhead, Vendor shall clearly explain how it complies with each of the factors required for that position as set forth in Section 3, Services Required, above; a commitment to perform these services in compliance with this RFP; and a brief statement why Vendor believes that it is best qualified to perform the work. Vendor may respond to one, some or all of the Services Required requested in this RFP.

Vendor should also indicate the following:

- a. The subject of this RFP and whether Vendor seeks to respond for one, some or all of the four areas of Services Required in this RFP;
- b. The name of Vendor and a description of how it is organized (e.g. sole proprietorship, partnership, LLP, etc.);
- c. Date of submission of RFP response;
- d. Whether Vendor qualifies as a business owned and operated by minorities, women or persons with disabilities;
- e. Name and contact information (address, telephone number, facsimile number, website, and email address of the person responsible for Vendor's contact with IFA;
- f. General information sheet containing the following information:
 1. Lists all of Vendor's offices in the State and the location of its headquarters;
 2. Describes the Vendor and its primary areas of expertise, particular with respect to the services requested in this RFP
 3. The number of lawyers that Vendor employs as of the date of the submission of the response to the RFP
 4. The names of the partners or equity shareholders in Vendor
 5. Identify, describe, and provide proof of Vendor's professional liability insurance
 6. Identify and briefly detail any litigation or criminal investigations against Vendor or Vendor's legal staff including but not limited to debtor in bankruptcy; defendant in a lawsuit alleging deficient performance on a contract; respondent in an administrative action alleging deficient performance; any professional malpractice claims; defendant in a criminal action; respondent in any action, investigation or proceeding involving the IRS, the SEC or the Illinois Attorney Registration and Disciplinary Commission ("ARDC").
 7. A summary of services and matters that Vendor has provided to IFA or its predecessor authorities; and
 8. Identify any potential conflicts of interest that may arise if Vendor is selected under this RFP.

3.5.2 Ability to Perform Services. Vendor shall describe its experience in providing the services described under Section 3.2, Services Required, above and shall include a description of the following:

- a. Names (if authorized) or types of clients for which Vendor has provided services comparable or analogous to the services requested above;
- b. A detailed description of projects representative of the services requested above and the names of personnel responsible for the work product for those projects;
- c. The names of key personnel who will be providing services to IFA, as well as the name of the attorney who will be IFA's routine contact for matters under this Contract;
- d. A resume or curriculum vitae of each person who will be providing services to IFA, or other information, including but not limited to, bar admissions, membership in relevant professional organizations, whether Vendor and its personnel are listed in the "Red Book", education and experience; and
- e. Identify typical turnaround time for various tasks it sees to perform for IFA.

3.6 PRICING:

SUBMIT PRICING INFORMATION IN A SEPARATE SEALED ENVELOPE IN THE OFFER CONTAINER. This contract does not allow for reimbursement of any expense incurred by vendor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem unless agreed to in writing by IFA prior to Vendor incurring such an expense.

A. Issuer's Counsel. Issuer's counsel for IFA's bond transactions are usually paid from the proceeds of a particular bond issuance. The amount of the fees paid to Issuer's Counsel is determined in accordance with the then-current IFA Fee

Schedule. Therefore, Vendors wishing to submit an Offer to serve as Issuer's Counsel need not submit any pricing information. By submitting an Offer, each Vendor shall be deemed to have consented to payment in accordance with the then current IFA Fee Schedule. IFA retains the right to amend the Fee Schedule from time to time in its discretion. Additionally, IFA reserves the right, in certain circumstances deemed necessary by IFA, to pay a fee other than that set forth on the Fee Schedule. In such instance, IFA and Vendor will negotiate the fee payable.

B. Bond Counsel. If you are submitting an Offer to serve as Bond Counsel for IFA's Beginning Farmer Bond Program, the Local Government Bond Program/Pooled Bond Program, please identify the method of charging (hourly, daily, per bond or other method) and provide the rate or price for each type of service to be provided. For the Beginning Farmer Bond Program, IFA is desirous of a "fixed" fee per closed bond issue arrangement but will entertain other pricing structures. In any event, please provide an hourly, daily or monthly rate for providing "advisory services" as well as a rate for providing services relating to a single bond issue.

C. Loan Counsel. If you are submitting an Offer to serve as Loan Counsel for IFA's participation loan and direct loan programs, identify the method of charging (hourly, daily, per loan or other method) and provide the rate or price for each type of service to be provided. For the direct loan and participation loan programs, IFA is desirous of a "fixed" fee per closed loan fee arrangement but will entertain other pricing structures. In any event, please provide an hourly, daily or monthly rate for providing "advisory services" as well as a rate for providing services relating to a single loan transaction.

D. Counsel for Other Legal Services. If you are submitting an Offer to serve as counsel for this category of services, identify the method of charging (hourly, daily, per project or other method) and provide the rate or price for each type of service to be provided.

3.7 REFERENCES:

Provide three (3) examples of engagements where similar activities have been undertaken for clients, including the name, contact information and a description of the services provided.

3.8 TERM OF CONTRACT

IFA anticipates that the Contracts will have an initial term of two years. Thereafter, IFA reserves the right to renew the Contract for an additional one year term on the same terms and conditions. The Contract may not renew automatically, nor may the Contract renew solely at the Vendor's option. IFA reserves the right to terminate the Contract without cause and without penalty upon thirty [30] days prior notice.

SECTION 4 – RESPONSIBILITY FORMS

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, offer, or proposal that does not include this form shall be considered non-responsive. We will consider this form when evaluating the bid, offer, or proposal 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
- Subcontractor’s Parent Entity(ies) (100% ownership) > \$50,000

Project Name	
Illinois Procurement Bulletin Number	
Contract Number	
Vendor Name	
Doing Business As (DBA)	
Disclosing Entity	
Disclosing Entity’s Parent Entity	
Subcontractor	
Instrument of Ownership or Beneficial Interest	<input type="checkbox"/> If you selected Other, please describe:

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 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, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 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.

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.

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

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 Proposer'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.

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

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

STEP 3 DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(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

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

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All Proposers 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:

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 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 Proposer more than 7.5% of the Proposer'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% (\$354,824.00) in the aggregate of the Proposer's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(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:

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

STEP 7

POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(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:

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.

STEP 8

DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(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. 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 #

Please explain the procurement relationship:

STEP 9
SIGN THE DISCLOSURE

(All Proposers 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:

Signature: _____

Date:

Printed Name:

Title:

Phone Number:

Email Address:

State Board of Elections Registration

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. IFA 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 who has aggregate pending bids or proposals and current State contracts that total more than \$50,000, the Proposer, bidder, or offeror is prohibited from making political contributions and must register with the State Board of Elections.

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




AUTHORIZED TO DO BUSINESS IN ILLINOIS

A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting an offer.

For information on registering to conduct business 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 DO BUSINESS IS THE SECRETARY OF STATE'S CERTIFICATE OF GOOD STANDING


File Number 776-383-1



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

XYZ CONSULTING, INC. INCORPORATED IN GEORGIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 20, 2011, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES AND AS OF THIS DATE IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of JUNE A.D. 2011

Jesse White

NOT PUBLIC RECORD - 11/08/01 IL
AUTHORIZED BY: <http://www.cyberdriveillinois.com>

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

Name: _____

Business Name: _____

Taxpayer Identification Number:

Social Security Number: _____

or

Employer Identification Number: _____

Legal Status (check one):

- | | |
|--|--|
| <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 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"/> D = disregarded entity |
| <input type="checkbox"/> P = partnership | <input type="checkbox"/> C = corporation |

Signature of Authorized Representative _____ Date: _____

