

## RESOLUTION NO. 21288

**Background**

It is necessary and desirable for The Illinois State Toll Highway Authority (the "*Tollway*") to retain certain financial firms to provide, on an as-needed basis, underwriting services in connection with the issuance of new bonds.

The Tollway issued the Request for Proposals #16-0155 for Bond Underwriting Services (the "*RFP*") to establish two pools of financial firms to be available to provide, on an as-needed basis, bond underwriting services for Tollway financings for an initial term of three years with renewal options of up to two years.

Proposals received pursuant to the RFP were: (a) reviewed by the Procurement Department for administrative compliance and vendor responsibility; and (b) evaluated by an evaluation committee for Responsiveness (as defined in the RFP). As a result of the review and evaluation of the proposals, certain financial firms were determined to be qualified to provide the aforementioned bond underwriting services, after which pricing was negotiated with such firms. As a result of the review and evaluation of the proposals and subsequent price negotiation, it is deemed in the best interest of the Tollway to select the following financial firms to serve, on an as-needed basis, as Senior Managing Underwriter or Co-Senior Managing Underwriter for a Tollway bond issuance:

Citigroup Global Markets Inc.;;  
Goldman, Sachs & Co.;;  
Jefferies, LLC;  
J.P. Morgan Securities LLC;  
Loop Capital Markets LLC;  
Merrill Lynch Pierce Fenner & Smith Incorporated;;  
Morgan Stanley & Co. LLC;  
Piper Jaffray & Co.;;  
PNC Capital Markets LLC;  
RBC Capital Markets, LLC;

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**Background-Continued**

Samuel A. Ramirez & Co., Inc.;  
Siebert Cisneros Shank & Co. LLC;  
Wells Fargo Bank, N.A.; and  
William Blair & Company. L.L.C. (collectively the "*Senior Pool*");  
and to select the following financial firms to serve, on an as-needed basis, as Co-  
Managing Underwriter for a Tollway bond issuance:

Academy Securities, Inc.;  
Bernardi Securities Inc.;  
Blaylock Van, LLC;  
Cabrera Capital Markets, LLC;  
George K. Baum & Company;  
Hutchinson Shockey Erley & Co.;  
Janney Montgomery Scott LLC;  
KeyBanc Capital Markets Inc.;  
Mesirow Financial, Inc.;  
Oppenheimer & Co. Inc.;  
Raymond James & Associates, Inc.;  
Rice Securities, LLC;  
Robert W. Baird & Co. Incorporated; and  
Stifel Nicolaus & Company, Inc. (collectively the "*Co-Manager Pool*")

**Resolution**

The selection of the aforementioned firms to provide, on an as-needed basis, the described bond underwriting services for an initial term of three years is approved. The Chief Financial Officer is authorized to negotiate the terms and conditions of agreements with each of the firms in the Senior Pool, subject to review and approval of the Acting General Counsel and pricing not to exceed \$2.00 per \$1,000 bond par amount for the takedown portion of the underwriting discount. The Chairman or the Executive Director is authorized to execute any and all documents necessary to effectuate said agreements and the

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**Resolution-Continued**

Chief Financial Officer is authorized to issue warrants in payment thereof. As needed for each bond issuance, the Chairman or the Executive Director is authorized to assign a bond underwriting group consisting of firms from the Senior Pool and Co-Manager Pool, each assignment to be made consistent with the considerations for making such assignments contained in the RFP. Firms in the Senior Pool are deemed eligible to serve as bond remarketing agent.

Approved by:



Chairman



**STATE OF ILLINOIS**  
**CONTRACT**  
Illinois Tollway  
Bond Underwriting Services  
16-0155L

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract. This contract supersedes any prior contracts between the Parties concerning the subject matter of this contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

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. **VENDORS RESPONSE TO RFP #16-0155 AND RFP #16-0155**

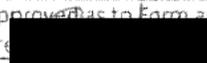
**NOTE:** This contract establishes the terms and conditions under which the Vendor is available to be assigned by The Illinois State Toll Highway Authority (the "Tollway"), on an as-needed basis as determined by the Tollway, to underwrite Tollway bonds or other debt. Any such underwriting shall be pursuant to a bond purchase agreement or other appropriate form of agreement entered into by the Vendor and the Tollway at the time the Vendor underwrites the Tollway bonds or other debt. Such bond purchase agreement or other appropriate form of agreement shall be the exclusive agreement governing any such underwriting with respect to each party's performance, duties, rights, responsibilities, obligations and liabilities.

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: Siebert Cisneros Shank & Co., L.L.C.	Address: 111 E. Wacker Drive, Suite 2605, Chicago, IL 60601
Signature: 	Date: 2/26/18
Printed Name: Ramon Armando Ortega	Email: rortega@scscapital.com
Title: Managing Director	Phone: 312-759-1040
	Fax: 312-759-0400

**STATE OF ILLINOIS**

Procuring Agency: Illinois Tollway	Phone: 630/241-6800
Street Address: 2700 Ogden Avenue	Fax: : 630/795-7908
City, State ZIP: Downers Grove, IL 60515	
Official Signature: 	Date: 3-13-18
Printed Name: Robert S. Schillest	
Official's Title: Executive Director	
Approved As to Form and Constitutionality	
Legal Signature: 	Date: 3-7-18
Legal Printed Name: Robert Lane	
Legal's Title: Senior Assistant Attorney General	
Procurement Signature: 	Date: 3/12/18
Procurement Printed Name: John Donato	
Procurement's Title: Chief of Procurement	

AGENCY/UNIVERSITY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

Agency Reference # 17-101081	Project Title: Bond Underwriting Services
Contract # 16-0155L	Procurement Method (IFB, RFP, Small, etc.): RFP
IPB Ref. # 22039948	IPB Publication Date: Award Code: B
Subcontractor Utilization? <input type="checkbox"/> Yes <input type="checkbox"/> No	Subcontractor Disclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No
Funding Source	Obligation #
Small Business Set-Aside? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Minority Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No	Percentage
Female-Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No	Percentage
Persons With Disabilities Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No	Percentage
Other Preferences?	

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## 1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. SUPPLIES AND/OR SERVICES REQUIRED:** The Vendor agrees to be one of a pool of multiple firms (the "Senior Pool") available to provide services, on an as-needed basis as determined by the Tollway, as Senior Managing Underwriter or Co-Senior Managing Underwriter in connection with Tollway bond issues and for the compensation specified in Section 2. A Senior Managing Underwriter of a bond issue must be able to perform the following duties: book runner; leader of the underwriting syndicate; pricing coordinator; lead marketer of the bond issue; structuring the financing (in consultation with any applicable Tollway financial / municipal advisor(s), and Tollway management / staff); review all documentation related to the bond issuance; compliance with disclosure and other requirements of this contract and any Bond Purchase Agreement; investor liaison; preparation of rating materials and presentations; and all other services conventional for a senior managing underwriter. A Co-Senior Managing Underwriter must be able to be a co-leader of the underwriting syndicate; assist, as may be requested by the Tollway, with the structuring of the financing and review of documentation; assist the Senior Managing Underwriter(s) with the marketing of the issue; and provide any other services conventional for a Co-Senior Managing Underwriter. The Co-Senior Managing Underwriter is expected to be integral to the transaction and participate in any aspects of the financing as determined to be necessary by the Tollway. In addition to duties specific to bond issuances to which firms are assigned, firms in the Senior Pool are expected to keep the Tollway informed of fixed income market conditions, especially with respect to the municipal bond market, and other matters pertinent to public finance, and to meet with the Tollway upon request, and at least once annually, to provide detailed consideration of and recommendations regarding items the Vendor considers pertinent to the Tollway. Firms in the Senior Pool are eligible to provide remarketing services for Tollway variable rate bond issues.
- 1.2. MILESTONES AND DELIVERABLES:** The timing of assignment(s), if any, of the Vendor to provide bond underwriting services and the amount of bonds, if any, for which such services are to be provided will depend on a variety of factors, including but not limited to: the extent, if any, to which the Tollway assigns the Vendor to provide such services; whether the Vendor completes any such assignment(s); the size(s) of the bond transaction(s), if any, to which the Vendor is assigned; the rate of progress of the Tollway's *Move Illinois Capital Program*; factors which may impact likelihood of refunding (e.g. fixed income market conditions, regulatory changes, changes among swap counterparties and/or credit enhancement providers, etc.); and other factors. The current, estimated projection of Tollway new money bond par amount issued during 2017 – 2022 is as follows: \$300,000,000 IN 2017; \$300,000,000 IN 2018; \$400,000,000 IN 2019; \$400,000,000 IN 2020; \$200,000,000 IN 2021; AND \$400,000,000 IN 2022. This projection is subject to change. The number and amounts of any refinancings will depend on market conditions and other factors. Two series of bonds will become callable at par during 2017-2022: (i) all \$279.3M of Series 2010A-1; and (ii) a \$100M portion of Series 2009A. Significant amounts of other bonds, including synthetic fixed rate bonds, may be refunded during 2017-2022, depending on market conditions and other factors.
- 1.3. VENDOR / STAFF SPECIFICATIONS:** The Vendor must be registered, and remain registered and in good standing, as a broker dealer with the Municipal Securities Rulemaking Board. The Offeror and assigned personnel must remain current with any ongoing requirements for such registration to be maintained.

**1.4. TRANSPORTATION AND DELIVERY:** n.a.

**1.5. SUBCONTRACTING:**

Subcontractors are not allowed.

For purposes of this section, subcontractors are those specifically hired by the Vendor to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of \$50,000 or more 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 to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. Attach additional sheets as necessary.

1.5.1. Will subcontractors be utilized?  Yes  No

- Subcontractor Name: Click here to enter text

Amount to be paid: Click here to enter text

Address: Click here to enter text

Description of work: Click here to enter text

- Subcontractor Name: Click here to enter text

Amount to be paid: Click here to enter text

Address: Click here to enter text

Description of work: Click here to enter text

1.5.2. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.5.3. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.5.4. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide a completed Forms B for the subcontractor.

1.5.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, 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. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

- 1.6. WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

Vendor may limit this information to the public finance office(s) and underwriting desk(s) from which it expects to provide services, and need not consider sales professionals.

- 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**

- 2.1 TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The maximum rate of this contract for its initial three year term is firm at \$2.00 per \$1,000.00 par amount of bonds underwritten. This maximum rate is approved by the Tollway’s Board of Directors. The total dollar value of this contract for its initial three year term is estimated at \$200,000, and may be modified pursuant to Tollway Board approval as provided by written resolution or otherwise in accordance with authority delegated by the Board.
- 2.2 EXPENSES ALLOWED:** The underwriting discount may include, subject to Tollway approval, expenses customary, reasonable and necessary for the issuance of revenue bonds by a governmental agency.
- 2.3 DISCOUNT:** Not applicable. The State may receive a \_\_\_% discount for payment within \_\_\_ days of receipt of correct invoice.
- 2.4 VENDOR’S PRICING:** Attach additional pages if necessary.

2.4.1 Vendor’s Price for the Initial Term:

<b>Underwriting Takedowns</b> <i>(expressed as \$ per \$1,000 par amount of bonds)</i>	
<b>Bond Maturity*</b>	<b>Underwriting Takedown</b>
<b>Weekly Mode Variable Rate</b>	<b>\$0.75</b>
<b>1 Yr Fixed Rate</b>	<b>\$1.25</b>
<b>2 Yrs Fixed Rate</b>	<b>\$1.25</b>
<b>3 Yrs Fixed Rate</b>	<b>\$1.25</b>
<b>4 Yrs Fixed Rate</b>	<b>\$1.50</b>
<b>5 Yrs Fixed Rate</b>	<b>\$1.75</b>
<b>6 Yrs Fixed Rate</b>	<b>\$2.00</b>
<b>7 Yrs Fixed Rate</b>	<b>\$2.00</b>
<b>8 Yrs Fixed Rate</b>	<b>\$2.00</b>
<b>9 Yrs Fixed Rate</b>	<b>\$2.00</b>
<b>10+ Yrs Fixed Rate</b>	<b>\$2.00</b>

*\* Maturities to be rounded to nearest year for purposes of determining applicable takedown. For variable rate bonds with modes one year or greater, the mode will be deemed a “maturity” for purposes of determining applicable takedown per the above chart.*

The above takedown compensations will apply whether the bonds are tax-exempt or taxable, and whether the bonds are senior lien or junior lien. Any underwriter discount will consist of the applicable takedown per the above and customary underwriting expenses. No management fee will be included. Compensation and expense reimbursement for underwriting an assigned transaction will be included in the applicable bond purchase agreement or other appropriate form of agreement and will be fully contingent on the closing of such transaction.

2.4.2 Renewal Compensation: If the contract is renewed, the price shall be at the same maximum rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

**2.5 MAXIMUM AMOUNT:** Vendor's compensation under this Contract shall not exceed \$240,000.00 during the initial term without a formal amendment.

**3. TERM AND TERMINATION**

*DA 2/24/18*  
*RAO 2/26/18*

**3.1 TERM OF THIS CONTRACT:** This contract has an initial term of March 15, 2018 to October 14, 2020. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

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 up to two 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 either: (i) terminate the contract effective immediately; or (ii) provide written notice to the Vendor to cure the problem identified within the period of time specified in such written notice and, 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.

immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

A termination of this contract will terminate the Vendor's ability to underwrite Tollway bonds or other debt from the date of such termination through the remaining term of the Senior Pool established by procurement process RFP#16-0155. A termination of this contract will not impact the Vendor's responsibilities in connection with any Tollway bond issuance or other transaction underwritten by the Vendor prior to any such termination of this 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 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.

A termination of this contract will terminate the Vendor's ability to underwrite Tollway bonds or other debt from the date of such termination through the remaining term of the Senior Pool established by procurement process RFP#16-0155. A termination of this contract will not impact the Vendor's responsibilities in connection with any Tollway bond issuance or other transaction underwritten by the Vendor prior to any such termination of this contract.

- 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 Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
- 4.1.6.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Illinois Tollway
Attn:	Finance Department
Address:	2700 Ogden Ave
City, State Zip	Downers Grove, Illinois 60515

- 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 by the Vendor to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years, or longer if necessary to comply with regulatory requirements, from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years, or longer if necessary to comply with regulatory requirements, from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years, or longer if 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/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor 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 as required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party. 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; is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information. In connection with any offering of securities by the Tollway in which Vendor is involved as an underwriter, agent, dealer or similar participant, nothing in this contract shall: (i) prevent Vendor from complying with all applicable disclosure laws, regulations and principles in connection with such offering; (ii) restrict the ability of Vendor to consider information for due diligence purposes or share information with other underwriters, agents or dealers participating in such offering; (iii) prevent Vendor from retaining documents or other information in connection with due diligence; (iv) prevent Vendor from using any such documents or other information in investigating or defending itself against claims made or threatened by purchasers, regulatory authorities or others in connection with such offering. Any provision of this section that conflicts with the Vendor's disclosure obligations under state or federal securities laws or rules is excepted from this section.
- 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:** The Vendor shall indemnify and hold harmless the State of Illinois, The Illinois State Tollway Highway Authority, its officers, employees, and agents from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party.

**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 submitted to the Tollway for acceptance. All coverages must be with Insurance Companies with an A.M. Best Company financial strength rating of "A minus" or better. 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. Worker's Compensation insurance as required by the State of Illinois and including Employers Liability.
- B. Minimum Limits of Insurance Contractor or vendor shall maintain no less than:
1. Commercial General Liability: \$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: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  3. Worker's Compensation and Employers Liability: Statutory Limits with Employers Liability limit of not less than \$500,000 per occurrence.

In addition to the above, the Vendor shall maintain, for the duration of the contract, professional liability insurance in a minimum amount of the greater of \$1,000,000 and any higher amount required by law or regulatory authority. Work shall not commence until documentation acceptable to the Tollway evidencing such professional liability insurance has been provided.

The Illinois State Toll Highway Authority including all appointed officials and employees, shall be named "Additional Insured" as part of the commercial general liability and automobile liability coverage. This coverage 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.

All deductibles or self-insured retentions must be declared and recognized by the Authority. Proof of insurance shall include originals of the applicable "additional insured" endorsements for approval of the Authority. Any failure by the Authority to request proof of insurance will not waive the requirement of maintenance of minimum protection specified.

- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).
- 4.17 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 the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or

authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

- 4.19 NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 4.20 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.
- 4.21 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 4.22 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.
- 4.23 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.
- 4.24 WARRANTIES FOR SUPPLIES AND SERVICES:**
- 4.24.1. 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.

4.24.2. Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. 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.

4.24.3. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

**4.25 REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

**4.26 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  
Click here to enter text.
- Required Federal Clauses, Certifications and Assurances  
Click here to enter text.
- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.  
Click here to enter text.
- 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.  
Click here to enter text.
- Illinois Tollway Specific Terms and Conditions  
Click here to enter text.
- Other (describe)  
Click here to enter text.

### 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:

With respect to any inconsistency or conflict, the following order of precedence shall prevail:

1. Sections 1-7 of this Contract
2. The Vendor's Response to the RFP including Vendor submissions subsequent to the initial proposal that were part of the negotiation process, to the extent applicable and agreed upon (included in Section 8 of this Contract)
3. The RFP, including any addendum thereto (also included in Section 8 of this Contract)

NOTE: This contract establishes the terms and conditions under which the Vendor is available to be assigned by the Tollway, on an as-needed basis as determined by the Tollway, to underwrite Tollway bonds or other debt. Any such underwriting shall be pursuant to a bond purchase agreement or other appropriate form of agreement entered into by the Vendor and the Tollway at the time the Vendor underwrites the Tollway bonds or other debt. Such bond purchase agreement or other appropriate form of agreement shall be the exclusive agreement governing any such underwriting with respect to each party's performance, duties, rights, responsibilities, obligations and liabilities.

#### 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:**

Not applicable. 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 deleted.
- 5.5.3 The Tollway is not currently an annually appropriated agency. Therefore, to the extent paragraph 3.5 concerns the Tollway being an annually appropriated agency, it does not apply.
- 5.5.4 The second sentence of paragraph 4.1.6 does not apply to the Tollway and is deemed stricken.

**5.6 REPORT OF A CHANGE IN CIRCUMSTANCES:**

The Vendor agrees to report to the Tollway as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the Vendor's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to, changes in the Vendor's Certification/Disclosure Forms, the Vendor's IDOT pre-qualification (if/as applicable), or any certification or licensing required for this project. Additionally, Vendor agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other

matters involving the Vendor, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

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

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

## STATE OF ILLINOIS FORMS A

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

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

Vendor Name: Siebert Cisneros Shank & Co.,L.L.C.	Phone: 312-759-0400
Street Address: 111 E Wacker Drive, Suite 2605	Email: kwalker@scscapital.com
City, State Zip: Chicago, IL 60601	Vendor Contact: Karen Walker

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

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

# OUTLINE

## FORMS A

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

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

**STATE OF ILLINOIS**  
**BUSINESS AND DIRECTORY INFORMATION**

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- 1.1. Name of Business (official name and DBA)  
Siebert Cisneros Shank & Co.,L.L.C.
- 1.2. Business Headquarters (address, phone and fax)  
Siebert Cisneros Shank is dually headquarterd in New York and Oakland, CA  
100 Wall Street, 18<sup>th</sup> Floor, New York, NY 10005 Phone: 646-775-4853 Fax: 646-576-9680  
1999 Harrison Street, Suite 2720, Oakland, CA 94612 Phone: 510-645-2245 Fax: 510-645-2255
- 1.3. If a Division or Subsidiary of another organization provide the name and address of the parent  
Siebert Cisneros Shank Financial Co.,LLC  
100 Wall Street, 18<sup>th</sup> Floor, New York, NY 10005
- 1.4. Billing Address: 111 East Wacker Drive, Suite 2605, Chicago, IL 60601
- 1.5. Name of Chief Executive Officer: Suzanne Shank
- 1.6. Company Web Site Address  
www.siebertcisnerosshank.com
- 1.7. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below)  
Limited Liability Partnership
- 1.8. Length of time in business  
20 years
- 1.9. Annual Sales for Offeror's most recently completed fiscal year  
\$35,314,094.00
- 1.10. Show number of full-time employees, on average, during the most recent fiscal year  
80
- 1.11. Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies:
- |   |   |
|---|---|
| 1.11.1. Minority (30 ILCS 575/2(A)(1) & (3))                    | <input checked="" type="checkbox"/> Yes |
| 1.11.2. Female (30 ILCS 575/2(A)(2) & (4))                      | <input checked="" type="checkbox"/> Yes |
| 1.11.3. Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) | <input type="checkbox"/> Yes            |
| 1.11.4. Disadvantaged (49 CFR 26)                               | <input type="checkbox"/> Yes            |
| 1.11.5. Veteran (30 ILCS 500/45-57)                             | <input type="checkbox"/> Yes            |

**STATE OF ILLINOIS**  
**ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER**

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

Name of Company (and DBA): Siebert Cisneros Shank & Co.,L.L.C.

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

IDHR Public Contracts Number: 94-936-00 Expiration Date: 05/06/2019.

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



## STATE OF ILLINOIS STANDARD CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

## STATE OF ILLINOIS STANDARD CERTIFICATIONS

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

## STATE OF ILLINOIS STANDARD CERTIFICATIONS

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

**STATE OF ILLINOIS**  
**STANDARD CERTIFICATIONS**

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

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

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

or

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

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

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

A.  Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B.  Vendor certifies that it is a legal entity, and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

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

## STATE OF ILLINOIS STANDARD CERTIFICATIONS

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

**STATE OF ILLINOIS  
STATE BOARD OF ELECTIONS**

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5. Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors, bidders and offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if these Acts are violated.

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

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



**STATE OF ILLINOIS**  
**DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN**

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6. In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, will include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:
- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
  - the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid or offer that does not include this disclosure may be given a period after the bid or offer is submitted to cure non-disclosure. A chief procurement officer may consider the disclosure when evaluating the bid or offer or awarding the contract.

There are no business operations that must be disclosed to comply with the above cited law.

The following business operations are disclosed to comply with the above cited law:

N/A

**STATE OF ILLINOIS**  
**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

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

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

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

**This disclosure is submitted for:**

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

Project Name	Bond Underwriting and Remarketing Services
Illinois Procurement Bulletin Number	22037040
Contract Number	12-0045
Vendor Name	<u>Siebert Cisneros Shank &amp; Co., L.L.C.</u>
Doing Business As (DBA)	N/A
Disclosing Entity	<b>Siebert Cisneros Shank Financial Co.,L.L.C.</b>
Disclosing Entity’s Parent Entity	Click here to enter text.
Subcontractor	N/A
Instrument of Ownership or Beneficial Interest	Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Company) <input type="checkbox"/> If you selected Other, please describe: N/A

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 1

### SUPPORTING DOCUMENTATION SUBMITTAL

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

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 100 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS**

**STEP 2**

**DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

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

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

**OPTION A – Ownership Share and Distributive Income**

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

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

<b>TABLE – X</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>
Suzanne Shank	535 Griswold St, Ste 2250 Detroit, MI 48226	53%	Click here to enter text.
CM Holdings Inc	454 Soledad, Ste 300 San Antonio, TX 78205	28%	
William Thompson	100 Wall Street, 18 <sup>th</sup> FL New York, NY 10005	7%	
Sean Duffy	100 Wall Street, 18 <sup>th</sup> FL New York, NY 10005	7%	
Gary Hall	1999 Harrison Street, Suite 2720, Oakland, CA 94612	5%	

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

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

<b>TABLE – Y</b>			
<b>Name</b>	<b>Address</b>	<b>% of Distributive Income</b>	<b>\$ Value of Distributive Income</b>
See Table X			

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

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

Yes  No

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

Yes  No

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

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

TABLE – Z	
Name	Address
N/A	N/A

### STEP 3

### DISCLOSURE OF LOBBYIST OR AGENT

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

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

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

Name	Address	Relationship to Disclosing Entity
N/A		

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

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 4

#### PROHIBITED CONFLICTS OF INTEREST

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

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Suzanne Shank, William Thompson, Sean Duffy and Gary Hall

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

### STEP 5

#### POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

Please provide the name of the person for which responses are provided: Suzanne Shank, William Thompson, Sean Duffy and Gary Hall

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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 office?  Yes  No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?  Yes  No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?  Yes  No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

### STEP 6

#### EXPLANATION OF AFFIRMATIVE RESPONSES

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

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

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

**STEP 7  
POTENTIAL CONFLICTS OF INTEREST  
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

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

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

Please provide the name of the person or entity for which responses are provided: Siebert Brandford Shank Financial Co.,L.L.C., Suzanne Shank, CM Holdings, LLC, William Thompson, Sean Duffy and Gary Hall

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. N/A

**STEP 8  
DISCLOSURE OF CURRENT AND PENDING CONTRACTS**

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

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

Yes  No.

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship:

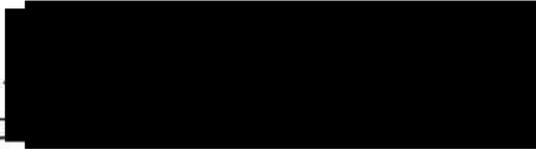
## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

### STEP 9 SIGN THE DISCLOSURE

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

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

Name of Disclosing Entity: Siebert Cisneros Shank Financial Co.L.L.C.

Signature: 

Date: 05/24/17

Printed Name: Joseph Mendola

Title: Chief Compliance Officer

Phone Number: 646-775-4841

Email Address: jmendola@sbsco.com

**STATE OF ILLINOIS**  
**TAXPAYER IDENTIFICATION NUMBER**

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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: Joseph Mendola

Business Name: Siebert Cisneros Shank Financial Co.,L.L.C.

Taxpayer Identification Number:

Social Security Number: N/A

or

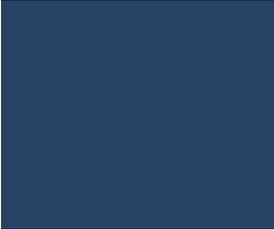
Employer Identification Number: 

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<br>medical and/or health care services     | <input checked="" type="checkbox"/> Limited Liability Company<br>(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input type="checkbox"/> C = corporation  |
|  | <input checked="" type="checkbox"/> P = partnership   |

Signature of Authorized Representative 

Date: May 24, 2017



**Siebert Cisneros Shank & Co., L.L.C.**  
**Response to**  
**Request for Proposal for RFP #16-0155**  
**Bond Underwriting Services**  
**Illinois State Toll Highway Authority**  
**Deadline for Submittal:**  
**10:30 A.M. (Central), February 3, 2017**



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Please note, all statistical references or rankings information was obtained from Securities Data Corporation (“SDC”).

All information and opinions expressed in this document were obtained from sources believed to be reliable and in good faith but no representation or warranty faith, warranty, express or implied, is made as to its accuracy or completeness. All information and opinions as well as any prices indicated are currently only as of the date of this report, and are subject to change without notice. Any estimations or projections as to events that may occur in the future (including projections of market performance) are based upon the best judgment of Siebert Cisneros Shank & Co., L.L.C. (“SCS”) from publicly available information as of the date of this report. There is no guarantee that any of these estimates or projections will be achieved.

SCS is providing the information contained in this document for discussion purposes only in serving as underwriter or in anticipation of serving as an underwriter to the Issuer on a future transaction and not as a financial advisor or municipal advisor consistent with MSRB Rule G-23 Interpretive Guidance dated November 27, 2011 (Guidance on the Prohibition on Underwriting Issues of Municipal Securities for which a Financial Advisory Relationship Exists under Rule G-23). SCS is not recommending an action to the Issuer.

The Municipal Securities Rulemaking Board (“MSRB”) Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors. SCS is providing the information contained in this document/communication, in its own interests, for discussion purposes only in anticipation of serving as underwriter to the Issuer. The primary role of SCS, as an underwriter, is to purchase securities with a view to distribution and/or for resale to investors in an arm’s-length commercial transaction with the Issuer and it has financial and other interests that differ from those of the Issuer. SCS is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity and, unlike a municipal advisor, does not have or owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 (the “Act”) to the Issuer or any other person or entity with respect to the information and material contained herein and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests. As an underwriter, SCS would or has a duty to purchase securities from the issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable. SCS, as underwriter, would or will review the official statement for the issuer’s securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

The information provided is not intended to be and should not be construed as “advice” within the meaning of Section 15B of the Act and is not a recommendation. The Issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate before acting on any information or material herein. If the Issuer would like a municipal advisor in this transaction that has legal fiduciary duties to the Issuer, then the Issuer is free to engage a municipal advisor to serve in that capacity. Member FINRA and SIPC



111 East Wacker Drive, Suite 2605  
Chicago, Illinois 60601  
(312) 759-0400

February 3, 2017

Illinois Tollway  
Purchasing Manager  
2700 Ogden Ave  
Downers Grove, Illinois 60515

Dear Purchasing Manager:

Siebert Cisneros Shank & Co, L.L.C. ("Siebert" or "SCS", formerly known as Siebert Brandford Shank & Co., L.L.C.) is pleased to submit our response to the Illinois State Toll Highway Authority's ("Tollway") Request for Proposal. **Our firm seeks consideration as a Book-Running Senior Manager** for the Tollways bonds. Siebert Cisneros Shank's qualifications to serve the Tollway as senior manager center on our position as one of the leading senior managing underwriters of municipal bonds nationwide, our transportation expertise, our highly skilled Tollway team, our capital strength, and our capabilities and specific recommendations for structuring and marketing the Tollway's bonds. These attributes are summarized below and outlined in our proposal.

**TOP-RANKED MUNICIPAL FINANCE FIRM.** SCS has recent and relevant experience managing large transactions, ranking as the #3 senior manager in 2016 based on average deal size. **Our firm also ranked among the top-10 senior managing underwriters by par amount for several industry sectors, including 7th for surface transportation issues.** SCS remains fully committed to the municipal finance business and the firm's extensive experience and consistent performance continue to dispel any misconception that bulge bracket Wall Street firms whose primary business is not municipal finance have superior banking, pricing and distribution capabilities when compared to firms like ours. In addition, SCS earned the distinction of being not only the top-ranked minority or woman-owned firm ("M/WBE") for both senior managed and co-managed issues every year from 1998 to 2015, but also being the first M/WBE to rank among the top-10 senior managing underwriters for negotiated municipal transactions. For 2014-2016, SCS was the 12<sup>th</sup> ranked senior managing underwriter of negotiated transactions nationally.

**TRANSPORTATION FINANCE EXPERTISE.** The firm has considerable experience with the country's largest transportation issuers. **For the year ended 2016, SCS ranked 7th as senior manager for all negotiated surface transportation issues with \$1.9 billion in par amount.** Our toll road experience includes financings for issuers the Tollway, Pennsylvania Turnpike Commission, North Texas Tollway Authority, Harris County Toll Road Authority, New York Triborough Bridge and Tunnel Authority, and New York State Thruway Authority, among others. In addition, we are currently serving as joint book-running senior manager for approximately \$440 million Delaware River Joint Toll Bridge Commission Bonds. We have **served as underwriter for \$48.3 billion in tax-exempt transportation revenue bond issues in excess of \$100 million since 2014.** The firm has successfully structured and executed some of the most complex transportation financings in the municipal market, leveraging our advanced analytical skills and tools.

**HIGHLY SKILLED TOLLWAY TEAM.** Gary Hall, National Head of Investment Banking and one of the firm's stakeholders, will continue to provide oversight for our Tollway engagements. Karen Walker, Managing Director, will continue to serve as the Tollway's primary contact. Sewon Kim, Managing Director and National Head of Transportation, brings extensive transportation expertise. Members of our Tollway team, including two of our in-house Quantitative Solutions team members, have senior managed transactions for the Tollway and other large surface transportation systems. Our underwriters, Sherman Swanson and Andrew Gurley, offer 58 years of combined experience and our sales manager, Sean Duffy, is a 34-year public finance veteran and stakeholder in the firm.

**CAPITAL STRENGTH.** SCS has the ability to underwrite, as sole manager, a \$617 million bond issue, based on our December 31, 2016 capital base. We routinely use our capital to support attractive pricing levels for our clients.

**STRUCTURING EXPERTISE AND PLAN OF FINANCE APPROACH FOR THE TOLLWAY.** SCS has thoroughly analyzed the Tollways CIP and developed an optimal financing structure for the Tollways future issuances. Our comprehensive long term approach to the Tollway's CIP allows for the Tollway to achieve their issuance goals while maintaining attractive debt coverage levels and credit ratings. We developed a multi-year capital planning model based on inputs from the latest T&R study and incorporated the Tollway's existing debt profile as well as market conditions. Based on the current market, we would recommend the Tollway issue traditional fixed rate tax-exempt bonds with either a delayed principal amortization or potentially a deferred wrapped structure. Our proposed plan of finance includes new money issuances with delayed principal in each year during the 2017-2021 CIP period. Our recommended new money scenario incorporates the impact of a subordinate lien and the cost effectiveness of a medium-term note as

a means to lower overall borrowing cost, enhance future capacity for capital projects and take advantage of market opportunities. In addition, we highlight the opportunity for the Tollway to recognize savings from refunding the 2009A and 2010A-1 bonds.

SCS offers the Tollway extensive expertise in structuring new money and refunding bonds. Our dedicated in-house Quantitative Solutions team and proprietary tools allow us to optimize the plan of finance based on the Tollway's unique and specific goals and parameters. For the Tollways refunding opportunity, we propose a current refunding structure that creates capacity for additional new money issuances.

**PROVEN MARKETING AND PRICING ABILITIES.** SCS delivers powerful marketing and distribution capabilities that have proven effective with all investor sectors. We consistently demonstrate our ability to aggressively price and underwrite transactions at or through the pricing levels of our competitors in great part due to our ability to develop the most appropriate marketing strategy for a particular issuer. In addition to our extensive coverage of Tier 1 accounts, SCS's sales force covers a very broad range of institutional and professional retail market participants, including Tier 2 and 3 accounts that are often underserved by bulge bracket firms, as well as key 4<sup>th</sup> tier Midwest based buyers. As the majority of our firm specializes in municipal finance, we have demonstrated a unique ability to combine extraordinary focus on transactions with excellent market intelligence in order to deliver superior pricing as a result. We believe that this capability, combined with our distinctive market analytics, is what sets us apart from other underwriting firms.

Thank you for the opportunity to respond to the Request for Qualifications. Please do not hesitate to contact Karen Walker if you have questions or need any additional information. We look forward to the opportunity to serve the Tollway.

Sincerely,



Karen Walker  
Managing Director  
111 E Wacker Drive, Suite 2605  
Chicago, IL 60601  
312-759-1044  
312-759-0109 – fax  
kwalker@scscapital.com

**Tab 3(a). Executive Summary**

SCS is responding for the Tollway's Senior Pool. As senior manager, SCS will lead the underwriting syndicate; coordinate pricing; lead the marketing effort; structure the financing in consultation with the Tollway and its advisors; review all documentation; comply with disclosure standards; serve as a liaison to investors; prepare rating materials and presentation; and perform all other customary services. Our team will coordinate closely with the Tollway and its advisors throughout the plan of finance execution and closing. As a member of the Senior Pool, we will meet with the Tollway on a regular basis. SCS is registered and in good standing as a broker dealer with the Municipal Securities Rulemaking Board. SCS agrees with Section 3 F "Standard Terms and Conditions" with no exceptions.

**Overview of Qualifications.** Firm Experience & Qualifications: SCS has a 20-year track record of successfully structuring and marketing municipal bonds, having completed \$1.1 trillion in transactions, including \$98.5 billion as senior manager. We offer extensive transportation experience including \$14.9 billion in senior managed transportation issues for clients including \$3.7 billion for the Tollway; \$2 billion for the State of Connecticut; \$1.3 billion for the Pennsylvania Turnpike; and \$677.8 for the North Texas Tollway among others. Our headquarters in NY and CA, with sales, trading and underwriting on both coasts, allows us to penetrate a broad spectrum of buyers geographically and by sector. We will leverage our active coverage of buyers at all tiers to maximize buyer participation in the Tollway's financings. SCS is 93% minority owned and 53% women owned; the first M/W owned firm to be ranked among the top ten senior managers nationwide. Tollway Team Experience and Qualifications: Our team, led by Gary Hall, National Head of Investment Banking, brings strong transportation expertise with senior managed transactions for large surface transportation issuers nationwide. Sewon Kim, our National Head of Transportation, will provide industry expertise, and Karen Walker will serve as primary contact for the Tollway. Our Tollway team includes two members of our in-house Quantitative Solutions team who will provide structuring expertise. Financial Capacity: SCS has capital sufficient to underwrite as sole manager a \$617+mm issue. We routinely use our capital to support our client's financings. Technical Approach – Structuring: SCS offers the Tollway a comprehensive plan of finance that considers alternative structures designed to maintain strong credit ratings, achieve the lowest possible cost and preserve capacity for future financings. Our ideas include consideration of deferred amortization structures; medium term notes; commercial paper; and junior lien bonds. We include refunding analyses for the 2009 and 2010 Series bonds. Our portfolio management recommendations underscore the flexibility need to complete the *Move Illinois* financing plan. We evaluate the feasibility of fixed rate conversions and cash defeasance for variable rate debt and offer a new product (Clarity) designed to significantly improve buyer access to the Tollway's variable rate bonds. SCS has extensive experience in leading syndicates of varying size and composition and we offer an effective approach for ensuring fairness among the syndicate. Technical Approach – Marketing: We will fully employ our sales and underwriting team to lead a comprehensive marketing plan for the Tollway's bonds that employs highly successful proprietary tools. Our goal is to leverage orders from existing anchor buyers and new buyers to tighten spreads for the Tollway.



**Tab 4(a). Experience & Qualifications:**

1. Firm headquarters, primary place of business and number of employees of each of the public finance offices and underwriting desks

**SCS DUAL HEADQUARTERS AND REGIONAL OFFICES.** SCS is fully committed to public finance and its public-sector clients. The Firm has 16 offices strategically located around the country, including in Illinois. Eleven of these offices are dedicated to public finance as shown in the table below. **The Firm maintains its two headquarters in New York City and Oakland, CA — both of which serve as the principal locations for our public finance division consisting of investment banking, underwriting, and municipal sales and trading desks.** Most of our employees, 72 out of 80 in total, are dedicated to municipal finance. Our institutional sales, trading and underwriting group is comprised of 27 employees, five of which are dedicated to sales in the Midwest region. SCS has a total of 20 institutional US sales representatives.

**SCS Offices and Municipal Finance Focused Personnel**

Office Locations	BOS	CHI	D.C.	DET	HOU	LA	NY	OAK	PHI	SA	SEA	Total
Banking	1	2	4	2	3	3	21	4	1	3	1	45
Sales & Trading							20	5				25
Underwriting							1	1				2
<b>Total</b>												<b>72</b>

**ILLINOIS OFFICE.** Our local office is located at 111 E. Wacker Drive, Suite 2605, Chicago, IL 60601. Our Illinois office includes two registered representatives, both of whom focus on the municipal market, and one administrator. Our Tollway team includes banking support from our NY office as well as underwriting, sales and trading from our NY and CA offices.

2. Provide a brief overview of your firm including its business operations, organizational structure, and total number of employees.

**FIRM OVERVIEW AND ORGANIZATIONAL STRUCTURE.** Incorporated in Delaware in October 1996, SCS is a national investment banking firm focused on providing innovative solutions to local governments, large transportation issuers and other tax-exempt borrowers across the nation. SCS ranked as the #1 M/WBE firm for senior managed transactions from 1998-2015. Since inception SCS has managed over \$1.1 trillion of municipal bonds in more than 4,900 transactions, including \$98.5 billion as senior manager, and has earned national recognition for its extensive underwriting experience and expertise. As a corporation, SCS can be classified as a national firm with broad distribution capabilities, a regional, or as the top-ranked M/WBE firm, but considers itself best described as a boutique firm that serves a sophisticated national clientele.

In 2015, SCS announced a realignment of its ownership structure and welcomed three new stakeholders: (1) CM Holdings, LLC, a firm jointly owned by the Hon. Henry Cisneros - the first Latino mayor of San Antonio (1981-1989), former Secretary of Housing and Urban Development under President Clinton (1993-1997), former President and COO of Univision (1997-2000), and founder and Chairman of CityView - and Victor Miramontes, former CEO of the North American Development Bank and co-founder of CityView; (2) The Hon. William C. Thompson, former New York City Comptroller and Chief Administrative Officer and Senior Managing Director of SCS, and (3) Sean Duffy, Managing Director and Head of Institutional Sales and Trading of SCS. As of August 29, 2016, the firm changed its name to **Siebert Cisneros Shank & Co., L.L.C.** (f/k/a Siebert Brandford Shank & Co., L.L.C.). The new name reflects Henry Cisneros’ ownership interest. In 2016, SCS welcomed an additional stakeholder: Gary Hall, National Head of Investment Banking of SCS. There are no other changes to the firm’s organizational and legal structures.

Under the current ownership structure, co-founder **Suzanne Shank** is the firm’s majority owner (53%) and now holds the titles of Chairwoman and CEO. CM Holdings, LLC, Sean Duffy, William Thompson, and Gary Hall collectively own the remaining 47%. **SCS is now Wall Street’s preeminent black, Hispanic, and woman owned firm (93% minority-owned and 53% woman-owned).** This structural realignment builds upon SCS’ recent and significant growth in the financial services industry, including the hiring of over 20 new employees since 2015, including our new **Head of Transportation – Sewon Kim**. With almost 17 years in the municipal finance industry, Mrs. Kim has senior managed over 90 municipal debt financings with a total par value of over \$27 billion for toll roads, departments of transportation, transit agencies, airports and seaports. SCS has 80 employees. Since 2015, our firm has added 20 new employees, the most of whom work in public finance. SCS was founded as a public finance firm and to this day remains steadfast in our commitment to serving our Public Finance clients.

3. Indicate if your firm is a minority, female, veterans or disabled – owned business enterprise.

SCS is certified as a minority-owned and woman-owned business enterprise (MWBE) by The Illinois Department of Central Management Services Business Enterprise Program, effective until May 22, 2019. As mentioned above, the firm is comprised of five equity owners, including one African-American woman, two African-American men, and, through indirect ownership, two Hispanic-American men; SCS is 93% minority-owned and 53% woman-owned. As such, we have a firsthand understanding of the importance of fair employment practices. The firm feels a special responsibility to create professional opportunities for





women and minority persons and is fully committed to maintaining a diverse workforce as it continues to expand its staff, irrespective of how laws or legal requirements may change. In 2015, SCS hired 14 new public finance professionals, 10 of whom are minorities and/or women. The Tollway's team reflects SCS's continued commitment to diversity, with a banking composition of 88% minorities and 40% women.

4. Provide a listing of your transportation clients within the past three years, noting the services provided.

In the past three years, the firm has actively maintained relationships with 40 surface transportation clients including toll roads, departments of transportation and mass public transportation. Over this period, we completed **\$6.9 billion in senior managed transportation financings**, excluding airport transactions. Many of our senior managed transactions are for repeat clients, serving as a testament to our firm's banking and underwriting capabilities. We are **currently serving as joint book-running senior manager for approximately \$440 million Delaware River Joint Toll Bridge Commission Bonds** which will finance the construction costs of its New Scudder Falls Bridge linking New Jersey and Pennsylvania over Delaware River. The new bridge, when completed in mid-2019, will collect one-way tolls via All-Electronic Tolling. The pricing is expected in February 2017. SCS has been leading the efforts to develop the Commission's rating agency strategy and creating the rating agency presentation. Below we list our surface transportation clients within the past three years and the services provided. As senior manager, we routinely provide plan of finance recommendations, including optimal bond structure, ratings strategy and marketing plan.

**SCS Transportation Client Coverage and Services Provided Since 2014**

Issuer Client	Role	Marketing	Distribution	Rating Pres.	Structuring	Remarketing
Alamo (RMA)	CO-MGR	✓	✓			
Bexar Co-Texas	SR, CO MGR & RA	✓	✓	✓	✓	✓
Cameron Co-Texas	CO-MGR	✓	✓			
Chicago Transit Authority	SR & CO-MGR	✓	✓	✓	✓	
Dallas Area Rapid Transit Auth	CO-MGR	✓	✓			
Empire State Development	CO-MGR	✓	✓			
Florida Dept of Transportation	CO-MGR	✓	✓			
Fort Bend Co-Texas	SR & CO MGR	✓	✓	✓	✓	
Grand Parkway Transport Corp	CO-MGR	✓	✓			
Harris Co Metro Trans Auth	CO-MGR	✓	✓			
Harris Co-Texas	SR & CO-MGR	✓	✓	✓	✓	
<b>Illinois State Toll Highway Auth</b>	<b>SR &amp; CO-MGR</b>	✓	✓	✓	✓	
Indiana Finance Authority	CO-MGR	✓	✓			
Los Angeles Co Metro Trans Auth	SR & CO MGR	✓	✓	✓	✓	
Louisiana Gov Env & Comm Dev	CO-MGR	✓	✓			
Maine Turnpike Authority	CO-MGR	✓	✓			
Maryland Dept of Transportation	CO-MGR	✓	✓			
Massachusetts Bay Trans Auth	CO-MGR	✓	✓			
Metropolitan Council	SR & CO MGR	✓	✓	✓	✓	
Metropolitan Trans Auth (MTA)	SR & CO MGR	✓	✓	✓	✓	
Missouri Highway & Transport	CO-MGR	✓	✓			
New Jersey Trans Trust Fund Au	CO-MGR	✓	✓			
North Texas Tollway Auth (NTTA)	CO-MGR	✓	✓			
NYS Dorm Authority	SR & CO-MGR	✓	✓		✓	
NYS Thruway Authority	SR & CO-MGR	✓	✓		✓	
Pennsylvania Turnpike	SR & CO-MGR	✓	✓		✓	
Port Authority of NY & NJ	SR & CO-MGR	✓	✓		✓	
San Francisco Muni Trans. Agy	CO-MGR	✓	✓			
State Arkansas	SR, CO-MGR & RA	✓	✓	✓	✓	✓
State Connecticut	SR & CO MGR	✓	✓	✓	✓	
State Michigan	SR & CO MGR	✓	✓	✓	✓	
State of Massachusetts	SR & CO MGR	✓	✓	✓	✓	
State of Washington	CO-MGR	✓	✓			
State of Wisconsin	CO-MGR	✓	✓			
State Pennsylvania	CO-MGR	✓	✓			
Texas Transportation Comm	CO-MGR	✓	✓			
Triborough Bridge & Tunnel Auth	SR & CO-MGR	✓	✓	✓	✓	
Tulare Co Transportation Auth	CO-MGR	✓	✓			
Virginia Transportation Board	CO-MGR	✓	✓			
Washington Metro Area Transit	CO-MGR	✓	✓			

5. Provide a listing of up to five additional clients for which you have served as underwriter.

In addition to the transportation clients listed above, SCS has also maintained strong performance within several other sectors of municipal finance industry. Below we provide highlights from five senior managed accounts.

**Account Coverage Highlights**



**Illinois State Toll Highway Authority, Toll Highway Senior Revenue Bonds, 3 Senior Managed Transactions totaling \$3.7 billion**

- ✓ 2010: Evaluated floating rate portfolio and assisted in identifying the most cost-effective series for a fixed rate conversion - Series 2008 A-2 featured the highest swap rate (lowest termination cost) and risky swap counterparty. Recommended flexibility to refund alternative or additional series based on market conditions. Utilized premium and discount coupons to attract buyers. Sold all serials bonds to capture the benefit from a steep yield curve. Spreads were at or below higher rated issue sold same day. Met the goal of < 5.5% all-in cost: all-in TIC including swap termination was 5.09%.
- ✓ 2014: Developed sculpted refunding debt service structure to create more level aggregate debt service and ensured positive savings in each year. Recommended OMS vs. SLGS which provided 4.1bp yield benefit and \$184k NPV savings increase. Developed investor presentation. Recommended optimal pricing date which took advantage of low interest rates and large buyer cash positions, and preceded increase in supply. Achieved ~\$33mm in NPV savings; 11.3% of refunded par
- ✓ 2016: Provided refunding analyses and input on pricing and closing dates. Aggressively marketed refunding bonds as JT Sr. Placed \$41mm in orders including \$6mm Group Net



**State of Connecticut, STO Transportation Infrastructure Purpose Bonds 3 Senior Managed Transactions totaling \$2 billion General Obligation Bonds, 8 Senior Managed Transactions totaling \$3.1 billion**

- ✓ 2008: \$500mm issue led municipal market back to recovery after the credit crisis. \$400mm in retail orders. Reduced yields by 40 basis points. Achieved tightest spreads of any comparable offering since the start of the financial crisis
- ✓ 2009: Conducted comprehensive marketing campaign with extensive education to taxable buyers for \$304mm STO BAB issue. Reduced spreads up to 10bps on 2029 term bond
- ✓ 2012: \$569.9mm deal included SIFMA Index, new money and refunding bonds. Developed print and digital media ad campaign. Conducted 2 day retail order generating \$90mm in orders (16%). Achieved lowest spreads on the State's SIFMA Index bonds and highest proportion of low coupon bonds on the CIBs in the State's recent history
- ✓ 2013: Introduced new marketing approach for STO with focus on buyCTbonds.com website and targeted direct e-mail campaigns. Hosted 1:1 call with buyer that placed \$123mm+ in orders. \$169mm in retail orders-71% by SCS. SCS underwrote \$41mm to preserve attractive pricing levels
- ✓ 2015: Introduced Bond Buyer email and "eNewsletter" distribution ads. Generated \$56mm in retail orders (10%), brought 55 new institutional buyers. SCS underwrote \$17mm. Also see Tab 6(a) for senior managed 2016 issue.



**Los Angeles Airport Authority, Senior Revenue Bonds, 2 Senior Managed Transactions totaling \$1.3 billion**

- ✓ 2010: Evaluated structuring alternatives: senior/junior lien, amortization structure (level/deferred/wrapped/bar-bell), insured vs. uninsured. \$930mm financing of Tom Bradley Terminal; achieved tightest spreads for any uninsured airport in two years
- ✓ 2015: Created investor presentation viewed by 30+ buyers, brought 26 new buyers. Achieved lowest long term-AMT spread ever for an airport financing. Allowed for lowest long term Non-AMT spread for an airport financing in last 5 years



**City of New York, General Obligation Bonds, 5 Senior Managed Transactions totaling \$8.8 billion**

- ✓ 2010: Executed first "net designated" BABs structure and established BABs investor feedback initiative
- ✓ 2011: Committed significant capital resources (>\$49 million) to secure aggressive pricing levels, allowing the City to achieve its lowest historic borrowing levels at the time
- ✓ 2013: Structured the City's 1<sup>st</sup> public offering of Floating Rate Notes; 1<sup>st</sup> FRN structure in the market that did not feature a mandatory tender callable step coupon structure
- ✓ 2015: Managed 2 day retail order period; generated \$146.8mm in retail orders (20%). SCS underwrote \$68mm



**Los Angeles Department of Water & Power, Power System & Water System Rev. Bonds, 9 Senior Managed Transactions totaling \$3.4 billion**

- ✓ 2014: Utilized a hybrid wrap around debt service structure to cater to broader range of investors and create a more level overall debt service profile. Generated \$120mm in retail orders (52%). Achieved the tightest spread to MMD and lowest absolute yield on final maturity for any new money fixed rate bonds the Department sold that year
- ✓ 2016: Generated \$224mm in retail orders (81%) during retail order period. Tightened spreads up to 8 bps. Achieved the lowest 30-year yield and tightest spread to MMD of any Power System bond issue by the Department

6. Firm's underwriting experience for tax-exempt obligations of \$100 million or more of transportation revenue bonds from January 1, 2014 to present.

**SIGNIFICANT TRANSPORTATION FINANCING EXPERIENCE.** SCS's team brings substantial transportation sector knowledge, including understanding of federal, state and local funding challenges and opportunities, and credit and structuring alternatives that are well received by rating analysts and investors. We believe that we can add value as a senior managing underwriter to the Tollway on its proposed transaction(s) given our extensive background underwriting large-scale, national transportation credits. **Since January 1, 2014, SCS has served as underwriter for 103 tax-exempt transportation revenue bond issues of \$100 million, totaling \$48.3 billion. For the year ended 2016, SCS ranked 7th as senior manager for all negotiated surface**



**transportation issues with \$1.9 billion in par amount.** Our toll road experience includes senior and co-managed financings for issuers such as the Illinois State Toll Highway Authority, Pennsylvania Turnpike Commission, North Texas Tollway Authority, Harris County Toll Road Authority, New York Triborough Bridge and Tunnel Authority, and New York State Thruway Authority, among others. Our expertise in the transportation sector is especially evident in the growing number and size of our current mandates. These mandates include serving as joint book-running senior manager to the Delaware River Joint Toll Bridge Commission, co-manager to the North Texas Tollway Authority and co-manager to the Massachusetts Department of Transportation in their upcoming financings. Please refer to Tab 9 for our deals over \$100 million.

**Tab 4(b): Experience/ Qualifications of Personnel**

1. Identify the firm representative who would be directly responsible for overseeing this engagement.

**Gary Hall, National Head of Investment Banking**, will oversee our engagement with the Tollway. Mr. Hall has extensive transportation experience including senior managed financings for the Tollway and others. Karen Walker, Managing Director, will continue to serve as the Tollway’s primary contact person.

2. Provide a staffing plan listing the individuals who would be assigned to the Tollway.

Siebert Cisneros Shank realizes the importance of the availability of assigned bankers to the Tollway when serving as book-running senior manager. Our Tollway team includes professionals with extensive surface transportation and senior manager experience with the Tollway. All of the members of our team will be readily available to work with the Tollway and the broader finance team. Our Tollway banking team, along with the Firm’s overall experience in the current and historical market environments will prove to be a valuable resource to Tollway on its upcoming financing.

Name/Title/Contact/Location Years at SCS/Role	Relevant Experience
<b>Banking Team</b>	
<p><b>Gary Hall</b>, National Head of Investment Banking;                      e: <a href="mailto:ghall@scscapital.com">ghall@scscapital.com</a> p: (510) 645-2247                      3 years at SCS                      Role: Project Oversight</p>	
<p><b>Karen Walker</b>, Managing Director                      e: <a href="mailto:kwalker@scscapital.com">kwalker@scscapital.com</a>                      p: (312) 759-1040 Chicago                      3 years at SCS                      Role: Lead Banker, Ratings Strategist</p>	
<p><b>Sewon Kim</b>, National Head of Transportation                      e: <a href="mailto:skim@scscapital.com">skim@scscapital.com</a>;                      p: (646) 755-4859 New York                      1 year at SCS                      Role: Transportation Industry Expertise</p>	
<p><b>Greg Tijerina</b>, Senior Vice President                      e: <a href="mailto:gtijerina@scscapital.com">gtijerina@scscapital.com</a>;                      p: (646) 775-4844 London;                      12 years at SCS                      Role: Structuring and Quantitative Analysis</p>	
<p><b>Phillip Wasserman</b>, Senior Vice President                      e: <a href="mailto:pwasserman@scscapital.com">pwasserman@scscapital.com</a>;                      p: (646) 775-4873 New York                      1 year at SCS                      Role: Structuring and Quantitative Analysis</p>	
<p><b>Emina Kohbiljar</b>, Associate                      e: <a href="mailto:ekobiljar@scscapital.com">ekobiljar@scscapital.com</a>;                      p: (646)775-4857 New York;</p>	



1 year at SCS  
Role: Quantitative Support

**Russell Richey**, Analyst  
e: [rlichey@scscapital.com](mailto:rlichey@scscapital.com);  
p: (312) 759-1040 Chicago;  
1 year at SCS  
Role: Quantitative and Transaction Support

**Underwriting Team**

**Sherman Swanson**, Managing Director  
e: [sswanson@scscapital.com](mailto:sswanson@scscapital.com)  
p: (510) 645-2277 Oakland  
20 years at SCS  
Role: Lead Underwriter

**Andrew Gurley**, Managing Director  
e: [agurley@scscapital.com](mailto:agurley@scscapital.com);  
p: (646) 775-4872 New York;  
6 years at SCS  
Role: Underwriter

**Richard Stack**, Managing Director  
e: [rstack@scscapital.com](mailto:rstack@scscapital.com);  
p: (646) 775-4862 New York;  
3 years at SCS  
Role: Trading

**Sean Duffy**, Managing Director  
e: [sduffy@scscapital.com](mailto:sduffy@scscapital.com)  
p: (646) 775-4863 New York  
12 years at SCS  
Role: Sales and Distribution

**MARKETING PERSONNEL.** SCS' experienced sales team provides in-depth coverage of a highly developed institutional market, including second- and third-tier institutional buyers, and an extensive professional retail network. Sean Duffy, our Sales Manager, brings 34 years of marketing expertise. Mr. Duffy leads a team of 20 sales professionals. Our sales force will be fully engaged and will leverage their knowledge of the Tollway's credit profile as well as their knowledge of investor expectations, market trends, optimal bond structuring and timing to deliver the best pricing execution to the Tollway. SCS' two underwriters, Andrew Gurley and Sherman Swanson have over 58 years of combined experience in the public finance industry. On our book-running senior managed transactions, SCS has demonstrated a unique ability to strategically structure and market bonds to existing investors that have capacity and appetite for additional bonds, as well as to new investors, thereby expanding the issuer's investor base. Our sales and underwriting team will strive to expand the Tollway's buyer base and aggressively price the Tollway's bonds.

3. References for three transactions within the past twelve months.

Please refer to Tab 9 for our list of references.

4. Planned Changes.

To the best of our knowledge, the firm does not anticipate any planned changes or initiatives that could significantly change any of the information provided regarding the firm and its personnel.

**Tab 5: Financial Capacity**

1. Provide your firm’s total capital and uncommitted excess net capital as of each of the most recent quarter ends available and the most recent two fiscal year ends available. As of each of those dates, specify any limitations that existed on utilizing such capital for public finance.

**CAPITAL POSITION.** SCS’ capital is available and dedicated to the underwriting of municipal bonds. There are no restrictions on capital or any currently existing prior commitments that would limit our ability to underwrite the Tollway’s debt. The firm regularly risks its capital to benefit issuers in the primary market—leveraging our capital effectively to support transactions. As of December 31, 2016, Siebert’s total capital

Siebert Cisneros Shank’s Capital Position				
(in thousands)	12/31/2016	9/30/2016	6/30/2016	12/31/2015
<b>Total Capital</b>	<b>\$21,784</b>	<b>\$22,550</b>	<b>\$18,932</b>	<b>\$22,551</b>
<b>Uncommitted Excess Net Capital</b>	<b>\$17,242</b>	<b>\$18,006</b>	<b>\$18,974</b>	<b>\$18,492</b>

is \$21.8 million. In addition to the capital figures listed above, SCS has access to a \$25 million line of capital from National Financial Services (requires FINRA approval). Based on our capital position as of December 31, 2016, SCS is capable of underwriting, as sole manager, a bond issue of over \$603 million, under the Securities and Exchange Commission’s net Capital Rule 15c3-1 for “when as and if issued” transactions (excess net capital + NFS Loan/7%). Our firm has successfully senior managed large transactions for municipal issuers, demonstrating our ability to handle the liability typically assumed by the senior manager, as evidenced by our position as the #3 ranked senior manager for average deal size in 2016, 2015, and 2014. The table provided below highlights a selection of recent senior managed transactions in which we utilized our capital to ensure a successful sale at the best possible price for our clients.

Issuer	Sale Date	Par Amount (\$MM)	Taken Into Inventory (\$MM)	Taken Into Inventory (%)
Ravenswood City School District	Dec-16	\$16.000	\$1.985	12.41%
Port Arthur Independent School District	Oct-16	83.190	3.490	4.20
Round Rock Independent School District	Oct-16	96.105	23.970	24.94
State of Connecticut Special Tax Obligation	Sep-16	868.265	84.000	9.67
Dallas County, TX Certificates of Obligation	Aug-16	167.900	4.420	2.63
Los Angeles Department of Water & Power	May-16	275.000	6.590	2.40
City of New Haven, CT GO	Aug-15	46.700	5.180	11.09
City of New York GO	Jul-15	750.000	68.000	9.07
Miami-Dade County, FL (Jackson Health Syst)	Jun-15	205.400	17.485	8.51
NYS Environmental Facilities Corporation	Jun-15	219.800	17.000	7.70
Laredo Independent School District	May-15	68.600	15.800	23.00
State of Connecticut General Obligation	May-15	500.000	17.000	3.40
New York State Dormitory Authority	May-15	268.825	8.640	3.21

**Tab 6(a): Technical Approach –Structuring**

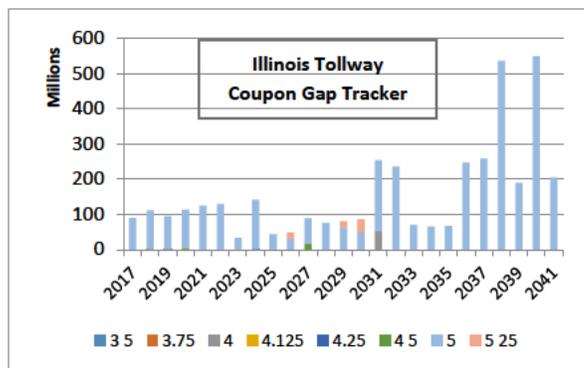
1. Identify and describe recommendations and strategies your firm would propose to best position the Tollway to achieve a favorable cost of borrowing during the years 2017-2021 on its estimated \$1.6 billion of projected new money bond issuance (per the schedule included in section D.3 of this RFP). Describe any challenges you foresee with respect to your recommendations.

**PORTFOLIO APPROACH TO FINANCING PLAN.** We believe it is important to view financing structures not merely from an individual debt issuance perspective but to adopt a portfolio approach – examining the impact of the financing alternative from the long term perspective of how best to manage the overall debt portfolio including the Tollway’s projected future issuances. To that end, SCS developed a multi-year capital planning model based on inputs from the latest T&R study and incorporated the Tollway’s existing debt profile as well as market conditions. The model is designed to optimize the future planned debt structures based on numerous variables and factors such as interest rates, shape of the yield curve, bond proceeds, debt service coverage, DSRF deposits, and other factors. The Tollway’s current debt portfolio presents several opportunities to manage debt service requirements over the forecast horizon, including through deferring principal on new money bonds. In accordance with the Tollway’s Amended and Restated Trust Indenture and Debt Management guidelines and based on the RFP information, minutes and presentations on the Tollway website, credit rating agency reports and the Tollway’s debt profile, we developed a plan of finance for the next five years of the *Move Illinois Capital Program* that seeks to accomplish the following goals:

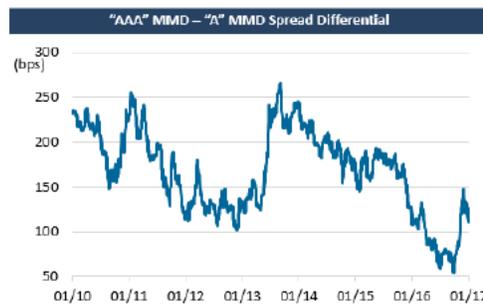
- Achieve the lowest possible overall cost of borrowing for the Tollway
- Maintain current AA-category ratings and 2.0x minimum debt service coverage (DSC) levels
- Minimize interest rate risk, while maximizing future structuring and refinancing flexibility
- Maximize liquidity, including cash available for projects

With these goals in mind, SCS’ recommended plan of finance provides a financially conservative approach to execute the debt-financed component of the *Move Illinois Capital Program*. While market movements will cause different structures to be more attractive over time, in the current market, we recommend the Tollway issue traditional fixed rate tax-exempt bonds with either a delayed level debt service amortization or potentially a deferred wrapped structure to take advantage of relatively low long-term interest rates. Our additional new money financing recommendations include:

**Offer Alternative Coupons and Call Features** - To broaden investor demand and diversify the Tollway’s debt portfolio, the Tollway should evaluate the efficacy of selling its fixed rate bonds with a shorter call period than the standard 10-years, such as in 2022, to provide additional flexibility and to match with years that the Tollway currently has a minimal amount of callable bonds. In addition, given the amount of bonds that will be issued, offering multiple coupons can be used to attract various investor types. In the new higher interest rate environment, callable 5% or 5.25% coupon bonds are more attractive to investors because they are defensive and provide price protection. Given the Tollway’s predominance of 5% coupons (as shown in our adjacent Coupon Gap Tracker analysis), we would evaluate the costs of sub-5% coupons on a yield-to-maturity and option adjusted yield basis.



**Subordinate Lien Considerations** - A subordinate lien bonds can be an effective way to protect the Tollway’s senior lien ratings and achieve a low all-in cost of funds during this unique periods in which credit spreads are relatively tight. Just as the Tollway maintains an internal policy of 2.0x for debt service coverage on the senior lien bonds, it could also include an internal policy



of meeting a 1.50x coverage level for its junior lien bonds. The advantages of issuing subordinate lien debt must be weighed against the cost of issuing debt at the lower lien which, if structured appropriately, could achieve ratings only one notch below the Tollway’s Aa3/AA-/AA- rated senior ratings. As the adjacent graph shows, although credit spreads widened in the second half of 2016, they are still narrow on a historical basis. In the current market, we would estimate this spread to be approximately 10 basis points for Tollway bonds. From a market perspective, investors tend to reach for yield in the current market environment and are willing to pay more to get access to the lower rated credit. This is particularly true for “A” and higher rated transportation credits.

A subordinate lien would provide an attractive all-in financing cost to the Tollway on a fixed rate basis but would also be a worthwhile consideration for the issuance of any variable rate debt or commercial paper, as discussed in further detail below.

**Commercial Paper (CP) Considerations** - Given the sizeable funding requirement of the Move Illinois CIP, SCS recommends the Tollway consider utilizing low-cost commercial paper as a source of interim financing for projects to meet construction cashflow requirements between its planned bond issuances. A CP program can be used to reduce negative arbitrage in the construction fund and further diversify the capital structure. As an example, if we compare a \$300 million fixed rate bond to a \$300 million CP issuance that the Tollway draws on for 12 months then subsequently refinances with fixed rate debt, the breakeven cost would be 33bps, so unless interest rates increase by more than that, the Tollway would be better off utilizing the CP strategy.

**Yield Curve Strategy-Medium Term Notes** - One strategy the Tollway can use to reduce interest cost is to sell Medium Term Notes (MTN). MTNs are short-term bonds (generally 3 to 10 years) that can be rolled/remarketed like BANs upon their maturity. MTNs, allow the issuer to sell shorter, lower yielding bonds, then refund them prior to maturity with longer dated debt. The end result is to achieve long term financing by rolling a series of shorter bonds, with lower yields and lower total debt service. The table below demonstrates how selling MTNs will likely save on financing costs for the Authority over the long run. The example compares conventional 20 year bonds (5% coupon, 10 year call) with a 10 year MTN (5% coupon). The medium term note has a shorter maturity, thus it sells for a lower yield (higher price). The long bonds and the MTN have the same debt service to call. As a result, the MTN is guaranteed to save money, unless interest rates rise above the above the breakeven rate. In the case of the 20-year bonds, a 10-year note would save the Authority money unless the ten year rates increase by 313 basis points by 2027. Rates have not been that high in over 20 years. Note that the issuance of medium term notes does not increase the life of the debt, as these bonds are sold in lieu of longer tenor bonds and are rolled to the final maturity of longer bonds that they replaced. An issuer can view these bonds as a type of variable rate bond, but instead of being sold in a daily or weekly mode and remarketed with a liquidity facility, the issuer locks in rates for several years, and remarkets via a current refunding.

Medium Term Note Breakeven					Breakeven Refunding Bond Yield	Market Refunding Bond Yield	Market Move to Breakeven
Structure	Maturity	Price	Yield	YTM			
20 Year Bond	7/1/37	111.180%	3.600%	4.170%			
10 Year MTN	7/1/27	117.147%	2.920%	3.002%	6.050%	2.920%	313

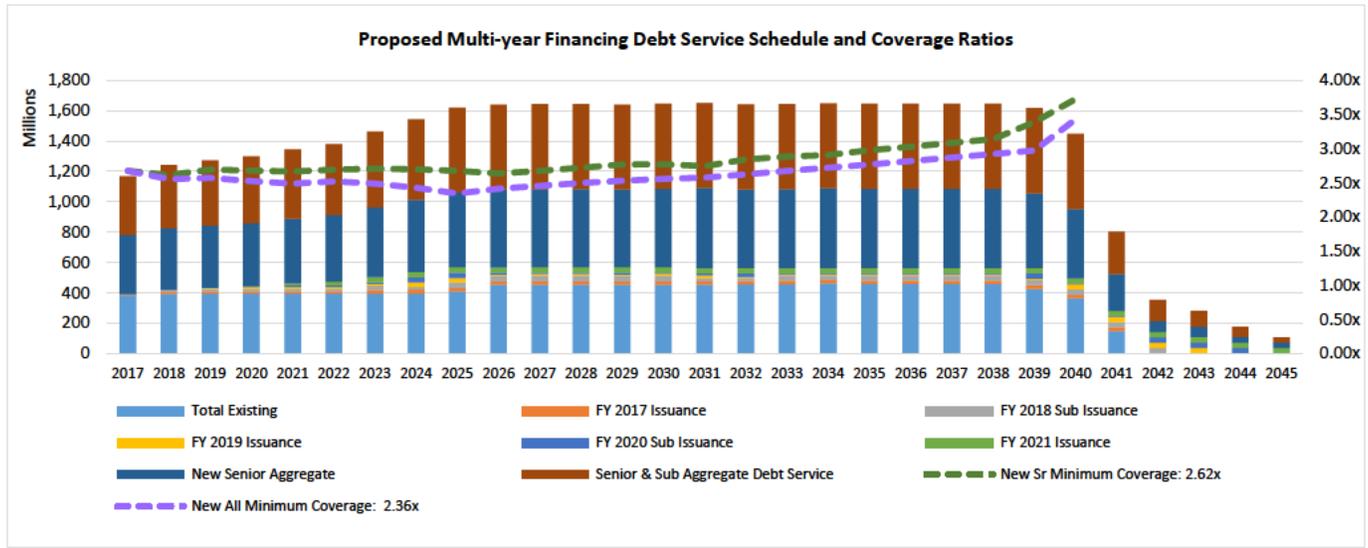
**STRUCTURING ANALYSIS AND PLAN OF FINANCE RESULTS.** In order to formulate the most advantageous combined financing structure, we began our analysis by developing a base case that utilized solely senior lien, fixed rate debt to maximize debt service coverage and minimize aggregate financing costs. Our two alternative cases include: 1) using of Medium Term Notes in the 2017 issuance to realize lower cost and debt service savings compared to Base Case, and 2) incorporating both the Medium Term Notes for the 2017 issuance and the Subordinate Lien for the 2018 and 2020 issuances to enhance senior lien debt service coverage of 2.61x relative to the 2.36x of our Base Case. In all of our structuring scenarios, we assumed that bonds will be delivered on July first of each year with rates unchanged through the life of the capital plan. As shown in the table, in the base case scenario, the \$1.6 billion in capital plan needs are produced by an aggregate par amount of \$1,517,630,000 which realizes an aggregate All-In TIC of 3.982%, maximum annual debt service of \$155,702,500, and a senior lien maximum annual debt service of \$555,461,128. When a Medium Term note is utilized in the first issuance of alternative two we realize a reduced par amount of \$1,513,045,000 and lower MADS is \$154 million.

As the table to the right demonstrates, the additional interest cost of utilizing subordinate lien debt on the aggregate capital

plan is a minimal 2.6 basis points (All-In-TIC) relative to the considerable 0.25x improvement in the minimum senior lien coverage achieved by excluding the 2018 and 2020 issuances from the lien (Alternative 3 vs Alternative 2). When viewing the Tollway's complete debt profile the coverage of both credits combined would remain the same as the base case. As such we would suggest consideration of issuing a portion of the Tollway's new money needs as subordinate lien debt and incorporating the MTN structure to take advantage of steepness of the yield curve to further lower borrowing cost.

Scenario	Summary Statistics		
	Base Case	Alternative 2	Alternative 3
MTNs	No	Yes	Yes
Subordinate 2018 & 2020 Issues	No	No	Yes
Par Amount	1,517,630,000	1,513,045,000	1,553,630,000
Arbitrage Yield	3.367%	3.357%	3.402%
All-In TIC	3.982%	3.978%	4.004%
Average Coupon	4.436%	4.448%	4.447%
Average Life (years)	18.788	18.718	18.727
Total Net Debt Service	2,782,585,750	2,772,787,459	2,847,395,264
Maximum Annual Net Debt Service	155,702,500	154,000,680	159,204,930
Maximum SR Annual Net Debt Service	555,461,128	555,461,128	527,814,989
Minimum Senior Lien Coverage	2.36x	2.36x	2.61x

The following chart demonstrates the amortization formulated in our recommended scenario along with the points of lowest coverage. The coverage ratios below are calculated until fiscal year 2040 and increase to 6x coverage or greater thereafter. As detailed below while the 2017, 2018 and 2021 issuances utilize either a deferred level debt service or partial level debt service structure, the 2019 and 2020 issuances utilized barbell-like structures.



2. Provide refunding recommendations and other strategies for managing the Tollway’s bond portfolio during the next five years, including regarding the Tollway’s \$1.2 billion of variable rate bonds, all of which are swapped to synthetic fixed rate.

**REFUNDING RECOMMENDATIONS.** As reflected in our combined new money and refunding analysis above, we recommend current refundings of the 2009 and 2010 Series bonds. Below we include the results for these refundings in isolation. Our analysis is based on the Tollway’s refunding parameters and assumes the appropriate current market rates for the assumed time of issuance, Aa3/AA-/AA- ratings and no change in the DSRF. Estimated changes required in the consolidated DSRF are reflected in our combined new money and refunding analyses. We include refunding results for uniform vs. upfront savings structures. The Tollway has an opportunity to achieve NPV savings estimated at \$17.8 million in aggregate for the two current refunding issues, assuming uniform savings.

**2009 Series A BABs** – The January 13, 2017 IRS private letter ruling (2017020009) provides two critical clarifications for current refundings of BAB issues: (1) unspent available project proceeds will not cause a BAB issue to lose its status retroactively when redeemed with tax-exempt bonds and (2) the BABs would not lose any subsidy paid for the period ending on the redemption date. The PLR also provides a roadmap for current refundings by indicating that proceeds of tax-exempt (refunding) bonds, the proceeds of the BABs held in a DSRF and any amounts held in a bona fide BAB debt service fund should be deposited into a defeasance escrow. These deposits would be released from the defeasance escrow within 90 days after issuing the tax-exempt refunding bonds. To the extent there are unspent BAB proceeds (net of DSRF proceeds), the Tollway would need to represent that it will use the unspent proceeds by a date certain and such proceeds will only be used to pay capital expenditures

Given this new information, SCS analyzed current and advance opportunities for the Tollway’s BABs. Given the size and low interest rates on the BABs, a crossover advance refunding would provide \$1.3 million lower NPV savings than a current refunding. Therefore the current refunding is recommended.

**2010 Series A-1** – This series refunded prior bonds and is therefore eligible for a current tax-exempt refunding within 90 days of the call date or an advanced taxable refunding. We analyzed both options. The taxable refunding generates \$4 million in PV savings; 1.5% of refunded par. We performed a hypothetical current refunding analysis assuming current market rates on respective call date. Given the current refunding results below, the should Tollway wait until the bonds are currently callable.

**Summary of Refunding Results**

Savings Type	Uniform	Upfront	Uniform	Upfront
Delivery Date	10/3/2018	10/3/2018	10/3/2019	10/3/2019
Refunding Par (\$)	72,655,000	73,185,000	235,385,000	237,705,000
Refunded Par (\$)	78,060,000	78,060,000	267,770,000	267,770,000
Refunded Maturities	Series 2009A BABs TX: 2020-2024	Series 2009A BABs TX: 2020-2024	Series 2010A-1: 2025-2031	Series 2010A-1: 2025-2031

All-In True Interest Cost	2.13%	2.14%	2.90%	2.94%
Average Life (years)	3.11	3.18	8.12	8.54
Escrow Yield	0.46%	0.46%	0.46%	0.46%
Negative Arbitrage (\$)	284,459	286,078	1,542,151	1,572,797
Cash Flow Savings (\$)	2,954,776	2,801,035	47,115,501	42,379,760
NPV Savings (\$)	2,756,240	2,732,707	38,599,628	37,528,198
NPV Savings (% of refunded par)	3.53%	3.50%	14.42%	14.02%

**DEBT PORTFOLIO MANAGEMENT STRATEGIES.** Our holistic approach to developing strategies for managing the Tollway’s debt portfolio over the next five years considers the remaining *Move Illinois* financing plan, potential additional financing needs, refunding opportunities, variable vs. fixed rate composition, and alternative bond structures and liens.

**Maintain Flexibility in Phasing Bond Issues** – The Tollway should continue to prudently adjust the phasing and timing of bond issues, and be prepared to defer or accelerate financings based on changing market conditions.

**Strategically Extract Refunding Savings** – Refunding savings can play a meaningful role in achieving targeted DSC levels as new money financings are layered in. The Tollway should evaluate advance refunding opportunities for bonds callable within two to three years of their call dates. For example, the 2013 Series A bonds callable 1/1/23 and the 2014 Series B bonds callable 1/1/24 should be considered for advance refunding starting in 2020 and 2021 respectfully. SCS has extensive experience in structuring refunding savings to meet specific goals. We offer a comprehensive advance refunding methodology that considers the efficiency, value and interest rate sensitivity of each candidate.

**Incorporate Lower Cost Structures and Junior Lien Bonds** – As previously discussed, the Tollway should incorporate lower cost short-term structures, such as MTNs and CP. We suggest the Tollway issue junior lien bonds to expand its bonding capacity, meet DSC targets and preserve/improve senior lien credit ratings.

**OPTIMIZE VARIABLE RATE PORTFOLIO.** The \$1.2 billion portfolio is conservatively structured – under 25% policy limit, 100% hedged; low swap contingent liquidity risk with no collateral posting and rating triggers two notches below current ratings.

**Fixed Rate Conversion:** SCS evaluated opportunities for the Tollway to convert synthetic fixed rate debt to standard fixed rate, eliminating swap related risks for minimal costs. To do this, we reviewed the swap portfolio and variable rate debt portfolios. The Authority’s variable rate debt is fairly efficient, with a low average liquidity cost. The swap portfolio, structured with SIFMA based, fixed payer swaps, is relatively illiquid and significantly out of the money.

The long dated SIFMA based structure of the swaps, combined with the efficient variable rate debt make converting a significant portion of the synthetic fixed debt inefficient. While currently, there does not appear to be any specific portion of the curve that can be fixed out with minimal costs, SCS will continue to monitor the swap portfolio for ways to reduce the exposure and / or generate savings. Estimated value of the Authority swaps are shown in adjacent table.

Bond Series	Swap Valuations (in \$million)				
	Current Notional Amount	Effective Date	Termination Date	Fixed Pay Rate	Est. Market Value
2007A-1	175.000	11/1/2007	7/1/2030	3.9720%	-33.9
2007A-1	175.000	11/1/2007	7/1/2030	3.9720%	-33.9
2007A-2	262.500	11/1/2007	7/1/2030	3.9925%	-51.4
2007A-2	87.500	11/1/2007	7/1/2030	3.9925%	-17.1
2008A-1	191.550	2/7/2008	1/1/2031	3.7740%	-32.4
2008A-1	191.550	2/7/2008	1/1/2031	3.7740%	-32.4
2008A-2	95.775	2/7/2008	1/1/2031	3.7640%	-16.1

Note: Swap values are estimates of mid market. Unwind cost of SIFMA swaps may differ.

**Cash Defeasance of Variable Rate Debt:** Though the Tollway has a strong liquidity position, the use of cash to defease variable rate bonds and fund swap termination payments would heighten rating agency concerns over the potential impact on liquidity from the remaining bond financings. However, the Tollway should continue to evaluate opportunities to allocate net increases in unrestricted cash and investments for such purpose.

**Diversification of Variable Rate Structure:** SCS recommends the Tollway diversify its variable rate portfolio by placing a portion thereof onto the new **“Clarity BidRate” platform**. The Clarity BidRate Alternative Trading System (Clarity) is a newly formed internet-based alternative trading system that provides a centralized marketplace and a competitive bidding process to set the periodic interest rate on municipal variable rate securities. Clarity serves as an alternative to the conventional remarketing agent role and gives investors direct pricing power through a competitive bid process along with the benefit of full market transparency. Clarity’s internet-based “open architecture” structure *lowers barriers of entry for all investors and creates a centralized transparent platform for broad-based distribution and precise execution*. Clarity launched its first financing in 2016 and weekly bond VRDB rates have begun to be re-set on the Platform. Currently 21 investors participate, including: 3 large money market funds, 3 large asset managers, 3 dealers, 2 banks, 3 global investment advisors, 5 hedge funds, 1 municipal

government, and 1 corporation (cash manager). Investors are becoming accustomed to managing their orders on the system. Clarity has rapidly achieved parity with conventional remarketed products.

**Other VR Considerations - Credit Facilities:** Five of the 9 existing credit facilities will have been renewed or replaced by Feb 3<sup>rd</sup>. For the remaining four facilities – all due Mar 17<sup>th</sup> - we recommend the Tollway continue to diversify the pool of credit providers, using the most highly rated providers available, i.e. consider securing separate facilities for the 2008 A-1a and the 2008A-2, etc. The planned 2-5 year terms for the four facilities is prudent and avoids the need to negotiate all four facilities at the same time. **Asset: Liability Match:** notwithstanding the swap agreements, we evaluate the Tollway's asset-liability match. Based on the Tollway's \$2B investment portfolio (FYE15) with \$1.8B maturing in less than 1 year, the current asset: liability match is reasonable. **Rating Thresholds:** the rating agencies typically consider up to 20% unhedged variable rate debt as manageable. Based on the current schedule of new money financings, the Tollway's fully hedged variable rate portfolio will be reduced to 20% by FYE17 and 16% by FYE21. This planned reduction should be highlighted with the rating agencies.

3. Provide descriptions of two or three recent examples of municipal financings that demonstrate your firm's creative skills and services for the benefit of its municipal clientele, as relating to the structuring and underwriting of a bond financing.

**\$313,990,000 Pennsylvania Turnpike Commission ("PTC"),  
Oil Franchise Tax Revenue Refunding Bonds, Series 2016A (Senior) and Series 2016B (Subordinated)**



- On Aug 2, 2016, SCS priced the above referenced transaction, which represents our 5<sup>th</sup> PTC transaction since 2009. The issue represents PTC's first Oil Franchise Tax ("OFT") financing since the Commonwealth took actions under Act 89 to increase funding for transportation infrastructure including, the elimination of the cap on the average wholesale price per gallon, which is used to calculate OFT collections. The bonds are rated Aa3/AA/AA- by Moody's, S&P, and Fitch
- In the months prior to pricing, SCS worked with PTC to monitor the market and dual track both a forward delivery transaction to price as early as June and the original schedule of an August pricing to current and advance refund outstanding OFT Revenue Bonds with a September closing. SCS worked with PTC and its advisors to evaluate the OFT swap portfolio and subsequently assisted in moving the existing basis swaps to other bonds, so PTC could effectively refund the bonds originally tied to the swaps
- SCS created an electronic investor presentation which was viewed by 39 investors, 14 of which placed \$484 million orders (50% of the total institutional orders). Prior to pricing, SCS worked with several investors to achieve credit approval and answered multiple questions from key investors that participated in the transaction
- The deal priced during a heavy supply week, with \$11.5B in volume and more than 30 deals over \$100mm. On the pricing day, the tone was negative; other deals widened by up to 10 bps prior to pricing - MMD reads showed up to 5 bp cuts. SCS entered the market with spreads more aggressive than the consensus scale and by the end of the order period, nearly \$1.1 billion in priority orders had been placed, with priority orders ranging from 1.97x to 7.49x par offered for 2016A and 2.18x to 5.37x on the 2016B. As a result, spreads were reduced across the board from 2 to 7 bps. Received orders from 50 investors, including 6 that were not holders of PTC's bonds nor were they required to report and 7 investors were noted to be holders of the bonds to be refunded
- Spreads were tighter than on comparable maturities in the 2013 OFT transaction, by 7-14 bps on the Senior Bonds and 10-19 bps on the Subordinated Bonds. The 15-year Senior Bonds priced at +42 bps and Subordinated Bonds priced at +66 bps; on top of where PTC priced its Senior Mainline (A1/NR/A+) credit in June 2016. The transaction achieved a **favorable all-In TIC of 2.51%, allowing the Commission to achieve NPV of \$62.2 million, or 16.92%** of the refunded bonds

**\$868,265,000 State of Connecticut,  
Special Tax Obligation Bonds ("STO"), 2016 Series A and B**



- On Sept. 13, 2016, SCS priced the above referenced transaction which represented SCS' 11<sup>th</sup> senior managed transaction for the State, with issuances totaling \$5.1B, and the largest STO issuance in the credit's 30-year history
- SCS used linear optimization software - "What's Best"- to assist the State in structuring the refunding issue in order to meet several financial objectives, including targeted refunding savings in specific years and generating no negative cash flow in any year on a budgetary basis. The STO has 1/6<sup>th</sup> and 1/12<sup>th</sup> P&I retention requirements and "budgetary" annual debt service costs, (based on retention), differ from the actual debt service paid during the fiscal year
- SCS assisted the State in creating its rating agency presentations. The Bonds received ratings of Aa3/AA/AA- by Moody's, S&P, and Fitch, respectively. SCS assisted the State in drafting its investor presentations and facilitated one-on-one investor calls with State representatives. We assisted in executing an aggressive pre-marketing campaign that included print, online and e-mail advertisements. SCS introduced the State to the option of "active" online ads that allowed investors to input their

name and email address directly into the ad so they could receive more information on the STO bond sale. This option allowed the State to continue to build its database of investor email addresses

- In the days leading up to pricing, the market experienced a sell-off, with MMD increasing by between 2 and 7 bps in the two days prior to pricing. The market tone was cautious in anticipation of the week’s \$12.9B new issue calendar. Despite a significantly weak market, the SCS-led syndicate generated orders amounting to 16% (\$136.2 million) of the transaction during the retail order period, 81% of which were placed by Connecticut retail investors. Coming into the morning of the institutional order period, there was a weaker tone in the market following the previous day’s MMD increase of 2-3 bps. SCS recommended widening spreads 1-6 bps. While the transaction received over \$1.7 billion in total orders, including \$976 million of priority and \$137 million of retail orders, many of the shorter maturities still had significant balances left.
- SCS recommended increasing spreads 1-3 bps in the 2020-2027 maturities (MMD reads had rates increasing 2-4 bps) and eliminating the Series B 2020 and 2022-2026 maturities to avoid further increasing spreads. In order to maintain pricing levels, SCS agreed to underwrite \$84 million of the remaining balances (9.7% of the total issuance) in years 2022-2026
- Final spreads were actually as much as 5 bps tighter (+45 in 2036) than the initial institutional pricing spreads. The transaction achieved an **attractive all-in TIC of 2.80% and the 2016 Series B refunding bonds generated over \$9 million in PV savings (11.9% of refunded par)**

**\$850,000,000 New York State Thruway Authority,  
 General Revenue Junior Indebtedness Obligations, Series 2016A**



- On May 5, 2016 Siebert Cisneros Shank (“SCS”) successfully served as Co-Coordinating Senior Manager for the New York State Thruway Authority’s General Revenue Junior Indebtedness Obligations, Series 2016A
- The transaction was a historic undertaking related to the financing of the “New NY Bridge,” a state-of-the-art, twin-span replacement for the 3.1-mile Tappan Zee Bridge
- The New NY Bridge is part of a \$4 billion project that is the culmination of over 16 years of work
- SCS worked with the Authority, the Financial Advisor, and the Book-Running Senior Manager to structure and market the financing; the Bonds had a 40-year final maturity due to the project’s long life
- SCS’ primary responsibilities included the design and execution of the Investor Presentation and an analysis of the benefit and cost of bond insurance. The Presentation, which was viewed over 75 times, and gave overviews of the Thruway, the New NY Bridge, a financial update, and the transaction itself, among other information
- The Transaction priced during an especially strong calendar week for the Municipal Market during which benchmark municipal yields were lowered by up to 8 basis points amid positive technicals and weak global data.
- Over 100 investors placed orders for the Bonds and SCS was able to submit \$172 million in orders, over \$71 million of which were priority orders. The amount of total orders well exceeded our liability of 10%.
- Because of the large amount of orders generated by SCS and the other underwriters, the Authority was able to tighten spreads in maturities totaling \$849 million of the \$850 million offered. Spreads were up to 13 bps lower than the Preliminary Pricing scale. On a par-weighted average basis, spreads were lowered by 7.67 bps during repricing.

4. Provide your firm’s ideas on how best to conduct a negotiated sale.

**APPROACH TO CONDUCTING A NEGOTIATED SALE.** Based on current market conditions and credit ratings, SCS recommends the underwriting syndicate composition shown in the table for an assumed \$300 million senior lien fixed rate issue with 15-25 year maturities. The “group net” priority of orders allows issuers to compensate each member of the underwriting team at a level commensurate with their respective liability, largely regardless of their actual performance on the transaction. In terms of fairness, should

Role	#	Liability per Firm
Senior	1	40%
Co-Senior	2	15%
Co-Manager	6	5%

the Tollway chose to reward firms that work more aggressively to market the Tollway’s bonds, a “net designated” priority of orders is designed to accomplish that goal. The net designated structure can be tailored to ensure that no single firm receives all or a majority of the benefits and to meet any additional participation goals. For a net designated priority of orders, we would recommend the following parameter: no more than 40% to the senior manager; at least four firms must be designated; minimum designations of at least 10%. The Tollway may incorporate any specific minority/women/veteran owned firm goals by also stating that at least one such firm must be designated. As senior manager for the Tollway, SCS would seek to meet or exceed each of the Tollway’s specific goals and effectively manage the underwriting team using either a group net or net designated policy.

**Tab 6(b): Technical Approach – Marketing**

1. Provide a marketing plan for Tollway bonds, assuming a \$300 million senior lien fixed rate bond issue with maturities in years 15-25, which capitalizes on your firm’s marketing strengths to help broaden the market for the Tollway’s bonds.

Siebert Cisneros Shank’s marketing plan for the Tollway’s bonds capitalizes on the strength of our national distribution network and our expertise in marketing and distributing transportation bonds. We have proven success in expanding the buyer base and delivering the lowest possible all-in cost of funds for our clients.

**SCS DISTRIBUTION CAPABILITIES.** Our firm offers the Tollway a highly effective institutional, taxable and retail distribution network. Unlike most of our competitors, we maintain full service underwriting, sales and trading teams on both the east and west coasts. In addition to our coverage of top tier institutional investors, we maintain relationships 2<sup>nd</sup> - 4<sup>th</sup> tier buyers, who often play a key role in difficult markets - placing orders with SCS based on the ongoing coverage of our sales force. In addition, we have repeatedly demonstrated our leadership in structuring and managing syndicates to maximize retail orders. The breadth and depth of our buyer coverage sets us apart from other public finance firms and allows us to penetrate a broader spectrum of buyers geographically and across sectors. Our capabilities are summarized below.

<b>INSTITUTIONAL DISTRIBUTION</b>
<ul style="list-style-type: none"> <li>• Active coverage of 500+ top tier buyers nationwide, including mutual funds, insurance cos, corporations, trust departments, “cross-over” buyers, and investment advisors – represent 75% - 85% of total municipal market</li> <li>• Relationships with 1,000+ largest, most established 2<sup>nd</sup> and 3<sup>rd</sup> tier buyers, including professional retail buyers</li> <li>• Strong relationships with 4<sup>th</sup> tier Midwest based buyers</li> <li>• Underwriting, sales and trading operations comprised of 27 employees in NYC and Oakland, CA</li> <li>• Sales Manager and Head Trader bring more than 67 years of combined experience</li> <li>• Entire team has an average of more than 20 years of industry experience</li> </ul>
<b>ENHANCED TAXABLE DISTRIBUTION</b>
<ul style="list-style-type: none"> <li>• Enhanced distribution through Siebert Capital Markets (acquired in 2014), which has participated in over \$1 trillion of global debt and equity offerings for many Fortune 500 companies</li> <li>• The acquisition has proven beneficial to our transportation issuers because the two entities, now joined, offer significant synergies for clients, particularly for taxable “cross-over” investors</li> </ul>
<b>RETAIL DISTRIBUTION</b>
<ul style="list-style-type: none"> <li>• Distribution through “retail conduits”, including Separately Managed Account managers, money managers, investment advisors, and other conduits - often generate 75% or more of retail orders</li> </ul>

**SCS MARKETING PLAN.** Our marketing plan for the Tollway is tailored based on an assumed \$300 million senior lien fixed rate issue with bonds maturing in years 15-25. In addition to the bond structure, market conditions and credit ratings inform our target buyer list and strategies for reaching those buyers. For illustrative purposes, we assume current market conditions. Based on our assessment of the Tollway’s credit profile, discussed below, we assume Aa3/AA-/AA- ratings.

**Credit Ratings –** The Tollway is well positioned as one of the strongest and most attractive credits in the Illinois municipal market. Significant increases in FY15 revenues and net position (pre GASB restatement) have enhanced the Tollway’s overall credit profile. It will be important for the Tollway to continue to demonstrate that the additional debt planned for the *Move Illinois* program is affordable. The \$1.6 billion in 2017-2021 borrowings will increase the Tollway’s outstanding debt by 27%. Rating agencies and investors will scrutinize the projected growth in toll revenues and DSC levels. The approved toll rate increases represent a key mitigating factor for the planned increase in leverage. The Tollway should also continue to outline the operational and budgetary benefits of *Move Illinois*.

While the rating agencies have suggested a “wait and see” approach to rating upgrades, depending on the timing for the next financing, the potential for a change in outlook from stable to positive should be explored. Our approach to securing the highest possible ratings/outlook centers on effectively demonstrating the improvements in the Tollway’s finances, operations and capital plan implementation while clearly outlining mitigating factors for the challenges raised. We propose the Tollway take a proactive approach by contacting credit analysts in advance of the rating requests. It is prudent to have regular calls to brief analysts before major announcements that may impact the credit profile. SCS will assist in developing comprehensive rating presentations tailored based to the metrics used by each of the agencies. A brief summary of the Tollway’s credit profile follows.

STRENGTHS	
<b>System</b>	Essential service provider; large diverse integrated 292 mi system with 1.6mm daily drivers, key congestion reliever; expanded system with initial segment of new Route 390 and I-90 widening
<b>Management</b>	Seasoned team with strong track record; proven ability to raise tolls; long-term planning approach; approved toll increases for <i>Move Illinois</i> ; customer focused - 75% of revenue reinvested in the system; major projects completed on time and on budget; controls over electronic toll collection and enforcement ; FY17B cost controls and efficiencies including headcount reduction
<b>Operations</b>	Strong 63-yr operating history; primarily commuter-based; inelastic demand; low seasonality; annual increases in total transactions 2013-2017B; good metrics—outperforming peers in key areas
<b>Financials</b>	Self-supported-no State exposure; strong liquidity. <b>FY15:</b> increases in toll revenue, toll evasion recovery revenues, pre GASB net position. <b>FY16E:</b> 6.5% rise in revenue; <b>FY17B:</b> 6% rise in revenues
<b>Capital Plan and Debt</b>	<i>Move Illinois:</i> improves mobility, relieves congestion, reduces pollution, creates jobs (120k) and links Midwest economies; no further rate increases needed; innovative/state-of-the art projects—ITS/new SmartRoad, all electronic roadway. CRP: final stage of successful implementation; Debt: historical and projected DSC; 2.5x/2.6x DSC-FY16E and FY17B; projected DSC exceeds 2.3x thru 2021; solid legal provisions and flow of funds; no unhedged floating rate debt; low swap risk; conservative 25-yr final maturity; manageable pension costs
CHALLENGES AND MITIGANTS	
<b>Capital Plan and Debt</b>	Size of planned increase in leverage – mitigated by strong projected DSC (>2.3x), very strong liquidity, approved toll rate increases, prudent phasing of bonds over; >60% paygo level; proven project implementation track record. Moody's: Impact of traffic growth on capacity and DSC – mitigated by expansion plans and ability to adjust plan as needed; Slow economic recovery – mitigated by strong projected FY16 and FY17 transaction growth; Variable rate and swap exposure – mitigated by low risk swaps; Increasing pension costs – mitigated by manageable budget impact

In addition to a well-orchestrated rating presentation, active communication with each of the rating analysts throughout the ratings process is recommended to ensure timely response to questions and requests for additional information. In terms of the specific rating agencies, Moody's, S&P and Fitch are the most beneficial to the marketing efforts.

**Peer Analysis** - As discussed in more detail below, we believe that a targeted outreach to potential investors through one-on-one meetings and conference calls will allow the Tollway to positively differentiate itself from its peers, ultimately leading to a lower cost of borrowing. As a means of accomplishing this, the Tollway could provide a comparative analysis, such as the one shown below, that accentuates its credit strengths relative to other toll road credits.

	IL Tollway	FL Turnpike	Harris County Toll	ME Turnpike	KS Turnpike	OK Turnpike	OH Turnpike	PA Turnpike	NY Thruway	NJ Turnpike
	Aa3/AA-/AA-	Aa2/AA/AA	Aa2/AA/NR	Aa3/AA-/AA-	Aa3/AA-/NR	Aa3/AA-/AA-	A1/A+/A+	A1/NR/A+	A2/A/NR	A2/A+/A
<b>Ratings</b>										
<b>Key Financial Statistics</b>										
Assets (\$MM)	10,181.26	10,649.33	3,454.43	750.25	767.61	1,728.12	2,284.71	7,794.29	8,163.86	13,650.58
Total Debt (\$MM)	5,784.17	2,777.16	2,245.89	404.16	207.03	949.4	1,593.35	10,059.05	4,892.48	10,786.92
Unrestrc. & Discr. Reserves (\$MM)	938.21	854.69	893.33	145.52	168.04	132.07	141.32	489.97	392.49	704.2
Net income (\$MM)	890.58	717.25	544.04	77.55	69.72	178.02	201.35	633.59	383.31	1,208.70
<b>Sector Ratios</b>										
Debt ratio (%)	60.9	25.1	67.8	57.9	27.6	54.2	70.1	147.4	60.9	79.1
Debt per Transaction (\$)	6	3	4	5	5	4	27	50	17	16
Debt per Roadway Mile (\$MM)	18.33	5.29	16.36	3.71	0.88	1.17	5.91	18.52	7.66	30.6
Debt to Operating Revenues (x)	4.7	3.1	3.3	3	1.9	3.7	5.2	9.6	6.7	6.6
Days Cash on Hand	976.4	1,755.50	1,949.00	936.9	1,518.40	563.6	464.1	393	414.3	510.5
Senior lien DSC (x)	2.5	2.8	4.3	2.4	3.1	1.9	3.4	2.9	1.6	1.8
Aggregate DSC (x)	2.5	2.6	2.6	2.2	3.1	1.9	2.1	1.3	1.6	1.8
<b>Operational Ratios</b>										
Total Transactions (MM)	881.62	767.89	485.44	79.22	37.93	177.28	53.39	198.26	259.71	628.92
Total Transactions Ann. Growth (%)	5.2	11.2	9.5	5.3	4.9	6	4.1	3.1	3	3.8
Passenger Transactions (%)	88.2	95.8	96.7	90.7	88.3	91.4	78.9	86.2	88.7	93.7
<b>Bond Covenants</b>										
Additional Bonds Test	1.30x	1.20x	1.25x	1.20x	1.25x	1.20x	1.50x	1.30x	1.20x	1.20x
DSRF Requirement	MADS	3-Prong Test	AADS<x<MADS	50% of MADS	MADS	3-Prong Test	MADS	MADS	MADS	MAI
Rate Covenant	1.30x	1.20x	1.25x	1.20x	1.25x	1.20x	1.20x	1.30x	1.20x	1.20x

Note: Reflect most recent Moody's metrics as of 2015, PA Turnpike reflects metrics as of 2016  
Sources: Moody's MFRA, ratings reports, and official statements

**Targeted Buyers** – SCS' refined approach to identifying the widest range of likely buyers for the Tollway's bonds leverages our vast and deep buyer relationships and proprietary marketing tools. Using our extensive potential buyer listing, we will pinpoint specific buyers based on our knowledge of their appetite and preferences. We begin by identifying current holders of the Tollway's bonds and comparing the current holder listing to holders of comparable bond issues. Our banking team seamlessly integrates methodical credit analysis into our distribution networks to find investors that have the highest incentive to submit aggressive bids. Our goal is to broaden the Tollway's investor base and leverage participation from new and existing "anchor" buyers to drive competition and reduce pricing spreads. Expanding the buyer base will prove beneficial for the remaining *Move Illinois* financing program. Key investor targets for the Tollway's bonds are detailed below.



Illinois Tollway Current Bond Holders by Coupons																
Coupon	Vanguard	Nuveen	PineBridge	BlackRock Inv. Mgmt	Capital Re	Fidelity	Wellington	Prudential	State Farm	Alliance Bernstein	PIMCO	Deutsche Asset	T Rowe	BlackRock Financial Mgmt	BlackRock Fund Advisors	Nationwide
4.00	185			20,000								500	8,500			
4.50					6,000											
5.00	272,524	243,642	176,875	156,128	137,815	122,500	18,669	63,151	25,000	96,705	33,910	63,075	58,492	39,934	45,158	31,000
5.25											9,750	10,000				
5.29							1,000		25,000					4,510		
5.50	20,050				18,210				50,000		19,000		6,500		4,050	
5.85	3,000	1,670					5,092	25,364			10,525				240	16,600
6.18	11,470	13,415					75,617	13,203		319	23,016		765	10,584	1,880	5,000
<b>Total</b>	<b>307,229</b>	<b>258,727</b>	<b>176,875</b>	<b>176,128</b>	<b>162,025</b>	<b>122,500</b>	<b>100,378</b>	<b>101,718</b>	<b>100,000</b>	<b>97,024</b>	<b>96,701</b>	<b>81,575</b>	<b>65,757</b>	<b>55,028</b>	<b>51,328</b>	<b>52,600</b>

Illinois Tollway Current Bond Holders by Maturity - Years 15 to 25																
Maturity Year	Vanguard	Nuveen	PineBridge	BlackRock Inv. Mgmt	Capital Research	Fidelity	J.P. Morgan	Prudential	Wellington	Alliance Bernstein	PIMCO	Deutsche Asset	Wells Capital	T Rowe	BlackRock Financial Mgmt	Nationwide
2032	18,240	2,070		10,240	1,000	17,000	333		1,183	22,485	9,000	2,333	815		2,133	
2033	42,900	10,110			20,410		800		1,113	1,800	22,800		250	6,500	863	
2034	32,020	17,585	2,100	9,140				38,567	80,709	2,319	33,541			765	10,584	21,600
2035	2,060	10,022	5,000		3,055					2,000		12,300				
2036	11,188	11,000	20,000	20,000	4,000				438	9,400		7,500	438			11,000
2037	11,375	17,044	36,025	21,025	3,400		850	10,850				850		5,000	1,350	
2038	10,375	52,145	22,400	35,898	36,930	20,000		22,625			1,285	1,285	900	900		
2039		13,000	17,250		3,000		750	7,750	63		25	750	2,500		775	
2040	25,150	71,156	26,000	49,700	14,500	47,500	2,250	17,350		21,150	18,600	2,250			2,250	
2041		5,165	13,600	4,875	22,000	33,000		3,000					3,542	35,167		
<b>Total</b>	<b>307,229</b>	<b>258,727</b>	<b>176,875</b>	<b>176,128</b>	<b>162,025</b>	<b>122,500</b>	<b>119,820</b>	<b>102,793</b>	<b>100,378</b>	<b>97,024</b>	<b>96,701</b>	<b>82,650</b>	<b>68,372</b>	<b>65,757</b>	<b>56,103</b>	<b>52,600</b>

The table below lists a sample of targeted buyers (similarly rated surface transportation bondholders) that are not currently holding a significant portion of the Tollway's bonds. We would also target holders of similarly rated Illinois revenue bonds.

Non-Illinois Tollway Holders with Similar Ratings (AA- S&P)		
American National Insurance	Capital One Asset Management	Janus Capital Management
Babson Capital Mgmt	CIGNA Investments	Russell Investment Mgmt
Berkshire Hathaway Inc	Credit Suisse Asset Mgmt	Oppenheimer Investment Mgmt
Bessemer Trust Company	Hilliard Lyons Trust	OppenheimerFunds (Rochester)
BNP Paribas Investment	INVESCO Inc	The Travelers Companies

**Marketing Strategy** – Our strategy for the Tollway's bonds focuses on a coordinated investor education and pricing process. Our sales force will be deployed to ensure buyers have a thorough understanding of the Tollway's strong credit fundamentals. We recommend the Tollway post an electronic investor presentation simultaneously with the POS posting. We recommend posting the POS one to two weeks before pricing. We track municipal cash flows and update the forward municipal and economic calendars on a daily basis and based on current cash flows, June or July would be an optimal pricing timeframe. SCS will develop the initial pricing scale in conjunction with the Tollway, its financial advisors and syndicate members and provide the Tollway with access to the order book throughout the pricing period. Our pricing is bolstered by our clean balance sheet, which enables us to support reasonable pricing levels, underwrite unsold balances and actively trade bonds in the secondary market. We recommend closing two weeks after pricing, however - as we did for the Tollway's 2014 Series D refunding - SCS would explore shorter or longer closing dates, as needed. Other key components of our marketing plan are summarized below.

**INSTITUTIONAL MARKETING PLAN**

- **Ongoing Investor Education:** Use EMMA press releases to provide updates on capital projects like the new Route 390 Tollway, I-90 widening and I-294 and I-94 rebuild, as well as financial and operational statistics.
- **Biennial Onsite Investor Luncheons:** Host a luncheon every other year immediately preceding a bond issue so that investors can interact with management and see live progress on the capital plan via a guided tour.
- **Internet Roadshow:** Provide investors with a current snapshot of the Tollway's financial, operational and capital program as well as the proposed financing; serves as a key tool in differentiating the Tollway from other issuers.
- **One-on-One Calls:** Provide investors with the ability to ask questions that they may prefer to not ask in a group setting as well as an avenue to follow-up on specific questions and allay any concerns prior to submitting a bid.



- **Target Current Holders of Tollway Bonds:** Current holders represent potential anchor buyers that are likely to buy the bonds. These accounts can be used to solidify support for the transaction and create leverage with new buyers.
- **Target Holders of Similar Credits:** Expand the investor base by marketing to buyers of similarly rated surface transportation revenue bond transactions.
- **Target Buyers Based on Structure:** Identify and target holders of 15-25 year maturities of the Tollway's bonds and similarly rated bonds. Pinpoint holders of coupons proposed for the upcoming financing.
- **Maintain Pricing Date Flexibility:** Avoid pricing around large similarly rated transportation deals. Maintain flexibility based on changing market conditions. SCS' proprietary Market Cash Analytics enable the Tollway to target periods in which investor cashflow from maturing bonds, called bonds, and coupon payments, are the highest relative to supply.
- **Maintain Structuring Flexibility:** During pre-marketing, we suggest offering multiple coupon and call features that produce similar yield to maturities, but provide investors with a wide range of structures that may be optimal for their portfolio. Our proprietary Coupon Gap Tracker identifies existing coupons in an issuer's debt profile and in the market and allows us to target the gaps as areas of possible interest to investors. Investors are often willing to pay more for bonds with a coupon structure that does not currently exist. Also given the assumed 15-25 year amortization and depending on investor demand, the Tollway can also consider bifurcating serial bonds in the belly of the curve.
- **Additional Proprietary Tools** – "Every .01 Counts" Analysis, delivered daily to our investor clients, summarizes daily secondary market MSRB transactions of \$1 million or more and compares the yield on those trades to MMD, SIFMA, LIBOR, and U.S. Treasury. Unique in its tracking against all benchmarks and *viewed by investors as among the best trade re-cap products in the industry*. Bond Redemption Analytics tracks outstanding debt and informs the market as to the eligibility of bonds to be advance refunded as well as the propensity of the issuer to take advantage of refunding opportunities. This tool has *significantly increased the relative value awareness of investors* and can lead to an assignment of higher value and better pricing in the primary market for new money issues.

#### RETAIL MARKETING PLAN

- **Coupon Bifurcation:** Assess whether coupon bifurcation is necessary to attract retail investors
- **Retail Order Period or Priority:** Explore the need for a retail only order period or retail priority during the institutional order period. Under current market conditions, retail priority during the institutional order period is recommended.

**OTHER MATTERS.** Volatility - Volatility increased significantly after the presidential election and the Fed's December 14<sup>th</sup> 25bp rate hike. The FOMC projects three additional hikes in 2017 in addition to three additional hikes in both 2018 and 2019. As a rising interest rate environment and market volatility may become the "new normal", SCS' marketing plan outlined above incorporates our approach to a successful pricing – *maintaining flexibility to accelerate or postpone pricing if market volatility persists and consideration of alternative coupons and call features*. Tax Reform - The new administration and Congress have set the stage for historic tax reform and are pushing for plans that would lower tax rates, broaden the base, and repeal or restrict deductions and exemptions. As tax reform is debated and finalized, concerns about the US deficit due to tax reform could also put pressure on long-term US Treasury yields, with a lagging impact on tax-exempt yields. SCS will provide recommendations on any material changes expected to impact the financing.

**EXAMPLES OF SCS' MARKETING STRENGTHS.** We are proud of our ability to aggressively price transportation bond issues on a consistent basis at or through the pricing levels of our competitors. Recent examples of where we have successfully employed the recommended strategies and tools follow.

- Senior managed **Pennsylvania Turnpike Commission Series 2016A&B Bonds** where SCS sold bonds at tighter spreads in comparable maturities of its Series 2013 issue
- Senior managed **State of Connecticut Series 2016A&B Bonds** where SCS tightened spreads under difficult market conditions
- Senior managed **Los Angeles World Airports and Hartsfield-Jackson Atlanta International Airport**, where SCS sold bonds at the tightest spreads seen in recent year for each of these issuers, enabling them to achieve the lowest overall borrowing cost possible in the current market.
- Co- Coordinating Senior Manager for New York State Thruway Authority Series 2016A Bonds where SCS designed the investor presentation, which was viewed by more than 75 buyers, and analyzed the cost-benefit of insurance. SCS placed \$172 million in total orders (20%) including \$71 million in priority orders vs. our 10% liability

**Tab 7: Financials**

Siebert Cisneros Shank & Co.'s last three (3) most recent Year End Financial Statements are in Packet 1 on CD/Disc.



**SIEBERT, BRANDFORD, SHANK & CO., L.L.C.**

**STATEMENT OF FINANCIAL CONDITION**

**DECEMBER 31, 2013**

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Managers  
Siebert, Brandford, Shank & Co., L.L.C.  
New York, New York

We have audited the accompanying statement of financial condition of Siebert, Brandford, Shank & Co., L.L.C. (the "Company"), as of December 31, 2013 and the related notes to the financial statement.

### *Management's Responsibility for the Financial Statement*

Management is responsible for the preparation and fair presentation of this financial statement in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

### *Auditors' Responsibility*

Our responsibility is to express an opinion on the financial statement based on our audit. We conducted our audit in accordance with generally accepted auditing standards as established by the Auditing Standards Board (United States) and in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### *Opinion*

In our opinion, the financial statement referred to above presents fairly, in all material respects, the financial position of Siebert, Brandford, Shank & Co., L.L.C. as of December 31, 2013, in accordance with accounting principles generally accepted in the United States of America.



New York, New York  
February 24, 2014

**SIEBERT, BRANDFORD, SHANK & CO., L.L.C.**

**Statement of Financial Condition  
December 31, 2013**

**ASSETS**

Cash equivalents	\$ 19,787,407
Accounts receivable	562,147
Receivable from clearing broker	8,158
Secured demand note	1,200,000
Furniture, equipment and leasehold improvements, net	822,133
Other assets	<u>618,743</u>
	<u>\$ 22,998,588</u>

**LIABILITIES AND MEMBERS' CAPITAL**

Liabilities:

Payable to affiliate	\$ 28,264
Accounts payable and accrued expenses	4,006,608
Bank overdraft	1,225,779
Deferred rent	<u>622,075</u>

5,882,726

Subordinated debt	1,200,000
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**MEMBERS' CAPITAL**

15,915,862

\$ 22,998,588

# **SIEBERT, BRANDFORD, SHANK & CO., L.L.C.**

## **Notes to the Statement of Financial Condition December 31, 2013**

### **NOTE A - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

#### **[1] Organization:**

Siebert, Brandford, Shank & Co., L.L.C. ("SBS" or the "Company") engages in the business of tax-exempt underwriting and related trading activities. The Company qualifies as a Minority and Women Owned Business Enterprise in certain municipalities.

#### **[2] Investments:**

Security transactions are recorded on a trade-date basis. Securities owned are valued at fair value.

#### **[3] Fair value:**

Authoritative accounting guidance defines fair value, establishes a framework for measuring fair value and establishes a fair value hierarchy. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements are not adjusted for transaction costs. The fair value hierarchy prioritizes inputs to valuation techniques used to measure fair value into three levels:

Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities.

Level 2 - Inputs other than quoted market prices that are observable, either directly or indirectly, and reasonably available.

Level 3 - Unobservable inputs which reflect the assumptions that the managing members develop based on available information about the assumptions market participants would use in valuing the asset or liability.

#### **[4] Cash equivalents:**

Cash equivalents represent short term, highly liquid investments which are readily convertible to cash and have a maturity of three months or less at time of purchase. Cash equivalents, which are valued at fair value, consist of money market funds which amounted to \$19,787,407 at December 31, 2013 (Level 1). The Company maintains its assets with financial institutions, which may at times exceed federally insured limits. In the event of a financial institution's insolvency, recovery of assets may be limited.

#### **[5] Furniture, equipment and leasehold improvements, net:**

Furniture, equipment and leasehold improvements are stated at cost, net of accumulated depreciation and amortization. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets, generally five years. Leasehold improvements are amortized over the period of the lease.

#### **[6] Use of estimates:**

The preparation of the statement of financial condition in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statement. Actual results could differ from those estimates.

#### **[7] Income taxes:**

The Company is not subject to federal income taxes. Instead, the members are required to include in their income tax returns their respective share of the Company's income. The Company is subject to tax in certain state and local jurisdictions. Deferred taxes are not significant.

## SIEBERT, BRANDFORD, SHANK & CO., L.L.C.

### Notes to the Statement of Financial Condition December 31, 2013

#### NOTE B - SUBORDINATED BORROWINGS AND SECURED DEMAND NOTE RECEIVABLE

The subordinated debt at December 31, 2013 consists of a Secured Demand Note Collateral Agreement payable to Muriel Siebert & Co., Inc. ("Siebert"), a member of the Company, in the amount of \$1,200,000 bearing 4% interest and due August 31, 2015.

The subordinated borrowings are available in computing net capital under the Securities and Exchange Commission's ("SEC") Uniform Net Capital Rule. To the extent that such borrowing is required for the Company's continued compliance with minimum net capital requirements, it may not be repaid.

The secured demand note receivable of \$1,200,000 is collateralized by cash equivalents of Siebert of approximately \$1,543,000 at December 31, 2013.

#### NOTE C - FURNITURE, EQUIPMENT AND LEASEHOLD IMPROVEMENTS, NET

Furniture, equipment and leasehold improvements consist of the following:

Equipment	\$ 896,376
Furniture and leasehold improvements	<u>1,659,740</u>
	2,556,116
Less accumulated depreciation and amortization	<u>1,733,983</u>
	<u>\$ 822,133</u>

#### NOTE D - NET CAPITAL

The Company is subject to the SEC's Uniform Net Capital Rule 15c3-1, which requires the maintenance of minimum net capital and that the ratio of aggregate indebtedness to net capital, both as defined, shall not exceed 15 to 1. At December 31, 2013, the Company had net capital of \$18,271,172, which was \$18,021,172 in excess of its required net capital of \$250,000, and its ratio of aggregate indebtedness to net capital was 0.16 to 1. The Company claims exemption from the reserve requirements under Section 15c3-3(k)(2)(ii).

#### NOTE E - COMMITMENTS

The Company rents office space under long-term operating leases expiring through 2020. These leases call for base rent plus escalations for property taxes and other operating expenses. Future minimum base rent under these operating leases are as follows:

<u>Year</u>	<u>Amount</u>
2014	\$ 905,000
2015	800,000
2016	632,000
2017	459,000
2018	445,000
Thereafter	<u>593,000</u>
	<u>\$ 3,834,000</u>

**SIEBERT, BRANDFORD, SHANK & CO., L.L.C.**

**Notes to the Statement of Financial Condition  
December 31, 2013**

**NOTE E - COMMITMENTS (CONTINUED)**

In prior years, the Company purchased leasehold improvements of approximately \$620,000 which were reimbursed by the landlord. The Company recorded such reimbursements as a credit to deferred rent liability, which is being recognized as a reduction of rental expense on a straight-line basis over the term of the lease.

Rent expense is being charged to operations on a straight-line basis resulting in a deferred rent liability which, including the reimbursement discussed above, amounted to \$622,075 at December 31, 2013.

**NOTE F - OTHER**

In January 2014, the Company transferred funds from its money market accounts to its bank account to cover the \$1,225,779 overdraft at December 31, 2013.

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

OMB APPROVAL  
OMB Number: 3235-0123  
Expires: March 31, 2016  
Estimated average burden  
hours per response..... 12.00

**ANNUAL AUDITED REPORT  
FORM X-17A-5  
PART III**

SEC FILE NUMBER  
8-49877

FACING PAGE

**Information Required of Brokers and Dealers Pursuant to Section 17 of the  
Securities Exchange Act of 1934 and Rule 17a-5 Thereunder**

REPORT FOR THE PERIOD BEGINNING 01/01/2014 AND ENDING 12/31/2014  
MM/DD/YY MM/DD/YY

**A. REGISTRANT IDENTIFICATION**

NAME OF BROKER-DEALER: Siebert Brandford Shank & Co., LLC

OFFICIAL USE ONLY

ADDRESS OF PRINCIPAL PLACE OF BUSINESS: (Do not use P.O. Box No.)

FIRM I.D. NO.

100 Wall Street, 18th Floor

(No. and Street)

New York

New York

10005

(City)

(State)

(Zip Code)

NAME AND TELEPHONE NUMBER OF PERSON TO CONTACT IN REGARD TO THIS REPORT

Daniel Diaz

646-775-4842

(Area Code - Telephone Number)

**B. ACCOUNTANT IDENTIFICATION**

INDEPENDENT PUBLIC ACCOUNTANT whose opinion is contained in this Report\*

EisnerAmper LLP

(Name - if individual, state last, first, middle name)

750 Third Avenue

New York

NY

10017

(Address)

(City)

(State)

(Zip Code)

**CHECK ONE:**

- Certified Public Accountant  
 Public Accountant  
 Accountant not resident in United States or any of its possessions.

**FOR OFFICIAL USE ONLY**

\*Claims for exemption from the requirement that the annual report be covered by the opinion of an independent public accountant must be supported by a statement of facts and circumstances relied on as the basis for the exemption. See Section 240.17a-5(e)(2)

OATH OR AFFIRMATION

I, Daniel Diaz, swear (or affirm) that, to the best of my knowledge and belief the accompanying financial statement and supporting schedules pertaining to the firm of Siebert Brandford Shank & Co.,LLC of December 31, 2014, are true and correct. I further swear (or affirm) that neither the company nor any partner, proprietor, principal officer or director has any proprietary interest in any account classified solely as that of a customer, except as follows:

[Redacted Signature]

Signature

Controller

Title

[Redacted Notary Public]

Notary Public



This report \*\* contains (check all applicable boxes):

- (a) Facing Page.
(b) Statement of Financial Condition.
(c) Statement of Income (Loss).
(d) Statement of Changes in Financial Condition.
(e) Statement of Changes in Stockholders' Equity or Partners' or Sole Proprietors' Capital.
(f) Statement of Changes in Liabilities Subordinated to Claims of Creditors.
(g) Computation of Net Capital.
(h) Computation for Determination of Reserve Requirements Pursuant to Rule 15c3-3.
(i) Information Relating to the Possession or Control Requirements Under Rule 15c3-3.
(j) A Reconciliation, including appropriate explanation of the Computation of Net Capital Under Rule 15c3-1 and the Computation for Determination of the Reserve Requirements Under Exhibit A of Rule 15c3-3.
(k) A Reconciliation between the audited and unaudited Statements of Financial Condition with respect to methods of consolidation.
(l) An Oath or Affirmation.
(m) A copy of the SIPC Supplemental Report.
(n) A report describing any material inadequacies found to exist or found to have existed since the date of the previous audit.
Exemption Report

\*\*For conditions of confidential treatment of certain portions of this filing, see section 240.17a-5(e)(3).

**SIEBERT, BRANDFORD, SHANK & CO., L.L.C.**

**FINANCIAL STATEMENTS**

**DECEMBER 31, 2014**  
**(with supplementary information)**

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Managers  
Siebert, Brandford, Shank & Co., L.L.C.  
New York, New York

We have audited the accompanying statement of financial condition of Siebert, Brandford, Shank & Co., L.L.C. (the "Company") as of December 31, 2014, and the related statements of operations, changes in members' equity, changes in subordinated borrowings, and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Siebert, Brandford, Shank & Co., L.L.C. as of December 31, 2014 and the results of its operations and its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

The information contained in the Schedule of Computation of Net Capital under the SEC Uniform Net Capital Rule 15c3-1 (the "supplemental information") has been subjected to audit procedures performed in conjunction with the audit of the Company's financial statements. The supplemental information is the responsibility of the Company's management. Our audit procedures included determining whether the supplemental information reconciles to the financial statements or the underlying accounting and other records, as applicable, and performing procedures to test the completeness and accuracy of the information presented in the supplemental information. In forming our opinion on the supplemental information, we evaluated whether the supplemental information, including its form and content, is presented in conformity with 17 C.F.R. §240.17a-5. In our opinion, the information contained in the Schedule of Computation of Net Capital is fairly stated, in all material respects, in relation to the financial statements as a whole.



New York, New York  
February 26, 2015

**SIEBERT, BRANDFORD, SHANK & CO., L.L.C.**

**Statement of Financial Condition  
December 31, 2014**

**ASSETS**

Cash and cash equivalents	\$ 20,065,062
Accounts receivable	1,593,614
Receivable from clearing broker	2,522,557
Secured demand note	1,200,000
Goodwill – Note B	1,001,000
Issuer relationships, net of amortization of \$41,212 – Note B	777,788
Furniture, equipment and leasehold improvements, net	684,736
Receivable from parent	25,000
Other assets	<u>673,276</u>
	<u>\$ 28,543,033</u>

**LIABILITIES AND MEMBERS' CAPITAL**

Liabilities:

Payable to affiliate	\$ 104,320
Accounts payable and accrued expenses	4,747,648
Deferred rent	<u>549,287</u>
	5,401,255
Subordinated debt	<u>5,200,000</u>
Total liabilities	10,601,255

Commitments – Note G

**MEMBER'S CAPITAL**

17,941,778

\$28,543,033

**SIEBERT, BRANDFORD, SHANK & CO., L.L.C.**

**Statement of Operations**  
**Year Ended December 31, 2014**

**Revenues:**

Investment banking	\$ 20,949,508
Trading profits	3,670,726
Commissions	182,771
Interest and other	<u>3,395</u>
	<u>24,806,400</u>

**Expenses:**

Employee compensation and benefits	17,819,595
Clearing fees	383,538
Communications	929,496
Occupancy	1,186,967
Professional fees	870,951
Interest - to related party	100,295
State and local income tax	31,901
General and administrative - including \$100,000 to related party	<u>3,251,269</u>
	<u>24,574,012</u>

**Net income** \$ 232,388

**SIEBERT, BRANDFORD, SHANK & CO., L.L.C.**

**Statement of Changes in Member's Capital**

<b>Balance - January 1, 2014</b>	<b>\$ 15,915,862</b>
Acquired assets of capital markets business transferred by parent	1,820,000
Distributions to members	(26,472)
Net income	<u>232,388</u>
<b>Balance - December 31, 2014</b>	<b><u>\$ 17,941,778</u></b>

**SIEBERT, BRANDFORD, SHANK & CO., L.L.C.**

**Statement of Changes in Subordinated Borrowings**

<b>Balance - January 1, 2014</b>	<b>\$ 1,200,000</b>
<b>Borrowings</b>	<b>9,000,000</b>
<b>Repayments</b>	<b><u>(5,000,000)</u></b>
<b>Balance - December 31, 2014</b>	<b><u>\$ 5,200,000</u></b>

**SIEBERT, BRANDFORD, SHANK & CO., L.L.C.**

**Statement of Cash Flows  
Year Ended December 31, 2014**

<b>Cash flows from operating activities:</b>	
Net income	\$ 232,388
Adjustments to reconcile net income to net cash used in operating activities:	
Depreciation and amortization	267,973
Changes in:	
Accounts receivable	(1,031,467)
Receivable from clearing broker	(2,514,399)
Other assets	(54,533)
Receivable from parent	(25,000)
Payable to affiliate	76,056
Accounts payable and accrued expenses	741,040
Bank overdraft	(1,225,779)
Deferred rent	<u>(72,788)</u>
Net cash used in operating activities	<u>(3,606,509)</u>
<b>Cash flows from investing activities:</b>	
Purchase of leasehold improvements and equipment	<u>(89,364)</u>
<b>Cash flows from financing activities:</b>	
Distributions to members	(26,472)
Subordinated borrowings	9,000,000
Repayment of subordinated borrowing	<u>(5,000,000)</u>
Net cash provided by financing activities	<u>3,973,528</u>
<b>Net Increase in cash and cash equivalents</b>	<b>277,655</b>
Cash equivalents - beginning of year	<u>19,787,407</u>
<b>Cash and cash equivalents - end of year</b>	<b><u>\$ 20,065,062</u></b>
<b>Supplemental disclosures of cash flow information:</b>	
Interest paid	\$ 100,295
Taxes paid	\$ 24,323
<b>Non-cash investing and financing activities:</b>	
Intangible assets of capital markets business contributed to capital by parent	\$ 1,820,000

**SIEBERT, BRANDFORD, SHANK & CO., L.L.C.**  
**Notes to Financial Statements**  
**December 31, 2014**

**NOTE A – BUSINESS ORGANIZATION**

Siebert, Brandford, Shank & Co., L.L.C. ("SBS" or the "Company") engages in the business of tax-exempt underwriting and related trading activities and, commencing on November 4, 2014, the capital markets business (see Note B). The Company qualifies as a Minority and Women Owned Business Enterprise in certain municipalities.

**NOTE B – BUSINESS ACQUISITION**

On November 4, 2014, the members of SBS contributed their membership interest into a newly formed Delaware limited liability company, Siebert Brandford Shank Financial, L.L.C. ("SBSF"), in exchange for the same percentage interests in SBSF. On the same day Muriel Siebert & Co., Inc., ("Siebert") entered an Asset Purchase Agreement (the "Purchase Agreement") with SBS and SBSF, pursuant to which Siebert sold substantially all of the assets relating to Siebert's capital markets business to SBSF. Pursuant to the Purchase Agreement, SBSF assumed post-closing liabilities relating to the transferred business. An individual having a 25.5% membership interest in SBS prior to the contribution of membership interests to SBSF, is Siebert's chief executive officer.

The Purchase Agreement provides for an aggregate purchase price for the disposition of \$3,000,000, payable by SBSF after closing in annual installments commencing on March 1, 2016 and continuing on each of March 1, 2017, 2018, 2019 and 2020. The transferred business was contributed by SBSF to, and operated by SBS. The amount payable on each annual payment date will equal 50% of the net income attributable to the transferred business recognized by SBS in accordance with generally accepted accounting principles during the fiscal year ending immediately preceding the applicable payment date; provided that, if net income attributable to the transferred business generated prior to the fifth annual payment date is insufficient to pay the remaining balance of the purchase price in full on the fifth annual payment date, then the unpaid amount of the purchase price will be paid in full on March 1, 2021.

Transferred assets of Siebert's capital markets business, consisting of issuer relationships and goodwill, were recorded by SBS at SBSF's cost of the acquired assets, which amounted to \$819,000 for issuer relationships, representing their fair value at the date of acquisition determined based on a discounted cash flow analysis (Level 3). Goodwill, which includes employees of Siebert who transferred to SBS was recorded at \$1,001,000, representing the excess of the fair value (\$1,820,000) of SBSF's purchase obligation to Siebert over the fair value of the issuer relationships. The recorded value of the transferred intangible assets was accounted for as a capital contribution by SBSF, resulting in an increase of \$1,820,000 to member's capital.

Since the date of acquisition, revenue of \$199,000 and net loss of \$129,000 attributable to the capital markets business is included in the accompanying statement of operations.

The following represents the unaudited pro forma amounts of revenue and net income of the Company for the year ended December 31, 2014, assuming the capital markets business had been acquired as of January 1, 2014:

Revenue	\$ 27,729,000
Net Income	\$ 904,000

The above net income reflects the additional amortization that would have been charged assuming the fair value adjustment to customer accounts had been applied as of January 1, 2014.

**NOTE C – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**[1] Revenues:**

Investment banking revenues include gains and fees, net of syndicate expenses, arising primarily from municipal bond offerings in which the Company acts as an underwriter or agent. Investment banking management fees are recorded on the offering date, sales concessions on the settlement date, and underwriting fees at the time the underwriting is completed and the income is reasonably determinable

**SIEBERT, BRANDFORD, SHANK & CO., L.L.C.**  
**Notes to Financial Statements**  
**December 31, 2014**

**NOTE C – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**[1] Revenues (Continued):**

Security transactions are recorded on a trade-date basis. Securities owned are valued at fair value. The resulting realized and unrealized gains and losses are reflected as trading profits on the Statement of Operations.

Commission revenue, which relates to the capital markets business, are recorded on a trade-date basis.

Dividends are recorded on the ex-dividend date, and interest income is recognized on an accrual basis.

**[2] Fair value:**

Authoritative accounting guidance defines fair value, establishes a framework for measuring fair value and establishes a fair value hierarchy. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements are not adjusted for transaction costs. The fair value hierarchy prioritizes inputs to valuation techniques used to measure fair value into three levels:

Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities.

Level 2 - Inputs other than quoted market prices that are observable, either directly or indirectly, and reasonably available.

Level 3 - Unobservable inputs which reflect the assumptions that the managing members develop based on available information about the assumptions market participants would use in valuing the asset or liability.

See Note C[3] for financial instruments measured at fair value.

**[3] Cash equivalents:**

Cash equivalents represent short term, highly liquid investments which are readily convertible to cash and have a maturity of three months or less at time of purchase. Cash equivalents, which are valued at fair value, consist of money market funds which amounted to \$15,965,885 at December 31, 2014 (Level 1). The Company maintains its assets with financial institutions, which may at times exceed federally insured limits. In the event of a financial institution's insolvency, recovery of assets may be limited.

**[4] Furniture, equipment and leasehold improvements, net:**

Furniture, equipment and leasehold improvements are stated at cost, net of accumulated depreciation and amortization. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets, generally five years. Leasehold improvements are amortized over the period of the lease.

**[5] Intangible Assets**

Issuer Relationships, which were recorded in connection with the acquisition of the capital markets business (see Note B), are being amortized by the straight-line method over 2.9 years.

**SIEBERT, BRANDFORD, SHANK & CO., L.L.C.**  
**Notes to Financial Statements**  
**December 31, 2014**

**NOTE C – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**[5] Intangible Assets (CONTINUED):**

Intangible assets with finite lives are tested for recoverability whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. The Company assesses the recoverability of its intangible assets by determining whether the unamortized balance can be recovered over the assets' remaining useful life through undiscounted estimated future cash flows. If undiscounted estimated future cash flows indicate that the unamortized amounts will not be recovered, an adjustment will be made to reduce such amounts to fair value based on estimated future cash flows discounted at a rate commensurate with the risk associated with achieving such cash flows.

**[6] Goodwill**

Goodwill, which was recorded in connection with the acquisition of the capital markets business (see Note B), is not subject to amortization and is tested for impairment annually, or more frequently if events or changes in circumstances indicate that the asset may be impaired. The impairment test consists of a comparison of the fair value of the reporting unit with the carrying amount of its net assets, including goodwill. Fair value is typically based upon estimated future cash flows discounted at a rate commensurate with the risk involved or market-based comparables. If the carrying amount of the Company's net assets exceeds the fair value of the reporting unit, then an analysis will be performed to compare the implied fair value of goodwill with the carrying amount of goodwill. An impairment loss will be recognized in an amount equal to the excess of the carrying amount over its implied fair value.

**[7] Use of estimates:**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**[8] Income taxes:**

The Company is not subject to federal income taxes. Instead, the members are required to include in their income tax returns their respective share of the Company's income or loss. The Company is subject to tax in certain state and local jurisdictions. Deferred taxes are not significant.

**NOTE D - SUBORDINATED BORROWINGS AND SECURED DEMAND NOTE RECEIVABLE**

The subordinated debt at December 31, 2014 consists of the following:

Payable to an indirect member (a)	\$1,200,000
Payable to clearing broker(b)	<u>\$4,000,000</u>
	<u>\$5,200,000</u>

- (a) Consists of a Secured Demand Note Collateral Agreement payable to Siebert, an indirect member of the Company, bearing 4% interest and due August 31, 2015, at which time the Company is obligated to repay Siebert any amounts borrowed. Interest expense paid to Siebert in 2014 amounted to \$48,000.

The secured demand note receivable of \$1,200,000 is collateralized by cash equivalents of Siebert of approximately \$1,544,000 at December 31, 2014. Interest earned on the collateral amounted to approximately \$1,028 in 2014.

**SIEBERT, BRANDFORD, SHANK & CO., L.L.C.**  
**Notes to Financial Statements**  
**December 31, 2014**

**NOTE D - SUBORDINATED BORROWINGS AND SECURED DEMAND NOTE RECEIVABLE (continued)**

(b) On December 9, 2014, the Company entered into a temporary subordinated loan agreement with National Financial Services, its clearing broker, in the amount of \$4,000,000 bearing interest at the federal funds rate plus 6% and maturing January 22, 2015. The note was repaid on January 22, 2015. Interest expense accrued in 2014 amounted to approximately \$16,000.

The subordinated borrowings are available in computing net capital under the Securities and Exchange Commission's ("SEC") Uniform Net Capital Rule. To the extent that such borrowing is required for the Company's continued compliance with minimum net capital requirements, it may not be repaid.

On March 24, 2014, the Company entered into a temporary subordinated loan agreement with National Financial Services, its clearing broker, in the amount of \$5,000,000 bearing interest at the federal funds rate plus 6% and maturing May 5, 2014. The note was repaid on May 5, 2014. Interest expense paid was \$36,542.

**NOTE E - FURNITURE, EQUIPMENT AND LEASEHOLD IMPROVEMENTS, NET**

Furniture, equipment and leasehold improvements consist of the following:

Equipment	\$ 926,654
Furniture and leasehold improvements	<u>1,718,826</u>
	2,645,480
Less accumulated depreciation and amortization	<u>1,960,744</u>
	<u>\$ 684,736</u>

Depreciation and amortization amounted to \$226,761 in 2014.

**NOTE F - NET CAPITAL**

The Company is subject to the SEC's Uniform Net Capital Rule 15c3-1, which requires the maintenance of minimum net capital and that the ratio of aggregate indebtedness to net capital, both as defined, shall not exceed 15 to 1. At December 31, 2014, the Company had net capital of \$22,807,796, which was \$22,557,796 in excess of its required net capital of \$250,000, and its ratio of aggregate indebtedness to net capital was 0.10 to 1. The Company claims exemption from the reserve requirements under Section 15c3-3(k)(2)(ii).

**NOTE G - COMMITMENTS**

(1) As described in Note B, the Company's parent SBSF is indebted to Siebert for a \$3,000,000 purchase obligation incurred in connection with the acquisition of Siebert's capital markets business. Such obligation is payable over annual installments commencing on March 1, 2016 and on each March 1, thereafter through 2020 to the extent of 50% of the net income attributable to such business recognizable by the Company during the fiscal year ending immediately preceding the applicable payment date. Accordingly, although the Company has not guaranteed or pledged its assets as collateral for its parent's debt, the company will be required to use a portion of its future cash flows to service SBSF's debt.

**SIEBERT, BRANDFORD, SHANK & CO., L.L.C.**  
**Notes to Financial Statements**  
**December 31, 2014**

**NOTE G - COMMITMENTS (CONTINUED)**

- (2) The Company rents office space under long-term operating leases expiring through 2020. These leases call for base rent plus escalations for property taxes and other operating expenses. Future minimum base rent under these operating leases are as follows:

<u>Year</u>	<u>Amount</u>
2015	1,043,000
2016	886,000
2017	639,000
2018	627,000
2019	587,000
Thereafter	<u>185,000</u>
	<u>\$ 3,967,000</u>

Rent expense, including property taxes and other operating expenses, for the year ended December 31, 2014 amounted to \$1,186,967. Rent expense is being charged to operations on a straight-line basis resulting in a deferred rent liability which, including the reimbursement discussed below, amounted to \$549,287 at December 31, 2014 on the statement of financial condition.

In prior years, the Company purchased leasehold improvements of approximately \$620,000 which were reimbursed by the landlord. The Company recorded such reimbursements as a credit to deferred rent liability, which is being recognized as a reduction of rental expense on a straight-line basis over the term of the lease.

**NOTE H - OTHER**

During the year ended December 31, 2014, the Company was charged \$100,000 by Siebert for general and administrative services.

**SUPPLEMENTARY INFORMATION**

**SIEBERT BRANDFORD SHANK & CO., LLC**

**Schedule of Computation of Net Capital Under the SEC Uniform Net Capital Rule 15c3-1  
December 31, 2014**

Total members' capital	\$ 17,941,778
Add subordinated borrowings allowable in the computation of net capital	5,200,000
Add discretionary liabilities	<u>3,147,136</u>
Total capital and allowable subordinated borrowings	<u>26,288,914</u>
Nonallowable assets:	
Furniture, equipment and leasehold improvements, net	684,736
Receivable from parent	25,000
Goodwill	1,001,000
Issuer relationships	777,788
Other assets	<u>673,276</u>
	<u>3,161,800</u>
Net capital before haircuts on securities positions	23,127,114
Less haircuts on securities:	
Money market funds	<u>319,318</u>
<b>Net capital</b>	<b><u>\$ 22,807,796</u></b>
<b>Aggregate indebtedness</b>	<b><u>\$ 2,254,119</u></b>
<b>Computation of basic net capital requirement:</b>	
Minimum net capital required	<u>\$ 250,000</u>
<b>Excess net capital</b>	<b><u>\$ 22,557,796</u></b>
<b>Ratio of aggregate indebtedness to net capital</b>	<u>0.10 to 1</u>

There are no material differences between the above computation of net capital and the corresponding computation prepared by the Company as of the same date in its unaudited Part IIA FOCUS Report filing, as amended.

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Managers  
Siebert, Brandford, Shank & Co., L.L.C.  
New York, New York

We have reviewed management's statements, included in the accompanying Siebert, Brandford, Shank & Co., L.L.C.'s Exemption Report, in which (1) Siebert, Brandford, Shank & Co., L.L.C. (the "Company") identified the following provisions of 17 C.F.R. §15c3-3(k) under which the Company claimed an exemption from 17 C.F.R. §240.15c3-3: (2)(ii) (the "exemption provisions") and (2) the Company stated that it met the identified exemption provisions throughout the most recent fiscal year without exception. The Company's management is responsible for compliance with the exemption provisions and its statements.

Our review was conducted in accordance with the standards of the Public Company Accounting Oversight Board (United States) and, accordingly, included inquiries and other required procedures to obtain evidence about the Company's compliance with the exemption provisions. A review is substantially less in scope than an examination, the objective of which is the expression of an opinion on management's statements. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to management's statements referred to above for them to be fairly stated, in all material respects, based on the provisions set forth in paragraph (k)(2)(ii) of Rule 15c3-3 under the Securities Exchange Act of 1934.

[REDACTED]

New York, New York  
February 26, 2015

Siebert Brandford Shank & Co., L.L.C.'s Exemption Report

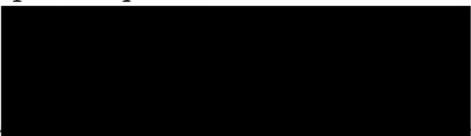
Siebert Brandford Shank & Co., L.L.C. (the "Company") is a registered broker-dealer subject to Rule 17a-5 promulgated by the Securities and Exchange Commission (17 C.F.R. §240.17a-5, "Reports to be made by certain broker and dealers"). This Exemption Report was prepared as required by 17 C.F.R. § 240.17a-5(d)(1) and (4). To the best of its knowledge and belief, the Company states the following:

(1) The Company claimed an exemption from 17 C.F.R. § 240.15c3-3 under the following provisions of 17 C.F.R. § 240.15c3-3(k)(2)(ii)

(2) The Company met the identified exemption provisions in 17 C.F.R. § 240.15c3-3(k) from June 1, 2014 through December 31, 2014 without exception.

Siebert Brandford Shank & Co., L.L.C.  
[Company]

I, Daniel Diaz, swear (or affirm) that, to my best knowledge and belief, this Exemption Report is true and correct.

**By:**   
[Signature]

Title: Controller

Date: 2/23/2015

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

OMB APPROVAL  
OMB Number: 3235-0123  
Expires: March 31, 2016  
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**ANNUAL AUDITED REPORT  
FORM X-17A-5  
PART III**

SEC FILE NUMBER  
8-49877

FACING PAGE  
**Information Required of Brokers and Dealers Pursuant to Section 17 of the  
Securities Exchange Act of 1934 and Rule 17a-5 Thereunder**

REPORT FOR THE PERIOD BEGINNING 01/01/2015 AND ENDING 12/31/2015  
MM/DD/YY MM/DD/YY

**A. REGISTRANT IDENTIFICATION**

NAME OF BROKER-DEALER: Siebert Brandford Shank & Co., LLC

ADDRESS OF PRINCIPAL PLACE OF BUSINESS: (Do not use P.O. Box No.)

100 Wall Street, 18th Floor

New York

(City)

(No. and Street)

New York

(State)

10005

(Zip Code)

NAME AND TELEPHONE NUMBER OF PERSON TO CONTACT IN REGARD TO THIS REPORT

(Area Code - Telephone Number)

**B. ACCOUNTANT IDENTIFICATION**

INDEPENDENT PUBLIC ACCOUNTANT whose opinion is contained in this Report\*

EisnerAmper LLP

(Name - if individual, state last, first, middle name)

750 Third Avenue

(Address)

New York

(City)

NY

(State)

10017

(Zip Code)

**CHECK ONE:**

- Certified Public Accountant  
 Public Accountant  
 Accountant not resident in United States or any of its possessions.

**FOR OFFICIAL USE ONLY**

\*Claims for exemption from the requirement that the annual report be covered by the opinion of an independent public accountant must be supported by a statement of facts and circumstances relied on as the basis for the exemption. See Section 240.17a-5(e)(2)

OATH OR AFFIRMATION

I, Daniel Diaz, swear (or affirm) that, to the best of my knowledge and belief the accompanying financial statement and supporting schedules pertaining to the firm of Siebert Brandford Shank & Co.,LLC, as of December 31, 2015, are true and correct. I further swear (or affirm) that neither the company nor any partner, proprietor, principal officer or director has any proprietary interest in any account classified solely as that of a customer, except as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Redacted Signature]

Signature

Controller

Title

[Redacted Notary Public]

Notary Public



This report \*\* contains (check all applicable boxes):

- (a) Facing Page.
(b) Statement of Financial Condition.
(c) Statement of Income (Loss).
(d) Statement of Changes in Financial Condition.
(e) Statement of Changes in Stockholders' Equity or Partners' or Sole Proprietors' Capital.
(f) Statement of Changes in Liabilities Subordinated to Claims of Creditors.
(g) Computation of Net Capital.
(h) Computation for Determination of Reserve Requirements Pursuant to Rule 15c3-3.
(i) Information Relating to the Possession or Control Requirements Under Rule 15c3-3.
(j) A Reconciliation, including appropriate explanation of the Computation of Net Capital Under Rule 15c3-1 and the Computation for Determination of the Reserve Requirements Under Exhibit A of Rule 15c3-3.
(k) A Reconciliation between the audited and unaudited Statements of Financial Condition with respect to methods of consolidation.
(l) An Oath or Affirmation.
(m) A copy of the SIPC Supplemental Report.
(n) A report describing any material inadequacies found to exist or found to have existed since the date of the previous audit.
EXEMPTION REPORT

\*\*For conditions of confidential treatment of certain portions of this filing, see section 240.17a-5(e)(3).

**SIEBERT, BRANDFORD, SHANK & CO., L.L.C.**

**FINANCIAL STATEMENTS**

**DECEMBER 31, 2015**  
**(with supplementary information)**



EisnerAmper LLP  
750 Third Avenue  
New York, NY 10017-2703  
T 212.949.8700  
F 212.891.4100

www.eisneramper.com

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

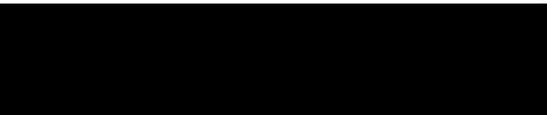
The Board of Directors  
Siebert, Brandford, Shank & Co. L.L.C.  
New York, New York

We have audited the accompanying statement of financial condition of Siebert, Brandford, Shank & Co., L.L.C (the "Company") as of December 31, 2015, and the related statements of operations, changes in members' equity, changes in subordinated borrowings and cash flows for the year then ended. The financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Siebert, Brandford, Shank & Co., L.L.C. as of December 31, 2015 and the results of its operations and its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

The information contained in the Schedule of Computation of Net Capital under the SEC Uniform Net Capital Rule 15c3-1 (the "supplemental information") has been subjected to audit procedures performed in conjunction with the audit of the Company's financial statements. The supplemental information is the responsibility of the Company's management. Our audit procedures included determining whether the supplemental information reconciles to the financial statements or the underlying accounting and other records, as applicable, and performing procedures to test the completeness and accuracy of the information presented in the supplemental information. In forming our opinion on the supplemental information, we evaluated whether the supplemental information, including its form and content, is presented in conformity with 17 C.F.R. §240.17a-5. In our opinion, the information contained in the schedule referred to above is fairly stated, in all material respects, in relation to the financial statements as a whole.



New York, New York  
February 27, 2016

**SIEBERT, BRANDFORD, SHANK & CO., L.L.C.**

**Statement of Financial Condition  
December 31, 2015**

**ASSETS**

Cash and cash equivalents	\$ 20,070,708
Accounts receivable	1,707,181
Receivable from clearing broker dealer	282,406
Receivable from broker dealer – former affiliate	170,921
Receivable from parent	55,000
Securities owned, at fair value	5,000
Goodwill – Note B	1,001,000
Issuer relationships, net of amortization of \$347,455 – Note B	471,545
Furniture, equipment and leasehold improvements, net	554,034
Other assets	760,695
	<u>\$ 25,078,490</u>

**LIABILITIES AND MEMBERS' CAPITAL**

Liabilities:

Accounts payable and accrued expenses	\$ 5,712,581
Deferred rent	<u>433,852</u>

Total liabilities 6,146,433

Commitments – Note H

**MEMBER'S CAPITAL** 18,932,057

\$25,078,490

**SIEBERT, BRANDFORD, SHANK & CO., L.L.C.**

**Statement of Operations**  
**Year Ended December 31, 2015**

**Revenues:**

Investment banking	\$ 27,361,636
Trading profits	4,434,704
Commissions	835,432
Interest and other	<u>5,325</u>
	<u>32,637,097</u>

**Expenses:**

Employee compensation and benefits	22,167,550
Clearing fees	562,537
Communications	1,221,674
Occupancy	1,055,944
Professional fees	989,121
Interest – including \$32,000 to former affiliate	46,176
State and local income tax	89,068
General and administrative - including \$100,000 to former affiliate	<u>4,229,225</u>
	<u>30,361,295</u>

**Net income**

\$ 2,275,802

**SIEBERT, BRANDFORD, SHANK & CO., L.L.C.**

**Statement of Changes in Member's Capital**

<b>Balance - January 1, 2015</b>	<b>\$ 17,941,778</b>
Distributions	(1,285,523)
Net income	<u>2,275,802</u>
<b>Balance - December 31, 2015</b>	<b><u>\$ 18,932,057</u></b>

**SIEBERT, BRANDFORD, SHANK & CO., L.L.C.**

**Statement of Changes in Subordinated Borrowings**

Balance - January 1, 2015	\$ 5,200,000
Repayments	<u>(5,200,000)</u>
Balance - December 31, 2015	<u>\$ 0</u>

**SIEBERT, BRANDFORD, SHANK & CO., L.L.C.****Statement of Cash Flows  
Year Ended December 31, 2015****Cash flows from operating activities:**

Net income	\$ 2,275,802
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation and amortization	486,760
Changes in:	
Accounts receivable	(113,567)
Receivable from clearing broker dealer	2,240,151
Other assets	(87,419)
Receivable from parent	(30,000)
Receivable from broker dealer – former affiliate	(275,241)
Accounts payable and accrued expenses	964,933
Securities owned at fair market	(5,000)
Deferred rent	<u>(115,435)</u>
Net cash provided by operating activities	<u>5,340,984</u>

**Cash flows from investing activities:**

Purchase of leasehold improvement and equipment	<u>(49,815)</u>
---	-----------------

**Cash flows from financing activities:**

Distributions to member	(1,285,523)
Repayment of subordinated borrowing	<u>(4,000,000)</u>

Net cash used in financing activities	<u>(5,285,523)</u>
---------------------------------------	--------------------

**Net Increase in cash and cash equivalents**

5,646

Cash equivalents - beginning of year

20,065,062**Cash and cash equivalents - end of year**\$ 20,070,708**Supplemental disclosures of cash flow information:**

Interest paid	\$ 46,176
Taxes paid	\$ 39,068

**Non Cash Investing and financing activities:**

Repayment of \$1,200,000 of subordinated borrowings from former affiliate by cancellation of related \$1,200,000 secured demand note receivable from former affiliate.

**SIEBERT, BRANDFORD, SHANK & CO., L.L.C.**  
**Notes to Financial Statements**  
**December 31, 2015**

**NOTE A – BUSINESS ORGANIZATION**

Siebert, Brandford, Shank & Co., L.L.C. ("SBS" or the "Company") engages in the business of municipal and corporate bond underwriting, sales and trading and equity underwriting, sales and trading activities. On November 4, 2014, the members of SBS, including Muriel Siebert and Co., Inc. ("Siebert") the owner of a 49% membership interest, contributed their membership interest into a newly formed Delaware limited liability company, Siebert Brandford Shank Financial L.L.C. ("SBSF"), in exchange for the same percentage interests in SBSF. On November 9, 2015 SBSF redeemed Siebert's membership interest. The Company qualifies as a Minority and Women Owned Business Enterprise in certain municipalities.

**NOTE B – BUSINESS ACQUISITION**

On November 4, 2014 SBS entered into an Asset Purchase Agreement (the "Purchase Agreement") with Siebert, pursuant to which Siebert sold substantially all of the assets relating to Siebert's capital markets business to SBSF. Pursuant to the Purchase Agreement, SBSF assumed post-closing liabilities relating to the transferred business. An individual having a 25.5% membership interest in SBS prior to the contribution of membership interests to SBSF, was Siebert's chief executive officer.

The Purchase Agreement provides for an aggregate purchase price for the disposition of \$3,000,000, payable by SBSF after closing in annual installments commencing on March 1, 2016 and continuing on each of March 1, 2017, 2018, 2019 and 2020. The transferred business was contributed by SBSF to, and operated by SBS. The amount payable on each annual payment date will equal 50% of the net income attributable to the transferred business recognized by SBS in accordance with generally accepted accounting principles during the fiscal year ending immediately preceding the applicable payment date; provided that, if net income attributable to the transferred business generated prior to the fifth annual payment date is insufficient to pay the remaining balance of the purchase price in full on the fifth annual payment date, then the unpaid amount of the purchase price will be paid in full on March 1, 2021.

Transferred assets of Siebert's capital markets business, consisting of issuer relationships and goodwill, were recorded by SBS at SBSF's cost of the acquired assets, which amounted to \$819,000 for issuer relationships, representing their fair value at the date of acquisition determined based on a discounted cash flow analysis (Level 3). Goodwill, which includes employees of Siebert who transferred to SBS was recorded at \$1,001,000, representing the excess of the fair value (\$1,820,000) of SBSF's purchase obligation to Siebert over the fair value of the issuer relationships. The recorded value of the transferred intangible assets was accounted for as a capital contribution by SBSF, resulting in an increase of \$1,820,000 to member's capital.

**NOTE C – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**[1] Revenues:**

Investment banking revenues include gains and fees, net of syndicate expenses, arising primarily from municipal bond offerings in which the Company acts as an underwriter or agent. Investment banking management fees are recorded on the offering date, sales concessions on the settlement date, and underwriting fees at the time the underwriting is completed and the income is reasonably determinable. Security transactions are recorded on a trade-date basis. Securities owned are valued at fair value. The resulting realized and unrealized gains and losses are reflected as trading profits on the Statement of Operations.

Commission revenue, which relates to the capital markets business, are recorded on a trade-date basis.

Dividends are recorded on the ex-dividend date, and interest income is recognized on an accrual basis.

**SIEBERT, BRANDFORD, SHANK & CO., L.L.C.**  
**Notes to Financial Statements**  
**December 31, 2015**

**NOTE C – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**[2] Fair value**

Authoritative accounting guidance defines fair value, establishes a framework for measuring fair value and establishes a fair value hierarchy. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements are not adjusted for transaction costs. The fair value hierarchy prioritizes inputs to valuation techniques used to measure fair value into three levels:

Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities.

Level 2 - Inputs other than quoted market prices that are observable, either directly or indirectly, and reasonably available.

Level 3 - Unobservable inputs which reflect the assumptions that the managing members develop based on available information about the assumptions market participants would use in valuing the asset or liability.

**[3] Cash equivalents:**

Cash equivalents represent short term, highly liquid investments which are readily convertible to cash and have a maturity of three months or less at time of purchase. Cash equivalents, which are valued at fair value, consist of money market funds which amounted to \$19,169,831 at December 31, 2015 (Level 1). The Company maintains its assets with financial institutions, which may at times exceed federally insured limits. In the event of a financial institution's insolvency, recovery of assets may be limited.

**[4] Furniture, equipment and leasehold improvements, net:**

Furniture, equipment and leasehold improvements are stated at cost, net of accumulated depreciation and amortization. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets, generally five years. Leasehold improvements are amortized over the period of the lease.

**[5] Intangible Assets**

Issuer Relationships, which were recorded in connection with the acquisition of the capital markets business (see Note B), are being amortized by the straight-line method over 2.9 years.

Intangible assets with finite lives are tested for recoverability whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. The Company assesses the recoverability of its intangible assets by determining whether the unamortized balance can be recovered over the assets' remaining useful life through undiscounted estimated future cash flows. If undiscounted estimated future cash flows indicate that the unamortized amounts will not be recovered, an adjustment will be made to reduce such amounts to fair value based on estimated future cash flows discounted at a rate commensurate with the risk associated with achieving such cash flows.

**[6] Goodwill**

Goodwill, which was recorded in connection with the acquisition of the capital markets business (see Note B), is not subject to amortization and is tested for impairment annually, or more frequently if events or changes in circumstances indicate that the asset may be impaired. The impairment test consists of a comparison of the fair value of the reporting unit with the carrying amount of its net assets, including goodwill. Fair value is typically based upon estimated future cash flows discounted at a rate commensurate with the risk involved or market-based comparables. If the carrying amount of the Company's net assets exceeds the fair value of the reporting unit, then an analysis will be performed to compare the implied fair value of goodwill with the carrying amount of goodwill. An impairment loss will be recognized in an amount

**SIEBERT, BRANDFORD, SHANK & CO., L.L.C.**  
**Notes to Financial Statements**  
**December 31, 2015**

**Note C – Summary of Significant Accounting Policies**

equal to the excess of the carrying amount over its implied fair value. An impairment test was performed as of December 31, 2015, and indicated no impairment had occurred.

**[7] Use of estimates:**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**[8] Income taxes:**

The Company is not subject to federal income taxes as it is a single member LLC and considered to be a division of SBSF. The members of SBSF are required to include in their income tax returns their respective share of the Company's income or loss. The Company is subject to tax in certain state and local jurisdictions. Deferred taxes are not significant.

**NOTE D - SECURED DEMAND NOTE RECEIVABLE AND RELATED SUBORDINATED BORROWING:**

A secured demand note receivable of \$1,200,000 due from Siebert which was outstanding at December 31, 2014 was collateralized by cash equivalents of Siebert of approximately \$1,545,000 during the period from January 1, 2015 through August 31, 2015 at which time the note matured and was collected through an offset against a \$1,200,000 subordinated borrowing payable to Siebert. Interest expense paid to Siebert in 2015 amounted to \$32,000.

During 2015, interest income earned on the note receivable amounted to \$1,000.

**NOTE E - FURNITURE, EQUIPMENT AND LEASEHOLD IMPROVEMENTS, NET**

Furniture, equipment and leasehold improvements consist of the following:

Equipment	\$ 971,728
Furniture and leasehold improvements	<u>1,723,568</u>
	2,695,296
Less accumulated depreciation and amortization	<u>2,141,263</u>
	<u>\$ 554,034</u>

Depreciation and amortization amounted to \$180,517 in 2015.

**NOTE F - NET CAPITAL**

The Company is subject to the SEC's Uniform Net Capital Rule 15c3-1, which requires the maintenance of minimum net capital and that the ratio of aggregate indebtedness to net capital, both as defined, shall not exceed 15 to 1. At December 31, 2015, the Company had net capital of \$18,742,208, which was \$18,492,208 in excess of its required net capital of \$250,000, and its ratio of aggregate indebtedness to net capital was 0.13 to 1. The Company claims exemption from the reserve requirements under Section 15c3-3(k)(2)(ii).

**SIEBERT, BRANDFORD, SHANK & CO., L.L.C.**  
**Notes to Financial Statements**  
**December 31, 2015**

**NOTE G - COMMITMENTS**

- (1) As described in Note B, the Company's parent SBSF is indebted to Siebert for a \$3,000,000 purchase obligation incurred in connection with the acquisition of Siebert's capital markets business. Such obligation is payable over annual installments commencing on March 1, 2016 and on each March 1, thereafter through 2020 to the extent of 50% of the net income attributable to such business recognizable by the Company during the fiscal year ending immediately preceding the applicable payment date. Accordingly, although the Company has not guaranteed or pledged its assets as collateral for its parent's debt, the Company will be required to use a portion of its cash flows to service SBSF's debt. The annual installment payable on March 1, 2016 based on the net income attributable to the capital markets business for the year ended December 31, 2015, amounted to \$492,735.
- (2) The Company rents office space under long-term operating leases expiring through 2026. These leases call for base rent plus escalations for property taxes and other operating expenses. Future minimum base rent under these operating leases are as follows:

<u>Year</u>	<u>Amount</u>
2016	1,127,000
2017	1,378,000
2018	1,398,000
2019	1,290,000
2020	1,342,000
Thereafter	<u>6,152,000</u>
	<u>\$12,687,000</u>

Rent expense, including property taxes and other operating expenses, for the year ended December 31, 2015 amounted to \$1,055,944. Rent expense is being charged to operations on a straight-line basis resulting in a deferred rent liability which, including the reimbursement discussed below, amounted to \$433,852 at December 31, 2015.

In prior years, the Company purchased leasehold improvements of approximately \$620,000 which were reimbursed by the landlord. The Company recorded such reimbursements as a credit to deferred rent liability, which is being recognized as a reduction of rental expense on a straight-line basis over the term of the lease.

**NOTE H - OTHER**

During the year ended December 31, 2015, the Company was charged \$100,000 by Siebert for general and administrative services.

**SUPPLEMENTARY INFORMATION**

**SIEBERT BRANDFORD SHANK & CO., LLC**

**Schedule of Computation of Net Capital Under the SEC Uniform Net Capital Rule 15c3-1  
December 31, 2015**

Total members' capital	\$ 18,932,057
Add discretionary liabilities	<u>3,618,879</u>
Total capital and allowable subordinated borrowings	<u>22,550,936</u>
Nonallowable assets:	
Furniture, equipment and leasehold improvements, net	554,034
Receivable from parent	55,000
Goodwill	1,001,000
Issuer relationships	471,545
Other assets	<u>1,343,428</u>
	<u>3,425,007</u>
Net capital before haircuts on securities positions	19,125,929
Less haircuts on securities:	
Money market funds	383,397
Other securities	<u>324</u>
	383,721
<b>Net capital</b>	<b><u>\$ 18,742,208</u></b>
<b>Aggregate indebtedness</b>	<b><u>\$ 2,527,554</u></b>
<b>Computation of basic net capital requirement:</b>	
Minimum net capital required	<u>\$ 250,000</u>
<b>Excess net capital</b>	<b><u>\$ 18,492,208</u></b>
<b>Ratio of aggregate indebtedness to net capital</b>	<b><u>0.13 to 1</u></b>

There are no material differences between the above computation of net capital and the corresponding computation prepared by the Company as of the same date in its unaudited Part IIA FOCUS Report filing.



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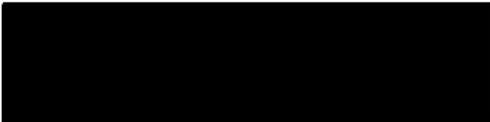
## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors  
Siebert, Brandford, Shank & Co., L.L.C.  
New York, New York

We have reviewed management's statements, included in the accompanying Siebert, Brandford, Shank & Co., L.L.C, Exemption Report, in which (1) Siebert, Brandford, Shank & Co., L.L.C (the "Company") identified the following provisions of 17 C.F.R. §15c3-3(k) under which the Company claimed an exemption from 17 C.F.R. §240.15c3-3: (2)(ii) (the "exemption provisions") and (2) the Company stated that it met the identified exemption provisions throughout the most recent fiscal year without exception. The Company's management is responsible for compliance with the exemption provisions and its statements.

Our review was conducted in accordance with the standards of the Public Company Accounting Oversight Board (United States) and, accordingly, included inquiries and other required procedures to obtain evidence about the Company's compliance with the exemption provisions. A review is substantially less in scope than an examination, the objective of which is the expression of an opinion on management's statements. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to management's statements referred to above for them to be fairly stated, in all material respects, based on the provisions set forth in paragraph (k)(2)(ii) of Rule 15c3-3 under the Securities Exchange Act of 1934.



New York, New York  
February 27, 2016



Siebert Brandford Shank & Co., L.L.C.'s Exemption Report

Siebert Brandford Shank & Co., L.L.C. (the "Company") is a registered broker-dealer subject to Rule 17a-5 promulgated by the Securities and Exchange Commission (17 C.F.R. §240.17a-5, "Reports to be made by certain broker and dealers"). This Exemption Report was prepared as required by 17 C.F.R. § 240.17a-5(d)(1) and (4). To the best of its knowledge and belief, the Company states the following:

- (1) The Company claimed an exemption from 17 C.F.R. § 240.15c3-3 under the following provisions of 17 C.F.R. § 240.15c3-3(k)(2)(ii)
- (2) The Company met the identified exemption provisions in 17 C.F.R. § 240.15c3-3(k) from January 1, 2015 through December 31, 2015 without exception.

Siebert Brandford Shank & Co., LLC

I, Daniel Diaz, swear (or affirm) that, to my best knowledge and belief, this Exemption Report is true and correct.

By: 

[Signature]

Title: Controller

Date: 2/19/16

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION

FORM  
X-17A-5

FOCUS REPORT  
(FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT)  
PART IIA [12]

(Please read instructions before preparing Form)

This report is being filed pursuant to (Check Applicable Block(s)):

- 1) Rule 17a-5(a)  16
- 2) Rule 17a-5(b)  17
- 3) Rule 17a-11  18
- 4) Special request by designated examining authority  19
- 5) Other  26

NAME OF BROKER-DEALER

SIEBERT CISNEROS SHANK & CO., L.L.C. [13]

ADDRESS OF PRINCIPAL PLACE OF BUSINESS (Do not use P.O. Box No.)

1999 HARRISON ST, SUITE 2720 [20]  
(No. and Street)

OAKLAND [21] CA [22] 94612 [23]  
(City) (State) (Zip Code)

SEC. FILE NO.

8-49877 [14]

FIRM ID NO.

42568 [15]

FOR PERIOD BEGINNING (MM/DD/YY)

10/01/16 [24]

AND ENDING (MM/DD/YY)

12/31/16 [25]

NAME AND TELEPHONE NUMBER OF PERSON TO CONTACT IN REGARD TO THIS REPORT (Area code) - Telephone No.

Daniel Diaz [30]

(646) 775-4842 [31]

NAME(S) OF SUBSIDIARIES OR AFFILIATES CONSOLIDATED IN THIS REPORT

OFFICIAL USE

[32]

[33]

[34]

[35]

[36]

[37]

[38]

[39]

DOES RESPONDENT CARRY ITS OWN CUSTOMER ACCOUNTS ? YES  40 NO  41

CHECK HERE IF RESPONDENT IS FILING AN AUDITED REPORT  42

EXECUTION:

The registrant/broker or dealer submitting this Form and its attachments and the person(s) by whom it is executed represent hereby that all information contained therein is true, correct and complete. It is understood that all required items, statements, and schedules are considered integral parts of this Form and that the submission of any amendment represents that all unamended items, statements and schedules remain true, correct and complete as previously submitted.

Dated the 25<sup>th</sup> day of JANUARY 20 17

Manual Signatures of:

1) [Signature]  
Principal Executive Officer or Managing Partner

2) [Redacted Signature]  
Principal/Financial Officer or Partner

3) \_\_\_\_\_  
Principal Operations Officer or Partner

ATTENTION - Intentional misstatements or omissions of facts constitute Federal Criminal Violations. (See 18 U.S.C. 1001 and 15 U.S.C. 78:f (a) )

FINRA



FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT  
PART IIA

BROKER OR DEALER

SIEBERT CISNEROS SHANK & CO., L.L.C.

as of 12/31/16

STATEMENT OF FINANCIAL CONDITION FOR NONCARRYING,  
NONCLEARING AND CERTAIN OTHER BROKERS OR DEALERS  
LIABILITIES AND OWNERSHIP EQUITY

<u>Liabilities</u>	A.I. <u>Liabilities</u>	Non-A.I. <u>Liabilities</u>	<u>Total</u>
13. Bank loans payable	\$ 1045	\$ 1255	\$ 1470
14. Payable to brokers or dealers:			
A. Clearance account	1114	1315	1560
B. Other	1115	1305	1540
15. Payable to non-customers	1155	1355	1610
16. Securities sold not yet purchased, at market value		1360	1620
17. Accounts payable, accrued liabilities, expenses and other	3,373,514 1205	3,098,261 1385	6,471,775 1685
18. Notes and mortgages payable:			
A. Unsecured	1210		1690
B. Secured	1211	1390	1700
19. Liabilities subordinated to claims of general creditors:			
A. Cash borrowings:		1400	1710
1. from outsiders	\$ 970		
2. Includes equity subordination (15c3-1(d)) of	\$ 980		
B. Securities borrowings, at market value from outsiders		1410	1720
\$ 990			
C. Pursuant to secured demand note collateral agreements		1420	1730
1. from outsiders	\$ 1000		
2. includes equity subordination (15c3-1(d)) of	\$ 1010		
D. Exchange memberships contributed for use of company, at market value		1430	1740
E. Accounts and other borrowings not qualified for net capital purposes	1220	1440	1750
20. TOTAL LIABILITIES	\$ 3,373,514 1230	\$ 3,098,261 1450	\$ 6,471,775 1760
 <u>Ownership Equity</u>			
21. Sole proprietorship			\$ 1770
22. Partnership (limited partners)	\$ 1020		1780
23. Corporation:			
A. Preferred stock			1791
B. Common stock		7,131,000	1792
C. Additional paid-in capital			1793
D. Retained earnings		11,555,545	1794
E. Total		18,686,545	1795
F. Less capital stock in treasury		( )	1796
24. TOTAL OWNERSHIP EQUITY			\$ 18,686,545 1800
25. TOTAL LIABILITIES AND OWNERSHIP EQUITY			\$ 25,158,320 1810

OMIT PENNIES

FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT  
PART IIA

BROKER OR DEALER

SIEBERT CISNEROS SHANK & CO., L.L.C.

as of

12/31/16

COMPUTATION OF NET CAPITAL

1. Total ownership equity from Statement of Financial Condition	\$	18,686,545	3480
2. Deduct ownership equity not allowable for Net Capital		( )	3490
3. Total ownership equity qualified for Net Capital		18,686,545	3500
4. Add:			
A. Liabilities subordinated to claims of general creditors allowable in computation of net capital			3520
B. Other (deductions) or allowable credits (List)		3,098,261	3525
5. Total capital and allowable subordinated liabilities	\$	21,784,806	3530
6. Deductions and/or charges:			
A. Total non-allowable assets from			
Statement of Financial Condition (Notes B and C)	\$	3,921,190	3540
B. Secured demand note deficiency			3590
C. Commodity futures contracts and spot commodities-proprietary capital charges			3600
D. Other deductions and/or charges			3610
		( 3,921,190)	3620
7. Other additions and/or allowable credits (List)			3630
8. Net Capital before haircuts on securities positions	\$	17,863,616	3640
9. Haircuts on securities (computed, where applicable, pursuant to 15c3-1(f)):			
A. Contractual securities commitments	\$		3660
B. Subordinated securities borrowings			3670
C. Trading and investment securities:			
1. Exempted securities			3735
2. Debt securities			3733
3. Options			3730
4. Other securities		371,191	3734
D. Undue concentration			3650
E. Other (List)			3736
		( 371,191)	3740
10. Net Capital	\$	17,492,425	3750

OMIT PENNIES

**FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT  
PART IIA**

<b>BROKER OR DEALER</b> SIEBERT CISNEROS SHANK & CO., L.L.C.	as of <u>12/31/16</u>
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**COMPUTATION OF BASIC NET CAPITAL REQUIREMENT**

**Part A**

11. Minimum net capital required (6-2/3% of line 19)	\$	224,901	3756
12. Minimum dollar net capital requirement of reporting broker or dealer and minimum net capital requirement of subsidiaries computed in accordance with Note (A)	\$	250,000	3758
13. Net capital requirement (greater of line 11 or 12)	\$	250,000	3760
14. Excess net capital (line 10 less 13)	\$	17,242,425	3770
15. Net capital less greater of 10% of line 19 or 120% of line 12	\$	17,155,074	3780

**COMPUTATION OF AGGREGATE INDEBTEDNESS**

16. Total A.I. liabilities from Statement of Financial Condition	\$	3,373,514	3790
17. Add:			
A. Drafts for immediate credit	\$	3800	
B. Market value of securities borrowed for which no equivalent value is paid or credited	\$	3810	
C. Other unrecorded amounts (List)	\$	3820	
19. Total aggregate indebtedness	\$	3,373,514	3830
20. Percentage of aggregate indebtedness to net capital (line 19 divided by line 10)	%	19.29	3850
21. Percentage of debt to debt-equity total computed in accordance with Rule 15c-3-1(d)	%	0.00	3860

**COMPUTATION OF ALTERNATE NET CAPITAL REQUIREMENT**

**Part B**

22. 2% of combined aggregate debit items as shown in Formula for Reserve Requirements pursuant to Rule 15c3-3 prepared as of the date of net capital computation including both brokers or dealers and consolidated subsidiaries' debits	\$	3870	3870
23. Minimum dollar net capital requirement of reporting broker or dealer and minimum net capital requirement of subsidiaries computed in accordance with Note (A)	\$	3880	3880
24. Net capital requirement (greater of line 22 or 23)	\$	3760	3910
25. Excess net capital (line 10 less 24)	\$	3910	3910
26. Net capital in excess of the greater of:			
5% of combined aggregate debit items or 120% of minimum net capital requirement	\$	3920	3920

**NOTES:**

- (A) The minimum net capital requirement should be computed by adding the minimum dollar net capital requirement of the reporting broker dealer and, for each subsidiary to be consolidated, the greater of:
1. Minimum dollar net capital requirement, or
  2. 6-2/3% of aggregate indebtedness or 4% of aggregate debits if alternative method is used.
- (B) Do not deduct the value of securities borrowed under subordination agreements or secured demand notes covered by subordination agreements not in satisfactory form and the market values of the memberships in exchanges contributed for use of company (contra to item 1740) and partners' securities which were included in non-allowable assets.
- (C) For reports filed pursuant to paragraph (d) of Rule 17a-5, respondent should provide a list of material non-allowable assets.

**FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT  
PART IIA**

**BROKER OR DEALER**

**SIEBERT CISNEROS SHANK & CO., L.L.C.**

For the period (MMDDYY) from 10/01/16 3932 to 12/31/16 3933  
Number of months included in this statement 3 3931

**REVENUE**

**STATEMENT OF INCOME (LOSS)**

1. Commissions:			
a. Commissions on transactions in exchange listed equity	securities executed on an exchange	\$ 431,292	3935
b. Commissions on listed option transactions			3938
c. All other securities commissions			3939
d. Total securities commissions		431,292	3940
2. Gains or losses on firm securities trading accounts			
a. From market making in options on a national securities	exchange		3945
b. From all other trading		1,966,483	3949
c. Total gain (loss)		1,966,483	3950
3. Gains or losses on firm securities investment accounts			3952
4. Profits (losses) from underwriting and selling groups		4,607,614	3955
5. Revenue from sale of investment company shares			3970
6. Commodities revenue			3990
7. Fees for account supervision, investment advisory and administrative services		10,000	3975
8. Other revenue		2,122	3995
9. Total revenue		\$ 7,017,511	4030

**EXPENSES**

10. Salaries and other employment costs for general partners	and voting stockholder officers	357,300	4120
11. Other employee compensation and benefits		4,501,438	4115
12. Commissions paid to other brokers-dealers		239,123	4140
13. Interest expense			4075
a. Includes interest on accounts subject to subordination	agreements	4070	
14. Regulatory fees and expenses		66,604	4195
15. Other expenses		2,849,281	4100
16. Total expenses		\$ 8,013,746	4200

**NET INCOME**

17. Net Income (loss) before Federal income taxes and items	below (Item 9 less Item 16)	\$ (996,235)	4210
18. Provision for Federal income taxes (for parent only)			4220
19. Equity in earnings (losses) of unconsolidated subsidiaries	not included above		4222
a. After Federal income taxes of		4238	
20. Extraordinary gains (losses)			4224
a. After Federal income taxes of		4239	
21. Cumulative effect of changes in accounting principles			4225
22. Net income (loss) after Federal income taxes and extraordinary items		\$ (996,235)	4230

**MONTHLY INCOME**

23. Income (current month only) before provision for Federal	Income taxes and extraordinary items	(597,030)	4211
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FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT  
PART IIA

BROKER OR DEALER  
SIEBERT CISNEROS SHANK & CO., L.L.C.

For the period (MMDDYY) from 10/01/16 to 12/31/16

STATEMENT OF CHANGES IN OWNERSHIP EQUITY  
(SOLE PROPRIETORSHIP, PARTNERSHIP OR CORPORATION)

1. Balance, beginning of period	\$	20,220,282	4240
A. Net income (loss)		(996,235)	4250
B. Additions (includes non-conforming capital of	\$	4262	4260
C. Deductions (includes non-conforming capital of	\$	4272	4270
2. Balance, end of period (from item 1800)	\$	18,686,545	4290

STATEMENT OF CHANGES IN LIABILITIES SUBORDINATED  
TO CLAIMS OF GENERAL CREDITORS

3. Balance, beginning of period	\$		4300
A. Increases			4310
B. Decreases			4320
4. Balance, end of period (from item 3520)	\$		4330

OMIT PENNIES

**FINANCIAL AND OPERATIONAL COMBINED UNIFORM SINGLE REPORT  
PART IIA**

<b>BROKER OR DEALER</b> SIEBERT CISNEROS SHANK & CO., L.L.C.	as of <u>12/31/16</u>
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**Exemptive Provision Under Rule 15c3-3**

25. If an exemption from Rule 15c3-3 is claimed, identify below the section upon which such exemption is based:

- A. (k) (1) - Limited business (mutual funds and/or variable annuities only) \$ \_\_\_\_\_ 4550
- B. (k) (2) (i) - "Special Account for the Exclusive Benefit of customers" maintained \_\_\_\_\_ 4560
- C. (k) (2) (ii) - All customer transactions cleared through another broker-dealer on a fully disclosed basis.  
 Name(s) of Clearing Firm(s) - Please separate multiple names with a semi-colon  
National Financial Services 4335 X 4570
- D. (k) (3) - Exempted by order of the Commission \_\_\_\_\_ 4580

**Ownership Equity and Subordinated Liabilities maturing or proposed to be withdrawn within the next six months and accruals, (as defined below), which have not been deducted in the computation of Net Capital.**

Type of Proposed Withdrawal or Accrual (See below for code to enter)	Name of Lender or Contributor	Insider or Outsider ? (In or Out)	Amount to be withdrawn (cash amount and/or Net Capital Value of Securities)	(MMDDYY) Withdrawal or Maturity Date	Expect to Renew (Yes or No)
4600	4601	4602	4603	4604	4605
4610	4611	4612	4613	4614	4615
4620	4621	4622	4623	4624	4625
4630	4631	4632	4633	4634	4635
4640	4641	4642	4643	4644	4645
4650	4651	4652	4653	4654	4655
4660	4661	4662	4663	4664	4665
4670	4671	4672	4673	4674	4675
4680	4681	4682	4683	4684	4685
4690	4691	4692	4693	4694	4695
<b>TOTAL</b>			<b>\$ _____ 4699</b>		

OMIT PENNIES

Instructions: Detail listing must include the total of items maturing during the six month period following the report date, regardless of whether or not the capital contribution is expected to be renewed. The schedule must also include proposed capital withdrawals scheduled within the six month period following the report date including the proposed redemption of stock and payments of liabilities secured by fixed assets (which are considered allowable assets in the capital computation pursuant to Rule 15c3-1(c) (2) (iv)), which could be required by the lender on demand or in less than six months.

**WITHDRAWAL CODE: DESCRIPTION**

1. Equity Capital
2. Subordinated Liabilities
3. Accruals
4. 15c3-1(c) (2) (iv) Liabilities

**Tab 8 - Pricing:**

Pricing submitted separately in a separate sealed envelope with disc or in Packet #2.”

Tab 9 - Deal Lists, Resumes and References:

SCS TRANSPORTATION DEAL LIST

Issuer	State	Sale Date	Amount (\$ mils)	Security Description	Coupon Type	Ratings	SCS Role	SCS T/D Comp %
TX Transps. Comm	NY	01/13/17	1,202.98	General Rev & Refunding Bonds	F	Aa3/AA-/AA-	CO	3.68
Love Field Airport	TX	12/08/16	116.85	General Airport Rev Bonds	F	A1/A/A	SR	30.00
Chicago City-Illinois	IL	11/30/16	1,117.25	Gen Airport Sr Lien Rev bonds	F	NR/A/A	CO	5.00
MTA	NY	09/15/16	1,057.43	Hudson Rail Yards Trust Oblig	F	A2/NR/NR	CO	2.50
State of Connecticut	CT	09/14/16	868.27	Special Tax Oblig & Ref Bonds	F	Aa3/AA/AA-	SR	49.00
Pennsylvania Turnpike	PA	08/02/16	313.99	Oil Franchise Tax Sr & Sub	F	Aa3/AA/AA-	SR	46.00
MTA	NY	07/21/16	863.86	Transportation Rev Bonds	F/V	A1/AA-/A	CO	1.10
MTA	NY	06/23/16	673.99	Transportation Rev Ref Bonds	F	A1/AA-/A	SR	18.88
New York Transp. Dev	NY	05/17/16	2,260.38	Special Facilities Bonds	F	Baa3/NR/BBB	CO	5.00
North Texas Tollway Auth	TX	05/12/16	987.79	System 1st Tier Rev Ref Bonds	F	A1/A/NR	CO	11.00
NYS Thruway Auth	NY	05/05/16	850.00	Gen Rev Jr Indebtedness	F	A3/A-/NR	CS	10.00
Empire State Dev	NY	03/09/16	1,021.61	State PIT Rev Bonds	F	NR/AAA/AA+	CO	2.00
MTA	NY	02/19/16	782.52	Transportation Rev Green Bonds	F	A1/AA-/A	CO	1.32
<b>Illinois Tollway</b>	<b>IL</b>	<b>12/08/15</b>	<b>333.06</b>	<b>Toll Highway Senior Rev Ref</b>	<b>F</b>	<b>Aa3/AA-/AA-</b>	<b>SR</b>	<b>24.00</b>
LA Co Metro Trans	CA	11/10/15	64.77	General Rev Ref Bonds	F	Aa2/AA/NR	SR	60.00
LA Dept of Airports	CA	11/05/15	324.33	Senior Rev Bonds	F	Aa3/AA-/AA-	SR	60.00
Port Authority of NY & NJ	NY	10/09/15	1,500.00	Consolidated Bonds	F	Aa3/AA-/AA-	CO	6.00
MTA	NY	07/24/15	550.00	Transportation Rev Ref Bonds	F/V	A1/AA-/A	SR RA	18.65
NYS Dorm Authority	NY	07/23/15	1,523.10	Sales Tax Rev Bonds	F	NR/AAA/AA+	SR	20.00
TX Transps. Comm	TX	01/21/15	1,608.34	Rev Refunding Bonds	F/V/CAB	A3/A-/A-	CO	5.00
MTA	NY	01/16/15	850.00	Transportation Rev Bonds	F/V	A2/AA-/A	CO	1.95
<b>Illinois Tollway</b>	<b>IL</b>	<b>11/25/14</b>	<b>264.56</b>	<b>Toll Highway Senior Rev Bonds</b>	<b>F</b>	<b>Aa3/AA-/AA-</b>	<b>SR</b>	<b>25.00</b>
Pennsylvania Turnpike	PA	10/17/14	201.40	Turnpike Subordinate Rev Bonds	F	A3/A-/A-	SR	40.00
Chicago City-Illinois	IL	05/29/14	771.81	2nd Ln Rev & Rev Ref Bonds	F	A3/A-/A-	CO	5.50
Missou Highway & Transp	MO	05/21/14	900.99	1st & 2nd Lien Ref St Road	F	Aaa/AAA/AAA	CO	4.00
Atlanta City-Georgia	GA	03/26/14	846.49	Airport General Rev Ref Bonds	F	Aa3/A+/A+	SR	50.00
TX Transps. Comm	TX	03/07/14	1,457.60	State Highway Fd Rev & Ref	F/V	Aaa/AAA/NR	CO	5.00
MTA	NY	02/21/14	400.00	Transportation Rev & Ref Bonds	F	A2/A+/A	SR	17.60
<b>Illinois Tollway</b>	<b>IL</b>	<b>01/28/14</b>	<b>378.72</b>	<b>Toll Hway Senior Rev Ref Bonds</b>	<b>F</b>	<b>Aa3/AA-/AA-</b>	<b>CS</b>	<b>10.00</b>
NYS Thruway Auth	NY	01/23/14	677.46	General Rev Bonds	F	A2/A/NR	SR	10.00

RESUMES

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**Sewon Kim, Head of Transportation**  
*Transportation Expertise*

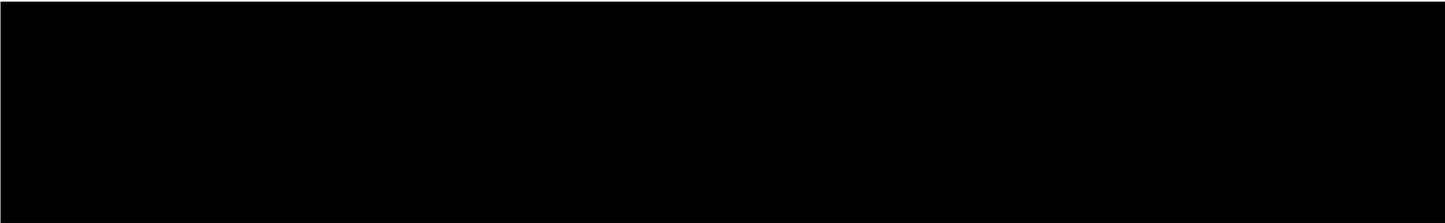
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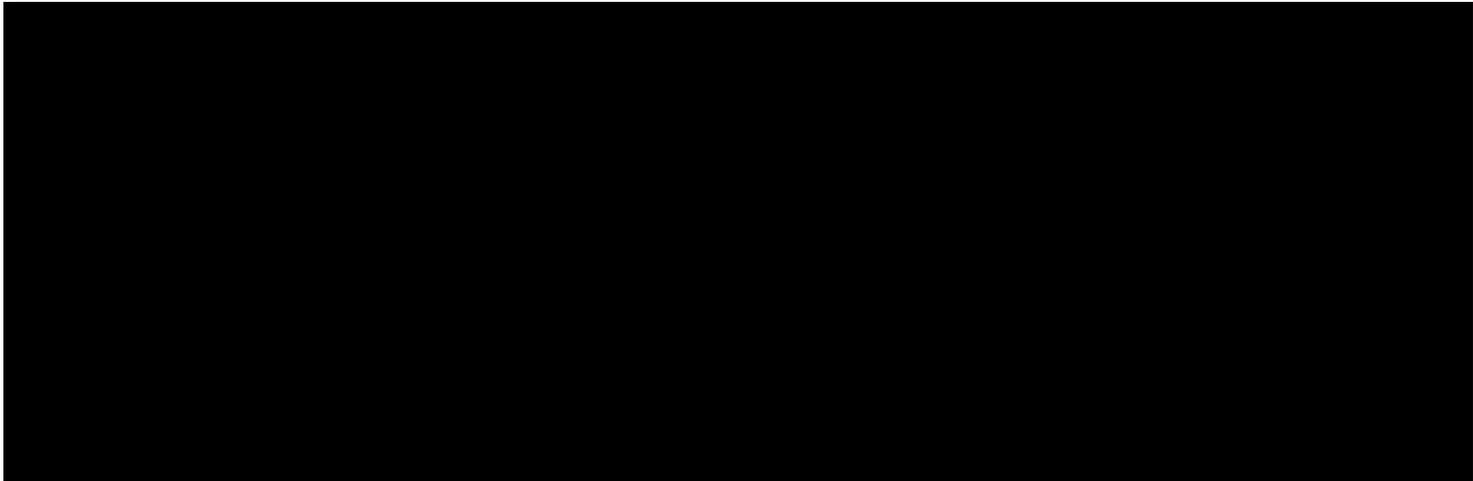
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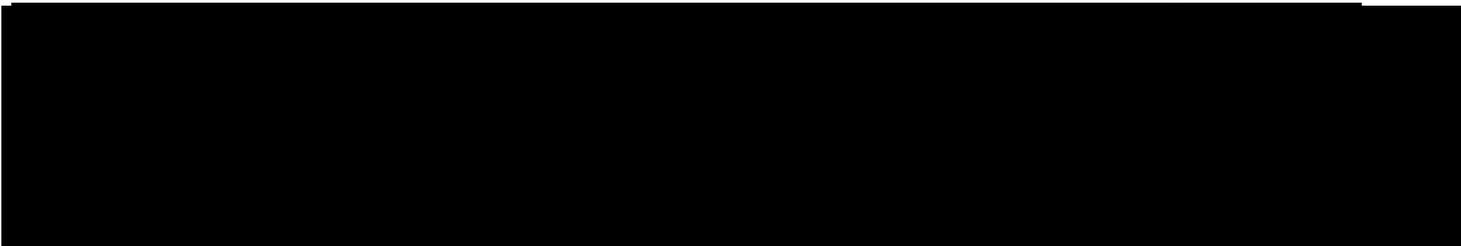
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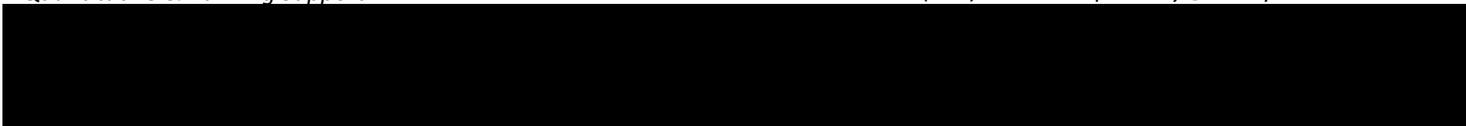
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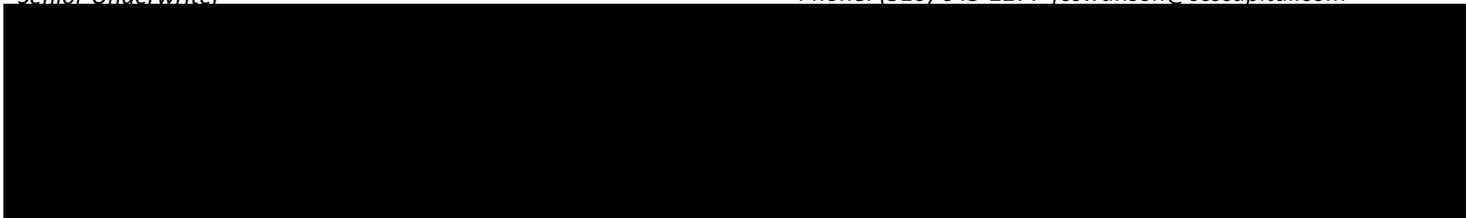
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**SCS CLIENT REFERENCES**

Pennsylvania Turnpike	State of Connecticut	Metropolitan Transit Authority
		
<p><b>Nikolaus Grieshaber</b>                  Chief Financial Officer                  700 South Eisenhower Blvd.                  Middletown, PA 17057                  (717) 920-7221  <a href="mailto:ngriesha@paturnpike.com">ngriesha@paturnpike.com</a></p>	<p><b>Peter McAlpine</b>                  Principal Debt Mgt. Specialist                  55 Elm Street                  Hartford, CT 06106                  860-702-3257  <a href="mailto:peter.mcalpine@ct.gov">peter.mcalpine@ct.gov</a></p>	<p><b>Patrick J. McCoy</b>                  Finance Director                  2 Broadway, 4th Floor                  New York, NY 1004                  (212) 878-7183  <a href="mailto:pmccoy@mtahq.org">pmccoy@mtahq.org</a></p>

**STATE OF ILLINOIS**  
**OFFER TO THE STATE OF ILLINOIS**

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**C.** Project Title / Reference #22039948: Bond Underwriting Services, RFP #16-0155

The undersigned authorized representative of the identified Offeror hereby submits this Offer to perform in full compliance with the subject solicitation. By completing and signing this Form, the Offeror makes an Offer to the State of Illinois that the State may accept.

Offeror should use this Form as a final check to ensure that all required documents are completed and included with the Offer. Offeror must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. Offeror understands that failure to meet all requirements is cause for disqualification.

**C.1. SOLICITATION AND CONTRACT REVIEW:** Offeror reviewed the Request for Proposal, including all referenced documents and instructions, completed all blanks, provided all required information, and demonstrated how it will meet the requirements of the State of Illinois.

Yes  No

**C.2. ADDENDA:** Offeror acknowledges receipt of any and all addenda to the solicitation and has taken those into account in making this Offer.

Yes  No  N/A

**C.3. OFFEROR CONFERENCE:** If attendance was mandatory, Offeror attended the Offeror's Conference.

Yes  No  N/A

**C.4. OFFER SUBMISSION:** Offeror is submitting the correct number of copies, in a properly labeled container(s), to the correct location, and by the due date and time.

Yes  No

**C.5. FORMS A or FORMS B:** Offeror is properly submitting either Forms A or Forms B, but not both.

Yes  No

**C.6. BOND:** If applicable, Offeror is submitting its Bid Bond or Performance Bond.

Yes  No  N/A

**C.7. SMALL BUSINESS SET-ASIDE:** Offeror is a qualified small business in the Small Business Set-Aside Program at the time Offers are due.

Yes  No  N/A

**C.8. PACKET 1 – SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK**

Yes  No

- C.8.1 Offeror’s Proposed Solution to Meet the State’s Requirements  Yes  No
- C.8.2 Milestones and Deliverables  Yes  No
- C.8.3 Offeror/Staff Specifications  Yes  No
- C.8.4 Transportation and Delivery Terms  Yes  No  N/A
- C.8.5 Where Services Are to Be Performed  Yes  No  N/A

**C.9. PACKET 2 – PRICING**

Yes  No

**C.10. PACKET 3 – OFFER**

Yes  No

- C.10.1 Offer  Yes  No
- C.10.2 Exceptions to Solicitation Contract Terms and Conditions  Yes  No  N/A
- C.10.3 Supplemental Provisions  Yes  No  N/A
- C.10.4 Subcontractor Disclosures  Yes  No  N/A
- C.10.5 References  Yes  No  N/A

**C.11. PACKET 4 – FORMS A**

Yes  No

- C.11.1 Business and Directory Information  Yes  No
- C.11.2 Illinois Department of Human Rights Public Contracts Number  Yes  No
- C.11.3 Authorized to do Business in Illinois  Yes  No
- C.11.4 Standard Certifications  Yes  No
- C.11.5 State Board of Elections  Yes  No
- C.11.6 Disclosure of Business Operations in Iran  Yes  No
- C.11.7 Financial Disclosures and Conflicts of Interest  Yes  No
- C.11.8 Taxpayer Identification Number  Yes  No

**C.12. PACKET 4 – FORMS B**

Yes  No

- C.12.1 Illinois Procurement Gateway Registration # with expiration date  Yes  No
- C.12.2 Certifications Timely to this Solicitation  Yes  No
- C.12.3 Replacement Certification to IPG Certification #6 (supersedes response in IPG)  Yes  No
- C.12.4 Disclosure of Lobbyists for Bidder and parent entity(ies)  Yes  No
- C.12.5 Disclosure of current and pending contract  Yes  No
- C.12.6 Signature  Yes  No
- C.12.7 Taxpayer Identification Number  Yes  No

**C.13. PACKET 5 – REDACTED OFFER**

Yes  No

**C.14. PACKET 6 – BEP UTILIZATION PLAN**

- C.14.1 Does this solicitation contain a BEP goal?  Yes  No
- C.14.2 Minorities, Females, Persons with Disabilities Participation and Utilization Plan  Yes  No  N/A

**C.15. PACKET 7 – VSB UTILIZATION PLAN**

- C.15.1 Does this solicitation contain a VSB goal?  Yes  No
- C.15.2 Veteran Small Business Participation and Utilization Plan  Yes  No  N/A

**C.16. PREFERENCES**

The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois.

Does Offeror make any claims for preferences? If so, please mark the applicable preference(s) and include a listing of the items that qualify for the preference at the end of this Section and a description of why the preference applies. Agency reserves the right to determine whether the preference indicated applies to Offeror.

- Resident Bidder (30 ILCS 500/45-10).
- Soybean Oil-Based Ink (30 ILCS 500/45-15).
- Recycled Materials (30 ILCS 500/45-20).
- Recycled Paper (30 ILCS 500/45-25).
- Environmentally Preferable Supplies (30 ILCS 500/45-26).
- Correctional Industries (30 ILCS 500/45-30).
- Sheltered Workshops for the Severely Handicapped (30 ILCS 500/45-35).
- Gas Mileage (30 ILCS 500/45-40).
- Small Businesses (30 ILCS 500/45-45).

- Illinois Agricultural Products (30 ILCS 500/45-50).
- Corn-Based Plastics (30 ILCS 500/45-55).
- Disabled Veterans (30 ILCS 500/45-57).
- Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-6)
- Biobased Products (30 ILCS 500/45-75).
- Historic Preference Area (30 ILCS 500/45-80).
- Procurement of Domestic Products (30 ILCS 517).
- Public Purchases in Other States (30 ILCS 520).
- Illinois Mined Coal (30 ILCS 555).
- Steel Products Procurement (30 ILCS 565).
- Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).
- Veterans Preference (330 ILCS 55).

Siebert Cisneros Shank & Co., L.L.C. is a certified

Items that Qualify and Explanation: **Enter text** minority enterprise.

Signature of Authorized Representative: \_\_\_\_\_

Printed Name of Signatory: **Enter text** Karen Walker

Offeror's Name: **Enter text** Siebert Cisneros Shank & Co., L.L.C.

Date: **Click here to enter a date.** February 2, 2017

the expected amount of money each will receive in the Subcontractor Disclosure form found in Section 3 Part I.

D.6.2. The Offeror shall notify the State of any additional or substitute subcontractors hired during the term of the contract. If required, Offeror shall provide the State a copy of all such subcontracts within fifteen (15) days after execution of the contract or the subcontract, whichever occurs later.

D.6.3. Any subcontracts entered into prior to award of the contract are done at the sole risk of the Offeror and subcontractor(s).

**D.7. WHERE SERVICES ARE TO BE PERFORMED**

D.7.1. Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and the economic impact on Illinois and its residents may be considered in the evaluation. If the Offeror 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 Offeror.

D.7.2. Offeror 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 Offeror received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.

D.7.3. Location where services will be performed: [Click here to enter text.](#)

All work will be performed within the United States. Specifically, IL, CA and NY offices.

D.7.4. Percentage of contract of services performed at this location: [Click here to enter text.](#)

Banking services will be split between the IL and NY offices and underwriting in NY and CA.

**D.8. OFFEROR'S PROPOSED SOLUTION TO MEET THE STATE'S REQUIREMENTS (Packet 1):** Please respond in the following prescribed format:

The Proposal volumes shall be organized and formatted in separately bound volumes (using three-ring or loose-leaf binders). All hardcopies shall be submitted on 8.5-inch by 11-inch paper. Legibility, clarity, and completeness are essential. Any page limits must be strictly adhered to. Respondents are advised to adhere to the submittal requirements of this RFP. Failure to comply with the instructions of this RFP may be cause for rejection of a non-compliant proposal. Offerors are encouraged to provide adequate details for any request for information as noted in this RFP.

The Offeror shall tab and title the sections of their response as noted below. **PAGE LIMIT: The sum of the pages in Tabs 3, 4, 5 and 6 may not exceed 17 pages – exceeding the page limit may result in disqualification.** Proposal scoring will be based on the Respondent's submittal for the following elements:

**Tab 1 - Table of Contents:** The Offeror shall include a table of contents in its Offer. Offers shall be page numbered sequentially from front to back.

**Tab 2 - Transmittal Letter:** An individual authorized to legally bind the Offeror shall sign the transmittal letter. The person who signs the transmittal letter will be considered the contact person for all matters pertaining to the Offer unless the Offeror designates another person as such contact in the letter. The letter shall include the Offeror's mailing address, e-mail address, fax number and telephone number.

**STATE OF ILLINOIS**  
**STANDARD TERMS AND CONDITIONS**

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**SECTION 3.**

**F.1. TERM AND TERMINATION:**

**1.1. TERM OF THIS CONTRACT:** This contract has an initial term of three (3) years. If a start date is not identified, then the term shall commence upon the last dated signature of the Parties.

1.1.1. In no event will the total term of this contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.

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

**1.2. RENEWAL:** Subject to the maximum total term identified above, the State has the option to renew for the following term(s): up to two years, in any combination of full or partial year terms.

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

1.2.2. Any renewal of this contract is subject to the same terms and conditions as apply to the initial term of this 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. This contract may neither renew automatically nor renew solely at the Vendor's option.

**1.3. 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 this contract.

If Vendor fails to perform any material requirement of this contract to the State's satisfaction, 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, then 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 this contract without additional written notice or (b) enforce the terms and conditions of this 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.

**1.4. 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.

1.4.1. 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.

**1.5. 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 Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency 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.

**F.2. PAYMENT TERMS AND CONDITIONS:**

**2.1. 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 in Vendor's invoices shall have no force or effect.

**2.2. MINORITY CONTRACTOR INITIATIVE:** Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under this contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

**2.3. 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 this contract is prior to execution.

**2.4. PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance with this contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.

**2.5. 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 goods/services 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.

**2.6. INVOICING:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this 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 be required to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

- 2.6.1. 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 Illinois tax exemption number and Federal tax exemption information.
- 2.6.2. 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 therein.

Send invoices to:

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

**F.3. ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

**F.4. SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this 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.

**F.5. AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under this contract or completion of the contract, and by the subcontractor(s) for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor 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.

- F.6. 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 this contract is being resolved unless otherwise directed by the State.
- F.7. 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.
- F.8. 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 this contract without penalty if performance does not resume within thirty (30) days after the declaration.
- F.9. CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- F.10. 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 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 the confidentiality provisions of this contract.
- F.11. INDEMNIFICATION:** The Vendor shall indemnify and hold harmless the State of Illinois, the Illinois State Tollway Highway Authority, its officers, employees, and agents from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party.

**F.12 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 submitted to the Tollway for acceptance. All coverages must be with Insurance Companies with an A.M. Best Company financial strength rating of "A minus" or better. 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. Worker's Compensation insurance as required by the State of Illinois and include Employers Liability.

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

1. Commercial General Liability: \$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: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employers Liability: Statutory Limits with Employers Liability limit of not less than \$500,000 per occurrence.

In addition to the above, the Vendor shall maintain, for the duration of the contract, professional liability insurance in an amount acceptable to the Tollway. Work shall not commence until documentation acceptable to the Tollway evidencing such professional liability insurance has been provided.

The Illinois State Toll Highway Authority including all appointed officials and employees, shall be named "Additional Insured" as part of the commercial general liability and automobile liability coverage. This coverage 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.

All deductibles or self-insured retentions must be declared and recognized by the Authority. Proof of insurance shall include originals of the applicable "additional insured" endorsements for approval of the Authority. Any failure by the Authority to request proof of insurance will not waive the requirement of maintenance of minimum protection specified.

**F.13 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

**F.14 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director or University's president if Vendor solicits or intends to solicit State employees to perform any work under this contract.

- F.15 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.
- F.16 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background checks.
- F.17 APPLICABLE LAW:**
- 17.1 PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 17.2 EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.
- 17.3 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.
- 17.4 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](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).
- F.18 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of 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.
- F.19 CONTRACTUAL AUTHORITY:** The Agency/University 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/University, 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/University that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- F.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.
- F.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, to the extent 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.

**F.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 this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, whether to 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.

**F.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 notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

**F.24 SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

**F.25 WARRANTIES FOR SUPPLIES AND SERVICES**

25.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, 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 limitation, reasonable attorneys' fees and expenses arising from failure of the supplies to meet such warranties.

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.

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 the performance 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.

**F.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS:**

26.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

26.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. For the purposes of this section, qualified veteran is defined in 30 ILCS 500/45-67 and ex-offender is defined in 30 ILCS 500/45-70.

**F.27 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

**STATE OF ILLINOIS**  
**EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS**

- G. **Siebert Cisneros Shank & Co., L.L.C.** [Click here to enter text.](#) agrees with the terms and conditions set forth in the State of Illinois Request for Proposal (Reference Number: [Click here to enter text.](#) **#16-0155**), including the standard terms and conditions, Illinois Tollway's supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Offeror, both Parties agree that all of the duties and obligations that the Offeror owes to Tollway for the work performed shall be pursuant to the solicitation, resulting contract, and Offeror's exceptions accepted by the State thereto as set forth below.
	<b>STANDARD TERMS AND CONDITIONS</b>
<b>Section/ Subsection #</b>	State the exception such as "add," "replace," and/or "delete."
	<b>ADDITIONAL OFFEROR PROVISIONS</b>
<b>New Provision(s), # et. seq.</b>	<b>Section/Subsection New Number, Title of New Subsection:</b> State the new additional term or condition.

By: [Click here to enter text.](#) **Siebert Cisneros Shank & Co., L.L.C.**

Signed:  \_\_\_\_\_

Position: **Managing Director** [Click here to enter text.](#)

Date: [Click here to enter text.](#)  
**February 2, 2017**

**STATE OF ILLINOIS**  
**STATE SUPPLEMENTAL PROVISIONS**

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**H.1. State Supplemental Provisions:**

Illinois Tollway Definitions

[Click here to enter text.](#)

Required Federal Clauses, Certifications and Assurances

[Click here to enter text.](#)

American Recovery and Reinvestment Act of 2009 (ARRA) Requirements

[Click here to enter text.](#)

Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

[Click here to enter text.](#)

Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

[Click here to enter text.](#)

Illinois Tollway Specific Terms and Conditions

[Click here to enter text.](#)

Other (describe)

[Click here to enter text.](#)

**1.1 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.

**1.2 AGENCY SUPPLEMENTAL TERMS AND CONDITIONS:**

**1.2.1 Order of Precedence:**

This contract Request for Proposal (RFP), 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. Other submissions received after the initial proposal as part of the renegotiation process, if applicable and agreed upon

**1.2.2 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.

**1.2.3 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.

**1.2.4 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.

**1.2.5 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.

**1.2.6 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.

**1.2.7 Vendor's Termination Duties:**

The Vendor, upon receipt of notice of termination or upon request of the Tollway/Buyer, shall:

- 1.2.7.1 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;

- 1.2.7.2 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;
- 1.2.7.3 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;
- 1.2.7.4 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;
- 1.2.7.5 Immediately return to the Tollway/Buyer any payments made by the Tollway/Buyer for services that were not rendered by the Vendor.

**1.3 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.

**1.4 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.

- 1.4.1 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean the Illinois State Toll Highway Authority.
- 1.4.2 The State Prompt Payment Act (30 ILCS 40) does not apply to the Tollway. Therefore, the first two sentences of paragraph 2.1 are deleted.
- 1.4.3. The Tollway is not currently an appropriated agency. Therefore, to the extent paragraph 1.5 concerns the Tollway being an appropriated agency, it does not apply.
- 1.4.4. The invoice submission deadline included in the second sentence of above paragraph 2.6 does not apply to the Tollway. Therefore, the second sentence of this paragraph is stricken. However, the remainder of the paragraph remains in effect.

**1.5 REPORT OF A CHANGE IN CIRCUMSTANCES:**

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

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

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

## STATE OF ILLINOIS SUBCONTRACTOR DISCLOSURE

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I.1. Will subcontractors be utilized?  Yes  No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

I.2. The maximum percentage of the goods or services that are the subject of this Offer and the resulting contract that may be subcontracted is [Click here to enter text.](#)

I.3. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: [Click here to enter text.](#)

Anticipated/Estimated Amount to Be Paid: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Description of Work: [Click here to enter text.](#)

- Subcontractor Name: [Click here to enter text.](#)

Anticipated/Estimated Amount to Be Paid: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Description of Work: [Click here to enter text.](#)

**If additional space is necessary to provide subcontractor information, please attach an additional page.**

I.4. For the subcontractors identified above, the Offeror must provide each subcontractor's Financial Disclosures and Conflicts of Interest to the State.

I.5. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Offeror is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Offeror must also provide a completed Forms B for the subcontractor.

## STATE OF ILLINOIS REFERENCES

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Provide references from established firms or government agencies ([Click here to enter text.](#)) other than the procuring agency/university that can attest to Offeror's experience and ability to perform the contract that is the subject of this solicitation.

- J.1.** Firm/Government Agency/University (name): [Click here to enter text.](#) **Pennsylvania Turnpike**
- Contact Person (name, title, email address, address, and phone): [Click here to enter text.](#)  
Nikolaus Grieshaber, CFO, ngriesha@paturndpike.com, 717-920-7221, 700 S Eisenhower Blvd, Middletown, PA  
Date of Supplies/Services Provided: [Click here to enter text.](#)
- Type of Supplies/Services Provided: [Click here to enter text.](#) Underwriting Services
- J.2.** Firm/Government Agency/University (name): [Click here to enter text.](#) **State of Connecticut**
- Contact Person (name, title, email address, address, and phone): [Click here to enter text.](#)  
Peter McAlpine, Principal Debt Mgt. Specialist, peter.mcalpine@ct.gov, 860-702-3257, 55 Elm St, Hartford, CT  
Date of Supplies/Services Provided: [Click here to enter text.](#)
- Type of Supplies/Services Provided: [Click here to enter text.](#) Underwriting Services
- J.3.** Firm/Government Agency/University (name): [Click here to enter text.](#) **Metropolitan Transit Authority**
- Contact Person (name, title, email address, address, and phone): [Click here to enter text.](#)  
Patrick J. McCoy, Finance Director, pmccoy@mtahq.org, 212-878-7183, 2 Broadway, 4th FL, New York, NY  
Date of Supplies/Services Provided: [Click here to enter text.](#)
- Type of Supplies/Services Provided: [Click here to enter text.](#) Underwriting Services
- J.4.** Firm/Government Agency/University (name): [Click here to enter text.](#) **North Texas Tollway Authority**
- Contact Person (name, title, email address, address, and phone): [Click here to enter text.](#)  
Ms. Dana Boone, Director of Cash & Debt Management, dgibsonboone@ntta.org, 214-461-2019,  
Date of Supplies/Services Provided: [Click here to enter text.](#) 5900 W Plano Parkway #100, Plano, TX 75093
- Type of Supplies/Services Provided: [Click here to enter text.](#)  
Underwriting Services

Offeror Name: [Click here to enter text.](#)  
Siebert Cisneros Shank & Co. L.L.C.

Return Mailing Address: [Click here to enter text.](#)  
111 E Wacker Drive, Suite 2605  
Chicago, IL 60601

## STATE OF ILLINOIS FORMS A

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

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

Vendor Name: Siebert Cisneros Shank & Co.,L.L.C.	Phone: 312-759-0400
Street Address: 111 E Wacker Drive, Suite 2605	Email: kwalker@scscapital.com
City, State Zip: Chicago, IL 60601	Vendor Contact: Karen Walker

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

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

# OUTLINE

## FORMS A

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

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

**STATE OF ILLINOIS**  
**BUSINESS AND DIRECTORY INFORMATION**

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- 1.1. Name of Business (official name and DBA)  
Siebert Cisneros Shank & Co.,L.L.C.
- 1.2. Business Headquarters (address, phone and fax)  
Siebert Cisneros Shank is dually headquarterd in New York and Oakland, CA  
100 Wall Street, 18<sup>th</sup> Floor, New York, NY 10005 Phone: 646-775-4853 Fax: 646-576-9680  
1999 Harrison Street, Suite 2720, Oakland, CA 94612 Phone: 510-645-2245 Fax: 510-645-2255
- 1.3. If a Division or Subsidiary of another organization provide the name and address of the parent  
Siebert Cisneros Shank Financial Co.,LLC  
100 Wall Street, 18<sup>th</sup> Floor, New York, NY 10005
- 1.4. Billing Address: 111 East Wacker Drive, Suite 2605, Chicago, IL 60601
- 1.5. Name of Chief Executive Officer: Suzanne Shank
- 1.6. Company Web Site Address  
www.siebertcisnerosshank.com
- 1.7. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below)  
Limited Liability Partnership
- 1.8. Length of time in business  
20 years
- 1.9. Annual Sales for Offeror's most recently completed fiscal year  
\$35,314,094.00
- 1.10. Show number of full-time employees, on average, during the most recent fiscal year  
80
- 1.11. Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies:
- |   |   |
|---|---|
| 1.11.1. Minority (30 ILCS 575/2(A)(1) & (3))                    | <input checked="" type="checkbox"/> Yes |
| 1.11.2. Female (30 ILCS 575/2(A)(2) & (4))                      | <input checked="" type="checkbox"/> Yes |
| 1.11.3. Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) | <input type="checkbox"/> Yes            |
| 1.11.4. Disadvantaged (49 CFR 26)                               | <input type="checkbox"/> Yes            |
| 1.11.5. Veteran (30 ILCS 500/45-57)                             | <input type="checkbox"/> Yes            |

**STATE OF ILLINOIS**  
**ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER**

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

Name of Company (and DBA): Siebert Cisneros Shank & Co.,L.L.C.

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

IDHR Public Contracts Number: 94-936-00 Expiration Date: 05/06/2019.

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



## STATE OF ILLINOIS STANDARD CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

## STATE OF ILLINOIS STANDARD CERTIFICATIONS

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

## STATE OF ILLINOIS STANDARD CERTIFICATIONS

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

## STATE OF ILLINOIS STANDARD CERTIFICATIONS

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

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

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

or

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

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

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

A.  Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B.  Vendor certifies that it is a legal entity, and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

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

## STATE OF ILLINOIS STANDARD CERTIFICATIONS

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

**STATE OF ILLINOIS  
STATE BOARD OF ELECTIONS**

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5. Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors, bidders and offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if these Acts are violated.

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

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



**STATE OF ILLINOIS**  
**DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN**

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6. In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, will include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:
- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
  - the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid or offer that does not include this disclosure may be given a period after the bid or offer is submitted to cure non-disclosure. A chief procurement officer may consider the disclosure when evaluating the bid or offer or awarding the contract.

There are no business operations that must be disclosed to comply with the above cited law.

The following business operations are disclosed to comply with the above cited law:

N/A

**STATE OF ILLINOIS**  
**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

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

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

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

**This disclosure is submitted for:**

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

Project Name	Bond Underwriting and Remarketing Services
Illinois Procurement Bulletin Number	22037040
Contract Number	12-0045
Vendor Name	<u>Siebert Cisneros Shank &amp; Co., L.L.C.</u>
Doing Business As (DBA)	N/A
Disclosing Entity	<b>Siebert Cisneros Shank Financial Co.,L.L.C.</b>
Disclosing Entity’s Parent Entity	Click here to enter text.
Subcontractor	N/A
Instrument of Ownership or Beneficial Interest	Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Company) <input type="checkbox"/> If you selected Other, please describe: N/A

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 1

### SUPPORTING DOCUMENTATION SUBMITTAL

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

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 100 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS**

**STEP 2**

**DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

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

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

**OPTION A – Ownership Share and Distributive Income**

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

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

<b>TABLE – X</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>
Suzanne Shank	535 Griswold St, Ste 2250 Detroit, MI 48226	53%	Click here to enter text.
CM Holdings Inc	454 Soledad, Ste 300 San Antonio, TX 78205	28%	
William Thompson	100 Wall Street, 18 <sup>th</sup> FL New York, NY 10005	7%	
Sean Duffy	100 Wall Street, 18 <sup>th</sup> FL New York, NY 10005	7%	
Gary Hall	1999 Harrison Street, Suite 2720, Oakland, CA 94612	5%	

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

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

<b>TABLE – Y</b>			
<b>Name</b>	<b>Address</b>	<b>% of Distributive Income</b>	<b>\$ Value of Distributive Income</b>
See Table X			

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

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

Yes  No

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

Yes  No

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

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

TABLE – Z	
Name	Address
N/A	N/A

### STEP 3

#### DISCLOSURE OF LOBBYIST OR AGENT

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

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

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

Name	Address	Relationship to Disclosing Entity
N/A		

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

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 4

#### PROHIBITED CONFLICTS OF INTEREST

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

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Suzanne Shank, William Thompson, Sean Duffy and Gary Hall

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

### STEP 5

#### POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

Please provide the name of the person for which responses are provided: Suzanne Shank, William Thompson, Sean Duffy and Gary Hall

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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 office?  Yes  No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?  Yes  No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?  Yes  No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

### STEP 6

#### EXPLANATION OF AFFIRMATIVE RESPONSES

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

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

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

**STEP 7  
POTENTIAL CONFLICTS OF INTEREST  
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

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

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

Please provide the name of the person or entity for which responses are provided: Siebert Brandford Shank Financial Co.,L.L.C., Suzanne Shank, CM Holdings, LLC, William Thompson, Sean Duffy and Gary Hall

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. N/A

**STEP 8  
DISCLOSURE OF CURRENT AND PENDING CONTRACTS**

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

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

Yes  No.

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship:

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

**STEP 9**  
**SIGN THE DISCLOSURE**

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

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

Name of Disclosing Entity: Siebert Cisneros Shank Financial Co.L.L.C.

Signature: \_\_\_\_\_

A large black rectangular redaction box covers the signature area.

Date: 05/24/17

Printed Name: Joseph Mendola

Title: Chief Compliance Officer

Phone Number: 646-775-4841

Email Address: jmendola@sbsco.com

**STATE OF ILLINOIS**  
**TAXPAYER IDENTIFICATION NUMBER**

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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.

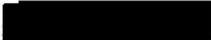
Name: Joseph Mendola

Business Name: Siebert Cisneros Shank Financial Co.,L.L.C.

Taxpayer Identification Number:

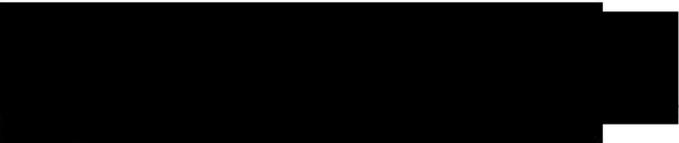
Social Security Number: N/A

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<br>medical and/or health care services     | <input checked="" type="checkbox"/> Limited Liability Company<br>(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input type="checkbox"/> C = corporation  |
|  | <input checked="" type="checkbox"/> P = partnership   |

Signature of Authorized Representative 

Date: May 24, 2017

**STATE OF ILLINOIS**  
**FORMS B CERTIFICATIONS AND DISCLOSURES**

IPB Reference #: 22039948

Procurement/Contract #: RFP#16-0155 Bond Underwriting Services

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

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

**1. Certification of Illinois Procurement Gateway Registration**

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

To ensure that you have a valid registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have a valid IPG registration.

IPG Registration #: 20005521 IPG Expiration Date: July 14, 2017

**2. Certification Timely to this Solicitation or Contract**

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 Public 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 22entity (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 the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.  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. Additional rows may be inserted into the table or an attachment may be provided if needed.

**STATE OF ILLINOIS  
FORMS B CERTIFICATIONS AND DISCLOSURES**

Name	Address	Relationship to Disclosing Entity
N/A	N/A	N/A

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/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 units of State of Illinois government?

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Finance Authority	SRF Underwriter Pool	July 2017	TBD	2014-AUG-010 IPB Reference # 22028183
Illinois Housing Development Authority	Underwriting Pool	September 2018	TBD	Municipal Housing Investment Banking Firms/ 2015-HAD-FI-008
Southern Illinois University	Underwriting Pool	July 2019	TBD	Underwriting Services L10012-001M
State of Illinois	Underwriting Pool	July 2019	TBD	Underwriter RFQ 16-OMB 10 IPB # 22038948

**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 and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, 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 disclosure information is submitted on behalf of:

Vendor Name: Siebert Cisneros Shank & CO., L.L.C.\*  
 Street Address: 111 East Wacker Drive, Suite 2605  
 City, State, Zip: Chicago, IL 60601

Phone: 312-759-1044  
 Email: kwalker@scscapital.com  
 Vendor Contact: Karen Walker

Signature: 

\*Siebert Brandford Shank & Co., L.L.C. changed its name to Siebert Cisneros Shank & Co., L.L.C. and are in the process of updating all required forms with the State of Illinois and Secretary of State.

Printed Name: Karen Walker  
 Title: Managing Director

**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

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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: Karen Walker

Business Name: Siebert Cisneros Shank & Co., L.L.C.

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<br>medical and/or health care services     | <input checked="" type="checkbox"/> Limited Liability Company<br>(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input type="checkbox"/> C = corporation  |
|  | <input checked="" type="checkbox"/> P = partnership   |

Signature of Authorized Representative: 

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Date: February 2, 2017