

STATE OF ILLINOIS
REQUEST FOR PROPOSALS
ILLINOIS POWER AGENCY
PROFESSIONAL SERVICES - PROGRAM ADMINISTRATION
Reference Number 18-RFP-01

The Illinois Power Agency (“Agency” or “State”) is issuing this request for proposals (“RFP”) seeking qualified and responsible experts or expert firms (“Offerors”) to serve as the Program Administrator for the renewable energy credit (“REC”) Adjustable Block Program (“ABP”) being developed and implemented by the Agency. A brief background and description is set forth below. The Agency welcomes responses from qualified Offerors able and willing to meet the requirements of this RFP. Evaluation of responses to this RFP and responses to the prior, related Request for Qualifications (18-RFQ-01) will form the basis for determining the selected Offeror for a contract award. Only proposals from short-listed respondents to 18-RFQ-01 shall be considered responsive to this RFP.

More information about the Adjustable Block Program and the responsibilities of its Program Administrator can be found in Section 1-75(c) of the Illinois Power Agency Act (20 ILCS 3855), Section 16-111.5(b)(5) of the Public Utilities Act (220 ILCS 5), and the Agency’s Long-Term Renewable Resources Procurement Plan (“LTRRPP” or “Plan”).^{1,2}

BACKGROUND: Public Act 99-0906 was enacted into law on December 7, 2016 and became effective on June 1, 2017. Among other changes to Illinois law, P.A. 99-0906 amends and expands the Illinois Renewable Portfolio Standard (“RPS”) by requiring the development of programs for the procurement of renewable energy credits from new photovoltaic systems in addition to the competitive procurement processes traditionally conducted by the Agency. These programs are proposed by the Agency as part of its Long-Term Renewable Resources Procurement Plan, the approval of which is currently the subject of a docketed proceeding before the Illinois Commerce Commission.

One such program the Agency is required to develop is the Adjustable Block Program. Designed for the “procurement of renewable energy credits from new photovoltaic projects that are distributed renewable energy generation devices and new photovoltaic community renewable generation projects”³ through 15-year REC delivery contracts, the Illinois RPS requires that the Adjustable Block Program “shall be designed to provide a transparent schedule of prices and quantities to enable the photovoltaic market to scale up and for renewable energy credit prices to adjust at a predictable rate over time.”⁴ As a prior block fills through developers’ proposed photovoltaic projects, a new block opens at a different (and possibly lower) REC price, requiring active management and administration for successful implementation of the program.

¹ The LTRRPP was filed by the Agency for review and approval by the Illinois Commerce Commission on December 4, 2017 (See Docket No. 17-0838). A copy of the Plan can be found at: https://www.illinois.gov/sites/ipa/Pages/Renewable_Resources.aspx. The ABP is described primarily in Chapters 6 and 7.

² In addition, the Agency has issued an RFQ and will be issuing an RFP for a Program Administrator (or Administrators), and for an Evaluator, for the Illinois Solar for All Program pursuant to Section 1-56(b) of the Illinois Power Agency Act. (See Chapter 8 of the LTRRPP.)

³ 20 ILCS 3855/1-75(c)(1)(K).

⁴ Id.

INTRODUCTION

Public Act 99-0906 authorizes the Agency to “retain one or more experts or expert consulting firms to develop, administer, implement, operate, and evaluate the Adjustable Block program...”⁵ After the IPA’s prior issuance of 18-RFQ-01, this RFP solicitation represents the second step in the process of retaining a Program Administrator. If selected through the RFP process, the selected Offeror will be expected to enter into a contract with the Agency.

This RFP is exempt from the procedures in the State of Illinois Procurement Code pursuant to Section 1-25(2) of the Illinois Power Agency Act (20 ILCS 3855/1-25(2)) and contains alternative bidding procedures pursuant to Section 20-10(i) of the Illinois Procurement Code (30 ILCS 500/20-10(i)).

BRIEF DESCRIPTION: The Agency seeks a third-party Program Administrator to administer all or a portion of the Adjustable Block Program as identified in the Agency’s LTRRPP.⁶ The Program Administrator will not be responsible for competitive procurements conducted by the Agency through its separate third-party Procurement Administrator or for the administration of the Agency’s Illinois Solar for All program (described under Section 1-56(b) of the IPA Act), which is the subject of a separate RFQ/RFP process.⁷

If selected through this RFP process, the selected Offeror will be expected to enter into a binding contract with the Agency. The Award Notice to the selected Offeror is subject to approval by the Illinois Commerce Commission. Once approved, the resulting contract with the awarded Offeror shall have an initial two-year term starting approximately May 15, 2018, with the possibility for renewal for three additional years.

Please read the entire solicitation and submit a Proposal in accordance with the instructions. All forms and signature areas contained in the solicitation must be completed in full and submitted with the price proposal, which combined will constitute the Proposal. Do not submit the instructions pages with offers. Offerors should retain the Instructions and a copy of the Proposal for future reference.

⁵ 20 ILCS 3855/1-75(c)(1)(M).

⁶ The final LTRRPP will be updated pursuant to any changes resulting from the Commission’s Final Order approving the Plan in Docket No. 17-0838.

⁷ See Chapter 5 of the LTRRPP for a description of the competitive procurements.

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INSTRUCTIONS FOR SUBMITTING PROPOSALS

- I.1 HOW TO ENTER INFORMATION:** Type information in the text fields provided. Text fields are indicated by the instruction “[Click here to enter text.](#)” in red font. If the information requested does not apply to the Offeror, then enter “N/A” into the text field. Please enter the requested information or N/A into every red text field. If appropriate, provide a brief explanation of why the field is not applicable. In addition, provide price quotes as requested in Section 3. Price quotes shall be firm and remain valid for a period of at least sixty (60) days from the Proposal Due Date stated below.
- I.2 PUBLISHED PROCUREMENT INFORMATION:** Although this solicitation is exempt from the Illinois Procurement Code, the Agency will use State websites, in addition to other resources, to disseminate information about this solicitation. The State publishes procurement information, including updates, on the Illinois Procurement Bulletin (www.purchase.state.il.us), Illinois Public Higher Education Procurement Bulletin (www.procure.stateuniv.state.il.us), Transportation Procurement Bulletin (www.dot.il.gov/desenv/transprocbulletin.html) or the Illinois Capital Development Board Bulletin (www.cdb.state.il.us/procurement.shtml), (collectively and individually referred to as “Bulletin”). The Agency will also post this solicitation and related documents and announcements to its website (www.illinois.gov/ipa). Procurement information may not be available in any other form or location. Offeror is responsible for monitoring the Bulletin selected by the Agency for this procurement. The Agency will not be held responsible if Offeror fails to receive the optional e-mail notices.
- I.3 SOLICITATION CONTACT:** The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate with the Solicitation Contact. The Agency shall not be held responsible for information provided to or from any other person.

Solicitation Contact: Anthony M. Star	Phone: 312-814-8106
Agency: Illinois Power Agency	Fax: 312-814-0926
Street Address: 160 N. LaSalle Street, Suite C-504	TDD: 866-846-5276
City, State Zip: Chicago, IL 60601	
Email: anthony.star@illinois.gov	

Questions or comments regarding this RFP should be timely directed in writing to the Solicitation Contact identified above. Do not discuss the solicitation or any qualification, directly or indirectly, with any Agency officer or employee other than the Solicitation Contact.

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I.4 OFFEROR QUESTIONS AND AGENCY RESPONSE: All questions, other than those raised at any Offeror conference, that pertain to this solicitation must be submitted in written form and submitted to the Solicitation Contact no later than March 21, 2018. Questions received and Agency responses may be posted as an Addendum to the original solicitation on the Bulletin; only these written answers to questions shall be binding on the Agency. Offerors are responsible for monitoring the Bulletin.

I.5 REQUIRED MEETINGS:

Offeror Conference: Yes No

Mandatory Attendance: Yes No

Date: March 19, 2018

Time: 11 am CPT

Location: Conference Call - please e-mail the Agency Contact at anthony.star@illinois.gov and a call-in number and password will be provided.

I.6 PROPOSAL DUE DATE, TIME, AND ADDRESS FOR SUBMISSION: Proposals shall be directed to the address provided below, and shall be received no later than the Proposal Due Date & Time specified below.

Proposal Due Date & Time:

Date: April 13, 2018

Time: 5:00 pm CPT

Submit/Deliver Proposals To:

Agency: Illinois Power Agency
Attn: Anthony M. Star
Address: 160 N. LaSalle St., Suite C-504
City, State Zip: Chicago, IL 60601
Solicitation Title & Reference # Request for Proposals – Adjustable Block Program Administrator, 18-RFP-01 Offeror Name: _____

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(Place label containing information above outside of sealed envelopes/containers)

- I.7 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS:** Responses to this RFP may be submitted via email to the Solicitation Contact (Anthony Star, Anthony.star@illinois.gov) by the Proposal Due Date/Time. If not submitted by email, the Proposal Package is due on the Proposal Due Date/Time, and must also contain a copy of the proposal on a USB drive.

The original copy of the Proposal Package must be in a single sealed envelope/container clearly labeled with the Solicitation title, and Offeror's name. The package shall contain the following information:

Sections:

- Section 1 – Proposal Checklist and Signature Page
- Section 2 – Technical Proposal
- Section 3 – Price Proposal

Attachments:

- State Board of Elections Certificate of Registration (Attachment AA)
- Authorization to do Business in Illinois (Attachment BB)
- Illinois Department of Human Rights Public Contract Number (Attachment CC)
- Standard Terms and Conditions (Attachment DD)
- Subcontractor Disclosures (Attachment EE)
- Standard Certifications (Attachment FF)
- Financial Disclosures and Conflicts of Interest (Attachment GG)
- Disclosure of Business Operations with Iran (Attachment HH)
- Business and Directory Information (Attachment II)
- References (Attachment JJ)
- Solicitation and Contract Terms and Conditions Exceptions (Attachment KK)
- Taxpayer Identification Number (Attachment LL)
- Business Enterprise Program, Minorities, Females, Persons with Disability Participation and Utilization Plan (Attachment MM)

- I.8 GOVERNING LAW AND FORUM:** Illinois law and rule govern this solicitation and any resulting contract. Offeror must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references to the Illinois Compiled Statutes designated with "ILCS". Vendor may view the full text at (www.ilga.gov/legislation/ilcs/ilcs.asp). Section 1-75(c) of the Illinois Power Agency Act (20 ILCS 3855/1-75(c)) and Section 16-111.5(b)(5) of the Public Utilities Act (220 ILCS 5) are applicable to this solicitation.

- I.9 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Proposals become the property of the Agency. Proposals, including late submissions will not be returned. All proposals will be open to the public under the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Proposal that the Agency treat certain information as confidential. A request for confidential treatment will not supersede the Agency's legal obligations under FOIA. The Agency will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the Agency will disclose the successful Offeror's name, the substance of the Offer, and the price upon final contract

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award. If Offeror requests confidential treatment, Offeror must submit one additional copy of the Proposal with proposed confidential information redacted. This redacted copy must describe the general nature of the material removed, and shall retain as much of the Proposal as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Illinois law and include a detailed justification for exempting the information from public disclosure. Offeror will hold harmless and indemnify the Agency for all costs or damages associated with the Agency defending Offeror's request for confidential treatment. Offeror agrees the Agency may copy the Proposal to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.

- I.10 RESERVATIONS:** Offeror must read and understand the Solicitation and tailor the Proposal and all activities to ensure compliance. The Agency reserves the right to amend the Solicitation, reject any or all proposals, and waive minor defects. The Agency may request a clarification, inspect Offeror's premises, interview staff, request a presentation, or otherwise verify the contents of the Proposal, including information about subcontractors and suppliers. The Agency will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the Agency and in accordance with rules and other applicable state and federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the Agency. If an Offeror does not comply with requests for information and cooperate, the Agency may reject the Proposal as non-responsive to the Solicitation. Submitting a Proposal does not entitle Offeror to an award or a contract. Posting Offeror's name in a Bulletin notice does not entitle Offeror to a contract. The Agency is not responsible for and will not pay any costs associated with the preparation and submission of any Proposal. Short-listed Offeror(s) shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in advance by the Agency Director (or designee).
- I.11 AWARD:** The Agency is not obligated to award a contract pursuant to this solicitation. This solicitation and any subsequent RFP issuance, selection and award process will follow the process outlined in Section 1-75(c) of the Illinois Power Agency Act (20 ILCS 3855/1-75(c)) and Section 16-111.5(b)(5) of the Public Utilities Act (220 ILCS 5/16-111.5(b)(5)). As a result of this solicitation and any subsequent RFP, the Agency may select the winning Offeror based on the winning proposal and may award a contract for up to a five-year term. If the Agency issues an award as the result of this solicitation, the award will be made to the Responsible Offeror who best meets the specified requirements of this solicitation and any subsequent RFP. The approval of any contract resulting from the RFP will be subject to approval by the Illinois Commerce Commission, as required by Section 1-75(c)(1)(M) of the Illinois Power Agency Act and Section 16-111.5(b)(5) of the Illinois Public Utilities Act (220 ILCS 5).
- I.12 INCORPORATION OF 18-RFP-01 BY REFERENCE:** This Solicitation (18-RFP-01) and associated Offeror's Proposal, and 18-RFQ-01 and associated Offeror's Submittal of Qualifications will be incorporated and made part of any subsequent awarded contract by reference.
- I.13 PREQUALIFICATION TO RESPOND TO RFP:** Based on the evaluation of responses to 18-RFQ-01, only qualified and short-listed Offerors may respond to this RFP.

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I.14 EVALUATION OF RESPONSIVENESS: The Agency determines how completely and satisfactorily proposals meet the responsiveness requirements of this Solicitation. The Agency considers the information provided and the quality of that information when evaluating proposals. If the Agency finds a failure or deficiency, the Agency may reject the proposal or reflect the failure or deficiency in the evaluation.

RESPONSIVENESS: A responsive Offeror is one whose proposal conforms in all material respects to this Solicitation, and includes all required information, forms, and disclosures. Information, forms and disclosures include and may not be limited to:

- Proposal Checklist and Signature Page
- Technical Proposal
- Price Proposal
- Attachments AA to MM

The Agency will determine whether the Proposal meets the stated requirements. Minor differences or deviations that have negligible impact on the suitability of the service to meet the Agency's needs may be accepted or corrections allowed. Except for late submissions, and other requirements that by law must be part of the submission, the Agency may require that an Offeror correct deficiencies as a condition of further evaluation. If no Offeror meets a particular requirement, the Agency may waive that requirement.

I.15 SELECTION OF OFFERORS. The table below shows elements of responsibility that the Agency will evaluate, their relative weights in point format - the maximum points awarded, and the minimum points needed for each requirement. Failure to obtain the minimum number of points needed in any element of responsibility will automatically disqualify the entire proposal. The maximum total number of points for Responsibility is 920. The resulting total number of points (Offeror Responsibility Points) will be used by the Agency as an input to the evaluation of the Offeror's proposal, Section I-17 below.

Elements of Responsibility for Evaluation		Maximum Points Awarded	Minimum Points Needed
Section			
2.2 (A)	Understanding of Program	60	30
2.2 (B)	Start-up/Program Launch	160	80
2.2 (C)	Project/Batch Review, Approval, and Verification of Project Completion	100	50
2.2 (D)	Consumer Complaints	100	50
2.2 (E)	Annual Report Review	50	25
2.2 (F)	Support to Illinois Solar for All	20	10
2.2 (G)	Ongoing Operations and wind down	50	25
2.2 (H)	References	60	30
2.3	Milestones and Deliverables	50	25
2.4	Staff Specifications	90	45
2.5	Where Services are to be Performed	40	20
I.16	Interview/Presentation	100	50
3.3	Reasonableness of Pricing Components	40	20

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I.16 INTERVIEW/PRESENTATION

The Agency may invite Offerors to an in-person interview, or a web-based presentation to answer questions the Agency may have after evaluating the Offeror's Proposal.

The Agency reserves the right to create a short-list of Offerors to be invited to an interview or presentation. Only those vendors invited to an interview will be considered for further evaluation and selection for contract award.

I.17 PRICE EVALUATION AND SELECTION OF OFFEROR FOR CONTRACT AWARD:

The Agency also evaluates price using a point system. The maximum number of points for price will be 80 ("Maximum Price Points"). The Agency will determine price points for each Offeror using the following formula:

Offeror Price Points = Maximum Price Points times (Lowest Price divided by Offeror's Price)

The Offeror Total Points equals the Offeror Responsibility Points (I.15. above) plus Offeror Price Points. The maximum possible number of points is 1,000.

The Offeror with the highest total points will be selected for contract award.

I.18 MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION

PLAN: This Solicitation contains a goal to include businesses owned and controlled by minorities, females and persons with disabilities in the procurement and contracting processes. The utilization goal is 20% of the contract amount, and is based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, the Agency will award this contract to a Vendor that meets this goal, or makes good faith efforts to meet this goal.

Failure to submit a Utilization Plan as instructed in this solicitation may render the offer non-responsive. All questions regarding the subcontracting goal must be directed to the Agency BEP Liaison prior to submission of proposals.

BEP Liaison: Leslie Taylor
Phone Number: (312) 814-4791
Email Address: Leslie.Taylor@illinois.gov

Offerors who submit proposals in response to this RFP shall not be given a period after the proposal opening date to cure deficiencies in the Utilization Plan unless mandated by federal law or regulation. Businesses included on Utilization Plans as meeting BEP requirements as prime vendors or subcontractors must be certified by CMS as BEP vendors prior to contract award. Go to https://www2.illinois.gov/cms/business/sell2/bep/Pages/Vendor_Registration.aspx for complete requirements for BEP certification.

I.19 SUBCONTRACTING:

Subcontractors are allowed. For the purposes of this Section, subcontractors are those specifically hired to perform all or part of the work covered by the expected contract. If subcontractors are to be utilized in response to this Solicitation, Offerors must identify subcontractors with an annual value of more than \$50,000 and the expected amount of money

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each will receive under the contract. A Subcontractor Disclosures form is provided in the Solicitation as Attachment EE.

SECTION 1 - PROPOSAL CHECKLIST AND SIGNATURE PAGE

1. PROPOSAL TO PROVIDE PROFESSIONAL SERVICES - PROGRAM ADMINISTRATION

By completing and signing this form, the Offeror makes a Proposal to the Agency that the Agency may accept. Offeror should also use this form as a final check to ensure that all required documents are completed and included with the Proposal. 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.

CHECKLIST:

1.1. SOLICITATION REVIEW: Offeror reviewed the Solicitation, including all referenced documents, and instructions, completed all blanks, provided all required information, and demonstrated how it will meet the requirements of the Agency.

Yes No

1.2. INCORPORATION OF 18-RFP-01 BY REFERENCE: Offeror acknowledges that this Solicitation (18-RFP-01) and Offeror's Proposal to it will be incorporated and made part of any subsequent contract by reference.

Yes No

1.3. ADDENDA: Offeror acknowledges receipt of any and all addendums to this Solicitation and has taken those into account in making this Offer.

Yes No N/A

1.4. SUBMISSION OF TECHNICAL PROPOSALS – Section 2: Offeror is submitting a complete and responsive technical proposal, in a properly labeled container, to the correct location, and by the due date and time.

Yes No

1.5. SUBMISSION OF PRICE PROPOSAL – Section 3: Offeror is submitting a price proposal, in a properly labeled container, to the correct location, and by the due date and time.

Yes No

1.6. STATE OF ILLINOIS STATE BOARD OF ELECTIONS CERTIFICATION: If required to register, Offeror included a copy of its State Board of Elections Certificate, Attachment AA.

Yes No N/A

1.7. STATE OF ILLINOIS AUTHORIZATION TO DO BUSINESS IN ILLINOIS: Offeror included a copy of its Certificate of Good Standing, Attachment BB.

Yes No N/A

1.8. STATE OF ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACTS NUMBER: Offeror completed and submitted the applicable IDHR Public Contract Number, Attachment CC.

Yes No

SECTION 1 - PROPOSAL CHECKLIST AND SIGNATURE PAGE

- 1.9. STATE OF ILLINOIS STANDARD TERMS AND CONDITIONS:** Offeror reviewed the State of Illinois Standard Terms and Conditions, Attachment DD.
 Yes No
- 1.10. STATE OF ILLINOIS SUBCONTRACTOR DISCLOSURES:** Offeror reviewed, completed and signed the Subcontractor Disclosures form, Attachment EE.
 Yes No N/A
- 1.11. STATE OF ILLINOIS STANDARD CERTIFICATIONS:** Offeror reviewed and signed the State of Illinois Standard Certifications, Attachment FF.
 Yes No
- 1.12. STATE OF ILLINOIS FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST:** Offeror completed, signed and submitted the Financial Disclosures and Conflicts of Interest forms, Attachment GG.
 Yes No
- 1.13. STATE OF ILLINOIS DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN:** Offerors completed and submitted the Disclosure of Business Operations with Iran form, Attachment HH.
 Yes No
- 1.14. STATE OF ILLINOIS BUSINESS AND DIRECTORY INFORMATION:** Offeror completed and submitted the Business and Directory Information form, Attachment II.
 Yes No
- 1.15. STATE OF ILLINOIS REFERENCES:** Offeror completed and submitted references, Attachment JJ.
 Yes No
- 1.16. STATE OF ILLINOIS SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS:** Offeror completed, signed and submitted the Solicitation and Contract Terms and Conditions Exceptions form, Attachment KK.
 Yes No
- 1.17. STATE OF ILLINOIS TAXPAYER IDENTIFICATION NUMBER:** Offeror completed, signed and submitted the Taxpayer Identification Number form, Attachment LL.
 Yes No
- 1.18. STATE OF ILLINOIS MINORITY, FEMALE, PERSONS WITH DISABILITIES STATUS PARTICIPATION AND UTILIZATION PLAN:** Offeror provided a Participation Plan in accordance with the State of Illinois Minorities, Females and Persons with Disabilities Participation and Utilization Plan, Attachment MM.
 Yes No
- 1.19. SIGNATURE OF AUTHORIZED REPRESENTATIVE:** The undersigned authorized representative of the identified Offeror hereby submits this Proposal to perform in full compliance with this Solicitation.

Signature of Authorized Representative: _____

Printed Name of Signatory: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)

SECTION 2 – TECHNICAL PROPOSAL

2. TECHNICAL PROPOSAL

2.1. GOAL: The Agency seeks a qualified and responsible Program Administrator to provide Program Administration services. The Program Administrator will assist the Agency to establish and administer an Adjustable Block Program for the procurement of RECs from new photovoltaic distributed generation systems and from new photovoltaic community renewable generation projects (colloquially known as “community solar”).

2.2. SERVICES REQUIRED: The Program Administrator will, at minimum, be required to complete the following tasks (set out in Chapter 6 of Long-Term Renewable Resources Procurement Plan):

- Assisting the Agency with Approved Vendor registration and training
- Developing a Program Manual
- Establishing an online portal for Approved Vendors to submit projects (and providing technical support to Approved Vendors) and collecting application fees
- Maintaining an online dashboard to show block status
- Reviewing and approving submitted batches of projects
- Preparing contracts for Commission review and utility execution
- Ongoing monitoring of project development status
- Verifying completion of projects and the processing of approvals for payments, as well as conducting on-site inspections for quality assurance purposes
- Providing information for the public including maintaining an online list of Approved Vendors and educational materials related to distributed generation and community solar

In order to describe how these tasks will be performed, the Offeror should provide a detailed response to each item below. For each item, describe:

- (1) Offeror’s proposed approach.
- (2) Offeror’s assessment of risks and challenges to successful implementation, and Offeror’s proposed approach to address or mitigate those risks and challenges.
- (3) Narrative walkthroughs from the participant perspective (where requested).

Responses should focus on how the specific services will be provided to the Agency, but may, where applicable, reference or cite applicable experiences or resources from other programs administered by the Offeror.

For the purpose of the following items, section references refer to sections of the Agency’s Long-Term Renewable Resources Procurement Plan.

A. Understanding of Program - Please limit response to a maximum of eight (8) pages.

1. Provide a high-level overview of Offeror’s understanding of (1) the Adjustable Block Program, (2) the Agency’s proposed implementation of it as outlined in the Long-Term Renewable Resources Procurement Plan, and (3) the role and responsibilities of the Program Administrator.

SECTION 2 – TECHNICAL PROPOSAL

2. Describe components of the Adjustable Block Program that are different from programs administered by the Offeror in other jurisdictions, and, if applicable, how the Offeror may adapt existing operational approaches to accommodate those differences.
3. Describe the two or three most significant operational risks or challenges that the Adjustable Block Program will likely face, and describe the Offeror's intended strategy for mitigating or overcoming these problems.
4. Offeror may also describe components of Offeror's proposed approach that are not captured by other questions contained herein, and that could help distinguish the quality of the Offeror's proposal from those of other respondents. (These should be substantive items, not marketing rhetoric.)

[Click here to enter text.](#)

B. Start-up/Program Launch - Please limit response to a maximum of twenty (20) pages.

1. Describe how the Offeror would develop:
 - Program manual (and provide an outline of the program manual contents) and standard forms and materials.
 - Internal operational guidelines and procedures.
 - Online portal for project applications (including receipt and processing of application fees).
 - Online dashboard for block status.
 - Call center.
 - Approved Vendor training and registration process (including review and verification of the terms contained in Section 6.9).
 - Program branding and identity, including guidelines for REC marketing claims (see Section 7.6.3 of the Plan).
2. Due to likely pent-up demand for the Adjustable Block Program, the Agency expects a high-number of applications when the Program launches (especially for community solar). Describe Offeror's approach to ensuring and dedicating sufficient resources and staff for the initial opening of blocks.
3. Provide Offeror's standards, protocols, and approach to ensuring data, financial, and cyber security. Describe the Offeror's proposed Service Level Agreement (e.g., uptime and availability) for all web-based resources, and hours and response times for inbound phone, email, and social media inquiries.
4. Provide a narrative walkthrough from the perspective of an applicant to be an Approved Vendor from start to finish. Please provide one or more examples of how a deficiency in an application would be handled/cured.

SECTION 2 – TECHNICAL PROPOSAL

Click here to enter text.

C. Project/Batch Review, Approval, and Verification of Project Completion - Please limit response to a maximum of ten (10) pages.

1. Describe how the Offeror would:
 - Review and verify the project requirements contained in Sections 6.12 and 6.13 of the Plan for each project.
 - Review and approve each batch of projects as described in Section 6.14, through contract execution by the applicable utility.
 - Describe how the Offeror would evaluate requests for alternative capacity factors as described in Section 6.14.5.
 - For community solar projects, describe the procedures related to the review and approval of the additional requirements contained in Section 7.6.2.
 - Describe how the Offeror will, as outlined in Section 6.15, review and verify completed projects that have been energized, as well as process requests for extensions.
 - Describe how the Offeror will review and process the additional requirements for community solar projects contained in Section 6.15.4.

2. Provide the following narrative walkthroughs from the perspective of an Approved Vendor:
 - Submittal of a block of projects through contract execution.⁸
 - Submittal of information on a project that has been energized.
 - Submittal of community solar project subscriber information after a project has been energized.

For each walkthrough, provide one or more examples of how an error or issue would be addressed and resolved.

Click here to enter text.

D. Consumer Complaints - Please limit response to a maximum of eight (8) pages.

1. Describe how the Offeror would develop the materials and website described in Section 6.13.2, and how the Offeror would provide telephone, email, and social media support to consumers.

2. Describe how the Offeror will proactively monitor Approved Vendor behavior and performance, including, but not limited to, usage of marketing materials and claims. What

⁸ The Agency notes that the Proposed Order to approve the Plan issued on February 26, 2018 contains modifications to the contract approval and execution process from what was in the Plan filed by the Agency in December, 2017. See: <https://www.icc.illinois.gov/downloads/public/edocket/466063.pdf>, Section H (Pages 107-109), and Section I (Pages 109-115).

SECTION 2 – TECHNICAL PROPOSAL

protocols would be used for resolving issues and when/how would the Offeror escalate issues or complaints to review by the Agency?

3. Provide a narrative walkthrough of the experience for a consumer or business/organization who makes a general inquiry about installing solar on their property, and also a narrative walkthrough of how a complaint from a consumer or business/organization who has a distributed generation project participating in the program would get handled and resolved (e.g., not getting paid for RECs after energization).

[Click here to enter text.](#)

E. Annual Report Review - Please limit response to a maximum of five(5) pages.

1. Describe the process by which Approved Vendors will submit Annual Reports, and how the Offeror will review and verify information contained in the reports including providing information to the Agency, utilities, and Approved Vendor.
2. Provide the following narrative walkthroughs from the perspective of an Approved Vendor:
 - How an Approved Vendor would be notified of a deficiency in their annual report (e.g., failure to complete projects).
 - How an Approved Vendor would request a reduction in REC quantity obligations due to force majeure or project performance issues.

[Click here to enter text.](#)

F. Support to Illinois Solar for All - Please limit response to a maximum of two (2) pages.

While the Illinois Solar for All Program Administrator (see 18-RFQ-02) will provide the front-line support for the Illinois Solar for All Program (see Chapter 8 of the LTRRPP), the Adjustable Block Program Administrator will be the central repository of Approved Vendor and project/batch information.

The Agency expects that the Illinois Solar for All Program Administrator will be responsible for verifying the additional requirements for Illinois Solar for All Approved Vendors contained in Section 8.11 of the Plan, but that the Adjustable Block Program Administrator will review and verify the requirements for those vendors contained in Section 6.9. Likewise, the Illinois Solar for All Program Administrator will be responsible for verifying Illinois Solar for All-specific requirements (e.g., income verification, documentation of community-involvement, job training, additional consumer protections) but the batch application process and review of technical requirements will be handled by the Adjustable Block Program Administrator in coordination with the Illinois Solar for All Program Administrator.

SECTION 2 – TECHNICAL PROPOSAL

1. Describe how the Offeror proposes providing access to application information and consumer/vendor inquiries to the Illinois Solar for All Program Administrator.
2. Describe how the Offeror will track Illinois Solar for All applications to ensure that projects do not register for both the Adjustable Block Program and the Illinois Solar for All Program.

[Click here to enter text.](#)

G. Ongoing Operations - Please limit response to a maximum of five (5) pages.

1. Describe how the Offeror will maintain operations after the initial rush of opening the first batches, and how the Offeror will improve operations on an ongoing basis, for example, by incorporating best practices and website improvements from other programs.
2. Describe how the Offeror will communicate with Approved Vendors and other interested parties about block closings and openings and other program changes (e.g., REC price updates).
3. In the summer of 2019, the Agency will develop an update to the Long-Term Renewable Resources Procurement Plan for implementation starting in 2020. Describe the data, services, and support that the Offeror can provide to the Agency to inform that update based upon initial program performance.
4. Describe the Offeror's proposed wind down process and deliverables upon contract completion or termination.

[Click here to enter text.](#)

H. References

Please provide four references in Appendix JJ.

2.3. MILESTONES AND DELIVERABLES: The successful Offeror will be able to assist the Agency to meet four initial milestones and deliverables:

- 2.3.1. Be able to start operations (work under this contract) within 30 days of the award notice.
 - 2.3.2. Begin registration of vendors within 90 – 120 days of award notice.
 - 2.3.3. Open ABP for project submittals within 150 – 180 days of award notice.
 - 2.3.4. Provide ad hoc support as determined by the Agency from time to time.
1. Provide a workplan/timeline on how the Offeror will meet 2.3.1 through 2.3.3. Consideration will be given for realistic workplans that can achieve the milestones in a shorter timeline.

SECTION 2 – TECHNICAL PROPOSAL

2. Describe the project management approach to be utilized in meeting these milestones.

[Click here to enter text.](#)

- 2.4. STAFF SPECIFICATIONS:** The Offeror must have adequate staff with the necessary skills and experience to perform the requirements specified in Sections 2.2 and Section 2.3 above in a timely and efficient manner.

1. List the Offeror's staff member who would assume the role of program manager (or equivalent).
2. List each lead staff member/subcontractor that would be assigned to provide the specific services for the Agency (listed in Section 2.2 above), and describe their expected role, including the anticipated number of hours each week that the individual would spend providing services to the Agency .
3. For each individual described above, provide their tenure with the Offeror/subcontractor, office location, education, and relevant skill and experience.
4. Please describe additional staff members/subcontractors who would support each lead.
5. For staff/subcontractors not dedicated to this program, describe how their time would be allocated to this program compared to other programs and services the Offeror has for other entities.
6. Describe how subcontractors (if any) are monitored to ensure quality assurance.

[Click here to enter text.](#)

- 2.5. WHERE SERVICES ARE TO BE PERFORMED:** All services shall be performed in the United States. The economic impact on Illinois and its residents will be considered in the evaluation, including the level of services performed in Illinois. If the Offeror performs the services to be purchased by the Agency hereunder in another country in violation of this provision, such action may be deemed by the Agency as a breach of the contract by Offeror. In the case of a contractor or subcontractor whose normal base of operations is in the United States but is temporarily outside the United States by virtue of personal travel or due to the performance of work for another client, and who while outside the United States under these circumstances also performs work for the Agency, no breach shall be deemed.

[Click here to enter text.](#)

- 2.6. SIGNATURE OF AUTHORIZED REPRESENTATIVE**

SECTION 2 – TECHNICAL PROPOSAL

The undersigned authorized representative of the identified Offeror hereby submits this Technical Proposal in full compliance with this solicitation.

Signature of Authorized Representative: _____

Printed Name of Signatory: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)

SECTION 3 –PRICING PROPOSAL

3. PRICING PROPOSAL: Offeror shall submit a Fixed Price Quote to implement year one of the Offeror’s proposed solutions to meeting the level of program activity described below in Section 3.1.

The Fixed Price Quote submitted as part of the Offeror’s Proposal will be used by the Agency to evaluate the Proposal (as specified in I.17), select the winning Offeror, and form the basis for negotiation of the final contract. Failure to submit a Fixed Price Quote in Section 3.2 will render Offeror’s entire Proposal non-responsive. The Agency will also evaluate the reasonableness of Price Components contained in Section 3.2 as part of the scoring of elements of responsibility as specified in I.15.

Offeror’s Fixed Price Quote and Price Components, at the discretion of the Agency, may or may not serve as the basis for compensation terms of any resulting contract. The resulting contract may contain both the Fixed Price Quote, as well as the Price Components listed in Section 3.3 to account for actual levels of realized program activity.

Price quotes shall be firm and remain valid for a period of at least sixty (60) days from the Proposal Due Date. Offeror may propose compensation based on the categories described below and may also propose an alternative compensation approach so long as the alternative approach would yield the same first year price, or lower, assuming the specified level of program activity.

Prices are for the administration of the program only, and should not include any payments made to Approved Vendors for RECs.

3.1. FIXED PRICE QUOTE ASSUMPTIONS

For the purpose of the pricing proposal please use the following assumptions:

- 60 entities apply to be Approved Vendors prior to opening of the first blocks (20 as regular Approved Vendors, 40 as Single Project Approved Vendors).
- After opening of first blocks, an additional 40 entities apply to be Approved Vendors during the first year of operation (10 as regular Approved Vendors, 30 as Single Project Approved Vendors).
- When initial blocks open, 75 community solar projects apply (assume 2 MW each), 500 under 10 kW DG projects, and 200 over 10 kW to 2 MW DG projects.
- After the initial opening, 25 community solar projects, 2,000 under 10 kW DG projects, and 400 over 10 kw to 2 MW DG projects apply during the remainder of the first year of operation.

3.2. FIXED PRICE QUOTE: Please provide a Fixed Price Quote to accomplish the Offeror’s proposed implementation of the Adjustable Block Program at the level of activity specified in Sections 2.2 and 3.1. This is the price that will be used for calculation of Offeror Price Points as described in Section I.17.

Program Start-up (As specified in 2.2(B))

[Click here to enter text.](#)

Year One Operational Costs (As specified in 3.1)

[Click here to enter text.](#)

SECTION 3 –PRICING PROPOSAL

Ad Hoc Services (Assume 200 Hours of Senior Staff)

[Click here to enter text.](#)

Fixed Price Quote

[Click here to enter text.](#)

Provide a detailed description of how the prices were determined including estimated hours for staff, costs for subcontractors.

[Click here to enter text.](#)

- 3.3. PRICE COMPONENTS:** Please provide price component quotes (if applicable) to accomplish the Offeror’s proposed approach described in Section 2.

These components will also be used to determine compensation for the selected Offeror if program volumes exceed the assumptions contained in Section 3.1, and as the basis for subsequent year compensation.

Fixed Cost

Annual Program Maintenance Administration Cost (for subsequent years) [Click here to enter text.](#)

Unit Prices

Review projects, application through energization

Under 10 kW DG project

[Click here to enter text.](#)

DG project between 10 kW and 2 MW

[Click here to enter text.](#)

Community solar project

[Click here to enter text.](#)

Review of community solar subscriber levels after energization

[Click here to enter text.](#)

Review of each Annual Report

[Click here to enter text.](#)

Call Center (phone/email/social media)

[Click here to enter text.](#)

Specify unit (e.g., hourly rate, per inquiry, etc.): [Click here to enter text.](#)

Other (specify item and unit price)

[Click here to enter text.](#)

Provide a detailed description of how the prices were determined including estimated hours for staff, costs for subcontractors.

[Click here to enter text.](#)

Hourly Rates

At minimum list by staff identified in Section 2.4 including hourly rate.

[Click here to enter text.](#)

Maximum Annual Price Escalator (if any)

[Click here to enter text.](#)

SECTION 3 –PRICING PROPOSAL

3.4. ALTERNATIVE PRICING PROPOSAL - OPTIONAL.

In addition to providing price quotes above, Offeror may use this Section to propose an alternative pricing schedule. Failure to provide an alternative Pricing Proposal will not render the Offeror's Proposal non-responsive.

[Click here to enter text.](#)

3.5. TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation.

Pricing pursuant to this solicitation and subsequent contract is estimated.

3.6. EXPENSES ALLOWED: Expenses are not allowed are allowed as follows: Only preapproved travel expenses in accordance with the State of Illinois Travel Guide <https://www2.illinois.gov/cms/Employees/travel/Pages/default.aspx>.

3.7. DISCOUNT: The State may receive a [Click here to enter text.](#) % discount for payment within [Click here to enter text.](#) days of receipt of correct invoice.

3.8. TAXES: Pricing shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

3.9. SIGNATURE OF AUTHORIZED REPRESENTATIVE

The undersigned authorized representative of the identified Offeror hereby submits this Pricing Proposal in full compliance with this solicitation.

Signature of Authorized Representative: _____

Printed Name of Signatory: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)

STATE OF ILLINOIS
STATE BOARD OF ELECTIONS CERTIFICATE OF REGISTRATION

ATTACHMENT AA

Section 50-37 of the Illinois Procurement Code prohibits certain political contributions of certain vendors, bidders and offerors. While the Procurement Code does not apply to this solicitation, Offeror should be aware of these prohibitions and document with its submission any instances in which political contributions were made that would have violated this Act, if it had been applicable, in the past 5 years. 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 the Illinois Election Code is violated.

Generally, if a vendor, bidder, or offeror is an entity doing business for profit (i.e. sole proprietorship, partnership, corporation, limited liability company or partnership, or otherwise) and has contracts with State agencies that annually total more than \$50,000 or who has aggregate pending bids or proposals and current State contracts that total more than \$50,000, the vendor, bidder, or offeror is prohibited from making certain political contributions.

If required to register, please include a copy of this certificate with the Offer.

STATE BOARD OF ELECTIONS CERTIFICATE OF REGISTRATION EXAMPLE




STATE OF ILLINOIS
AUTHORIZATION TO DO BUSINESS IN ILLINOIS

ATTACHMENT BB

A "Responsible" Offeror must exist as a legal entity and must be authorized to do business in Illinois at the time a bid or offer is submitted for a State contract. For information on registering to conduct business in Illinois, please contact the Illinois Secretary of State's Department of Business Services at their website at (http://cyberdriveillinois.com/departments/business_services/home.html). If you believe your company is not required to register to do business in Illinois, please include a detailed explanation of the legal basis for such conclusion. Failure to timely register or provide a legally sufficient justification for not registering may deem your bid non-responsive.

SECRETARY OF STATE CERTIFICATE OF GOOD STANDING EXAMPLE

File Number 776-383-1

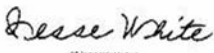


To all to whom these Presents Shall Come, Greeting:

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

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

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



Public Notice # 1108013
APPROVED BY: <http://www.cyberdriveillinois.com>

STATE OF ILLINOIS

ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

ATTACHMENT CC

1. If Offeror employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one **prior** to the Offer opening date. 775 ILCS 5/2-101. If the Agency/University cannot confirm compliance, it will not be able to consider an Offeror's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): [Click here to enter text..](#)

(check if applicable) The number is not required as the company has employed 14 or fewer full-time employees during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published).

IDHR Public Contracts Number: [Click here to enter text.](#) Expiration Date: [Click here to enter text..](#)

2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: [Click here to enter text..](#)
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. ADMIN. CODE 750.210(a).
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.
5. If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.
6. Offeror may obtain an application form by:
 - 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).
 - 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>).
 - 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 TERMS AND CONDITIONS

ATTACHMENT DD

1. TERM AND TERMINATION:

1.1. CONTRACT TERM: The anticipated contract has an initial term of May 15, 2018 through June 30, 2020. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

1.1.1. In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 5 years.

1.1.2. Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.

1.2. RENEWAL: Subject to the maximum total term identified above, the State has the option to renew for the following term(s): Annual renewals for up to three (3) additional years, with an end date no later than June 30, 2023.

1.2.1. Pricing for the renewal term, or the formula for determining price, will be based on the Pricing Proposal section of this contract.

1.2.2. 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.

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 the contract.

1.3.1. If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within a specified period of time. If not cured by the specified date, the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

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

1.4. TERMINATION FOR CONVENIENCE:

STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

- 1.4.1. 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 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, including the refusal of utilities, in accordance with 20 ILCS 3855/1-75(g) to reimburse the State for its procurement planning costs associated with work performed.
- 1.4.2. The State may, for its convenience and with 30 days of 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. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

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 on Vendor's invoices shall have no force and effect.
- 2.2. **VENDOR ASSURANCE:** The Vendor makes the following assurance and this assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier. The Vendor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in performance of this contract. The Vendor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy, as the Agency deems appropriate, which may include, but not limited to:
 - 2.2.1. Withholding payments;
 - 2.2.2. Assessing Sanctions;
 - 2.2.3. Liquidated Damages; and/or
 - 2.2.4. Disqualifying the Vendor from future contracting as non-responsible.
- 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 the contract is prior to execution.
- 2.4. **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,

STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

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>).

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 good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

2.6. 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 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 Agency’s Illinois tax exemption number and federal tax exemption information.

2.6.2. 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 Power Agency
Attn:	Accounts Payable
Address:	160 N. LaSalle St., Suite C-504
City, State Zip	Chicago, IL 60601

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.

4. SUBCONTRACTING: For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized

STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

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 dollar value or % of awarded contract revenue 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. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. 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, Vendor must promptly notify, by written amendment to the Contract, the State of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

5. **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 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 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. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the Agency/University, the Auditor General, the Executive Inspector General, 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 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.
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 the contract is being resolved unless otherwise directed by the State.
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.
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 the contract without penalty if performance does not resume within 30 days after the declaration.

STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

9. **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, 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 is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
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 confidentiality provisions of this contract.
11. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (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 property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
12. **INSURANCE:** Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

13. **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 the basis of Vendor being an independent contractor of or joint venture with the State.
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 if Vendor solicits or intends to solicit State employees to perform any work under this contract.
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.
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 reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.
17. **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 are incorporated by reference. 44 ILL. ADMIN. CODE 750. 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.
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 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.
19. **CONTRACTUAL AUTHORITY:** The Agency/University that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract.
20. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail with 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.
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

STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

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.

- 22. PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, whether to 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.
- 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.
- 24. SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 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 attorney's fees and expenses arising from failure of the supplies to meet such warranties.
- 25.2.** 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.
- 25.3.** 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 does not perform 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.

STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

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 the 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. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

27. EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

STATE OF ILLINOIS
SUBCONTRACTOR DISCLOSURES

ATTACHMENT EE

1. Will subcontractors be utilized? Yes No

2. Please identify below the names and addresses of all subcontractors that will be utilized in the performance of this Contract with a total value of \$50,000 or more, a description of the work to be performed by the subcontractor, and the anticipated % of the awarded contract value to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract.

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. All subcontracts must include the Subcontractor Standard Certifications and the Disclosures and Conflicts of Interest, completed and signed by the subcontractor.

3. All subcontracts over \$50,000 must include the same certifications that Vendor must make as a condition of the contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

STATE OF ILLINOIS

STANDARD CERTIFICATIONS

ATTACHMENT FF

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 Subcontractor 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.

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.

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.
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. 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.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal.

STANDARD CERTIFICATIONS

ATTACHMENT FF

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.
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.
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.
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.
10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State.
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.
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.
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.
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.

STANDARD CERTIFICATIONS

ATTACHMENT FF

15. Vendor certifies it is not in violation of the “Revolving Door” provisions of the Illinois Procurement Code.
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.
17. 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.
18. 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.
19. Drug Free Workplace
 - 19.1. 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.
 - 19.2. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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 or any child under the age of 12. 30 ILCS 584.

STANDARD CERTIFICATIONS

ATTACHMENT FF

- 26. 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.
- 27. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other 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.
- 28. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.

Name of Certifying Vendor [Click here to enter text.](#)

Signature: _____

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

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

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

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

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

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

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

Subcontractor forms must be provided with a copy of the subcontract, if required, within 15 days after execution of the State/Public University contract or after execution of the subcontract, whichever is later, for all subcontracts with an annual value of more than \$50,000.

This disclosure is submitted for:

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

Project Name and Illinois Procurement Bulletin Number	Click here to enter text.
Vendor Name	Click here to enter text.
Doing Business As (DBA)	Click here to enter text.
Parent Entity	Click here to enter text.
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Choose an item. <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

Option 1 – Publicly Traded Entities

- 1.A. I will 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. I will attach a copy of the Federal 10-K, and I will skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

- 2.A. I will 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. I will complete Step 2, Option A each qualifying individual or entity holding any ownership share in excess of 5% and will 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. I will 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. I will 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. I will attach a copy of the Securities Exchange Commission Form 20-F or 40-F, and I will skip to Step 3.

Option 5 – Not-for-Profit Entities

- I will complete Step 2, Option B.

Option 6 – Sole Proprietorships

- I will skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

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 4A. in Step 1, provide the name and address of each individual and entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

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

TABLE - X			
Name	Address	% of Ownership	\$ Value of Ownership
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4A. in Step 1, provide the name and address of each individual 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.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

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

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

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

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Yes No. Is your company represented by or do you employ a lobbyist or other agent 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.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

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

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain a State/Public University contract: [Click here to enter text.](#)

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

STEP 4

PROHIBITED CONFLICTS OF INTEREST

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

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

1. Do you hold or are you the spouse or minor child of any person 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% (\$354,824.00) 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? Yes No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

STEP 7

POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed through Step 2 and 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: [Click here to enter text.](#)

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

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

STEP 8

DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

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

Yes No.

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

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

Please explain the procurement relationship: [Click here to enter text.](#)

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 **IPA's requirements**. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: [Click here to enter text.](#)

Signature: _____

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

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

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

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

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

STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

ATTACHMENT HH

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

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

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

[Click here to enter text.](#)

STATE OF ILLINOIS
BUSINESS AND DIRECTORY INFORMATION

ATTACHMENT II

1. Name of Business (official name and DBA)
[Click here to enter text.](#)

2. Business Headquarters (address, phone and fax)
[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)

3. If a Division or Subsidiary of another organization provide the name and address of the parent
[Click here to enter text.](#)

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

5. Name of Chief Executive Officer
[Click here to enter text.](#)

6. Offeror Contact (name, title, address, phone, toll-free number, fax, and e-mail)
[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)

BUSINESS AND DIRECTORY INFORMATION

ATTACHMENT II

7. Company Web Site Address

[Click here to enter text.](#)

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

[Click here to enter text.](#)

9. Length of time in business

[Click here to enter text.](#)

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

[Click here to enter text.](#)

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

[Click here to enter text.](#)

12. 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:

12.1 Minority (30 ILCS 575/2(A)(1) & (3)) Yes

12.2 Female (30 ILCS 575/2(A)(2) & (4)) Yes

12.3 Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) Yes

12.4 Disadvantaged (49 CFR 6) Yes

12.5 Veteran (30 ILCS 500/45-57) Yes

12.6 Small Business (30 ILCS 500/45-45) Yes

REFERENCES

ATTACHMENT JJ

Provide references from established firms or government agencies 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.

1. Firm/Government Agency (name): [Click here to enter text.](#)
Contact Person (name, email address, address, and phone): [Click here to enter text.](#)
Date of Supplies/Services Provided: [Click here to enter text.](#)
Type of Supplies/Services Provided: [Click here to enter text.](#)
2. Firm/Government Agency (name): [Click here to enter text.](#)
Contact Person (name, email address, address, and phone): [Click here to enter text.](#)
Date of Supplies/Services Provided: [Click here to enter text.](#)
Type of Supplies/Services Provided: [Click here to enter text.](#)
3. Firm/Government Agency (name): [Click here to enter text.](#)
Contact Person (name, email address, address, and phone): [Click here to enter text.](#)
Date of Supplies/Services Provided: [Click here to enter text.](#)
Type of Supplies/Services Provided: [Click here to enter text.](#)
4. Firm/Government Agency (name): [Click here to enter text.](#)
Contact Person (name, email address, address, and phone): [Click here to enter text.](#)
Date of Supplies/Services Provided: [Click here to enter text.](#)
Type of Supplies/Services Provided: [Click here to enter text.](#)

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

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

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

ATTACHMENT LL

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

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

Taxpayer Identification Number:

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

Employer Identification Number: [Click here to enter text.](#)

Legal Status (check one):

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

Signature of Authorized Representative: _____

Date: [Click here to enter a date.](#)

**BUSINESS ENTERPRISE PROGRAM
MINORITIES, FEMALES, PERSONS WITH DISABILITY
PARTICIPATION AND UTILIZATION PLAN**

ATTACHMENT MM

Please download the Business Enterprise Program, Minorities, Females, Persons With Disability Participation And Utilization Plan and Letter of Intent Template:

<https://www.illinois.gov/cpo/general/Documents/BEP%20Utilization%20Plan%20v.14.1.pdf>

<http://www.illinois.gov/cpo/general/Documents/Letter%20of%20Intent%20Template%20v.14.1.pdf>