

**STATE OF ILLINOIS**  
**REQUEST FOR PROPOSALS**  
**ILLINOIS POWER AGENCY**  
**PROFESSIONAL SERVICES – PROGRAM ADMINISTRATION**  
**ILLINIOS SOLAR FOR ALL PROGRAM**  
**Reference Number 23-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 Illinois Solar for All program (“ILSFA”). A brief background and description of the ILSFA program and the Agency’s desired services 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 (23-RFQ-01) will form the basis for selecting an Offeror for a contract award. Only proposals from qualified respondents to 23-RFQ-01 shall be considered responsive to this RFP.

Information about the Illinois Solar for All Program and the responsibilities of its Program Administrator(s) can be found in 1-56(b) of the Illinois Power Agency Act (20 ILCS 3855) and in the Agency’s 2022 Long-Term Renewable Resources Procurement Plan (“LTRPP” or “Long-Term Plan”).<sup>1</sup> The current program website can be found at [www.illinoisfa.com](http://www.illinoisfa.com).

**BACKGROUND:** Public Act 99-0906 (colloquially known as the Future Energy Jobs Act), which took effect June 1, 2017, amended and expanded 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. Public Act 102-0662 (colloquially known as the Climate and Equitable Jobs Act), which took effect September 15, 2021, further updated those provisions. The Agency’s Long-Term Renewable Resources Procurement Plan (“Long-Term Plan”) sets out the Agency’s implementation of these programs.<sup>2</sup>

**One of those programs is the Illinois Solar for All Program, “which provides incentives for low-income distributed generation and community solar projects, and other associated approved expenditures.”<sup>3</sup> Furthermore, “[t]he objectives of the Illinois Solar for All Program are to bring photovoltaics to low-income communities in this State in a manner that maximizes the development of new photovoltaic generating facilities, to create a long-term, low-income solar marketplace throughout this State, to integrate, through interaction with stakeholders, with existing energy efficiency initiatives, and to minimize administrative costs.”<sup>4</sup>**

---

<sup>1</sup> Chapter 8 of the Long-Term Plan describes the ILSFA program. A copy of that Plan, and the associated Illinois Commerce Commission Docket approving it, can be found at: <https://ipa.illinois.gov/energy-procurement/current-approved-plan.html>.

<sup>2</sup> See: <https://ipa.illinois.gov/content/dam/soi/en/web/ipa/documents/2022-long-term-plan-23-august.pdf> for the current version of the Long-Term Plan.

<sup>3</sup> 20 ILCS 3855/1-56(b)(2).

<sup>4</sup> Ibid.

Illinois Solar for All consists of four sub-programs:

- Low-income Single-Family and Small Multifamily Solar
- Low-income Community Solar
- Incentives for Non-profits and Public Facilities
- Low-income large multifamily solar<sup>5</sup>

Solar projects are financially supported by contracts to purchase the 15-year output of Renewable Energy Credits (“RECs”) from the participating projects. Illinois Solar for All requires that: 1) residential system hosts or community solar subscribers have an income of no more than 80% of Area Median Income, 2) contracts produce “tangible economic benefits” for participants, 3) 25% of program funds are allocated to projects in Environmental Justice Communities, 4) 25% of program funds are allocated to projects that promote energy sovereignty, and 5) up to 5% of the annual program budget is set aside for grassroots education funding. The current annual incentive budget for the program is approximately \$56.5 million per year. The program also has requirements related to the employment of graduates of job training programs.

The Agency is authorized to “issue a request for qualifications for a third-party program administrator or administrators to administer all or a portion of the Illinois Solar for All Program. The third-party program administrator shall be chosen through a competitive bid process based on selection criteria and requirements developed by the Agency, including, but not limited to, experience in administering low-income energy programs and overseeing statewide clean energy or energy efficiency services.”<sup>6</sup> The Agency issued an RFQ and subsequent RFP in 2018 to select a Program Administrator who supported the Agency in the initial development and launch of the ILSFA program. With the term of that previous contract coming to an end June 30, 2023, the Agency issued 23-RFQ-01 in July of 2022 as the first phase in the process of selecting a Program Administrator with resources and experience sufficient to manage the next phase of the ILSFA Program, including the changes and expansion of the program resulting from the enactment of Public Act 102-0662. This RFP, 23-RFP-01, represents the second phase of that process.

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 Illinois Solar for All Program. The Program Administrator will not be responsible for competitive procurements of Renewable Energy Credits conducted by the Agency through its separate third-party Procurement Administrator, or for the administration of the Agency’s Adjustable Block Program (also known as Illinois Shines) as described under Section 1-75(c)(1)(K) of the IPA Act.

The Offeror selected through this RFP process 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 selected Offeror shall have an initial term of approximately two years, with the possibility for three additional one-year renewal terms.<sup>7</sup>

On September 14, 2021, Governor Pritzker signed Public Act 102-0662 (colloquially known as the Climate and Equitable Jobs Act or “CEJA”), that contained significant revisions to Illinois energy policy, including changes to the Illinois Solar for All Program. Among those changes are new provisions for promotion of energy sovereignty, increased support for small and emerging businesses, and expanded requirements

---

<sup>5</sup> While the IP Act uses the term “low-income” Illinois Solar for All has begun using the term “income-eligible” to refer to low-income households. For the purposes of this RFP these terms can be considered interchangeable.

<sup>6</sup> 20 ILCS 3855/1-56(b)(5).

<sup>7</sup> The initial term may be adjusted from two years to allow for the synchronization with the State Fiscal Year, which begins on July 1 of each year.

related to job training. On March 21, 2022, the Agency filed its 2022 Long-Term Renewable Resources Procurement Plan for approval by the Illinois Commerce Commission, which approved the 2022 Plan on July 14, 2022. That Plan includes updates to the program to comply with the new provisions of CEJA, and other updates to the program design, including new pilot programs designed to increase participation of income-eligible single-family households.

This solicitation is only for the administration of the Illinois Solar for All Program. The Agency completed the process of selecting a new Program Administrator for the Adjustable Block Program in April 2022 through a similar solicitation process referenced in 22-RFQ-01 and 22-RFP-01.

**PROGRAM STATUS:** May 31, 2022, marked the end of the 2021-2022 Program Year (also sometimes noted as PY22 or PY4, as the fourth year of the ILSFA program). In the first four years, Illinois Solar for All has approved over 330 projects, totaling over \$96 million in incentives to build 37 MW of solar. The income-eligible residential solar incentive sub-programs have not utilized their full budget allocations, but development of distributed generation projects at 1-4 unit residential buildings has increased, with 153 small (1-4 unit) projects served in the 2021-2022 Program Year, which represents an almost threefold increase from the previous year. The Agency believes as many as 1,000 residential projects could be funded each year with current allocations. The income-eligible Community Solar and Non-profits and Public Facilities sub-programs have traditionally had sufficient project submissions to utilize budget allocations, and project selection protocols have been used to rank and select projects based on characteristics prioritized within ILSFA. The 2021-2022 Program Year used the expanded budget allocations enacted by CEJA, funding six community solar projects and 43 Non-profit and Public Facility projects, which should be relatively representative of future sub-program capacities.

**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.

## **Instructions for Submitting Offers**

How to Enter Information.....	I.1
Published Procurement Information.....	I.2
Solicitation Contact.....	I.3
Offeror Questions and Agency Response.....	I.4
Required Meetings .....	I.5
Proposal Due Date, Time, and Address for Submission .....	I.6
Instructions for Submission of Proposals .....	I.7
Governing Law and Forum.....	I.8
Public Records and Requests for Confidential Treatment.....	I.9
Reservations .....	I.10
Award.....	I.11
Incorporation of 23-RFP-01 by Reference .....	I.12
Prequalification to Respond to Subsequent RFP .....	I.13
Evaluation Process.....	I.14
Selection of Offerors.....	I.15
Interview/Presentation.....	I.16
Price Evaluation and Selection of Offeror for Contract Award.....	I.17
Protests.....	I.18
Minorities, Females, and Persons with Disabilities Participation and Utilization Plan .....	I.19
Subcontracting.....	I.20

## **Section 1 – Proposal Checklist and Signature Page**

Proposal to Provide Professional Services.....	1
Checklist.....	1.1 - 1.18
Signature of Authorized Representative .....	1.19

## **Section 2 – Technical Proposal**

Goal.....	2.1
Expertise, Experience and Services Required.....	2.2
Milestones and Deliverables.....	2.3
Staff Specifications.....	2.4
Where Services are to Be Performed .....	2.5
Signature of Authorized Representative .....	2.6

## **Section 3 – Price Proposal**

Key Program Functions to Consider for Total Price Quote.....	3.1
Total Price Offer.....	3.2
Price Components.....	3.3
Alternative Pricing Proposal - Optional .....	3.4
Type of Pricing .....	3.5
Expenses Allowed .....	3.6
Discount .....	3.7
Taxes .....	3.8
Signature of Authorized Representative .....	3.9

## **Attachments**

State Board of Elections Certificate of Registration .....	AA
Authorization to do Business in Illinois.....	BB
Illinois Department of Human Rights Public Contract Number .....	CC
Standard Terms and Conditions .....	DD

Subcontractor Disclosures .....	EE
Standard Certifications .....	FF
Financial Disclosures and Conflicts of Interest .....	GG
Disclosure of Business Operations with Iran .....	HH
Business and Directory Information .....	II
References .....	JJ
Solicitation and Contract Terms and Conditions Exceptions .....	KK
Taxpayer Identification Number .....	LL
Minorities, Females, and Persons with Disabilities Participation and Utilization Plan .....	MM

## INSTRUCTIONS

### 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 may 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.bidbuy.illinois.gov/](http://www.bidbuy.illinois.gov/)), Illinois Public Higher Education Procurement Bulletin ([www.procure.stateuniv.state.il.us/](http://www.procure.stateuniv.state.il.us/)), Transportation Procurement Bulletin ([idot.illinois.gov/doing-business/procurements/](http://idot.illinois.gov/doing-business/procurements/)) or the Illinois Capital Development Board Bulletin ([www2.illinois.gov/cdb/procurement/Pages/default.aspx](http://www2.illinois.gov/cdb/procurement/Pages/default.aspx)). The Agency will also post this solicitation and related documents and announcements to its website (<http://www.illinois.gov/sites/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: Sanjay Patel	Phone: 312-814-1355
Agency: Illinois Power Agency	Fax: 312-814-0926
Street Address: 105 W Madison Street, Suite 1401	Email: <a href="mailto:sanjay.patel@illinois.gov">sanjay.patel@illinois.gov</a>
City, State Zip: Chicago, IL 60602	TDD: 866-846-5276

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.

## INSTRUCTIONS

---

- 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 February 24, 2023. Questions received and Agency responses may be posted as an Addendum to the original solicitation on the Agency website; only these written answers to questions shall be binding on the Agency. Offerors are responsible for monitoring the Agency website.

**I.5 REQUIRED MEETINGS:**

Offeror Conference: ☒ Yes ☐ No

Mandatory Attendance: ☐ Yes ☒ No

Date: February 21, 2023

Time: 3 pm CPT

Location: Conference Call - please e-mail the Solicitation Contact at [sanjay.patel@illinois.gov](mailto:sanjay.patel@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:** March 17, 2023

**Time:** 5:00 pm CPT

If submitting in hard copy, deliver proposals to:

Agency: Illinois Power Agency
Attn: Sanjay Patel ( <a href="mailto:sanjay.patel@illinois.gov">sanjay.patel@illinois.gov</a> )
Address: 105 W Madison Street, Suite 1401
City, State Zip: Chicago, IL 60602
Solicitation Title & Reference #  Request for Proposals – Illinois Solar for All Program Administrator, 23-RFP-01  Offeror Name: _____

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

## INSTRUCTIONS

---

### I.7 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS:

Proposals responsive to this RFP may be submitted either by email (preferred), or physical delivery.

(1) By email sent to the email address listed above. The email should have a subject line with the Proposal Due Date/Time. Please attach to the email an electronic copy of the Proposal Package.

(2) If not submitted by e-mail, the Proposal Package is due by physical delivery on the Proposal Due Date/Time, and must also contain an electronic copy of the proposal on a USB drive with an electronic copy of the Proposal Package.

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

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". Offeror may view the full text at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)). Section 1-56(b) of the Illinois Power Agency Act (20 ILCS 3855/1-56(b)) is 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



## INSTRUCTIONS

---

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 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 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, the Agency may select the winning Offeror based on the winning proposal and may award a contract for a term up to approximately five years (two years to start,<sup>8</sup> with up to three additional one-year contract renewals). 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. 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 23-RFP-01 BY REFERENCE:** This Solicitation (23-RFP-01) and associated Offeror's Proposal, and 23-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 23-RFQ-01, only qualified and short-listed Offerors may respond to this RFP.<sup>9</sup>

---

<sup>8</sup> The initial term may include an adjustment to synchronize the contract term with the State fiscal year that begins on July 1 of each year.

<sup>9</sup> See: <https://www2.illinois.gov/sites/ipa/Documents/22-RFQ-01ResponsesReviewed.pdf>.

## INSTRUCTIONS

---

- I.14 EVALUATION PROCESS:** The Agency determines whether submittals meet the Responsiveness and Responsibility requirements. Submittals that fail to meet minimum Responsiveness and Responsibility requirements will not be considered for subsequent evaluation.

**RESPONSIVENESS:** A responsive Offeror is one whose proposal conforms in all material respects to this Solicitation and includes all required information. The Agency will determine whether the submittal conforms in all material respects to this solicitation. Minor differences or deviations that have negligible impact on the suitability of the Offeror to meet the Agency's needs may be accepted or corrections allowed. Except for late submissions, the Agency may require that an Offeror correct any deficiencies as a condition of further evaluation. A responsive Offeror is one whose proposal includes all required information, forms, and disclosures. Information, forms and disclosures include, but may not be limited to:

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

**RESPONSIBILITY:** A responsible Offeror is one who has the expertise, experience, qualifications, and capability in all respects to perform fully the requirements stated on this Solicitation and who has the reputation, integrity and reliability that will assure good faith performance. The Agency determines whether the Offeror is a "Responsible" Offeror. The Agency may additionally consider the following:

A "prohibited bidder" includes a person assisting the Agency in determining whether there is a need for a contract unless such information was part of a response to a publicly issued Request for Information. Additionally, a person who assisted the Agency by reviewing, drafting, or preparing this solicitation, a Request for Proposal or Request for Information, or who provided similar assistance is deemed a prohibited bidder.

Other factors that the Agency may evaluate to determine Responsibility (including those found outside the Submittal of Qualifications) include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, past performance in business or industry, references, compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, and payment of prevailing wages if required by law.

- I.15 SELECTION OF OFFERORS.** The table below shows elements of responsibility that the Agency will evaluate, with their relative weights in point format - the maximum points possible 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 1,000. 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.

## INSTRUCTIONS

---

Elements of Responsibility for Evaluation		Maximum Points Awarded	Minimum Points Needed
Section			
2.2 (A)	Understanding of Program	100	50
2.2 (B)	Program Management and Administration	100	50
2.2 (C)	Approved Vendor and Designee Management Processes	100	50
2.2 (D)	Application Processing and Review	100	50
2.2 (E)	Post Application Approval Tasks and REC Contract Invoicing	100	50
2.2 (F)	Support for Grassroots Education	100	50
2.2 (G)	Communications and Stakeholder Engagement	100	50
2.2 (H)	Consumer Protections	100	50
2.2 (I)	DEI, Support for Environmental Justice Community Self-Designation and Small & Emerging Businesses	100	50
2.2 (J)	References	100	50

### I.16 INTERVIEW/PRESENTATION

The Agency will invite Offerors to one or more web-based presentations, or potentially in-person interviews, 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 Offerors 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:

In addition to evaluating the reasonableness of pricing components, the Agency also evaluates the Total Price Quote listed in Section 3.2 by using the following point system. The maximum number of points for the Total Price Quote will be 100 ("Maximum Price Points"). The Agency will determine price points for each Offeror using the following formula:

$$\text{Offeror Price Points} = \text{Maximum Price Points (100)} \times (\text{Lowest received Total Price Quote} \div \text{Offeror's Total Price Quote})$$

The Offeror Total Points equals the Offeror Responsibility Points (I.15. above) plus Offeror Price Points. The maximum possible number of points is 1,100.

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

### I.18 PROTEST PROCESS:

Any person may submit a protest relating to the notice of the RFP, the terms of the RFP, and any decision to reject a late offer. An Offeror (i.e., a person who submitted an offer to the IPA in response to this RFP) may protest the rejection of its offer or an award to another Offeror. Any protest must be received by close of business no later than ten (10) calendar days after the protesting party knows or should have known of the facts giving rise to the protest to ensure consideration. Any notice published to the IPA or ILSFA website establishes the "known or should have known" date for the subject matter of the notice. In addition, protests relating to the notice or terms of the RFP must be received within fourteen (14) calendar days after release of the RFP.

Protest submissions must be concise and logically arranged; provide a statement of reasons for the protest specifically identifying any allegedly material violation of the IPA Act, another relevant Illinois law, or the terms of the RFP; and include any supporting facts, arguments, evidence, and documents.

## INSTRUCTIONS

---

Protests that do not establish legally sufficient grounds for protest—that is, a material violation of the IPA Act, other relevant Illinois law, or the terms of the RFP – or that do not include supporting evidence will be denied. Note that this RFP is not subject to the Illinois Procurement Code, and protests based solely on rules applicable under that Code will not be considered.

Within one (1) business day of receiving the protest submission, the RFP Solicitation Contact will assign a staff member from IPA that was not involved in drafting the RFP or evaluating offers to review the protest submission and the RFP. If the protest relates to a rejection of an offer, the staff member will also review all relevant offers submitted in response to the RFP and any other relevant information such as evaluation materials. That staff member will make a recommendation to the Director within seven (7) calendar days of being assigned to review the protest. The Director will make the final decision as to the determination of the protest within three (3) calendar days. The IPA will resolve the protest by means of a written determination. In determining the appropriate determination, the Director shall consider whether the protestor established sufficient grounds for protest; the seriousness of the procurement deficiency, if any; the degree of prejudice to other parties or to the integrity of the competitive procurement system; the good faith of the parties; the urgency of the procurement; and the impact of the recommendation on the IPA's mission.

### **I.19 MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN:**

This Solicitation aims to include businesses owned and controlled by minorities, females, and persons with disabilities in the procurement and contracting processes. **The utilization goal is 30% of the contract amount and is based on the availability of certified vendors (under the Illinois Business Enterprise Program or “BEP”) 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 an Offeror 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 nonresponsive.**

- If the Offeror is a BEP certified vendor, the entire goal is met and no subcontracting with a BEP certified vendor is required; however, Offeror must submit a Utilization Plan indicating that the goal will be met by self-performance.
- An Offeror who elects to utilize BEP certified subcontractor(s) to meet the goal must provide executed Letter(s) of Intent for all such subcontractors in addition to the Utilization Plan.
- An Offeror who selects the Good Faith Efforts option for the Utilization Plan, must fully complete the “Demonstration of Good Faith Efforts to Achieve Goal and Request for Waiver” and the “Good Faith Efforts Contact Log” as part of their submittal.<sup>10</sup>

---

<sup>10</sup> See [https://cei.illinois.gov/content/dam/soi/en/web/cei/documents/GOOD\\_FAITH\\_EFFORTS\\_GUIDANCE.pdf](https://cei.illinois.gov/content/dam/soi/en/web/cei/documents/GOOD_FAITH_EFFORTS_GUIDANCE.pdf) for more information on Good Faith Efforts.

## INSTRUCTIONS

---

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

E-mail Address: [Leslie.Taylor@illinois.gov](mailto:Leslie.Taylor@illinois.gov)

Offerors who submit proposals in response to this RFP shall 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](https://www2.illinois.gov/cms/business/sell2/bep/Pages/Vendor_Registration.aspx) for complete requirements for BEP certification.

- I.20 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 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 23-RFP-01 BY REFERENCE:** Offeror acknowledges that this Solicitation (23- 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 comprehensive Program Administration services. The Program Administrator will support the Agency with the administration of the Illinois Solar for All Program for the procurement of RECs from new photovoltaic systems for income eligible households and in income-eligible communities across the State of Illinois.

The Illinois Power Agency is an independent state agency tasked with a variety of Illinois Renewable Portfolio Standard (“RPS”) implementation activities, including administering the Illinois Solar for All Program. By law, the Agency works directly with five separate consultants across the full scope of its activities (ABP Program Administrator, ILSFA Program Administrator, ILSFA Evaluator, Procurement Administrator, Procurement Planning Consultant), as well as select subcontractors to those consultants.

The Agency’s vision is to provide a clean, reliable, equitable, and cost-effective energy future for residents and businesses across Illinois. The Illinois Solar for All program is key to that vision as a major vehicle for ensuring an equitable transition to clean energy. The Program Administrator will be expected to uphold the high standards of the Agency and ensure that the program successfully meets not only quantitative goals, but qualitative goals of professional and efficient program operation, positive experiences for customers and businesses, and adherence to equity, diversity, and labor standards.

As a client, the IPA is very hands-on, as Agency leadership cares deeply about the quality and professionalism of any program-related work and wants to ensure that choices related to program operation reflect Agency values and priorities. This approach includes daily email conversations on key topics, weekly scheduled calls (with multiple additional weekly, biweekly, or ad hoc calls), and extended review periods for key program documents and communications. The IPA can be a demanding client, but largely because of its deep commitment to ensuring high quality work.

The Agency’s foremost concerns with respect to program administration are, first, ensuring that programs are administered with the utmost integrity and to the highest ethical standards, and second, ensuring that the programs provide positive experiences for the Illinois residents and businesses whose funding make those programs possible.

With new provisions in Illinois law providing requirements for diversity, equity, and robust labor standards, the IPA wishes to underscore that *how* the clean energy market grows in Illinois is just as important—if not more important—as ensuring that the clean energy economy grows at expected rates. Meeting both the letter and the spirit of these important new requirements is central to how the Agency will evaluate the success of program administration. In addition, with increased public support now authorized for the Illinois Solar for All Program (with utility support for ILSFA increased from approximately \$11 million to \$50 million per year through Public Act 102-0662), the Agency expects increased public attention and interest in this program. Meeting that new interest through providing useful pathways for public engagement (websites, program materials, analyses, etc.) will be of heightened importance as the program expands over the coming years.



## SECTION 2 – TECHNICAL PROPOSAL

---

### 2.2. EXPERTISE, EXPERIENCE, AND SERVICES REQUIRED:

The Program Administrator, with input from the Agency, will be required to complete, at minimum, the following ongoing tasks (as applicable) to ensure comprehensive and compliant administration of the Illinois Solar for All program, pursuant to Section 1-56(b)(2) of the Illinois Power Agency Act (including changes pursuant to Public Act 102-0662), the Agency's Long-Term Renewable Resources Procurement Plan, and any applicable subsequent legislative changes.

The following tasks are based upon and updated from the tasks listed in 23-RFQ-01:

- Program Management - Ongoing Program planning, internal coordination and management including coordination of operations of the Program with the Administrator of the Adjustable Block Program as necessary.
- Project Application & Approval - Process applications, verify project eligibility for Illinois Solar for All, and coordinate this information with the Adjustable Block Program Administrator (who will generate contracts). This includes, but is not limited to, review of project technical specifications, income verification, coordination execution by Approved Vendors and utilities or the IPA, review of community involvement in projects, review of job training coordination, and review of Illinois Solar for All consumer protections such as verification that tangible economic benefits flow to income-eligible participants. Illinois Solar for All administrative procedures will be as similar to those of the Adjustable Block Program to the extent possible, to reduce administrative burden on Approved Vendors who participate in both programs.
- Income Verification & Eligibility: Act as the centralized source for income verification and maintain database of program participants.
- Marketing & Communications - Assist in the development of contracts, disclosure forms, and brochures for use by Illinois Solar for All Approved Vendors and their partner community-based organizations. Review Approved Vendor marketing materials, monitor social media for misinformation, assist in the resolution of issues related to Approved Vendor marketing; and report activity to the Agency regularly. Development of newsletters and announcement text and review and editing of program materials, including the Approved Vendor Manual. Develop and offer survey tool to assess participant experience and satisfaction. Provide Program Manual and related materials for use by Illinois Solar for All Approved Vendors.
- Grassroots Education Coordination - Coordinate Grassroots Education efforts by performing a Request for Proposals process for campaigns, preparing contracts, facilitating onboarding, training selected organizations, supporting development of strategies to achieve campaign goals, and regularly reporting related metrics.
- Call Center Services - Provide call center services to answer voice calls and emails. Track, resolve, and report participant complaints.
- Post-Invoicing Tracking - Review Annual Reports submitted by Approved Vendors. Ongoing project tracking, including ongoing tracking of ongoing community solar subscriptions.
- Quality Assurance/Inspections: Monitor project development status, verify completion of projects, process approvals for payments, and conduct on-site inspections for quality assurance purposes
- Job Training Coordination - Ensure Illinois Solar for All Approved Vendors meet the additional requirements of the Illinois Solar for All Program (beyond Illinois Shines requirements). In particular, the Program Administrator will act as a liaison between Illinois Solar for All Approved Vendors and organizations providing job training to place job trainees.
  - Facilitate "placement for graduates of Illinois-based renewable energy-specific job training programs, including the Clean Jobs Workforce Network Program and the

## SECTION 2 – TECHNICAL PROPOSAL

---

Illinois Climate Works Pre-apprenticeship Program administered by the Department of Commerce and Economic Opportunity, along with other programs administered under Section 16-108.12 of the Public Utilities Act.”

- “[D]evelop a web-based clearinghouse for information available to both job training program graduates and firms participating, directly or indirectly, in Illinois solar incentive programs”<sup>11</sup> that either integrates with or aligns with the Energy Equity Portal administered by the Agency.
- Program Coordination - Promote energy efficiency, weatherization, lead abatement, and other program opportunities that could provide additional benefits to participants to ILSFA Approved Vendors and proactively collaborate with those programs to identify potential beneficiaries.
  - Provide guidance and education to Illinois Solar for All Approved Vendors, community groups, local government agencies, and others on how to leverage other governmental policies to facilitate income-eligible solar projects and energy efficiency programs. Other relevant policies include affordable housing, economic development, public finance, and tax policies, at the federal, state, and local level. The Administrator will act as liaison with other governmental agencies that administer such programs to facilitate their use in tandem with solar development.
  - “[C]oordinate ... activities with entities implementing electric and natural gas income-qualified energy efficiency programs, including customer referrals to and from such programs, and connecting prospective low-income solar customers with any existing deferred maintenance programs where applicable.”<sup>12</sup>
- Reporting - Provide reports to the Agency and the Commission on a quarterly basis on the status of the Program including, but not limited to, number of applications received, number of applications approved, number of projects completed, REC payments, payments for and status of grassroots education efforts (if applicable), and a summary of technical assistance provided.
- Stakeholder Engagement - Assist the Agency with ongoing stakeholder involvement and communications, including, but not limited to, development of the list of environmental justice communities, evaluation plans, program design, and REC prices.
- Approved Vendor Management - Ongoing support and training of program Approved Vendors
  - Assist the Agency to ensure small and emerging businesses,<sup>13</sup> particularly those located in income-eligible and environmental justice communities, are able to participate in the Illinois Solar for All Program.
- Participant Support & Technical Assistance - Assist the Agency in supporting and monitoring projects that promote energy sovereignty<sup>14</sup> to meet program goals. Provide resources to developers and potential participants and track ongoing ownership of energy sovereignty projects to ensure adherence to contract terms.
- Pilot Initiatives - Develop and implement special initiatives to promote program participation, including the Pilot Program on Home Repairs and Upgrades and the Program Delivery Pilot.
- Approved Vendor Registration – Process applications, enroll, and onboard Approved Vendors into the Program.
- Environmental Justice Communities - Facilitate the self-designation process and maintain map of program-determined Environmental Justice Communities.

The Program Administrator(s) will also monitor program operations, share program activity with the Agency and its stakeholders, as directed by the Agency, and conduct regularly scheduled meetings to

---

<sup>11</sup> 20 ILCS 3855/1-56(b)(5).

<sup>12</sup> Id.

<sup>13</sup> Refer to LTRPP Chapter 8 – Illinois Solar for All (p. 228).

<sup>14</sup> Refer to LTRPP Chapter 8 – Illinois Solar for All (p. 229).

## SECTION 2 – TECHNICAL PROPOSAL

---

discuss program operations and market conditions. In addition, the Program Administrator(s) will provide ad hoc support and deliverables that, from time to time, may be required to assist the Agency in meeting its statutory mission and regulatory requirements, such as reports or updates that may be required by the Illinois General Assembly or through Orders entered by the Illinois Commerce Commission.

The Illinois Solar for All Program Administrator will also coordinate as needed with the Adjustable Block Program Administrator engaged by the Agency pursuant to Section 1-75(c)(1)(M) of the Act (see Chapters 7 and 8 of the LTRPP).

In the recently completed 2021-2022 Program Year, Illinois Solar for All received 167 applications for residential projects, 69 applications for projects from non-profits and public facilities, and 13 applications for income-eligible community solar projects. The Agency hopes to see a significant increase in residential projects to approximately 1,000 per year. However, the 2021-2022 level of participation for non-profit/public facility projects and income-eligible community solar projects is a reasonable proxy for future years at this time. An Offeror should be prepared to provide services to meet at least this level of activity but also be able to provide a plan and the ability to scale up resources to meet higher levels of program activity.

The Illinois Solar for All Program is also subject to third-party evaluation and Offerors are advised to review the previous evaluation reports and recommendations available at <https://www.illinoissfa.com/evaluation/>.

### **A. Understanding of Program - Please limit response to a maximum of 10 pages.**

- Provide a high-level overview of Offeror's understanding of (1) the ILSFA program generally, (2) the current implementation of the program as can be found on the program website, [www.illinoissfa.com](http://www.illinoissfa.com), (3) changes to the program due to the enactment of Public Act 102-0662, and (4) the role and responsibilities of the Program Administrator.
- Describe components of the ILSFA 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.
- Describe the two or three most significant operational risks or challenges that the ILSFA Program faces and describe the Offeror's intended strategy for mitigating or overcoming these problems.
- 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.](#)

## SECTION 2 – TECHNICAL PROPOSAL

---

### **B. Management and Administration - Please limit response to a maximum of 30 pages.**

The foundation of the Illinois Solar for All Program is built upon the technical and operational support provided by the Program Administrator in running of the program's day-to-day operations. The Program Administrator must be able to provide technical support to Approved Vendors, Designees, and end-use customers navigating the application process; at a minimum, the IPA expects that the Program Administrator will maintain a call center to answer questions and received feedback related to the operations of the Program. The Program Administrator further supports the development and implementation of program requirements on an ongoing basis, either as a result of legislative enactments or other identified areas for improvement of the program.

The Program Administrator is responsible for analyzing the feedback received from program participants and stakeholders, and reviewing program needs on a regular basis. The Program Administrator must have the ability to spot issues that require, or arise from, development of new program components, requirements, terms and conditions, technical needs, or other changes. In this way, the Program Administrator also plays a pivotal role in providing technical, legal, and policy support for the IPA in the development of the program.

Describe how the Offeror would conduct the ongoing management and administration of the program to meet these needs. This should include a discussion of approach, key tasks, and assessment of risks. The response should specifically discuss:

- Overall program management including development, implementation, and ongoing monitoring and updating of workplan and key tasks.
- A description of the management structure, including key responsibilities
- Development, implementation, and monitoring of Key Performance Indicators
- A description of how to synchronize, to the extent possible, the application process between ILSFA and the Adjustable Block Program. This should include a description of portal updates that would be needed as well as identification of key differences between the application processes.
- Plans for process and performance improvement, including adopting recommendations from the ILSFA Program Evaluator and changes resulting from the approval of the next Long-Term Plan in early 2024.
- Plans for assessing and preparing for potential increases in applications and program size and any new staffing needs.

#### ***Key Considerations***

- Program operations require technical support not only in terms of the ILSFA portal/application process, but also technical support/knowledge of the solar industry, including expertise on engineering matters and/or financing in the solar market.
- Program Administrator responsibilities include spotting potential issues in program operations/management through feedback from program participants, analyzing the issue, developing possible solutions, anticipating potential risks and/or threats, and providing technical, legal, and policy-related support to the IPA in determination of the appropriate path forward.
- Section 1-56(b)(2) of Public Act 102-0662 added an increased focus on support for small and emerging businesses.
- With the passage of Public Act 102-0662, ILSFA has greatly increased annual utility funding. To promote the Illinois Solar for All: Residential (Small) sub-program, two pilot initiatives are being

## SECTION 2 – TECHNICAL PROPOSAL

---

planned. The Pilot Program on Home Repairs and Upgrades and the Program Delivery Pilot, detailed in Sections 8.5.3.3 and 8.5.3.4 of the Long-Term Plan, will require staff resources above current staffing levels as they are implemented.

[Click here to enter text.](#)

### **C. Approved Vendor and Designee Management Processes - Please limit response to a maximum of 10 pages**

As outlined in the IPA’s Long-Term Plan, and now required by the enactment of Public Act 102-0662, the Illinois Solar for All Program utilizes an Approved Vendor model, which ensures that any entity receiving a REC delivery contract is registered with—and vetted by—the IPA. The Program Administrator is responsible for managing the Approved Vendor application process, including annual registration renewal, training, and submission of annual reports. The Program Administrator further ensures that Approved Vendors comply with program terms and conditions through utilization of the program’s disciplinary process, if necessary.

The Program Administrator likewise manages the registration of all Designees of Approved Vendors – that is, all sub-contractors, agents, or third-party firms that have direct interactions with customers on projects that are or will be applied to the program. Program guidelines currently require a registration process only for Designees (rather than application and approval). Registered Approved Vendors must ensure all Designees (including nested Designees, i.e., a Designee of a Designee) register with the Program and comply with program requirements. As with Approved Vendors, the Program Administrator utilizes the program’s disciplinary process, if necessary, to ensure that Designees comply with program requirements.

For more information, see the Approved Vendor Manual and Marketing Guidelines; see also Section 1-75(c)(1)(M)(i) of the IPA Act.

#### ***Key Considerations***

- Detailed review and evaluation of Approved Vendor and Designee applications (and re-registration materials) is essential to ensuring that REC Contracts – and thereby, state-administered incentive funds – are received only by entities that are fully vetted and approved by the Agency.
- ILSFA contains a number of features unique to working in disadvantaged communities and in the growing solar market in Illinois and the application, review, and approval of Approved Vendors and Designees requires additional considerations beyond the requirements of the Adjustable Block Program which should be described in detail.
- Under CEJA, ILSFA must provide additional support for small and emerging businesses. Additionally, the Agency prioritizes projects developed by Minority- and Women-Owned Businesses Enterprises (MWBE) and seeks to ensure the Program is accessible to a variety of solar developers.

## SECTION 2 – TECHNICAL PROPOSAL

---

### Proposed Solution

1. Describe the Offeror's technical and staffing capacity proposed to meet this requirement.
2. Describe the Offeror's past experience relevant to vetting Approved Vendor and Designee applications for programs, including details on how similar reviews were conducted and whether equity concerns were implicated in the evaluation.
3. Provide a narrative description of the Offeror's approach to meeting these requirements.
4. Provide the Offeror's assessment of risks and challenges to successful implementation, and Offeror's proposed approach to address or mitigate those risks and challenges.

[Click here to enter text.](#)

### D. Application Processing and Review - Please limit response to a maximum of 10 pages

Applications to participate in Illinois Solar for All are submitted in two parts. The Part I application, which is initiated by the execution of a disclosure form by the customer (for Distributed Generation projects) includes the proposed system specifications and is evaluated for program eligibility. Approved Part I applications are then submitted to the ICC for inclusion in a REC delivery contract. The Part II application, which is submitted by the Approved Vendor after a project is completed, includes information about the system as built as well as details and documentation of meeting Program job training requirements, and is used for the final determination of the REC quantity delivery payments (and delivery obligations). The specifics of this application process require meticulous oversight and attention to detail and accuracy from start to finish.

#### *Disclosure Form Generation and Application Submission*

The Offeror must support application **submission** process from start to finish (i.e., Disclosure Form generation through to preparation of data for contract generation) utilizing an online portal. The steps in this process are as listed below:

1. Designee or Approved Vendor generates a Disclosure Form based on proposed basic project design
2. Disclosure Form is executed by the customer and submitted to the Program, thus initiating a new Part I project application
3. Approved Vendor completes the Part I application and submits the application to the Program in batches (which may include single project batches)
4. After ICC approval and award of a REC contract, Approved Vendor submits Part II application when the project is completed

#### *Application Review and Processing (Part I, ICC Approval, and Part II)*

The Offeror must support application **review** from start to finish (i.e., Disclosure Form review through to invoicing) utilizing an online portal and a team of informed application reviewers. This includes:

1. Review Part I application for any issues or inaccuracies and work through these with the Approved Vendor
2. Verify the Part I application once all issues are corrected
3. Conducting a project selection process may be required due to project applications exceeding available program year budget

## SECTION 2 – TECHNICAL PROPOSAL

---

4. Batch Approved Vendor's verified Part I applications per Program requirements and organize batches into a memo for submittal to the Illinois Commerce Commission ("ICC") for approval
5. Once batches are approved by the ICC and are awarded REC contracts, or added as product orders to existing REC contracts, generate REC contracts and/or product orders
6. Ensure execution of REC contracts by all parties (Buyer and Seller) including verification with the Buyer of the collection of applicable collateral
7. Review Part II application for any issues or inaccuracies and work through these with the Approved Vendor
8. Verify the Part II application once all issues are corrected
9. Generate and send invoice to the Approved Vendor noting the expected REC payment from the Buyer to the Seller, and netting statement to the Utility for their use in verifying REC invoices

The Offeror is expected to support Approved Vendors throughout each step of this multi-step application process. This includes, but is not limited to, answering questions that Approved Vendors have regarding application submission, technical support in submitting applications via the portal, working through issues/inaccuracies on submitted applications, batching applications submitted per Program requirements, generating invoices for Part II approved applications, etc.

Offeror should present a robust solution for ensuring that Approved Vendors are able to seamlessly generate Disclosure Forms, submit Part I applications, have relevant REC contracts for their applications generated and sent to the ICC for approval, and lastly submit Part II applications.

### ***Key Considerations***

- Program incentives for these project applications are calculated based on amount of energy generation capacity submitted on project applications. Knowledge of subject matter, attention to detail, and accuracy are vital in reviewing project applications.
- While Public Act 102-0662 increased available utility funding for each program year, project applications may exceed available funding for a program year, prompting a project selection process. It is vital that these processes be conducted in a careful and transparent process so that selection of projects does not impinge on program integrity.

### **Proposed Solution**

1. Briefly describe the Offeror's past experience relevant to application processing for a program of this scale.
2. Describe the Offeror's technical and staffing capacity proposed to meet this requirement. This should include staffing capacity for application review and processing as well as maintaining and upgrading the portal for application submittal, optimizing the user experience. The Offeror should describe in detail how this capacity will be sufficient to handle the increased program funding now available (\$50 million/year from utility funding in addition to approximately \$16.5 million from the Renewable Energy Resources Fund).
3. Provide a narrative description of the Offeror's approach to meeting this requirement.
4. Provide the Offeror's assessment of risks and challenges to successful implementation, and Offeror's proposed approach to address or mitigate those risks and challenges.

[Click here to enter text.](#)

### **E. Post Application Approval Tasks and REC Contract Invoicing - Please limit response to a maximum**

## SECTION 2 – TECHNICAL PROPOSAL

---

### **of 20 pages**

After Part I and Part II applications are approved, there are ongoing tasks that must occur to ensure projects in the Program are energized in a timely fashion, deliver the expected number of RECs, and are built per specifications submitted to the Program.

While REC Delivery Contracts are between Approved Vendors and Utilities, the Program Administrator plays a critical role in ensuring that correct payments are made. This includes verifying system energization (e.g., Part II verified) and thus eligibility for payment, the correct payment amount (as system sizes and/or capacity factors may change between Part I and Part II verifications) for initial and subsequent invoices, and the ongoing monitoring and verification of community solar subscription levels that can impact payment amounts.

For more information see Section 8 of the Program Guidebook and the REC Delivery Contract.

Offeror should present a robust solution for ensuring that Approved Vendors and Utilities are provided the information needed for the correct and timely invoicing under REC delivery contracts. The Offeror must provide a solution that will generate invoices for use by Approved Vendors and netting statements that will be used by the REC contract Buyer to verify invoices submitted by Approved Vendors. The solution must be portal-based and allow Approved Vendors and utilities to access current and historical statements.

#### *Extension of Energization Deadlines*

Per the current REC Contract, Distributed Generation systems must be Energized (Part II Verified) within 18 months of the system's Trade Date. Similarly, Community Solar projects must be Energized within 2 years of the system's Trade Date. While most systems meet their scheduled energization deadline, some systems require extensions under the REC contract if this deadline cannot be met. The Offeror must keep track of granted extensions and updated scheduled energization deadlines for all systems in the Program, and support the Agency in ensuring extensions for systems that have not yet Energized are granted prior to the scheduled energization deadline.

#### *Job Training Requirements Verification and Tracking*

Approved Vendors have minimum requirements to utilize eligible trainees from qualified job training programs at both the project level and portfolio level. The Offeror will not only reviews job training activities for Part II project verification, but must also track the installations that utilize at least one trainee, as well as the work hours for all employees, subcontractors, installers, and agents of the Approved Vendor for verifying ongoing portfolio job trainee requirements.

#### *Inspections*

A percentage of projects in the Program undergo inspections to ensure compliance. Inspections occur after the Part II application is submitted and verified. The Offeror should propose a solution that ensures a representative sample of projects in the Program as inspected by a knowledgeable team. The Agency is interested in the Offeror's proposed sampling methodology, as well as what should be the scope of project inspections.

#### *Community Solar Subscription Management*

Community solar subscriptions require disclosure forms and income verification to be included in the subscription levels for ILSFA community solar projects. The Offeror will be responsible for providing a disclosure form generation process for ILSFA AVs and designees, reviewing and approving those disclosure forms, and verifying of subscription levels. This will also include disclosure forms for the low-income community solar pilot projects selected in a competitive procurement conducted in 2019 as well



## SECTION 2 – TECHNICAL PROPOSAL

---

as those selected in the regular ILSFA low-income community solar sub-program.

### *Annual Reporting*

All Approved Vendors must submit an annual report that includes information on RECs delivered to date by their systems, list of systems not yet energized, balance of collateral related to the Approved Vendors systems, summary of force majeure events, and more. The Offeror must keep track of this data for each Approved Vendor so that the annual reporting process for Approved Vendors is seamless and requires only an examination and confirmation of the data provided by the Program.

Offeror should present a robust solution for ensuring that projects in the Program are inspected, held to the requirements of the Annual Report, and Energized in a timely fashion.

### **Key Considerations**

- Processes related to extensions and community solar disclosure forms (including income verification) are time sensitive for program participants and the Offeror should describe how it will ensure prompt processing. Each community solar project could support several hundred community solar subscriptions. As the number of community solar projects increases, the volume of disclosure forms will increase commensurately. The Offeror should have processes and procedures in place to handle this increased volume.
- The Offeror should consider how to balance in-person and virtual inspections due to the ongoing COVID-19 pandemic.
- The solution for REC Contract invoicing must accurately calculate appropriate program incentive amount for invoicing. The solution should detail how the process will minimize opportunity for error.
- Payments under community solar contracts are adjusted based upon verification of subscription levels at Part II approval and one year after energization (as defined by the REC contract). The solution must integrate the process for community solar subscription level verification into the correct generation of netting statements and invoices.

### **Proposed Solution**

1. Briefly describe the Offeror's past experience relevant to inspections of solar projects in a public-facing program.
2. Briefly describe the Offeror's past experience relevant to preparing and offering a reporting mechanism to participants in a public-facing program.
3. Briefly describe the Offeror's past experience relevant to tracking deadlines for extension requests and how the Offeror will ensure that deadlines are communicated to Approved Vendors.
4. Describe the Offeror's planned technical and staffing approach to ensuring efficient, accurate, and timely processing of community solar disclosure forms. The Offeror should provide a detailed description of how this approach will scale up as community solar projects are completed and the volume of community solar disclosure forms increases.
5. Briefly describe the Offeror's past experience relevant to the creation and issuing of invoices and netting statements.
6. Describe the Offeror's technical and staffing capacity proposed to meet this requirement.
7. Provide a narrative description of the Offeror's approach to meeting this requirement.
8. Provide the Offeror's assessment of risks and challenges to successful implementation, and Offeror's proposed approach to address or mitigate those risks and challenges.

## SECTION 2 – TECHNICAL PROPOSAL

[Click here to enter text.](#)

### **F. Support for Grassroots Education - Please limit response to a maximum of 20 pages**

As described in Section 1-56(b)(3) of the IPA Act, up to 5% of available ILSFA funds can be directed to organizations and community-based groups providing Grassroots Education efforts, supporting campaigns that educate potential participants and promote Program participation. Through PY 2021-2022, these efforts consisted solely of campaigns executed by local community nonprofits to engage their local communities to educate about the basic information and benefits of solar energy generation, and local opportunities for participating in ILSFA. The Program Administrator has solicited organizations to participate as Grassroots Educators through a Request for Proposals process, and provided onboarding, training, contract preparation, invoicing, and assisted in development of campaign strategies of the Grassroots Educators organizations.

Public Act 102-0662 expanded the language of Grassroots Education to include activities “to assist in community-driven education efforts related to the Illinois Solar for All Program, including general energy education, job training program outreach efforts, and other activities deemed to be qualified by the Agency.”<sup>15</sup> As an initial expansion of the scope of Grassroots Education campaigns, in the 2022-2023 Program Year the Grassroots Educators have begun promoting community participation in stakeholder feedback opportunities and providing feedback themselves, as partners that witness ILSFA’s implementation at the community level.

Additionally, Public Act 102-0662 directs the Program to “be implemented in a manner that seeks to minimize administrative costs, and maximize efficiencies and synergies available through coordination with similar initiatives, including the Adjustable Block program [...], energy efficiency programs, job training programs, and community action agencies.” Coordination with these programs and organizations may require contracting for services associated with Program activities. Because that coordination relates to “general energy education, job training program outreach efforts, and other activities deemed to be qualified by the Agency,” the Program Administrator’s responsibilities for Grassroots Education coordination may broaden to include coordination with other programs and entities.

### ***Key Considerations***

- Grassroots Education activities are outlined in subcontracts, with scopes of work, goals, and budgets. Grassroots Educator activities must be tracked for Program reporting, Program evaluation, invoicing, and goal tracking needs.
- With the addition of the Residential Solar Pilot and the development of the Department of Energy - National Community Solar Partnership’s Community Solar Subscription Tool, additional activities that will fall under the category of Grassroots Education may arise.

### ***Proposed Solution***

1. Provide a narrative description of the Offeror’s approach to meeting this requirement.
2. Describe the Offeror’s planned technical and staffing approach to supporting Grassroots Education efforts.
3. Describe the Offeror’s approach to engaging and building working relationships with new organizations not previously active in Program activities.

---

<sup>15</sup> 20 ILCS 3855/1-56(b)(3)

## SECTION 2 – TECHNICAL PROPOSAL

---

4. Provide the Offeror's assessment of risks and challenges to successful implementation, and Offeror's proposed approach to address or mitigate those risks and challenges.

Click here to enter text.

### **G. Communications and Stakeholder Engagement - Please limit response to a maximum of 20 pages**

Flowing from the requirements outlined in the Long-Term Plan, the Program Administrator provides detailed information to Program participants on any changes to Program requirements:

- Eligibility information for [income-eligible](#) residents as well as non-profit organizations, and public facilities, including maintenance of environmental justice and income-eligibility maps;
- Requirements for [approved vendor designation](#);
- [Consumer protection](#) standards;
- [ILSFA project status information](#)

The Offeror must communicate Programmatic updates to a variety of program stakeholders on a regular basis and tailor communications accordingly. Communications for Approved Vendors and Designees occur through the Illinois Solar for All Program website (<https://www.illinoisfa.com/>). The Offeror must maintain both websites, accompanying email lists, and develop and publish announcements catered to each audience each time Program updates are needed.

Although the Program will undergo an independent third-party evaluation, the Program Administrator will work with the Program Evaluator, the Agency, and other Program stakeholders to draft and administer additional survey tools to be offered to Program participants after enrollment in an ILSFA Community Solar project, or following installation of an ILSFA Residential Solar or Non-profit and Public Facilities project.

#### *ILSFA Program Promotion*

The Offeror will provide a plan for expanded Program promotion, which would include local press (print and broadcast) and social media pages for ILSFA. While the program does not currently utilize social media, the Offeror should propose a solution to connect social media communications with Programmatic updates made via Program websites, as well as to monitor social media platforms for content related to the program.

#### **Key Considerations**

- Transparency is a key component that drives Programmatic communication. As a public program, there is an obligation to maintain the highest levels of transparency into Programmatic goings-on with both Program participants and the general public.
- Along with increasing the public knowledge of ILSFA, the Agency seeks to increase the scope of stakeholders that engage with feedback opportunities to include income-eligible residents, service providers, and advocates, and provide more varied feedback opportunities for stakeholders. With the addition of the ILSFA Advisory Group and Expanded Consumer Protections Working Group, the Agency is committed to increasing its scope of stakeholders to more actively engage income-eligible residents and communities.

#### **Proposed Solution**

1. Describe the Offeror's past experience relevant to maintaining a manual or guidebook document and website for participants in a public facing solar incentive program.

## SECTION 2 – TECHNICAL PROPOSAL

---

2. Describe the Offeror’s past experience relevant to running a promotion campaign, including social media pages, for a public facing solar incentive program.
3. Describe the Offeror’s plan for engaging a variety of stakeholders, including income-eligible residents, service providers, and key community entities for providing input on a public facing solar incentive program.
4. Describe the Offeror’s technical and staffing capacity proposed to meet this requirement.
5. Provide a narrative description of the Offeror’s approach to meeting this requirement.
6. Provide the Offeror’s assessment of risks and challenges to successful implementation, and Offeror’s proposed approach to address or mitigate those risks and challenges.

[Click here to enter text.](#)

### **H. Consumer Protections - Please limit response to a maximum of 20 pages**

The consumer protection standards of the ILSFA Program are among the highest of any state-administered solar incentive program nationwide. In addition to fully vetting Approved Vendors applicants prior to granting approval for participation in the Program, the Program Administrator ensures that Approved Vendors and Designees do not engage in deceptive or misleading marketing through monitoring the market. While the IPA does not have plenary regulatory authority over entities operating in the Illinois solar market, the Agency can suspend or revoke an entity’s ability to participate in the Program for violations of program requirements.

In addition to overseeing Approved Vendor and Designee compliance with the consumer protection requirements promulgated under the program, the Program Administrator also addresses consumer complaints directly. The Program Administrator should fully investigate any complaints received and will often serve as a liaison between the complaining customer and the Approved Vendor and/or Designee to work towards a successful solution of the complaint. At times, such investigations lead the Program Administrator to recommend disciplinary action against a participating entity, based upon a comprehensive review of the entity’s conduct, the severity of the violation, mitigating circumstances, and a risk assessment.

The Program Administrator generates and manages documents related to consumer protection, including the standard disclosure forms for distributed generation and community solar subscriptions, program brochures, and disciplinary correspondence with Approved Vendors and/or Designees. Professional-quality work product, particularly surrounding the disciplinary correspondence, is essential in the development of these documents.

For more information, see the Program Guidebook, Marketing Guidelines, and changes to Section 1-75(c)(1)(M) under Public Act 102-0662.

### **Key Considerations**

- As the IPA does not have plenary market authority over Illinois solar developers, review of offers, advertisements, and social media does not always clearly indicate whether an entity’s conduct violates program requirements.
- ILSFA’s eligible participants may not have a full understanding of distributed generation or community solar development practices and may not advocate on their own behalf. The Agency

## SECTION 2 – TECHNICAL PROPOSAL

---

expects the Program Administrator to support Program participants in seeking positive outcomes to Program participation.

- Disciplinary action against Approved Vendors and/or Designees may be taken by the Program Administrator with the Agency’s oversight; how, when and why such action shall be taken, including an evaluation of the risks to end-use customers and program success, are vital to this determination.
- Consumer protections are of the utmost importance to the Agency. The Offeror must not only work with the Agency to update the Marketing Guidelines on a regular basis, but must always work to ensure that consumer protections are considered across all parts of the Program.

### Proposed Solution

1. Describe the Offeror’s past experience relevant to the development and enforcement of consumer protection standards.
2. Describe the Offeror’s past experience relevant to the investigation and resolution of complaints.
3. Describe the Offeror’s technical and staffing capacity proposed to meet this requirement.
4. Provide a narrative description of the Offeror’s approach to meeting this requirement.
5. Provide the Offeror’s assessment of risks and challenges to successful implementation, and Offeror’s proposed approach to address or mitigate those risks and challenges.

[Click here to enter text.](#)

### **I. Diversity, Equity, Inclusion, and Support for Environmental Justice Community Self-Designation and Small & Emerging Businesses - Please limit response to a maximum of 20 pages**

From its origins as established through Public Act 99-0906, and then as expanded through Public Act 102-0662, Illinois Solar for All has emphasized the importance of ensuring that the projects supported represent the breadth of communities across Illinois, particularly low-income and environmental justice communities. To achieve these goals, the ILSFA implementation to-date has incorporated a number of features:

- Minimum 25% funding carveouts for projects located in environmental justice communities in all ILSFA sub-programs.<sup>16</sup>
- Prioritization of projects located in environmental justice and income-eligible communities and in communities previously underserved by ILSFA when project selection protocols are required.
- Goals of at least 60% of Grassroots Education funding supporting outreach to environmental justice communities.<sup>17</sup>
- Environmental Justice Community Self-Designation process available to communities not designated under the methodology detailed in Section 8.12.2 of the Long-Term Plan.

Public Act 102-0662 also introduced important new provisions into Illinois law signaling that how the clean energy economy grows and who benefits is equally important as the simple fact of increasing number of projects. Section 1-56(b)(2) instructs the Agency to “make every effort to ensure that small and emerging businesses, particularly those located in low-income and environmental justice communities, are able to participate in the Illinois Solar for All Program,” and report on progress and barriers to participation annually. The Agency committed to prioritizing small and emerging businesses

---

<sup>16</sup> Refer to LTRRPP Chapter 8 – Illinois Solar for All (p. 283)

<sup>17</sup> Refer to LTRRPP Chapter 8 – Illinois Solar for All (p. 287)

## SECTION 2 – TECHNICAL PROPOSAL

---

within its Residential Solar Pilot, but Offeror should include detail of what additional support will be provided to encourage participation in ILSFA by small and emerging businesses.

Additional requirements include the development of a workforce equity database and comprehensive demographic data collection efforts, which are also being incorporated into ILSFA. For more information, see Section 1-75(c)(1)(K)(v)-(vi), (c-10) (c-15), (c-20), (c-25), and (c-30), as well as other provisions within Public Act 102-0662.

Offeror should present a robust approach for ensuring that diversity and equity requirements found in Public Act 102-0662 are met both in letter and in spirit. Offers should also outline how to work with job training programs and other outlets to facilitate the development of a more diverse and equitable clean energy workforce.

Diversity, Equity, and Inclusion is likewise important when it comes to the IPA's selection of a Program Administrator, and Offeror should explain and demonstrate how its program administration team itself (including its subcontractors) reflects Public Act 102-0662's goals.

### **Key Considerations**

- The upcoming analysis of potential racial discrimination in the Illinois clean energy sector through a disparity study will require robust data collection, so efforts to collect data and information should include demographics of program participants, Approved Vendors, Designees, and project workforces, and other relevant factors.
- As discussed above in Section G, the Agency has a goal of increasing diverse representation in stakeholder opportunities. The Offeror should detail plans for engaging and educating new stakeholders to achieve a robust understanding of the Program from which to inform their feedback.
- Coordination with the Department of Commerce and Economic Opportunity and key stakeholders and service providers may be vital to successful implementation of these new provisions, so Offerors should explain how such coordination will be developed and maintained.

### **Proposed Solution**

1. Describe the Offeror's past experience relevant to ensuring diversity and equity in clean energy programs, if any.
2. Describe the Offeror's technical and staffing capacity proposed to meet these requirements.
3. Provide a narrative description of the Offeror's approach to meeting these requirements.
4. Provide the Offeror's assessment of risks and challenges to successful implementation, and Offeror's proposed approach to address or mitigate those risks and challenges.

[Click here to enter text.](#)

### **J. References**

Please provide four references in Appendix JJ.

## SECTION 2 – TECHNICAL PROPOSAL

---

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

- 2.3.1. Be able to begin updating existing program administration functions within 30 days of the award notice.
  - 2.3.2. Be able to complete implementation of program administration as specified in this RFP within 90 days of the contract start date.
  - 2.3.3. Provide ad hoc support as determined by the Agency from time to time.
1. Provide a workplan/timeline on how the Offeror will meet these milestones. Consideration will be given for realistic workplans that can achieve the milestones in a shorter timeline.
  2. Describe the project management approach for the development of specific deliverables and for managing ongoing operations.

This should be a summary of an overall project plan that includes:

- Scope (i.e., goal or required outcome)
- Detailed timelines
- Listing of all team member resources assigned to the project
  - Primary team resources
  - Partner team resources
  - Sub-contractor resources
- Detailed description of the project plan across the five phases of project management that will govern all operational aspects of the IPA ILSFA
  - Initiation
  - Planning
  - Executing
  - Monitoring/controlling
  - Closing
- Identification and management of recurring and one-time key milestones and deliverables
- Process and procedures for identifying and resolving project risk(s)
- Project communication process and procedures
  - Method, frequency, and materials used to keep the IPA appropriately informed and updated on overall project status and/or specific activity/task matters
  - Scheduled meetings
  - Written reports
- Project change management action plan and procedures

[Click here to enter text.](#)

**2.4. STAFF SPECIFICATIONS:** The Offeror must have adequate staff with the necessary skill and experience to perform the requirements specified in Sections 2.2 and Section 2.3 above in a timely and efficient manner. Please include in the Offeror Statement of Qualifications in Section 2.6 a listing and description of key staff that will be used to meet these requirements.

## SECTION 2 – TECHNICAL PROPOSAL

---

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

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 Total Price Quote to implement the Offeror's proposed solutions to meeting the level of program activity described below in Section 3.1.

The Total 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 Total 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 Total Price Quote, 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 fixed and variable components as listed in Section 3.3 to account for actual levels of realized program activity, but will have a maximum contract value for each state Fiscal Year.

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. KEY PROGRAM FUNCTIONS TO CONSIDER FOR TOTAL PRICE QUOTE**

For the purpose of submitting a pricing proposal please consider the programs functions and assumptions listed below:

##### **Program Management and Professionalism**

The IPA leadership cares deeply about the quality and professionalism of any program-related work and ensuring that choices made reflect Agency values and priorities. This approach includes daily email conversations on key topics, weekly scheduled calls (with multiple additional weekly, biweekly, or ad hoc calls), and extended review periods for key program documents and communications. The Agency's foremost concerns are:

- Ensuring that programs are administered with the utmost integrity and to the highest ethical standards
- Ensuring that the programs it administers serve to provide positive experiences for the Illinois residents and businesses whose funding make those programs possible.
- The IPA wishes to underscore that how the clean energy market grows in Illinois is just as important—if not more important—as ensuring that the clean energy economy grows at expected rates. Meeting both the letter and the spirit of these important new requirements is central to how the Agency will evaluate the success of program administration

## SECTION 3 –PRICING PROPOSAL

---

### **Communications Responsibilities**

Communications is an important success factor for the Program Administrator and some of the required functions at a minimum should be the following:

- Create and administer Program’s guiding documents, as well as new material as Program progresses
- Document retention in a database
- Every other year incorporation of Long-Term Plan changes into guiding documents
- Annual review of disclosure forms for any needed updates
- Translation of all public facing Program resources into Spanish
- Six announcements per month
- Engagement and education of program stakeholders
- Develop a communications plan for larger projects (document overhauls, new portal functionality, stakeholder feedback sessions on Programmatic changes, etc.)
- Manage a professional public engagement infrastructure (websites, program materials, analyses, etc.)

### **Technological and Programming Expectations**

The Program Administrator must have the technological ability and know-how to effectively manage all elements of the program including the following:

- Ability to manage application review from start to finish (i.e., Disclosure Form generation through invoicing, and post-invoicing tracking) within the “ILSFA portal” platform
  - Disclosure Form review
  - Part I application review
  - Project selection when applicable
  - Batching applications
  - Sending batches to the ICC for approval and assignment to a REC contract
  - Monitoring trade date of REC contracts which are linked to scheduled energization date for systems
  - Part II application review
  - Preparing and sending invoices for Part II approved projects to Approved Vendors
  - Receiving and tracking Approved Vendor Annual Reports
  - Provide ongoing tracking of ILSFA Community Solar project subscribers
- Ability to create customizable software solutions to address both Program needs or problems as they arise
- Ability to build customizable reports from Program data for IPA and contracting utilities (ComEd, Ameren, MidAmerican)
- Ability to maintain and update income-eligible community and environmental justice community maps based on data sets and analytical methodologies as outlined in the Long-Term Plan.
- Ability to dynamically generate various Program documents, including but not limited to:
  - Disclosure Forms for the Program’s distinct project application types
  - REC contracts between the Approved Vendor and the contracting utility

## SECTION 3 –PRICING PROPOSAL

---

- Invoices for Approved Vendors outlining the expected payment for their systems in the Program
- Any other dynamically populated PDFs needed by the Program

### **Consumer Protections Responsibilities**

Overseeing consumer protections is an essential part of the Program Administrator duties as described below:

- Work to discourage deceptive marketing or other bad faith business practices
- The Program Administrator will require direct program participants to provide standardized disclosures to a customer prior to that customer's execution of a contract for the development of a distributed generation system or a subscription to a community solar project
- The Program Administrator will establish a Consumer Complaints Center to accept complaints regarding businesses that participate in, or otherwise benefit from, State-administered incentive funding through the IPA administered programs. To protect customer information the public database of complaints, any confidential or particularly sensitive information must be redacted from public entries
- The Program Administrator will assist the IPA prepare an annual written report to the Illinois Commerce Commission documenting the frequency and nature of complaints and any enforcement actions taken in response to those complaints
- The IPA will schedule or participate in otherwise scheduled regular meetings with representatives of the Office of the Attorney General, the Illinois Commerce Commission, consumer protection groups, and other interested stakeholders to share relevant information about consumer protection, project compliance, and complaints received. It is expected that the Program Administrator will participate and provide information for these meetings.
- To the extent that any complaints received implicate the jurisdiction of the Office of the Attorney General, the Illinois Commerce Commission, or local, State, or federal law enforcement, the Program Administrator will assist the IPA in referring complaints to the appropriate entities

### **Legal Responsibilities**

Several aspects of the Program Administrator responsibilities involve legal review of documents to ensure compliance with the law:

- Legal review of disciplinary letters
- Legal review and management of FOIA requests
- Legal review of most all Program decisions and documents to ensure compliance with law
- Drafting of grassroots educator subcontracts

### **Key Performance Measures**

The Program Administrator should work with the IPA to develop Key Performance Measures to ensure the programs are implemented to achieve the desired objectives. This should include using performance metrics to track specific objectives over time to achieve better outcomes.

## SECTION 3 –PRICING PROPOSAL

- 3.2. TOTAL PRICE QUOTE:** Please provide a one-year Total Price Quote to accomplish the Offeror's proposed implementation of the Illinois Solar for All 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. This Total Price Quote should be the sum of the components listed in Section 3.3.

### Total Price Quote

[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 and Section 3.1.

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.

To support and justify the Total Price Quote, please fill in the Pricing Table for each Function for direct staff costs (exclusive of costs based on unit prices as listed below) for the first full year (July 1, 2023 - June 30, 2024). A version of this table in Excel format will also be provided and should be submitted with the proposal. The Offeror may add rows to that spreadsheet as need to accommodate listed staff positions and vendors in each area.

Function			#	\$	\$
	Position or Vendor	Contractor? (Y/N)	Hours on task	Rate	Total Price
<b>Program Management</b>					
Create and maintain Key Performance Indicators (KPI) for program outcomes and fidelity to IPA standards					
Administrative work					
Expenses					
<b>Approved Vendor Management</b>					
Onboarding and ongoing education of Approved Vendors					

### SECTION 3 –PRICING PROPOSAL

Ongoing Approved Vendor management and support					
Expenses					
<b>Communications</b>					
Create, administer, update and retain Program materials and documents					
Provide communications planning for large implementation projects					
ILSFA Advisory Committee coordination and other stakeholder engagement efforts					
Program promotion (media outreach, community engagement, and advertising)					
Manage a professional public engagement infrastructure (websites, program materials, analyses, etc.)					
Expenses					
<b>Technology</b>					
Portal to manage application review from start to finish					
Create customizable software solutions					
Update and maintain income-eligible and environmental justice community maps					
Build customizable reports and generate various Program					

### SECTION 3 –PRICING PROPOSAL

documents					
Expenses					
<b>Program Coordination</b>					
Coordinate activities, as appropriate, with Illinois Shines Program Administrator					
Engage with programs promoting energy efficiency and other services—educate staff and coordinate activities					
Engage with solar workforce development programs and facilitate connection of program graduates and Approved Vendors					
Expenses					
<b>Reporting</b>					
Provide quarterly reports to ICC and Agency					
Provide progress updates and regular reporting of program metrics and activities					
Post-invoicing tracking					
Expenses					
<b>Consumer Protection</b>					
Require direct program participants to provide standardized disclosures					

### SECTION 3 –PRICING PROPOSAL

Establish a Consumer Complaints Center					
Expect 10 customer complaints per month					
Expect 15 disciplinary letters per year					
Resolve 80% of complaints within 30 days					
Document the frequency and nature of complaints and any enforcement actions					
Expenses					
<b>Grassroots Education Coordination</b>					
Selection process of contracting Grassroots Education organizations and partners					
Ongoing coordination of Grassroots Education efforts					
Onboarding and education of Grassroots Education partners					
Expenses					
<b>Legal</b>					
Legal review of disciplinary letters					
Legal review and management of FOIA requests					
Legal review of Program decisions and documents to ensure compliance with law and manage potential					

### SECTION 3 –PRICING PROPOSAL

conflicts of interest					
Expenses					
<b>Ad Hoc Services</b>					
Expenses					
<b>Total Year One Costs</b>					

Provide a list of Subcontractors to be utilized

Subcontractor	BEP Certified?	Estimated Hours	Estimated Cost

The Agency expects compensation will be based on a combination of a fixed annual cost (invoiced on a monthly basis) for core administrative functions, unit costs for specific transactional items, and hourly rates. Please provide the following:

#### Total Cost

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

#### Unit Prices

	Unit Price	Estimated Annual Quantity	Estimated Annual Cost
Low-income Single-Family-Part I project review		2,000	
Low-income Single-Family-Part II project review		1,500	
Low-income Multi-Family-Part I project review		50	
Low-income Multi-Family-Part II project review		35	
Non-profit or Public Facility-Part I project review		100	
Non-profit or Public Facility-Part II project review		60	
Community solar project-Part I project review		25	
Community solar project-Part II project review		15	
Annual review of community solar subscriber levels after energization		45	
Review of each Approved Vendor Application		25	



### SECTION 3 –PRICING PROPOSAL

Processing and review of each Environmental Justice Self-Designation Application.		10	
Income verification for Residential or Community Solar participants		15,000	
Referral of interested participant to participating Approved Vendors.		400	
Review of each Approved Vendor Annual Report		60	
Call Center interactions (phone/email/social media inquiry) Specify unit of pricing (e.g., hourly rate, per inquiry, etc.):		1,500	
Completed ILSFA Participant Surveys		1,500	
Other (specify item and unit price)			
<b>Total</b>			

Estimated quantities are designed to ensure the ability to allocate sufficient resources at high level estimate of program activity. Actual activities levels may be different.

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.](#)

#### **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

### SECTION 3 –PRICING PROPOSAL

For travel, 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





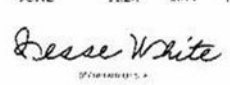
**STATE OF ILLINOIS**  
**AUTHORIZATION TO DO BUSINESS IN ILLINOIS**

**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](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
	
<i>To all to whom these Presents Shall Come, Greeting:</i>	
<i>I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that</i>	
<small>XYZ CONSULTING, INC. INCORPORATED IN GEORGIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 20, 2011, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES AND AS OF THIS DATE IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.</small>	
	<i>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</i>
<small>Publications &amp; Information All Other Publications &amp; Information All Other Publications &amp; Information</small>	 <small>Jesse White</small>

## 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 July 1, 2023 through June 30, 2025. 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, 2028.

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:	105 W Madison Street, Suite 1401
City, State Zip	Chicago, IL 60602

**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](http://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 an 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](http://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	<a href="#">Click here to enter text.</a>
Vendor Name	<a href="#">Click here to enter text.</a>
Doing Business As (DBA)	<a href="#">Click here to enter text.</a>
Parent Entity	<a href="#">Click here to enter text.</a>
Subcontractor	<a href="#">Click here to enter text.</a>
Instrument of Ownership or Beneficial Interest	Choose an item. <input type="checkbox"/> If you selected Other, please describe: <a href="#">Click here to enter text.</a>

## 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. ☐ 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.

### 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
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

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.](#)



## SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

### ATTACHMENT KK

---

[Click here to enter text.](#) agrees with the terms and conditions set forth in the State of Illinois Request for Proposals (Reference Number: 23-RFP-01), including the standard terms and conditions, and certifications, with the following exceptions:

	Excluding certifications required by statute to be made by the Offeror, both Parties agree that all of the duties and obligations that the Offeror owes to Agency/University for the work performed shall be pursuant to the solicitation, resulting contract, and Offeror's exceptions accepted by the State thereto as set forth below.
<b>Section/ Subsection #</b>	<b>STANDARD TERMS AND CONDITIONS</b> - State the exception such as "add," "replace," and/or "delete."

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

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

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

Date: [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):

☐ Individual

☐ Governmental

☐ Sole Proprietor

☐ Nonresident alien

☐ Partnership

☐ Estate or trust

☐ Legal Services Corporation

☐ Pharmacy (Non-Corp.)

☐ Tax-exempt

☐ Pharmacy/Funeral Home/Cemetery (Corp.)

☐ Corporation providing or billing

☐ Limited Liability Company

medical and/or health care services

(select applicable tax classification)

☐ Corporation NOT providing or billing

☐ D = disregarded entity

medical and/or health care services

☐ C = corporation

☐ 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 Template:

<https://cei.illinois.gov/content/dam/soi/en/web/cei/documents/UtilizationPlan.pdf>

Please also review the *Good Faith Effort Guidance* if applicable:

[https://cei.illinois.gov/content/dam/soi/en/web/cei/documents/GOOD FAITH EffORTS GUIDANCE.pdf](https://cei.illinois.gov/content/dam/soi/en/web/cei/documents/GOOD_FAITH EffORTS GUIDANCE.pdf)

The following National Institute of Government Purchasing (“NIGP”) Codes are applicable for Good Faith Efforts:

91016, Energy Conservation Services, Including Audits

91520, Call Center Services

91841, Energy Conservation Consulting

91897, Utilities: Gas, Water, Electric Consulting

