

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

ILLINOIS POWER AGENCY
PROFESSIONAL SERVICES - PROCUREMENT ADMINISTRATION
Reference Number 24-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 a Procurement Administrator (“Procurement Administrator” or “Vendor”) to support the Agency in meeting the electricity supply and Renewable Energy Credits (“RECs”) procurement needs of Illinois electric utilities as specified in procurement plans developed by the Agency and approved by the Illinois Commerce Commission (“ICC”). A brief background and a description of services are set forth below.

The Agency welcomes responses from qualified Offerors able and willing to meet the requirements of this RFP. A qualified Offeror is an Offeror on the list of respondents to the Request for Qualifications (“RFQ”) issued by the Agency on July 19, 2023 (24-RFQ-01) that was determined by the Agency to be qualified, and that was not the subject of a reasonable objection to that determination by an interested party.¹ Only qualified Offerors may submit a response to this RFP. Evaluation of responses to this RFP and responses to the prior related RFQ will form the basis for determining the selected Offeror for a contract award.

BACKGROUND: The Agency serves as the authority for the procurement of electricity delivered to eligible retail customers² of Commonwealth Edison Company (“ComEd”), Ameren Illinois Company (“Ameren”), and MidAmerican Energy Company (“MidAmerican”) (collectively “the Utilities”), and the procurement of RECs to fulfill the State’s Renewable Portfolio Standard requirements, both per the Illinois Power Agency Act (20 ILCS 3855/1-5 *et seq.*, the “IPA Act”) and Section 16-111.5 of the Public Utilities Act (220 ILCS 5/16-111.5). The IPA Act states that “[t]he Agency shall each year, as needed, issue a request for qualifications for a procurement administrator to conduct the competitive procurement processes in accordance with Section 16-111.5 of the Public Utilities Act.”³ If selected through this RFP process, the selected Offeror will be expected to enter into a binding contract with the Agency.

This Solicitation is exempt from the procedures in the 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).

Brief Description: The Agency seeks a Procurement Administrator to manage competitive procurements that will solicit bids and secure contracts to support electricity requirements for the eligible retail customers of the Utilities, and to meet a portion of the REC procurement requirements covering the entirety of the Utilities’ retail customer load. Those procurements are conducted pursuant to Procurement Plans developed by the Agency and approved by the ICC.⁴ The Agency will evaluate

¹ The required procedure for determining whether objections by interested parties are reasonable is described in Section 1-75(a)(3) of the IPA Act (20 ILCS 3855/1-75(a)(3)).

² As defined in Section 16-111.5(a) of the Public Utilities Act, eligible retail customers “means those retail customers that purchase power and energy from the electric utility under fixed-price bundled service tariffs, other than those retail customers whose service is declared or deemed competitive under Section 16-113 and those other customer groups specified in this Section, including self-generating customers, customers electing hourly pricing, or those customers who are otherwise ineligible for fixed-price bundled tariff service.”

³ 20 ILCS 3855/1-75(a)(2).

⁴ The Agency develops an annual procurement plan for electricity, and a biennial plan for renewable resources. The current approved plans are available at: <https://ipa.illinois.gov/energy-procurement/current-approved-plan.html>, while plans under development as of the time of the release of the RFP that will govern activities described herein, can be found at: <https://ipa.illinois.gov/energy-procurement/plans-under-development.html>.

INTRODUCTION

responses to the RFP to determine the Offeror best suited to serve as the Agency's Procurement Administrator. That selection is subject to approval by the ICC.⁵

The resulting contract with the awarded Offeror shall have an initial term of approximately January 1, 2024 through December 31, 2024, with the possibility of up to four annual renewals.

Please read this entire Request for Proposals package and submit a Proposal in accordance with the instructions. All forms and signature areas contained in the proposal package must be completed in full and submitted with the checklist, technical proposal, pricing proposal, disclosures, and various attachments, which combined will constitute the Proposal. Please do not submit the instructions pages with Proposals. Offerors should retain the Instructions and a copy of the Proposal for future reference.

⁵ 20 ILCS 3855/1-75(a)(4) and (6).

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INSTRUCTIONS FOR SUBMITTING PROPOSALS

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

Solicitation Contact: Anthony M. Star	Phone: 312-814-8106
Agency: Illinois Power Agency	Fax: 312-814-0926
Street Address: 1105 W Madison, Suite 1401	TDD: 866-846-5276
City, State Zip: Chicago, IL 60602	
E-mail: anthony.star@illinois.gov	

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

- I.4 OFFEROR QUESTIONS AND AGENCY RESPONSE:** All questions, other than those raised at any Offeror conference call, that pertain to this Solicitation must be submitted in written form and submitted to the Solicitation Contact no later than October 3, 2023, 5PM Central Prevailing Time

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("CPT"). Questions received and Agency responses may be posted as an Addendum to the original Solicitation on the Bulletin; only these written answers to questions shall be binding on the Agency. Offerors are responsible for monitoring the Bulletin.

- I.5 SUBMISSION 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: October 24, 2023

Time: 5 PM CPT

Submit/Deliver Proposals To:

Agency: Illinois Power Agency
Attn: Anthony M. Star
Address: 105 W. Madison, Suite 1401
City, State, Zip: Chicago, IL 60602
E-mail: anthony.star@illinois.gov
Solicitation Title & Reference # Request for Proposals – Procurement Administrator, 24-RFP-01 Offeror Name: _____

(If submitting by physical delivery, place label containing information above outside of sealed envelopes/containers if submitting response in hard copy.)

- I.6 INSTRUCTIONS** Responses to this RFP may be submitted via e-mail to the Solicitation Contact (Anthony Star, Anthony.star@illinois.gov) by the Proposal Due Date/Time. If not submitted by e-mail, the Proposal Package is due by physical delivery to the Agency's address listed above on the Proposal Due Date/Time, and must also contain an electronic copy of the proposal on a USB drive.

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 package shall contain the following information:

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Sections:

- Section 1 – Proposal Checklist and Signature Page
- Section 2 – Technical Proposal
- Section 3 – Pricing Proposal
- Section 4 – Conflict of Interest and Inappropriate Bias Disclosure, and Mitigation Plan

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)
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- References (Attachment JJ)
- Solicitation and Contract Terms and Conditions Exceptions (Attachment KK)
- Taxpayer Identification Number (Attachment LL)
- Business Enterprise Program Minority, Woman, Persons with Disability Participation and Utilization Plan (Attachment MM)
- Pricing Proposal Details Spreadsheet (Attachment NN)

- I.7 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 designated with “ILCS” (Illinois Compiled Statutes).

Offeror may view the full text at www.ilga.gov/legislation/ilcs/ilcs.asp. Section 1-75 of the Illinois Power Agency Act (20 ILCS 3855/1-75) and Section 16-111.5 of the Public Utilities Act (220 ILCS 5/16-111.5) are applicable to this Solicitation.

- I.8 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 subject to public inspection under the Illinois Freedom of Information Act (“FOIA”)⁶ 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 State’s legal obligations under FOIA. The Agency will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the Agency will disclose the successful Offeror’s name, the substance of the Offer, and the price upon final contract award. If Offeror requests confidential treatment, Offeror must submit to the Agency 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

⁶ 5 ILCS 140.

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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.9 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. Qualified Offeror(s) shall not commence, and will not be paid for any billable work, prior to the date all parties execute the contract.
- I.10 AWARD:** The Agency is not obligated to award a contract pursuant to this Solicitation. This Solicitation, selection, and award process will follow 20 ILCS 3855/1-75(a). As a result of this Solicitation, the Agency may select the winning Offeror to administer procurement events based on the winning proposal and may award a one-year contract, with the possibility for renewal for four additional years to the winning Offeror. As required by Section 1-75(a)(6) of the IPA Act, the Agency's selection is subject to approval by the Illinois Commerce Commission. If the Agency issues an award, the award will be made to the Offeror whose offer best meets the specified requirements and evaluation criteria.
- I.11 INCORPORATION OF 24-RFP-01 BY REFERENCE:** This Solicitation (24-RFP-01) and Offeror's Proposal, and 24-RFQ-01 and the associated Offeror's Submittal of Qualifications, will be incorporated into and made part of any subsequent contract by reference.
- I.12 PREQUALIFICATION TO RESPOND TO SUBSEQUENT RFP:** Based on the evaluation of responses to 24-RFQ-01, only Qualified Offerors may respond to this RFP. One (or more) Offeror(s) may be selected as a Procurement Administrator in accordance with ILCS 3855/1-75(a) and awarded a contract.
- I.13 EVALUATION OF RESPONSIVENESS:** The Agency determines how completely and satisfactorily proposals meet the requirements of this Solicitation. The Agency considers the information provided and the quality of that information when evaluating proposals. If the Agency finds a failure or deficiency, the Agency may reject the proposal or reflect the failure or deficiency in the evaluation.
- RESPONSIVENESS:** A responsive Offeror is one whose proposal conforms in all material respects to this Solicitation, and includes all required information, forms, and disclosures. Information, forms, and disclosures include and may not be limited to:

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- Proposal Checklist (Section 1)
- Technical Proposal (Section 2)
- Pricing Proposal (Section 3)
- Conflict of Interest and Inappropriate Bias Disclosure, and Mitigation Plan (Section 4)
- Attachments AA to NN

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

- I.14 INTERVIEW/PRESENTATION.** The Agency may invite Offerors to an in-person interview, or to a web-based presentation to answer questions the Agency may have after evaluating the Offeror's Proposal.

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

- I.15 SELECTION OF OFFERORS.** The table below shows elements of responsibility that the Agency will evaluate, with their relative weights in point format—including both the maximum points awarded and the minimum points needed for each requirement. Failure to obtain the minimum number of points needed in any element of responsibility will automatically disqualify the entire proposal. The Offeror with the highest total points (out of a possible maximum of 500 points) will be selected for contract award.

Section	Elements of Responsibility for Evaluation	Maximum Points Awarded	Minimum Points Needed
2.4	Overall strength of proposed staff, and reasonableness of billing rates	75	38
2.6	Understanding of the Illinois marketplace	75	38
2.7.1, 3.1	Approach to procurement of electric energy and capacity, and reasonableness of pricing proposal	100	50
2.7.2, 3.2	Approach to procurement of RECs, and reasonableness of pricing proposal	150	75
2.7.3, 2.7.4 2.7.5, 3.3, 3.4	Approach to provision of additional and ad-hoc support	50	25
2.8	Relevance and strength of references	50	25

- I.16 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)

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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's 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. 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 an appropriate staff member from the IPA, who 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 IPA staff member will also review all relevant offers submitted in response to the RFP and any other relevant information such as evaluation materials. The IPA staff member will strive to make a recommendation to the IPA's Director within seven (7) calendar days of being assigned to review the protest. The Director will strive to 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. The IPA's Director will 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 IPAs mission when making the determination.

I.17 MINORITY, WOMAN, AND PERSONS WITH DISABILITY PARTICIPATION AND UTILIZATION PLAN:

This Solicitation includes a goal to include businesses that are certified under the State of Illinois Commission on Equity & Inclusion ("CEI") Business Enterprise Program ("BEP")⁷ and are owned and controlled by minorities, woman, or persons with disabilities. **This goal is 10% of the contract amount, based on the availability of such certified businesses.** 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.

To demonstrate the Offeror's approach to meeting this goal, Offerors will be required to submit a Utilization Plan as described in Attachment MM.

Failure to submit a Utilization Plan as instructed in this Solicitation may render the offer non-responsive.

- If the Offeror is a BEP certified, 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.

⁷ <https://cei.illinois.gov/business-enterprise-program/get-certified.html>.

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- 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.⁸

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

Offerors who submit proposals in response to this RFP shall not be given a period after the proposal opening date to cure deficiencies in the Utilization Plan unless mandated by federal law or regulation. Businesses included on Utilization Plans as meeting BEP requirements as prime vendors or subcontractors must be certified by CEI as BEP vendors prior to contract award. Go to: <https://cei.illinois.gov/business-enterprise-program.html> for complete requirements for BEP certification.

I.18 SUBCONTRACTING: Subcontractors are allowed. For the purposes of this section, subcontractors are those specifically hired to perform all or part of the work that is the subject of this Solicitation. If subcontractors are to be utilized, in response to this Solicitation, Offerors must identify subcontractors with an expected annual value of more than \$50,000 and the expected amount of money each will receive under the contract. A Subcontractor Disclosure form is provided in the Solicitation as Attachment EE.

I.19 TIMELINE: The Agency plans to follow the timeline below to contract for the professional services of a Procurement Administrator:

- RFP Issued: September 26, 2023
- RFP Offerors Conference Call: October 2, 2023, 2 PM CPT⁹
- Deadline to submit written questions: October 3, 2023, 5 PM CPT
- RFP Responses Due: October 24, 2023, 5 PM CPT
- Award made: November 27, 2023
- Contract start date: January 1, 2024

⁸ See https://cei.illinois.gov/content/dam/soi/en/web/cei/documents/GOOD_FAITH_EFFORTS_GUIDANCE.pdf for more information on Good Faith Efforts.

⁹ Please send an e-mail to the Solicitation Contact listed above to request the call-in number for this call.

SECTION 1 – CHECK LIST

1. PROPOSAL CHECK LIST

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. Offeror understands that failure to submit all required documents 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 24-RFP-01 BY REFERENCE:** Offeror acknowledges that this Solicitation (24RFP-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 PROPOSAL – Section 2:** Offeror is submitting a complete and responsive technical proposal, in a properly labeled container or e-mail, to the correct location, and by the due date and time.

☐ Yes ☐ No

- 1.5. SUBMISSION OF PRICING PROPOSAL – Section 3:** Offeror is submitting a pricing proposal, including Attachment NN, in a properly labeled container or e-mail, to the correct location, and by the due date and time.

☐ Yes ☐ No

- 1.6. SUBMISSION OF CONFLICT OF INTEREST AND INAPPROPRIATE BIAS DISCLOSURE, AND MITIGATION PLAN – Section 4:** Offeror is submitting a Conflict of Interest and Inappropriate Bias Disclosure and Mitigation Plan in a properly labeled container or e-mail, to the correct location, and by the due date and time.

☐ Yes ☐ No

SECTION 1 – CHECK LIST

1.7. 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

1.8. 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

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

☐ Yes ☐ No

1.10. STATE OF ILLINOIS STANDARD TERMS AND CONDITIONS: Offeror reviewed the State of Illinois Standard Terms and Conditions, Attachment DD.

☐ Yes ☐ No

1.11. STATE OF ILLINOIS SUBCONTRACTOR DISCLOSURES: Offeror reviewed, completed, and signed the Subcontractor Disclosures form, Attachment EE.

☐ Yes ☐ No ☐ N/A

1.12. STATE OF ILLINOIS STANDARD CERTIFICATIONS: Offeror reviewed and signed the State of Illinois Standard Certifications, Attachment FF.

☐ Yes ☐ No

1.13. 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

1.14. STATE OF ILLINOIS DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN: Offeror completed and submitted the Disclosure of Business Operations with Iran form, Attachment HH.

☐ Yes ☐ No

1.15. STATE OF ILLINOIS BUSINESS AND DIRECTORY INFORMATION: Offeror completed and submitted the Business and Directory Information form, Attachment II.

☐ Yes ☐ No

1.16. STATE OF ILLINOIS REFERENCES: Offeror completed and submitted references, Attachment JJ.

☐ Yes ☐ No

SECTION 1 – CHECK LIST

1.17. 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

1.18. STATE OF ILLINOIS TAXPAYER IDENTIFICATION NUMBER: Offeror completed, signed, and submitted the Taxpayer Identification Number form, Attachment LL.

☐ Yes ☐ No

1.19. STATE OF ILLINOIS MINORITY, WOMAN, PERSONS WITH DISABILITIES STATUS PARTICIPATION AND UTILIZATION PLAN: Offeror provided a Participation Plan in accordance with the State of Illinois Minorities, Woman, and Persons with Disabilities Participation and Utilization Plan, Attachment MM.

☐ Yes ☐ No

1.20. PRICING PROPOSAL DETAILS SPREADSHEET: Offeror provided the Pricing Proposal Details Spreadsheet contained in Attachment NN to support the price quotes contained in Sections 3.1 and 3.2.

☐ Yes ☐ No

1.21. SIGNATURE OF AUTHORIZED REPRESENTATIVE: The undersigned authorized representative of the identified Offeror hereby submits this Proposal to perform in full compliance with this Solicitation.

Offeror has signed this Proposal: bottom of sections 1, 2, 3, and 4 and all applicable disclosures and attachments.

☐ Yes ☐ No

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. SPECIFICATIONS AND TECHNICAL PROPOSAL – Please refer to Section 2 of 24-RFQ-01; some of the information below is repeated for convenience only.

2.1. GOAL: The Agency seeks a qualified and responsible Procurement Administrator to provide consulting and procurement administration services. The Procurement Administrator will assist the Agency in meeting its mission to develop and implement plans annually for the procurement of adequate, reliable, affordable, efficient, and environmentally sustainable electric service at the lowest total cost over time, taking into account any benefits of price stability for the eligible retail customers of Ameren, ComEd, and MidAmerican, and to procure RECs through competitive procurements to help meet the renewable portfolio standard requirements for the Utilities as specified in the Agency's Long-Term Renewable Resources Procurement Plan.

2.2. SERVICES REQUIRED: The Agency seeks expert consulting and procurement administration services from qualified Offerors that have previously been deemed to have met the qualifications described under by Section 1-75(a)(2) of the Illinois Power Agency Act (20 ILCS 3855/1-75(a)(2)) through their response to 24-RFQ-01. In addition to those qualifications, the Agency also desires Offerors that have experience in renewable energy markets and products, in particular the procurement of RECs through competitive solicitations to facilitate the development of new generation.

The Procurement Administrator will be required to complete the following tasks for each procurement event (as described in Section 16-111.5(1) of the Public Utilities Act, 220 ILCS 5/16-111.5(c)(1)):¹⁰

1. Design the final procurement process in accordance with Section 1-75 of the Illinois Power Agency Act and subsection (e) of 220 ILCS 5/16-111.5 following ICC approval of the procurement plan;
2. Develop benchmarks in accordance with subsection (e)(3) of 220 ILCS 5/16-111.5 (power), or subsection (c)(1)(D) of 20 ILCS 3855/1-75 (RECs), to be used to evaluate bids; these benchmarks shall be submitted to the ICC for review and approval on a confidential basis prior to the procurement event;
3. Serve as the interface between the Utilities and suppliers;
4. Manage the bidder pre-qualification and registration process in accordance with subsection (e)(1) of 220 ILCS 5/16-111.5;
5. Obtain the Utilities' agreement to the final form of all supply contracts and credit collateral agreements in accordance with subsection (e)(2) of 220 ILCS 5/16-111.5;
6. Administer the Request for Proposals process in accordance with subsection (e)(4) of 220 ILCS 5/16-111.5;

¹⁰ This Section of the Public Utilities Act also contains the additional provision that the Procurement Administrator "[h]ave the discretion to negotiate to determine whether bidders are willing to lower the price of bids that meet the benchmarks approved by the ICC; any post-bid negotiations with bidders shall be limited to price only and shall be completed within 24 hours after opening the sealed bids and shall be conducted in a fair and unbiased manner. In negotiations there shall be no disclosure of any information derived from proposals submitted by competing bidders; if information is disclosed to any bidder, it shall be provided to all competing bidders." Offerors do not need to discuss how they would implement that provision.

SECTION 2 – TECHNICAL PROPOSAL

7. Maintain confidentiality of supplier and bidding information in a manner consistent with all applicable laws, rules, regulations, and tariffs;
8. Submit a confidential report to the ICC recommending acceptance or rejection of bids;
9. Notify the respective utility of contract counterparties and contract specifics; and
10. Administer related contingency procurement events.

For examples of documents and processes for procurements conducted during 2023, please see: <https://www.ipa-energyrfp.com/block-energy-and-capacity/> for block energy and capacity procurements, and <https://www.ipa-energyrfp.com/indexed-wind-solar-and-brownfield/> for Indexed RECs.

Based on the IPA's 2024 Electricity Procurement Plan filed for ICC approval, the Agency anticipates energy procurements will continue to follow the procurement process utilizing on- and off-peak 25 MW blocks of energy for each Utility, based upon the load forecasts provided by the Utilities and verified by the Agency. Energy procurement bids are evaluated on the basis of price. With respect to capacity procurement, the Agency expects to procure seasonal Zonal Resource Credits for Ameren Illinois, with bids similarly evaluated on the basis of price.

Based on the IPA's Draft 2024 Long Term Renewable Resources Procurement Plan ("LTRRPP") Chapter 5, the Agency anticipates that the Indexed RECs procurements will follow procurement processes outlined in Section 1-75(c)(1)(G)(v) of the Illinois Power Agency Act. Indexed RECs are procured from proposed utility-scale wind, utility-scale solar, or brownfield site solar projects located in Illinois, or in qualifying areas within states adjacent to Illinois. The Indexed REC procurement processes have established qualification requirements for potential project participation in a procurement, such as demonstrating sufficient project maturity, or commitments to meet labor and equity standards, and bids received for each category are generally evaluated on the basis of price.¹¹

2.3. DELIVERABLES: The successful Offeror will be able to assist the Agency to meet several expected deliverables in 2024 as indicated below:

- 2.3.1. Administer procurement events for electric energy and capacity (the latter for Ameren Illinois only) in the spring and fall in accordance with the then effective/approved Electricity Procurement Plan (as a guide, a copy of the filed 2024 Electricity Procurement Plan is available at <https://ipa.illinois.gov/energy-procurement/plans-under->

¹¹ As described in Section 5.4.3 of the Draft 2024 LTRRPP, certain price adjustments may be used in bid evaluation for projects located in energy transition community grant areas, or projects that make equity commitments beyond the threshold level.

SECTION 2 – TECHNICAL PROPOSAL

[development.html](#). The 2024 Electricity Procurement Plan is expected to be approved by the ICC in December of 2023.¹²

- 2.3.2. Administer two competitive procurements of indexed RECs resulting from the ICC-approved 2024 LTRRPP.¹³
- 2.3.3. Support in the update of REC delivery contracts for the Agency's renewable energy incentive programs, Illinois Shines and Illinois Solar for All, that do not utilize a competitive bidding process after the 2024 LTRRPP is approved.¹⁴
- 2.3.4. Support for post-procurement event activities, including coordinating reports on project development status; support for ensuring compliance with the submittal of required reports such as Minimum Equity Standard Compliance Plans, project labor agreements, and fuel mix reports; and calculation of monthly energy prices for determining Indexed REC prices applicable to certain utility-scale renewable energy projects.¹⁵
- 2.3.5. 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 required by Illinois Commerce Commission Orders.

The Agency expects to develop procurement plans in similar scope and administer procurement events at a similar scale and frequency in subsequent years, subject to any future administrative or legislative changes that change the scope and activities of the Agency.¹⁶ Additional activities may also include the development of new or updated REC delivery contracts for indexed REC procurements, energy supply contracts, or capacity supply contracts; as well as the development of new procurement requirements applicable to these future procurement events.

¹² The Agency released a draft 2024 Electricity Procurement Plan for public comment on August 15, 2023, and filed a Plan for ICC approval on September 25, 2023. The Plan and a link to the ICC docket are available at: <https://ipa.illinois.gov/energy-procurement/plans-under-development.html>.

¹³ The Agency released a draft 2024 LTRRPP for public comment on August 15, 2023 and expects to file a revised plan by October 20, 2023 for ICC approval. The plans and a link to the subsequent ICC docket are or will be available at: <https://ipa.illinois.gov/energy-procurement/plans-under-development.html>

¹⁴ For more information on these programs see Chapters 7 and 8 of the 2022 Long-Term Renewable Resources Procurement Plan, and the program websites, www.illinoisshines.com and www.illinoisfa.com. Copies of current contract documents can be found on each website.

¹⁵ Information on the requirements related to Minimum Equity Standard Compliance Plans, project labor agreements, and calculation of monthly energy prices can be found in Chapter 5 of the 2022 Long-Term Renewable Resources Procurement Plan. Information on fuel mix reports can be found in Chapter 9 of the 2023 Electricity Procurement Plan.

¹⁶ Examples of additional procurement events that might be conducted by the Agency should it be given new statutory obligations include procurements to support offshore wind and energy storage projects. Should legislation be enacted for such procurements, the Agency would update the scope of work and budget with the Procurement Administrator.

SECTION 2 – TECHNICAL PROPOSAL

2.4. PROPOSED STAFF: Using a table similar to the one shown below, please provide a schedule of all staff members, including subcontractors, if any, to be assigned to support the Agency pursuant to this Solicitation. Please insert additional rows as necessary. Note that billing rates by individual and title shall remain unchanged for the term of the contract to be awarded, up to five (5) years starting January 1, 2024.

Staff Member	Title	Proposed Role for this Solicitation	Relevant Area of Expertise and Years of Related Experience	Proposed Billing Rate (\$/Hr.)

2.5. WHERE SERVICES ARE TO BE PERFORMED: All services shall be performed in the United States. If the Offeror performs the services purchased 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.

2.6. UNDERSTANDING OF THE ILLINOIS ELECTRICITY MARKETPLACE: Please describe Offeror’s understanding of the role of the Illinois Power Agency and the Procurement Administrator in fulfilling the electricity procurement requirements for eligible retail customers, and the REC procurement requirements for all retail customers. This discussion should include: (1) the Offeror’s understanding of the similarities and differences between Illinois and other states where the Offeror has directly administered large-scale procurement events, with a particular focus on states that have gone through restructuring and function as parts of organized wholesale markets administered by RTOs; and (2) the Offeror’s understanding of the procurement of indexed RECs as a mechanism for renewable portfolio standard compliance (as detailed in Section 1-75(c) of the IPA Act).

[Click here to enter text.](#)

2.7. OFFEROR PROPOSED SOLUTIONS TO MEET THE AGENCY’S REQUIREMENTS: Please respond separately for each of the specific deliverables, describing how the Offeror proposes to support the Agency with expert consulting and procurement administration services to meet each of the deliverables listed below. Please specifically describe the approach to each of the numbered tasks listed in Section 2.2.

2.7.1. Administration of procurement events for electric energy and capacity in the spring and fall of each year in accordance with the then effective/approved Electricity Procurement Plan; as a reference, please use the filed 2024 Electricity Procurement Plan mentioned in Section 2.3.1 above:

[Click here to enter text.](#)

SECTION 2 – TECHNICAL PROPOSAL

- 2.7.2. Administration of each of the competitive procurements of Indexed RECs from utility-scale wind, solar, and brownfield site projects in 2024 resulting from the approved 2024 LTRRPP. This will include updating procurement requirements, and REC delivery contracts to conform with that approve 2024 LTRRPP.

[Click here to enter text.](#)

- 2.7.3. Update REC delivery contracts for the Illinois Shines and Illinois Solar for All Programs based on changes required to comply with programmatic updates contained in the ICC-approved 2024 LTRRPP.

[Click here to enter text.](#)

- 2.7.4. Support post-procurement event activities including, coordinating reports on project development status for Indexed REC projects; ensuring compliance by winning bidders with the submittal of required reports such as Minimum Equity Standard Compliance Plans, project labor agreements, and fuel mix reports; and calculating monthly energy prices for determining Indexed REC prices applicable to certain utility-scale renewable energy projects.

[Click here to enter text.](#)

- 2.7.5. Providing ad-hoc support and deliverables as requested by the Agency:

[Click here to enter text.](#)

2.8. REFERENCES: Please provide four references in Attachment JJ.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: The undersigned authorized representative of the identified Offeror hereby submits this Technical 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 3 – PRICING PROPOSAL

3. PRICING PROPOSAL: Offeror shall submit price quotes to implement the Offeror’s proposed solutions in Section 2.7 above. Please provide detailed information to support each price quote, including a breakdown of labor hours and rate by staff member, materials, and travel expenses. Price quotes shall not include any taxes. Price quotes shall be firm and remain valid for a period of at least sixty (60) days from the Proposal Due Date. Offeror’s price quotes, at the discretion of the Agency, may or may not serve as the basis for compensation terms of any resulting contract. Price quotes submitted as part of the Offeror’s Proposal, however, will be used by the Agency to evaluate the Proposal, select the winning Offeror, and form the basis for negotiation of the final contract. Failure to submit prices as shown in Sections 3.1, 3.2, and 3.4 below will render Offeror’s entire Proposal non-responsive. Price quotes shall be submitted in the format specified below for the following tasks:

3.1. Administration of procurement events for electric energy and capacity in calendar year 2024 based on the filed 2024 Electricity Procurement Plan. Please provide a price quote to accomplish the Offeror’s proposed solution described in response to Section 2.7.1. For each procurement event, please use a separate form provided by the IPA (Attachment NN) to detail the price breakdown requested above.

Spring 2024 Procurements of Energy Blocks and Capacity	
Price Quote	\$ Click here to enter text.

Fall 2024 Procurement of Energy Blocks and Capacity	
Price Quote	\$ Click here to enter text.

3.2. Administration of competitive procurement events for Indexed RECs in calendar year 2024 resulting from the ICC-approved LTRRPP; please refer to Chapter 5 the approved LTRRPP. Please provide a price quote to accomplish the Offeror’s proposed solution described in response to Section 2.7.2. For each procurement event, please use a separate form provided by the IPA (Attachment NN) to detail the price breakdown requested above.

Spring 2024 Indexed REC Procurement	
Price Quote	\$ Click here to enter text.

Fall 2024 Indexed REC Procurement	
Price Quote	\$ Click here to enter text.

3.3. Updating of Illinois Shines and Illinois Solar for All Contracts in calendar year 2024 resulting from the approved LTRRPP; please refer to Chapters 7 and 8 of the LTRRPP. Please provide a price quote for the proposed solution described in response to Section 2.7.3. The scope of updates is unknown at this time. For the purpose of providing a Price Quote, assume 1,000 hours of work by staff with experience in the development of REC delivery contracts, including conducting written stakeholder feedback processes on draft contracts.

SECTION 3 – PRICING PROPOSAL

Illinois Shines and Illinois Solar for All Contract Updates	
Price Quote	\$ Click here to enter text.

3.4. Supporting post-procurement event activities, including coordinating reporting on project development status for Indexed REC projects; ensuring compliance by winning bidders with the submittal of required reports such as Minimum Equity Standard Compliance Plans, project labor agreements, and fuel mix reports; and calculation of monthly energy prices for determining Indexed REC prices applicable to certain utility-scale renewable energy projects. For pricing purposes, Offeror should assume that there will be forty Indexed REC projects that will need to report on development status, twelve new Indexed REC Projects that will need to submit Minimum Equity Standard Compliance Plans and Project Labor Agreements that will need to be reviewed, twelve electricity suppliers who will need to submit biannual fuel mix reports, and ten Indexed REC projects that will require six monthly calculations of energy prices to determine the Indexed REC price.¹⁷

Support for post-procurement event activities	
Price Quote	\$ Click here to enter text.

3.5. Alternative Pricing Proposal – optional: In addition to providing the price quotes above, Offeror may use this Section to propose alternative pricing. Failure to provide an alternative Pricing Proposal will not render the Offeror’s Proposal non-responsive.

[Click here to enter text.](#)

3.6. 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.

3.7. Expenses Allowed: Expenses ☐ are not allowed ☒ are allowed as follows:

For travel, only preapproved travel expenses in accordance with the State of Illinois Travel Guide: <https://cms.illinois.gov/employees/travel.html>.

3.8. Discount: The State may receive a [Click here to enter text.](#) % discount for payment within 30 days of receipt of correct invoice.

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

¹⁷ See Section 5.4.4 of the 2022 LTRPP, and Sections 1.85 and 1.86 of the most recent Indexed REC contract (available at: https://www.ipa-energyrfp.com/wp-content/uploads/2023/04/Indexed-Wind-Solar-and-Brownfield-Final-Indexed-REC-Contract_28-APR-2023.pdf) for more information on the components of this price calculation. The Agency expects that in future years the number of Indexed REC projects that have been energized will increase and the quantity of monthly calculations will increase accordingly.

SECTION 3 – PRICING PROPOSAL

SIGNATURE OF AUTHORIZED REPRESENTATIVE: The undersigned authorized representative of the identified Offeror hereby submits this Pricing 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 4 – CONFLICT OF INTEREST AND INAPPROPRIATE BIAS DISCLOSURE, AND MITIGATION PLAN

- 4. CONFLICT OF INTEREST AND INAPPROPRIATE BIAS DISCLOSURE:** Section 1-75(a)(2)(G) of the Illinois Power Agency Act¹⁸ requires *the absence of a conflict of interest and inappropriate bias for or against potential bidders or the affected electric utilities.*

For purposes of this Section, an “economic interest” refers to any of the following: a financial investment (i.e., equity participation, ownership of a debt obligation, ownership of options on shares of company stock, etc.); rights to commissions from sales, purchases, or leases; rights to royalties or distributions of profits; or the presence of similar economic interests.

- 4.1. Disclosure of Conflict of Interest and Inappropriate Bias for or Against Potential Bidders or the Affected Electric Utilities:** Please indicate for each of the companies and market sectors listed below whether the Offeror currently provides or has provided professional services in the past five (5) years, or has any economic interest in the Company; please describe the services provided and or the economic interest held and whether there exists a conflict of interest and inappropriate bias for or against potential bidders or the affected electric utilities.

Illinois Electric Utility Companies			
Please list additional companies for which Offeror has provided professional services in the past five (5) years, and or holds any economic interests.			
Company	Offeror currently Provides or has provided Professional Services in the past five (5) years? Yes/No	Offeror has any economic interest in Company? Yes/No	If Yes to either or both of these questions, please describe the services provided and or economic interest held and whether there exists a conflict of interest and inappropriate bias of or against potential bidders of the affected electric utilities.
Ameren Illinois	Click here to enter text.	Click here to enter text.	Click here to enter text.
Commonwealth Edison	Click here to enter text.	Click here to enter text.	Click here to enter text.
MidAmerican Energy	Click here to enter text.	Click here to enter text.	Click here to enter text.

¹⁸ 20 ILCS 3855/1-75(a)(2)(G).

**SECTION 4 – CONFLICT OF INTEREST AND INAPPROPRIATE BIAS DISCLOSURE, AND
MITIGATION PLAN**

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Member Companies of PJM and or MISO Engaged in Wholesale Power Marketing/Trading, Demand Response Please list companies for which Offeror has provided professional services in the past five (5) years, and or holds any economic interests.			
Company	Offeror currently Provides or has provided Professional Services in the past five (5) years? Yes/No	Offeror has any economic interest in Company? Yes/No	If Yes to either or both of these questions, please describe the services provided and or economic interest held and whether there exists a conflict of interest and inappropriate bias of or against potential bidders of the affected electric utilities.
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Companies Engaged in the Development of Renewable Energy Projects in Illinois or Adjacent States Please list the companies for which Offeror has provided professional services in the past five (5) years, and or holds any economic interests.			
Company	Offeror currently Provides or has provided Professional Services in the past five (5) years? Yes/No	Offeror has any economic interest in Company? Yes/No	If Yes to either or both of these questions, please describe the services provided and or economic interest held and whether there exists a conflict of interest and inappropriate bias of or against potential bidders of the affected electric utilities.

SECTION 4 – CONFLICT OF INTEREST AND INAPPROPRIATE BIAS DISCLOSURE, AND MITIGATION PLAN

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4.2. Conflict of Interest and Inappropriate Bias Mitigation Plan: Please describe in detail those measures that Offeror currently employs or plans to employ in the event that the provision of services or economic interest result in a situation of a conflict of interest or inappropriate bias. Please submit a copy of Offeror's proposed Conflict of Interests and Inappropriate Bias Mitigation Plan.

Failure to disclose the information requested in Section 4.1 or to provide a copy of the Offeror's proposed Conflict of Interest and Inappropriate Bias Mitigation Plan requested in Section 4.2 will render Offeror's entire Proposal non-responsive.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: The undersigned authorized representative of the identified Offeror hereby submits this Absence of Conflict of Interest and Inappropriate Bias Disclosure and proposed Conflict of Interest and Inappropriate Bias Mitigation Plan.

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 five (5) years. Additionally, Section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to State officeholders, declared candidates for State offices, and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if the Illinois Election Code is violated.

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

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

STATE BOARD OF ELECTIONS CERTIFICATE OF REGISTRATION EXAMPLE






STATE OF ILLINOIS
AUTHORIZATION TO DO BUSINESS IN ILLINOIS

ATTACHMENT BB

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

SECRETARY OF STATE CERTIFICATE OF GOOD STANDING EXAMPLE

File Number	776-383-1
	
<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>Author: Richard R. - 1155815 IL Author: K. J. - 1155815 IL Author: K. J. - 1155815 IL http://www.cyberdriveillinois.com</small>	 <small>OFFICIAL SEAL OF THE SECRETARY OF STATE</small>

STATE OF ILLINOIS

ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

ATTACHMENT CC

1. If an Offeror is employed fifteen (15) 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 Illinois Department of Human Rights ("IDHR") Public Contract Number or have proof of having submitted a completed application for one **prior** to the Offer opening date.¹⁹ If the Agency 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 if the company has employed fourteen (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.²⁰
4. Numbers issued by the IDHR (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 IDHR.
6. Offeror may obtain an application form by:
 - 6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431.
 - 6.2. Internet: You may download the form from the Department of Human Rights' website at <https://dhr.illinois.gov/public-contracts.html>.
 - 6.3. Email: Request emailed or mailed forms from IDHR by emailing IDHR.PublicContracts@illinois.gov.

¹⁹ 775 ILCS 5/2-101.

²⁰ 44 ILL. ADMIN. CODE 750.210(a).

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 January 1, 2024 through December 31, 2024. 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 five (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 four (4) additional years, with an end date no later than December 31, 2028.

1.2.1. Pricing for the renewal term(s), or the formula for determining price, will be based on the Vendor's response to the Pricing Proposal Section of 24-RFP-01.

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:

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

STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason,²¹ (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, (3) the Agency determines, in its sole discretion that a reduction is necessary or advisable based upon actual or projected budgetary considerations, or (4) 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. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.

- 1.4.2. The State may, for its convenience and with thirty (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.²² 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. **Minority Contractor Initiative:** Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 2.3. **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:
 - 2.3.1. Withholding payments;
 - 2.3.2. Assessing Sanctions;
 - 2.3.3. Liquidated Damages; and/or

²¹ 30 ILCS 500/20- 60.

²² 30 ILCS 540; 74 Ill. Adm. Code 900.

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- 2.3.4. Disqualifying the Vendor from future contracting as non-responsible.
- 2.4. **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.
- 2.5. **PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or <https://labor.illinois.gov/>.
- 2.6. **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.
- 2.7. **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.²³ All invoices are subject to statutory offset.²⁴
- 2.7.1. 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.
- 2.7.2. 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.

²³ 30 ILCS 105/25.

²⁴ 30 ILCS 210.

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Send invoices to:

Agency:	Illinois Power Agency
Attn:	Accounts Payable
Address:	105 W Madison St., 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 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 fifteen (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 fifteen (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.²⁵
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 (3) 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 (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the Agency, the Auditor General, the Executive Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon

²⁵ 30 ILCS 500/20-120.

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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 thirty (30) days after the declaration.
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

STANDARD TERMS AND CONDITIONS

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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; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents, or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. 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 thirty (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.
- 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

STANDARD TERMS AND CONDITIONS

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immediately any such individual who, in the opinion of the State, does not pass the background checks.

17. APPLICABLE LAW:

17.1. PREVAILING LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

17.2. EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADMIN. CODE 750.

17.3. COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract.

17.4. OFFICIAL TEXT: The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at www.ilga.gov/legislation/ilcs/ilcs.asp.

18. ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

19. CONTRACTUAL AUTHORITY: The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract.

20. EXPATRIATED ENTITIES: Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

21. NOTICES: Notices and other communications provided for herein shall be given in writing by via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or 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.

22. MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

- 23. 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.
- 24. 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.²⁶
- 25. 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.
- 26. WARRANTIES FOR SUPPLIES AND SERVICES**
- 26.1.** 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 (12) 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.
- 26.2.** 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.
- 26.3.** 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.

²⁶ 5 ILCS 140.

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27. REPORTING, STATUS AND MONITORING SPECIFICATIONS:

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

27.2. By August 31 of each year, Vendor shall report to the Agency 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.²⁷

28. 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.

²⁷ 35 ILCS 5/216, 5/217.

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

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

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

A contractor or subcontractor that has entered into a contract for more than one year in duration for the initial term or any renewal term shall certify, by January 1 of each fiscal year covered by the contract after the initial fiscal year, to the applicable chief procurement officer of any changes that affect its ability to satisfy the requirements of Article 50 of the Procurement Code pertaining to eligibility for contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its Standard Illinois Certifications a detailed explanation of the circumstances leading to the change in certification status. If a contractor or subcontractor continues to meet all requirements of this Article, it shall not be required to submit any certification or if the work under the contract has been substantially completed before contract expiration, but the contract has not yet expired. A contractor or subcontractor that makes a false statement material to the Standard Illinois Certifications is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Illinois False Claims Act for submission of a false claim.²⁸

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.

²⁸ 30 ILCS 500/50-2.

STANDARD CERTIFICATIONS

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2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code.²⁹
5. For contracts other than construction contracts subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10, Vendor certifies that it is a legal entity as of the date for submitting this bid, offer, or proposal. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity to qualify as a bidder or offeror prior to submitting a bid, offer, or proposal. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of the contract.³⁰
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.³¹
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.³²
8. If Vendor has been convicted of a felony, Vendor certifies at least five (5) 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.³³
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 (5) years have passed since the date of the

²⁹ 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

³⁰ 30 ILCS 500/20-43.

³¹ 30 ILCS 500/25-80.

³² 30 ILCS 500/50-5.

³³ 30 ILCS 500/50- 10.

STANDARD CERTIFICATIONS

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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.³⁴

10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State.³⁵
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.³⁶
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.³⁷
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 (5) years, and is therefore not barred from being awarded a contract.³⁸
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.³⁹
15. Vendor certifies it is not in violation of the “Revolving Door” provisions of the Illinois Procurement Code.⁴⁰
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.⁴¹
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.⁴²

³⁴ 30 ILCS 500/50-10.5.

³⁵ 30 ILCS 500/50-10(b), 30 ILCS 500/50-10.5(e).

³⁶ 30 ILCS 500/50-11, 50-60.

³⁷ 30 ILCS 500/50-12.

³⁸ 30 ILCS 500/50-14.

³⁹ 30 ILCS 500/50-25.

⁴⁰ 30 ILCS 500/50-30.

⁴¹ 30 ILCS 500/50-38.

⁴² 30 ILCS 500/50-40, 50-45, 50-50.

STANDARD CERTIFICATIONS

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- 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 grants an exception.⁴³ .
- 19.** Drug Free Workplace
- 19.1. If Vendor employs twenty-five (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 \$5,000, certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract.⁴⁴
- 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.⁴⁵
- 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.⁴⁶
- 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.⁴⁷
- 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.”⁴⁸
- 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.⁴⁹
- 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 12.⁵⁰
- 26.** Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated.⁵¹

⁴³ 30 ILCS 565.

⁴⁴ 30 ILCS 580.

⁴⁵ 30 ILCS 582.

⁴⁶ 720 ILCS 5/33 E-3, E-4.

⁴⁷ 775 ILCS 5/2-105.

⁴⁸ 775 ILCS 25/2.

⁴⁹ 30 ILCS 583.

⁵⁰ 30 ILCS 584.

⁵¹

STANDARD CERTIFICATIONS

ATTACHMENT FF

- 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 (30 ILCS 587) Standards as published at www.dhs.state.il.us/iitaa.
- 29.** Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code.⁵² Vendor will not make a political contribution that will violate these requirements.

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

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

or

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

- 30.** Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in Illinois or the United States.⁵³
- 31.** Vendor certifies that, for the duration of this contract it:
- will post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
 - will provide an online link to these employment vacancies so that this link is accessible through the <https://illinoisjoblink.illinois.gov/> website its successor system; or
 - is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction.⁵⁴

⁵² 30 ILCS 500/20-160 and 50-37.

⁵³ 30 ILCS 517.

⁵⁴ 20 ILCS 1005/1005- 47.

STANDARD CERTIFICATIONS

ATTACHMENT FF

- 32.** Vendor certifies it is not prohibited by federal agencies pursuant to a United States Department of Homeland Security Binding Operational Directive due to cybersecurity risks.⁵⁵

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.](#)

⁵⁵ 30 ILCS 500/25-90.

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 fifteen (15) days after execution of the State contract or after execution of the subcontract, whichever is later, for all subcontracts with an annual value of more than \$50,000.

This disclosure is submitted for:

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

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

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

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

☐ Option 1 – Publicly Traded Entities

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

OR

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

☐ Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

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

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

☐ Option 4 – Foreign Entities

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

OR

- 4.B. ☐ I will attach a copy of the Securities Exchange Commission Form 20-F or 40-F, and I will skip to Step 3.

☐ Option 5 – Not-for-Profit Entities

- ☐ I will complete Step 2, Option B.

Option 6 – Sole Proprietorships

- ☐ I will skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

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

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

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

OPTION A – Ownership Share and Distributive Income

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

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

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

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

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.

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
Click here to enter text.	Click here to enter text.	Click here to enter text.

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

STEP 4

PROHIBITED CONFLICTS OF INTEREST

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

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

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.](#)

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

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.](#)

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

STEP 8

DISCLOSURE OF CURRENT AND PENDING CONTRACTS

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

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

If you selected Option 1, 2, 3, 4 or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, 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.](#)

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

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.](#)
- 7.

BUSINESS AND DIRECTORY INFORMATION

ATTACHMENT II

8. Company Web Site Address

[Click here to enter text.](#)

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

[Click here to enter text.](#)

10. Length of time in business

[Click here to enter text.](#)

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

[Click here to enter text.](#)

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

[Click here to enter text.](#)

13. 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: 19-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.
Section/ Subsection #	STANDARD TERMS AND CONDITIONS - State the exception such as "add," "replace," and/or "delete."
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.
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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.

REFERENCES

ATTACHMENT JJ

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, WOMAN, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN

ATTACHMENT MM

Please download the Business Enterprise Program, Minorities, Woman, and Persons with Disability Utilization Plan Template:

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

If applicable, please review the *Guidance for Documenting Good Faith Efforts to Meet BEP Participation Goals*:

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

PRICING PROPOSAL DETAILS SPREADSHEET

ATTACHMENT NN

Please use this spreadsheet to provide details to support the price quotes contained in Sections 3.1, 3.2, 3.3, and 3.4.



24-RFP-01
Appendix NN (26 Se|