

STATE OF ILLINOIS  
REQUEST FOR QUALIFICATIONS

ILLINOIS POWER AGENCY  
PROFESSIONAL SERVICES - PROCUREMENT ADMINISTRATION  
Reference Number 14-RFQ-01

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The Illinois Power Agency (Agency or State) is issuing this request for qualifications (RFQ) seeking qualified and responsible experts or expert firms (Offerors) to meet its supply and renewable energy certificates (REC) procurement needs. A brief background and description is set forth below, followed by detailed requirements. The Agency welcomes responses from qualified Offerors able and willing to meet these requirements. Evaluation of responses to this RFQ will form the basis for determining potential recipients for one or more Requests for Proposal (RFP) including specific requirements.

**BACKGROUND:** The Agency serves as the procurement authority for electricity delivered to bundled rate customers of Commonwealth Edison (ComEd) and Ameren Illinois Company (Ameren), per the Illinois Power Agency Act (20 ILCS 3855/1-5 *et seq.*) and Section 16-111.5 of the Public Utilities Act (220 ILCS 5/16-111.5). The Illinois Power Agency Act states that “The 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.” This Solicitation represents the first step in the process of retaining a Procurement Administrator. Upon completion of the Solicitation evaluation process, Offerors rated as qualified by the Agency will receive a subsequent request for proposals. If selected through the RFP process, the selected Offeror will be expected to enter into a binding contract with the Agency. The following 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 the electricity (and renewable energy resources) requirements for bundled rate customers of Ameren and ComEd.

To meet this goal, the Agency seeks Offerors that can successfully execute the tasks listed below:

- Design the final procurement process in accordance with provisions of the Illinois Power Agency Act;
- Develop benchmarks to be used in evaluating bids submitted in response to the procurement process;
- Serve as the interface between the utilities and suppliers;
- Manage the bidder pre-qualification and registration process;
- Obtain the utilities' agreement to the final form of all supply contracts and credit collateral agreements;
- Administer the request for proposal process;
- Maintain confidentiality of supplier and bidding information in a manner consistent with all applicable laws, rules, and regulations;
- Submit a confidential report to the Illinois Commerce Commission (ICC) recommending acceptance or rejection of bids;
- Notify the utilities of contract counterparties and contract specifics; and
- Administer related contingency procurement events.

## INTRODUCTION

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The Agency intends to identify Offerors that can provide the above-listed functions for both ComEd and Ameren. The Agency's preference is to retain a single Procurement Administrator for both utilities; however, the Agency reserves the right to determine whether a single administrator or multiple administrators are optimal for performing the above stated tasks and achieving the Agency's goals.

The resulting contract with the awarded Offeror shall have an initial term of approximately January 1, 2014 through December 31, 2014, with the possibility for renewal for four additional years.

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

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## INSTRUCTIONS

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### INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS

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

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

Questions or comments regarding this RFQ should be timely directed in writing to the Solicitation Contact identified above. Do not discuss the solicitation or any qualification, directly or indirectly, with any 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, that pertain to this solicitation must be submitted in written form and submitted to the Solicitation Contact no later than October 1, 2013. Questions received and

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Agency responses may be posted as an Addendum to the original solicitation on the Bulletin; only these written answers to questions shall be binding on the Agency. Offerors are responsible for monitoring the Bulletin.

### I.5 REQUIRED MEETINGS:

Offeror Conference:  Yes  No

Mandatory Attendance:  Yes  No

Date: September 26, 2012

Time: 2 pm CPT

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

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

Submittal Due Date & Time:

Date: October 17, 2013

Time: 5:00 pm CPT

Submit/Deliver Submittals To:

Agency: Illinois Power Agency
Attn: Anthony M. Star
Address: 160 N. LaSalle St., Suite C-504
City, State Zip: Chicago, IL 60601
Solicitation Title & Reference # Request for Qualifications – Procurement Administrator, 14-RFQ-01 Offeror Name: _____

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

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- I.7 INSTRUCTIONS FOR SUBMISSION OF QUALIFICATIONS:** Responses to this RFQ must be submitted in a single sealed envelope/container clearly labeled with the Solicitation title, and Offeror's name. One original, four hard copies, and two electronic copies (CD ROM) of the Submittals of Qualifications package must be provided. The package shall contain the following three sections and 10 attachments:
- Section 1 – Submittal of Qualifications Check List and Signature Page
  - Section 2 – Technical Proposal
  - Section 3 – Indicative Price Quotes
- Attachments:
- AA - State Board of Elections Certificate of Registration
  - BB - Authorization to do Business in Illinois
  - CC - Illinois Department of Human Rights Public Contracts Number
  - GG - Standard Certifications
  - HH - Financial Disclosures and Conflicts of Interest
  - II - Disclosure of Business Operations with Iran
  - JJ - Business and Directory Information
  - KK - References
  - LL - Solicitation Contract Terms and Conditions Exceptions
  - MM - Taxpayer Identification Number
- I.8 EMPLOYMENT TAX CREDIT:** Offerors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. Reference the Illinois Procurement Code (30 ILCS 500/45-67 & 45-70). Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- I.9 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". Vendor may view the full text at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://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. See specifically 20 ILCS 3855/1-75(a) and (b) for statutory qualifications and the selection process.
- I.10 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Submittals of Qualifications become the property of the Agency. Submittals of Qualifications, including late submissions will not be returned. All submittals qualifications will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Submittal of Qualifications 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 one additional copy of the Submittal of Qualifications with proposed confidential information redacted. This redacted copy must describe the general nature of the material removed, and shall retain as much of the Submittal of Qualifications as possible. In a separate attachment, Offeror shall supply a listing of the provisions

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identified by section number for which it seeks confidential treatment and identify the statutory basis under Illinois law and include a detailed justification for exempting the information from public disclosure. Offeror will hold harmless and indemnify the Agency for all costs or damages associated with the Agency defending Offeror's request for confidential treatment. Offeror agrees the Agency may copy the Submittal of Qualifications 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.11 RESERVATIONS:** Offeror must read and understand the Solicitation and tailor the Submittal of Qualifications and all activities to ensure compliance. The Agency reserves the right to amend the Solicitation, reject any or all Submittals, 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 submittal, 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 Submittal of Qualifications as non-responsive to the Solicitation. Submitting a Submittal of Qualifications 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 Submittal of Qualifications. Short listed Offeror(s) shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or designee).
- I.12 AWARD:** The Agency is not obligated to award a contract pursuant to this solicitation. This Solicitation and any subsequent RFP issuance, selection and award process will follow 20 ILCS 3855/1-75(a). As a result of this Solicitation and any subsequent RFP, 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. 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 Responsible Offeror whose offer best meets the specified requirements and evaluation criteria.
- I.13 INCORPORATION OF 14-RFQ-01 BY REFERENCE:** This Solicitation (14-RFQ-01) and Offeror's Submittal of Qualifications will be incorporated and made part of any subsequent contract by reference.
- I.14 PREQUALIFICATION TO RESPOND TO SUBSEQUENT RFP:** Based on the evaluation of responses to this Solicitation, qualified Offerors will be invited to respond to any subsequent RFP, and one or more Offeror may be qualified as an expert or expert consulting firm in accordance to 20 ILCS 3855/1-75(a), and awarded a contract.
- I.15 EVALUATION PROCESS:** The Agency determines how completely and satisfactorily submittals meet the Responsiveness and Responsibility requirements. Indicative price quotes are not a consideration in this Solicitation (final price quotes will be solicited in any subsequent RFP). The Agency will rank submittals which meet the Responsiveness and Responsibility requirements, from best to least qualified using a point ranking system as an aid in conducting the evaluation.



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Submittals that fail to meet minimum Responsiveness and Responsibility requirements or that receive fewer than the minimum required points will not be considered for subsequent evaluation. The Agency considers the information provided and the quality of that information when evaluating submittals. If the Agency finds a failure or deficiency, the Agency may reject the submittal or reflect the failure or deficiency in the evaluation.

**RESPONSIVENESS:** A responsive Offeror is one whose submittal conforms in all material respects to this Solicitation, and includes all required information. forms, certifications and disclosure. Information includes, but is not limited to, the Statement of Qualifications in Section 2.6, the Offeror's Proposed Solution in Section 2.7, and indicative price quotes in Section 3. Required forms, certifications and disclosures include and may not be limited to:

- State Board of Elections Certification: If required to register, please submit with the Submittal of Qualifications a copy of its State Board of Elections certificate. See Attachment AA for an example.
- Evidence of Authorization to do Business in Illinois: Offeror must exist as a legal entity and must be authorized to do business in Illinois at the time of submittal. Evidence of such authorization includes a Certificate of Good Standing issued by the Illinois Secretary of State's Department of Business Services. Please include a copy of the Certificate of Good Standing with the Offer. See Attachment BB for an example.
- Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return Attachment CC - Illinois Department of Human Rights Public Contracts Number.
- Standard Certifications: Offeror shall sign Attachment GG - Standard Certifications.
- Financial Disclosures and Conflicts of Interest: Offeror shall complete and sign Attachment HH - Financial Disclosures and Conflicts of Interest. Offeror must disclose any relationships with any entities that successfully bid to become suppliers under any IPA's prior procurement event.
- Disclosure of Business Operations: Offerors shall complete Attachment II – Disclosure of Business Operations with Iran.
- Business and Directory Information: Offeror shall complete and return Attachment JJ - Business and Directory Information.
- References: Offeror shall complete Attachment KK - References.
- Exceptions - Offeror shall complete and sign Attachment LL - Solicitation Contract Terms and Conditions Exceptions. The Agency discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Offeror's offer.

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- Taxpayer Identification Number: Offeror shall complete Attachment MM - Taxpayer Identification Number.

The Agency will determine whether the submittal 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. If no Offeror meets a particular requirement, the Agency may waive that requirement.

The Agency will determine whether Offeror's Submittal of Qualifications complied with the instructions for submitting qualifications. 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.

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

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

Other factors that the Agency may evaluate to determine Responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Submittal of Qualifications,) compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or courses of supply, and the ability to provide required maintenance service or other matters relating to the bidder's probable ability to deliver in the quality and quantity within the time as specified in this solicitation.

The awarded Offeror must at all times have financial resources sufficient, in the opinion of the Agency, to ensure performance of the contract and must provide proof upon request. The Agency may require a performance bond if, in the opinion of the Agency, it ensures performance of the contract. The Agency may terminate the Contract, consistent with the termination for cause provision of the contract, if the Offeror lacks the financial resources to perform under the Contract. The Agency may require that an Offeror correct any deficiencies as a condition of further evaluation.

The Agency ranks Offerors qualifications, without consideration of price, from best to least qualified using a point ranking system as an aid in conducting the evaluation. Offerors who receive fewer than the minimum required threshold points will not be considered for subsequent evaluation.

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**15.1. Threshold Criteria to Evaluate Responsive and Responsible Offerors:** The chart below shows the additional elements of qualifications that the Agency will evaluate, their relative weights in point format and any minimum point requirements. The total possible number of points is 130. The minimum number of points to be considered a qualified Offeror is 40.

Additional Threshold Criteria to Evaluate Responsive and Responsible Offerors	Maximum Points Awarded	Minimum Points Required
Demonstrated ability to develop applicable benchmarks	20	10
Experience within the past 5 years with RTO market operations	10	5
Experience negotiating wholesale contracts for energy and RECs (physical and financial transactions), including credit requirements	30	10
Experience organizing and administering competitive wholesale procurement events for utility supply	30	10
Expertise administering distributed renewable generation programs	10	0
Stated flexibility and availability to assist the Agency in meeting statutory timing requirements for procurement events and an ability to provide “on demand” services as required to meet the Agency’s ad hoc requirements to respond to data requests or other filings required during regulatory proceedings (may include evening and week-end turnaround times for work product).	20	5
Stated ability to collaborate with the Agency, suppliers, utilities, the ICC and other stakeholders to successfully complete procurement events	5	0
Direct Illinois-specific experience with wholesale electricity and REC markets, and procurement for utility supply	5	0

**I.16 SELECTION OF OFFERORS:** The Agency will select the Responsive and Responsible Offerors who meet the threshold requirements listed in the above evaluation. Those Responsive and Responsible Offerors that meet threshold criteria will be placed on a short list of pre-qualified Offerors. These Offerors will then be subject to review by Ameren and ComEd, the ICC, and other interested parties in accordance with the process contained in 20 ILCS 3855/1-75. Offerors on the short list, other than those Offerors that are disqualified as a result of an objection by Ameren, or ComEd, or the ICC, or other interested party, will be invited to submit a final price proposal and a Utilization Plan (Section I.17 below) through a subsequent RFP.

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

Any subsequent RFP solicitation will contain a goal to include businesses owned and controlled by minorities, females and persons with disabilities in the State's procurement and contracting processes. Failure to submit a Utilization Plan in response to any subsequent RFP as instructed in such solicitation will render the offer non-responsive. All questions regarding the subcontracting goal must be directed to Leslie Taylor at [Leslie.Taylor@illinois.gov](mailto:Leslie.Taylor@illinois.gov) or (312) 814-4791 prior to submission of qualifications. Firms included on Utilization Plans as meeting BEP requirements as vendor or subcontractors must be certified by CMS as BEP vendors prior to contract award. Go to ([www.sell2.illinois.gov/bep/Business\\_Enterprise.htm](http://www.sell2.illinois.gov/bep/Business_Enterprise.htm)) for complete requirements for BEP certification. The Minority, Female, Persons with Disabilities Status Participation and Utilization Plan - Attachment NN, is included in this Solicitation as a reference only; however, offerors responding to any subsequent RFP will be required to complete the Participation Utilization Plan as part of their response to that solicitation Offerors who submit proposals in response to the RFP shall not be given a period after the proposal opening date to cure deficiencies in the proposal unless mandated by federal law or regulation.

**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 covered by the contract. If subcontractors are to be utilized, in preparation to any subsequent RFP, offerors must identify subcontractors with an annual value of more than \$50,000 and the expected amount of money each will receive under the contract. (Attachment FF - Subcontractor Disclosures is provided in the solicitation as a reference only. Offerors responding to any subsequent RFP will be required to complete the Subcontractor Disclosures as part of their response to that solicitation)

## SECTION 1 - SUBMITTAL OF QUALIFICATIONS CHECK LIST AND SIGNATURE PAGE

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### 1. SUBMITTAL OF QUALIFICATIONS TO PROVIDE PROFESSIONAL SERVICES - PROCUREMENT ADMINISTRATION

By completing and signing this form, the Offeror makes a Submittal of Qualifications to the State of Illinois that the State may accept. Offeror should also use this form as a final check to ensure that all required documents are completed and included with the submittal. Offeror must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. Offeror understands that failure to meet all requirements is cause for disqualification.

#### Check List:

- 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 14-RFQ-01 BY REFERENCE:** Offeror acknowledges that this Solicitation (14-RFQ-01) and Offeror's responses 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 QUALIFICATIONS:** Offeror is submitting the correct number of copies, in a properly labeled container(s), to the correct location, and by the due date and time.  
 Yes  No
- 1.5. OFFEROR'S PROPOSED SOLUTION TO MEET THE AGENCY'S REQUIREMENTS:** Offeror is submitting proposed solutions that meet the Agency's requirements in Section 2.7.  
 Yes  No
- 1.6. EXPERTISE, EXPERIENCE AND STAFF:** Offeror has the required expertise, experience and staff to meet the requirement of the Agency in Section 2.2.  
 Yes  No
- 1.7. MILESTONES AND DELIVERABLES:** Offeror's has the capability to meet the agency's milestones and deliverables requirements in Section 2.3.  
 Yes  No
- 1.8. INDICATIVE PRICING:** Offeror is submitting indicative price quotes as requested in Section 3.  
 Yes  No

## SECTION 1 - SUBMITTAL OF QUALIFICATIONS CHECK LIST AND SIGNATURE PAGE

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- 1.9. 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
- 1.10. 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
- 1.11. STATE OF ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACTS NUMBER:** Offeror completed and submitted the applicable IDHR Public Contract Number, Attachment CC.  
 Yes  No
- 1.12. STATE OF ILLINOIS STANDARD TERMS AND CONDITIONS:** Offeror reviewed the State of Illinois Standard Terms and Conditions, Attachment DD.  
 Yes  No
- 1.13. STATE OF ILLINOIS SUBCONTRACTOR DISCLOSURES:** Offeror reviewed the Subcontractor Disclosures form, Attachment FF. (This attachment is included in this Solicitation as a reference only. Offerors responding to any subsequent RFP will be required to complete the Subcontractor Disclosures form as part of their response to that solicitation).  
 Yes  No  N/A
- 1.14. STATE OF ILLINOIS STANDARD CERTIFICATIONS:** Offeror reviewed and signed the State of Illinois Standard Certifications, Attachment GG.  
 Yes  No
- 1.15. STATE OF ILLINOIS FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST:** Offeror completed, signed and submitted the Financial Disclosures and Conflicts of Interest forms, Attachment HH.  
 Yes  No
- 1.16. STATE OF ILLINOIS DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN:** Offerors completed and submitted the Disclosure of Business Operations with Iran form, Attachment II.  
 Yes  No
- 1.17. STATE OF ILLINOIS BUSINESS AND DIRECTORY INFORMATION:** Offeror completed and submitted the Business and Directory Information form, Attachment JJ.  
 Yes  No
- 1.18. STATE OF ILLINOIS REFERENCES:** Offeror completed and submitted references, Attachment KK.  
 Yes  No
- 1.19. 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 LL.

## SECTION 1 - SUBMITTAL OF QUALIFICATIONS CHECK LIST AND SIGNATURE PAGE

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Yes  No

- 1.20. STATE OF ILLINOIS TAXPAYER IDENTIFICATION NUMBER:** Offeror completed, signed and submitted the Taxpayer Identification Number form, Attachment MM.

Yes  No

- 1.21. STATE OF ILLINOIS MINORITY, FEMALE, PERSONS WITH DISABILITIES STATUS PARTICIPATION AND UTILIZATION PLAN:** Offeror reviewed the State of Illinois Minority, Female, Persons with Disabilities Status Participation and Utilization Plan, Attachment NN. (This attachment is included in this Solicitation as a reference only. Offerors responding to any subsequent RFP will be required to complete the Participation Utilization Plan as part of their response to that RFP).

Yes  No

- 1.22. SIGNATURE OF AUTHORIZED REPRESENTATIVE:** The undersigned authorized representative of the identified Offeror hereby submits this Submittal of Qualifications to perform in full compliance with this Solicitation.

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

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

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

## SECTION 2 - TECHNICAL PROPOSAL

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### 2. SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK AND OFFEROR PROPOSED SOLUTION

**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 the Ameren and ComEd and any other utilities which may require the services of the Agency.

**2.2. EXPERTISE, EXPERIENCE AND SERVICES REQUIRED:** The Agency requires expert consulting and procurement administration services from qualified Offerors that, at a minimum, have absence of conflict of interest and inappropriate bias for or against potential bidders or the utilities; and have the following experience (set out in Section 1-75(a) of the Illinois Power Agency Act, 20 ILCS 3855/1-75(a)):

- Direct previous experience administering large-scale power supply and REC competitive procurement processes;
- Staff with advanced degrees in economics, mathematics, engineering, or a related area of study;
- At least 10 years of experience in the electricity sector, including risk management;
- Expertise in wholesale electricity market rules, including those established by the Federal Energy Regulatory Commission and regional transmission organizations; expertise in credit and contract protocols;
- Experience in renewables markets and products; and
- Adequate resources to perform and fulfill the required functions and responsibilities.

The Procurement Administrator will be required to complete the following tasks (set out in Section 16-111.5(c)(1) of the Public Utilities Act, 220 ILCS 5/16-111.5(c)(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;
- Develop benchmarks in accordance with subsection (e)(3) of 220 ILCS 5/16-111.5 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;
- Serve as the interface between the utilities and suppliers;



## SECTION 2 - TECHNICAL PROPOSAL

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- Manage the bidder pre-qualification and registration process;
- Obtain the utilities' agreement to the final form of all supply contracts and credit collateral agreements;
- Administer the request for proposals process;
- Have 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;
- Maintain confidentiality of supplier and bidding information in a manner consistent with all applicable laws, rules, regulations, and tariffs;
- Submit a confidential report to the ICC recommending acceptance or rejection of bids;
- Notify the respective utility of contract counterparties and contract specifics;
- Administer related contingency procurement events.

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

- 2.3.1. Administering procurement events for energy in April and September of 2014 in accordance to the final approved 2014 Procurement Plan (a copy of the draft plan is available at:[http://www2.illinois.gov/ipa/Pages/Plans\\_Under\\_Development.aspx](http://www2.illinois.gov/ipa/Pages/Plans_Under_Development.aspx)<sup>1</sup>); the Plan is expected to be approved by the ICC in December 2013;
- 2.3.2. Administrating the procurement of RECs in 2014, should the Illinois Commerce Commission approve such a procurement;
- 2.3.3. Administering the procurement of RECs resulting from an approved Distributed Generation Program (DG Program), should the Illinois Commerce Commission approve such a procurement - please refer to Section 8.2 of the approved 2013 Procurement Plan [http://www2.illinois.gov/ipa/Documents/IPA-Plan\\_complying\\_with\\_12-0544-Order.pdf](http://www2.illinois.gov/ipa/Documents/IPA-Plan_complying_with_12-0544-Order.pdf); and

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<sup>1</sup> Note as of the time of the release of this RFQ, the August 15, 2013 draft plan is available. Prior to the submittal deadline the Agency expects to file a revised draft plan with the ICC on September 30, 2013. That revised draft plan will also be available on this website and may contain substantive changes from the original draft.

## SECTION 2 - TECHNICAL PROPOSAL

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2.3.4. Providing 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.

**2.4. STAFF SPECIFICATIONS:** Please refer to Sections 2.2 above.

**2.5. WHERE SERVICES ARE TO BE PERFORMED:**

2.5.1. Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and the economic impact on Illinois and its residents may be considered in the evaluation. If the Offeror performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the 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.

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

2.5.3. Location where services will be performed:

[Click here to enter text.](#)

2.5.4. Percentage of contract of services performed at this location:

[Click here to enter text.](#)

**2.6. OFFEROR STATEMENT OF QUALIFICATIONS:** Please describe Offeror's background, experience and qualifications relevant to the role of the Agency's Procurement Administrator. Be sure to address the Additional Threshold Criteria to Evaluate Responsive and Responsible Offerors listed in Section I.15. Please limit the statement of qualifications to no more than five (5) pages.

[Click here to enter text.](#)

**2.7. OFFEROR PROPOSED SOLUTION TO MEET THE AGENCY'S REQUIREMENTS:** Please respond in the space below separately for each of the specific deliverables, describing how you propose to support the Agency with expert consulting and

## SECTION 2 - TECHNICAL PROPOSAL

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procurement administration services in order to meet the milestones listed and deliverables in Section 2.3 above.

- 2.7.1. Administration of procurements for energy based on the filed 2014 Procurement Plan, assuming a single April 2014 procurement event for both Ameren and ComEd, and a second event in September 2014 for ComEd only:

[Click here to enter text.](#)

- 2.7.2. Administration of a single procurement for RECs to be conducted in calendar year 2014 assuming that the procurement of RECs is approved by the ICC for both Ameren and ComEd:

[Click here to enter text.](#)

- 2.7.3. Administration of the procurement of RECs associated with a DG Program (please refer to Section 2.3.3 of this Solicitation) assuming that such program is approved by the ICC for calendar year 2014 for both Ameren and ComEd:

[Click here to enter text.](#)

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

[Click here to enter text.](#)

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

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

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

## SECTION 3 – INDICATIVE PRICE QUOTES

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- 3. INDICATIVE PRICE QUOTES:** Offeror shall submit indicative price quotes to implement the Offeror's proposed solutions in Section 2.7. Price quotes shall not include any taxes. Offeror's indicative price quotes shall not serve as the basis for compensation terms of any resulting contract. Indicative price quotes submitted as part of the Offeror's Submittal of Qualifications will be used by the Agency to gain a general understanding of the potential costs of anticipated procurements projected for 2014. The Agency will keep all submitted indicative price quotes confidential, to the extent allowed by law, until a contract award is made as the result of any subsequent RFP. Failure to submit pricing as shown in this section may render Offeror's entire Submittal of Qualifications non-responsive. Qualified Offerors who are selected to submit responses to any subsequent RFP will be asked to submit updated price quotes in response to the RFP. Indicative price quotes shall be submitted in the format specified below for the following tasks:
- 3.1.** Administration of procurements for energy based on the filed 2014 Procurement Plan, assuming a single April 2014 procurement event for both Ameren and ComEd, and a second event in September 2014 for ComEd only
  - 3.2.** Administration of a single procurement for RECs to be conducted in calendar year 2014 assuming that the procurement of RECs is approved by the ICC for both Ameren and ComEd
  - 3.3.** Administration of the procurement for RECs associated with a DG Program (please refer to Section 2.3.3 of this Solicitation) assuming that such program is approved by the ICC for calendar year 2014 for both Ameren and ComEd
  - 3.4.** Providing ad hoc support and deliverables as requested by the Agency

## SECTION 3 – INDICATIVE PRICE QUOTES

**3.1.** Administration of procurements for energy based on the filed 2014 Procurement Plan, assuming a single April 2014 procurement event for both Ameren and ComEd, and a second event in September 2014 for ComEd only:

Please assume that the filed 2014 Procurement Plan will be approved by the ICC as filed. Please provide an indicative price quote to accomplish the Offeror’s proposed solution described in Section 2.7.1. Also, please use the format and templates below (add rows as necessary).

Consultant’s Team Member	Proposed Role for this Solicitation	Relevant Area of Expertise and Years of Related Experience

Other Required Resources (i.e. software)	Brief Description and Cost

Ameren and ComEd April 2014 Procurement of Energy Blocks			
Consultant’s Team Member	Billing Rate (\$/Hr)	Estimated Hours	Estimated Cost (\$)
Other Cost (please specify):			
Total Estimated Costs			\$

ComEd September 2014 Procurement of Energy Blocks			
Consultant’s Team Member	Billing Rate (\$/Hr)	Estimated Hours	Estimated Cost (\$)
Other Cost (please specify):			
Total Estimated Costs			\$

Summary of Costs to Procure Energy Blocks in 2014				
Event	Estimated Labor Hours	Estimated Labor Cost	Estimated Other Costs	All Estimated Costs (\$)
April				
September				
Total Estimated Costs				\$

**SECTION 3 – INDICATIVE PRICE QUOTES**

**3.2.** Administration of a single procurement for RECs to be conducted in calendar year 2014 assuming that the procurement of RECs is approved by the ICC for both Ameren and ComEd:

Please provide an indicative price quote to accomplish the Offeror’s proposed solution described in Section 2.7.2. Also, please use the format and templates below (add rows as necessary).

Consultant’s Team Member	Proposed Role for this Solicitation	Relevant Area of Expertise and Years of Related Experience

Other Required Resources (i.e. software)	Brief Description and Cost

Administration of a Single 2014 Procurement Event for RECs for both Ameren and ComEd			
Consultant’s Team Member	Billing Rate (\$/Hr)	Estimated Hours	Estimated Cost (\$)
Other Cost (please specify):			
Total Estimated Costs			\$

**3.3.** Administration of the procurement for RECs associated with a DG Program (please refer to Section 2.3.3 of this Solicitation) assuming that such program is approved by the ICC for calendar year 2014 for both Ameren and ComEd:

Please provide an indicative price quote to accomplish the Offeror’s proposed solution described in Section 2.7.3. Also, please use the format and templates below (add rows as necessary).

Consultant’s Team Member	Proposed Role for this Solicitation	Relevant Area of Expertise and Years of Related Experience

Other Required Resources (i.e. software)	Brief Description and Cost

Administration of the Procurement of RECs Associated DG Program			
Consultant’s Team Member	Billing Rate (\$/Hr)	Estimated Hours	Estimated Cost (\$)
Other Cost (please specify)			
Total Estimated Costs			\$

### SECTION 3 – INDICATIVE PRICE QUOTES

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**3.4.** Providing ad hoc support and deliverables as requested by the Agency): Please provide an indicative price quote to accomplish the Offeror’s proposed solution described in Section 2.7.4. Also, please use the format and templates below (add rows as necessary).

Consultant’s Team Member	Proposed Role for this Solicitation	Relevant Area of Expertise and Years of Related Experience	Billing Rate (\$/Hr)

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

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

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

**STATE OF ILLINOIS**  
**STATE BOARD OF ELECTIONS CERTIFICATE OF REGISTRATION**

**ATTACHMENT AA**

Section 50-37 of the Illinois Procurement Code prohibits certain political contributions of certain vendors, bidders and offerors. While the Procurement Code does not apply to this solicitation, Offeror should be aware of these prohibitions and document with its submission any instances in which political contributions were made that would have violated this Act, if it had been applicable, in the past 5 years. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if the Illinois Election Code is violated.

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

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

**STATE BOARD OF ELECTIONS CERTIFICATE OF REGISTRATION EXAMPLE**





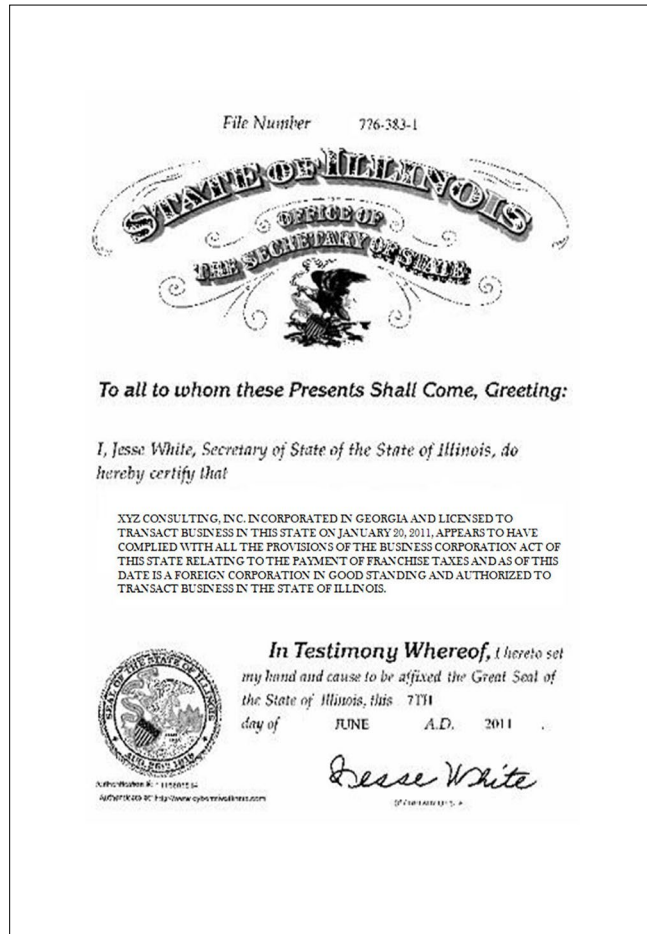
**STATE OF ILLINOIS**  
**AUTHORIZATION TO DO BUSINESS IN ILLINOIS**

**ATTACHMENT BB**

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

**SECRETARY OF STATE CERTIFICATE OF GOOD STANDING EXAMPLE**



## STATE OF ILLINOIS

### ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

#### ATTACHMENT CC

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

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

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

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

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

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

**ATTACHMENT DD**

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**1. TERM AND TERMINATION:**

- 1.1. CONTRACT TERM:** The anticipated contract has an initial term of January 1, 2014 through December 31, 2014. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.
- 1.1.1. In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 5 years.
- 1.1.2. Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.
- 1.2. RENEWAL:** Subject to the maximum total term identified above, the State has the option to renew for the following term(s): Annual renewals for up to four (4) additional years, with an end date no later than December 31, 2018.
- 1.2.1. Pricing for the renewal term, or the formula for determining price, is shown in the pricing section of this contract.
- 1.2.2. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.
- 1.3. TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.
- 1.3.1. If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within a specified period of time. If not cured by the specified date, the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.
- 1.3.2. For termination due to any of the causes contained in this section, the State retains its right to seek any available legal or equitable remedies and damages.
- 1.4. TERMINATION FOR CONVENIENCE:**

# STANDARD TERMS AND CONDITIONS

## ATTACHMENT DD

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- 1.4.1. This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, including the refusal of utilities, in accordance with 20 ILCS 3855/1-75(g) to reimburse the State for its procurement planning costs associated with work performed.
- 1.4.2. The State may, for its convenience and with 30 days of prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

## 2. PAYMENT TERMS AND CONDITIONS:

- 2.1. **LATE PAYMENT:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 ILL. ADM. CODE 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 2.2. **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.
- 2.3. **PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or <http://www.state.il.us/agency/idol/index.htm>.
- 2.4. **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.
- 2.5. **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

# STANDARD TERMS AND CONDITIONS

## ATTACHMENT DD

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performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may be required to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

- 2.5.1. 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.
- 2.5.2. Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

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

- 3. **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated dollar value or % of awarded contract revenue that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify, by written amendment to the Contract, the State of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

## STANDARD TERMS AND CONDITIONS

### ATTACHMENT DD

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- 5. AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the Agency/University, the Auditor General, the Executive Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.
- 6. TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
- 7. NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 8. FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days after the declaration.
- 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

## STANDARD TERMS AND CONDITIONS

### ATTACHMENT DD

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is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 10. USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
- 11. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
- 12. INSURANCE:** Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 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

## STANDARD TERMS AND CONDITIONS

### ATTACHMENT DD

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of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

16. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.
17. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADMIN. CODE 750. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at [www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp).
18. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
19. **CONTRACTUAL AUTHORITY:** The Agency/University that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract.
20. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
21. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
22. **PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.



## STANDARD TERMS AND CONDITIONS

### ATTACHMENT DD

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- 23. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- 24. SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 25. WARRANTIES FOR SUPPLIES AND SERVICES**
- 25.1.** Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses arising from failure of the supplies to meet such warranties.
- 25.2.** Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.
- 25.3.** Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
- 26. REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
- 26.1.** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 26.2.** By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

## STANDARD TERMS AND CONDITIONS

### ATTACHMENT DD

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

**STATE OF ILLINOIS**  
**SUBCONTRACTOR DISCLOSURES**

**ATTACHMENT FF**

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1. Will subcontractors be utilized?  Yes  No
  
2. Please identify below the names and addresses of all subcontractors that will be utilized in the performance of this Contract with a total value of \$50,000 or more, a description of the work to be performed by the subcontractor, and the anticipated % of the awarded contract value to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract.

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

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

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

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

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

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

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

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

**If additional space is necessary to provide subcontractor information, please attach an additional page. All subcontracts must include the Subcontractor Standard Certifications and the Disclosures and Conflicts of Interest, completed and signed by the subcontractor.**

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

# STATE OF ILLINOIS

## STANDARD CERTIFICATIONS

### ATTACHMENT GG

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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.

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

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

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
  - the contract may be void by operation of law,
  - the State may void the contract, and
  - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

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

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal.

## STANDARD CERTIFICATIONS

### ATTACHMENT GG

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

## STANDARD CERTIFICATIONS

### ATTACHMENT GG

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15. Vendor certifies it is not in violation of the “Revolving Door” provisions of the Illinois Procurement Code.
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement.
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, Offerors, contractors, proposers, or employees of the State.
18. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
19. Drug Free Workplace
  - 19.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
  - 19.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
22. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
23. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club.” 775 ILCS 25/2.
24. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.

## STANDARD CERTIFICATIONS

### ATTACHMENT GG

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26. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
27. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
28. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at ([www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa)) 30 ILCS 587.

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

Signature: \_\_\_\_\_

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

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

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

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

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

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

### ATTACHMENT HH

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

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

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

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

**This disclosure is submitted for:**

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

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



## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

### ATTACHMENT HH

#### 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 HH

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.

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

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

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

<b>TABLE - Y</b>			
Name	Address	% of Distributive	\$ Value of Distributive

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

### ATTACHMENT HH

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.

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

### ATTACHMENT HH

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 HH

Name	Address	Relationship to Disclosing Entity
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

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

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

### ATTACHMENT HH

#### STEP 4

#### PROHIBITED CONFLICTS OF INTEREST

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

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

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

#### STEP 5

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

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

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

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

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

### ATTACHMENT HH

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

### STEP 6

#### EXPLANATION OF AFFIRMATIVE RESPONSES

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

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

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

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

### ATTACHMENT HH

#### STEP 7

### POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

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

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

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

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

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

#### STEP 8

### DISCLOSURE OF CURRENT AND PENDING CONTRACTS

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



# FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

## ATTACHMENT HH

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

Yes  No.

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

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

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

### STEP 9

## SIGN THE DISCLOSURE

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

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

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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 JJ**

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1. Name of Business (official name and DBA)  
[Click here to enter text.](#)
  
2. Business Headquarters (address, phone and fax)  
[Click here to enter text.](#)  
[Click here to enter text.](#)  
[Click here to enter text.](#)
  
3. If a Division or Subsidiary of another organization provide the name and address of the parent  
[Click here to enter text.](#)
  
4. Billing Address  
[Click here to enter text.](#)  
[Click here to enter text.](#)
  
5. Name of Chief Executive Officer  
[Click here to enter text.](#)
  
6. Offeror Contact (name, title, address, phone, toll-free number, fax, and e-mail)  
[Click here to enter text.](#)  
[Click here to enter text.](#)  
[Click here to enter text.](#)  
[Click here to enter text.](#)  
[Click here to enter text.](#)  
[Click here to enter text.](#)

## BUSINESS AND DIRECTORY INFORMATION

### ATTACHMENT JJ

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7. Company Web Site Address

[Click here to enter text.](#)

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

[Click here to enter text.](#)

9. Length of time in business

[Click here to enter text.](#)

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

[Click here to enter text.](#)

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

[Click here to enter text.](#)

12. Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies:

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

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

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

12.4 Disadvantaged (49 CFR 6)  Yes

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

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

## REFERENCES

### ATTACHMENT KK

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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/University (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/University (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/University (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/University (name): [Click here to enter text.](#)  
Contact Person (name, email address, address, and phone): [Click here to enter text.](#)  
Date of Supplies/Services Provided: [Click here to enter text.](#)  
Type of Supplies/Services Provided: [Click here to enter text.](#)

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

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



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

**ATTACHMENT MM**

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I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

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

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

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

Taxpayer Identification Number:

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

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

Legal Status (check one):

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

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

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

**STATE OF ILLINOIS**  
**MINORITY, FEMALE, PERSONS WITH DISABILITY STATUS PARTICIPATION**  
**AND UTILIZATION PLAN**

**ATTACHMENT NN**

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The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 575) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities.

**Contract Goal to be achieved by the Vendor:** This contract includes a specific Business Enterprise Program (BEP) utilization goal of 20% of the contract amount and is based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, the Agency/University will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified vendor.

Following are guidelines for the Vendor's response in the Utilization Plan. A format for the utilization plan is included in this section. Vendor should include any additional information that will add clarity to the Vendor's proposed utilization of certified vendors to meet the targeted goal. The Utilization Plan must demonstrate that the Vendor has either met the contract goal or that it has made good faith efforts to do so.

1. At the time of proposal submission, the Certified Vendor may not yet be certified with CMS Business Enterprise Program; **however, the Certified Vendor must meet the eligibility requirements and be fully certified in the BEP Program before contract award.** Visit ([www.sell2.illinois.gov/bep/Business\\_Enterprise.htm](http://www.sell2.illinois.gov/bep/Business_Enterprise.htm)) for complete requirements and to apply for certification in the Business Enterprise Program. Vendors who submit bids or proposals for State contracts shall not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation (30 ILCS 575(4)(c)).
2. If applicable, the Plan should include an executed Joint Venture agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract. The joint venture agreement must clearly evidence that the certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified vendor's own forces and under its supervision; and the commitment of management, supervisory personnel and operative personnel employed by the certified vendor to be dedicated to the performance of the contract. Each joint venture partner must execute the proposal to the Agency.
3. An agreement between a Vendor and a certified vendor in which the certified vendor promises not to provide subcontracting quotations to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed certified vendor. Failure to cooperate may render the proposal non-responsive. **The contract will not be finally awarded until the Vendor's Utilization Plan is approved.**



# MINORITY, FEMALE, PERSONS WITH DISABILITY STATUS PARTICIPATION AND UTILIZATION PLAN

## ATTACHMENT NN

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4. Certified Vendor Locator References: Vendors may consult CMS' BEP Certified Vendor Directory at ([www.sell2.illinois.gov/bep/Small\\_and\\_Diverse\\_Businesses.htm](http://www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm)), as well as the directories of other certifying agencies but subcontracting vendors must be certified by CMS as BEP vendors before the time of contract award.
5. Vendor Assurance: The Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier.
6. Calculating Certified Vendor Participation: The Utilization Plan documents work anticipated to be performed by all certified vendors and paid for upon satisfactory completion. Only the value of payments made for the work actually performed by certified BEP vendors is counted toward the contract goal. Counting guidelines are summarized below:
  - 6.14. The value of the work actually performed by the certified vendor's forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified vendor's forces, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Vendor.
  - 6.15. A joint venture shall count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.
  - 6.16. When a certified vendor subcontracts part of the work of its contract to another firm, the value of the subcontracted work shall be counted toward the contract goal only if the certified vendor's subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.
  - 6.17. A Vendor shall count towards the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified vendor manufacturer, regular dealer or supplier.
  - 6.18. A Vendor shall count towards the goal the following expenditures to certified vendors that are not manufacturers, regular dealers or suppliers:
    - 6.18.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

# MINORITY, FEMALE, PERSONS WITH DISABILITY STATUS PARTICIPATION AND UTILIZATION PLAN

## ATTACHMENT NN

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- 6.18.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
- 6.18.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 6.19. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
- 6.19.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
- 6.19.2. A certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain certified vendor participation. In determining whether a certified vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified vendors do not participate, and industry practices.
- 6.20. A Vendor shall not count towards the goal expenditures that are not direct, necessary and proximately related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.
- 7. Good Faith Effort Procedures:** If the Vendor cannot meet the goal, the Vendor must document in the Utilization Plan its good faith efforts that could reasonably have been expected to meet the goal. Vendors must submit utilization forms that meet or exceed the published goal or

# MINORITY, FEMALE, PERSONS WITH DISABILITY STATUS PARTICIPATION AND UTILIZATION PLAN

## ATTACHMENT NN

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submit utilization forms that describe a percentage participation that is less than the goal and submit documentation regarding good faith efforts at the time of bid/proposal submission. Vendors will not be permitted to correct goal deficiencies post bid/proposal due dates. The Agency will consider the quality, quantity, and intensity of the Vendor's efforts.

7.14. The following is a list of types of action that the Agency will consider as evidence of the Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Agency may be relevant in appropriate cases.

7.14.1. Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified vendors that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the certified vendors to respond to the solicitation. The Vendor must determine with certainty if the certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to bid. The Vendor must provide interested certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

7.14.2. Selecting portions of the work to be performed by certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate certified vendor participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.

7.14.3. Making a portion of the work available to certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified vendor participation.

7.14.4. Negotiating in good faith with interested certified vendors. Evidence of such negotiation includes the names, addresses, and telephone numbers of certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified vendors to perform the work. A Vendor using good business judgment will consider a number of factors in negotiating with certified vendors and will take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified vendors is not in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified vendors if the price difference is excessive or unreasonable.

7.14.5. Thoroughly investigating the capabilities of certified vendors and not rejecting them as unqualified without sound reasons. The certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the Vendor's efforts to meet the goal.

# MINORITY, FEMALE, PERSONS WITH DISABILITY STATUS PARTICIPATION AND UTILIZATION PLAN

## ATTACHMENT NN

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- 7.14.6. Making efforts to assist interested certified vendors in obtaining lines of credit or insurance as required by the Agency, the Vendor or to perform the scope of work.
  - 7.14.7. Making efforts to assist interested certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - 7.14.8. Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of certified vendors.
  - 7.15. In evaluating the Vendor's good faith efforts, the good faith efforts of other vendors to meet the goal on this solicitation or similar contracts may be considered.
  - 7.16. If the Agency determines that the Vendor has made good faith efforts to meet the goal, the Agency will award the contract provided that the Vendor is otherwise eligible for award.
  - 7.17. If the Agency determines that good faith efforts have not been made, it will notify the Vendor in writing of that determination.
- 8. Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern the Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If the Vendor did not succeed in obtaining enough certified vendor participation to achieve the goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
- 8.1. The Utilization Plan may not be amended without the Agency's prior written approval.
  - 8.2. The Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Agency. Unauthorized changes or substitutions, including performing the work designated for a certified vendor with the Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. The Vendor must negotiate with the certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.
  - 8.3. Substitutions of a certified vendor shall be permitted under the following circumstances:
    - 8.3.1. Unavailability after receipt of reasonable notice to proceed;

# MINORITY, FEMALE, PERSONS WITH DISABILITY STATUS PARTICIPATION AND UTILIZATION PLAN

## ATTACHMENT NN

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- 8.3.2. Failure of performance;
  - 8.3.3. Financial incapacity;
  - 8.3.4. Refusal by the certified vendor to honor the bid or proposal price or scope;
  - 8.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
  - 8.3.6. Failure of the certified vendor to meet insurance, licensing or bonding requirements;
  - 8.3.7. The certified vendor's withdrawal of its bid or proposal; or
  - 8.3.8. Decertification of the certified vendor.
- 8.4. If it becomes necessary to substitute a certified vendor or otherwise change the Utilization Plan, the Vendor must notify the Agency in writing of the request to substitute a certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within 5 business days of receipt of the request.
- 8.5. Where the Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified vendor. Documentation of a replacement vendor, or of good faith efforts to replace the certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, the Vendor may substitute with a non-certified vendor.
- 8.6. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified vendors have a fair opportunity to bid on the new scope of work.
- 8.7. A new subcontract must be executed and submitted to the Agency within 5 business days of the Vendor's receipt of the Agency's approval for the substitution or other change.
- 8.8. The Vendor shall maintain a record of all relevant data with respect to the utilization of certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least 5 years after the completion of the contract. Full access to these records shall be granted by the Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor. After the performance of the final item of work or delivery of material by a certified vendor and final payment to the certified vendor by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall

# MINORITY, FEMALE, PERSONS WITH DISABILITY STATUS PARTICIPATION AND UTILIZATION PLAN

## ATTACHMENT NN

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submit a statement confirming the final payment and the total payments made to the BEP vendor under the contract.

- 8.9. The Agency will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of certified vendors, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 8.10. The Agency reserves the right to withhold payment to the Vendor to enforce these provisions and the Vendor's contractual commitments. Final payment shall not be made on the contract until the Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan