

STATE OF ILLINOIS  
REQUEST FOR PROPOSALS

ILLINOIS POWER AGENCY  
PROFESSIONAL SERVICES – PROGRAM EVALUATION (ILLINOIS SOLAR FOR ALL)  
Reference Number 19-RFP-02

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The Illinois Power Agency (“Agency” or “State”) is issuing this Request for Proposals (“RFP”) seeking qualified and responsible experts or expert firms (“Offerors”) to serve as the independent Evaluator for the Illinois Solar for All Program. A brief background and description are set forth below.

The Agency welcomes responses from Qualified Offerors able and willing to meet the requirements of this RFP. A Qualified Offeror is an Offeror on the list of respondents to the Request for Qualifications previously issued by the Agency (19-RFQ-02, issued April 5, 2019) that was determined by the Agency to be qualified. Only Qualified Offerors may submit a response to this RFP. Evaluation of responses to this RFP and responses to the prior related RFQ will form the basis for determining the selected Offeror for a contract award.

**BACKGROUND:** Public Act 99-0906 (colloquially known as the Future Energy Jobs Act) amended and expanded the Illinois Renewable Portfolio Standard (“RPS”) by requiring the development of programs for the procurement of renewable energy credits from new photovoltaic systems in addition to the competitive procurement processes traditionally conducted by the Agency. These programs were proposed by the Agency as part of its Long-Term Renewable Resources Procurement Plan (“Long-Term Plan”).<sup>1</sup>

One of those programs is the Illinois Solar for All Program, “which shall include incentives for low-income distributed generation and community solar projects, and other associated approved expenditures.”<sup>2</sup> Furthermore, “[t]he objectives of the Illinois Solar for All Program are to bring photovoltaics to low-income communities in this State in a manner that maximizes the development of new photovoltaic generating facilities, to create a long-term, low-income solar marketplace throughout this State, to integrate, through interaction with stakeholders, with existing energy efficiency initiatives, and to minimize administrative costs.”<sup>3</sup> Illinois Solar for All consists of four sub-programs:

- Low-income Distributed Generation (“DG”)
- Low-income Community Solar
- Incentives for Non-profits and Public Facilities
- Low-income Community Solar Pilot Projects

The development of new solar projects is supported through contracts to purchase the 15-year output of Renewable Energy Credits (“RECs”) from the participating projects. Illinois Solar for All has an income eligibility requirement of 80% of Area Median Income for residential system hosts or community solar subscribers, must include contracts that produce “tangible economic benefits” for participants, has a goal to have 25% of funds spent in Environmental Justice Communities, and features a set-aside of up to 5% of the annual budget for grassroots education funding. The current annual budget for the program is

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<sup>1</sup> See:

<https://www2.illinois.gov/sites/ipa/Documents/2019ProcurementPlan/Long%20Term%20Renewable%20Resources%20Procurement%20Plan%20%288-6-18%29.pdf>.

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

<sup>3</sup> Ibid.

## INTRODUCTION

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approximately \$30 million per year. The program also has requirements related to the use of graduates of solar job training programs.

The program is administered<sup>4</sup> by a third-party program administrator, Elevate Energy (“Program Administrator”), and is expected to open on May 15, 2019. Details can be found on the program website, [www.illinoisfa.com](http://www.illinoisfa.com), in Section 1-56(b)(2) of the Illinois Power Agency Act (20 ILCS 3855), and in Chapter 8 of the Long-Term Plan.

The Agency is also running a separate program for non-income qualified distributed generation and community solar, the Adjustable Block Program.<sup>5</sup> Evaluation of that program is not part of this Solicitation.

Section 1-56(b)(6) of the Act specifically requires an independent evaluation of the Illinois Solar for All Program:

*“At least every 2 years, the Agency shall select an independent evaluator to review and report on the Illinois Solar for All Program and the performance of the third-party program administrator of the Illinois Solar for All Program. The evaluation shall be based on objective criteria developed through a public stakeholder process. The process shall include feedback and participation from Illinois Solar for All Program stakeholders, including participants and organizations in environmental justice and historically underserved communities. The report shall include a summary of the evaluation of the Illinois Solar for All Program based on the stakeholder developed objective criteria. The report shall include the number of projects installed; the total installed capacity in kilowatts; the average cost per kilowatt of installed capacity to the extent reasonably obtainable by the Agency; the number of jobs or job opportunities created; economic, social, and environmental benefits created; and the total administrative costs expended by the Agency and program administrator to implement and evaluate the program.”*

This RFP has been developed to receive proposals for the selection of that independent evaluator.

This Solicitation to select an independent evaluator is exempt from the procedures in the Illinois Procurement Code (30 ILCS 500) pursuant to Sections 1-25(2) and 1-56(f) of the Illinois Power Agency Act (20 ILCS 3855), and contains alternative bidding procedures pursuant to Section 20-10(i) of the Procurement Code (30 ILCS 500/20-10).

**BRIEF DESCRIPTION:** The evaluation of the Illinois Solar for All Program sought by the Agency consists of two phases. The first phase will be a high-level limited scope review of the program development and launch process. The second phase will be a more robust full evaluation of the program as it becomes operational and solar photovoltaic projects are developed and become energized.

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<sup>4</sup> The exception to Elevate Energy’s administration of the Illinois Solar for All Program is the Low-income Community Solar Pilot Projects sub-program, which (unlike the other three sub-programs) is to be based on competitive bidding for procurement of RECs. The Agency intends to have its Procurement Administrator (NERA Economic Consulting) administer this sub-program for the 2018-19 program year during calendar year 2019.

<sup>5</sup> See: [www.illinoisabp.com](http://www.illinoisabp.com).

## INTRODUCTION

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The purpose of the first phase is to provide initial feedback and recommendations to the Agency for the Agency's use in updating the Long-Term Plan during the summer and fall of 2019.<sup>6</sup> Due to the short amount of time available for this phase, and with the program just launching, the first phase will be limited to a review of the stakeholder outreach process, development of program materials and guidelines, initial Approved Vendor registration, initial project applications, and the development of grassroots education efforts.

The second phase will include more detailed and intensive analysis including survey research; analysis of performance, administrative, and jobs metrics; and process evaluation. Deliverables will include interim progress reports to help with the program's continuous improvement and a final report. The second phase will cover the first two full years of the Program. Additional information on the anticipated scope of each phase is included in Section 2 of this RFP.

In responding to the RFP, Qualified Offerors should describe in detail their proposed approaches to the services and deliverables listed in Sections 2, specific resources available to execute those services and deliverables, and proposed price. The Agency will score responses to the RFP to determine the Offeror best suited to serve as the Agency's Illinois Solar for All Program Evaluator. That selection is subject to approval by the Illinois Commerce Commission.

If selected through this RFP process, the selected Offeror will be expected to enter into a binding contract with the Agency, which shall have an initial term of approximately July 1, 2019 through December 31, 2021, and may be renewed at the sole discretion of the Agency.

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

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<sup>6</sup> The Agency "shall review, and may revise" the Long-Term Plan "at least every 2 years [] after" it initially published the Long-Term Plan in September of 2017. (220 ILCS 5/16-111.5(b)(5)(ii)(B)). The Agency intends to propose an updated version of the Long-Term Plan, for review and approval by the Illinois Commerce Commission, in the fall of 2019, to be implemented beginning in 2020.

## OUTLINE

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### Instructions for Submitting Proposals

How to Enter Information.....	I.1
Published Procurement Information.....	I.2
Solicitation Contact.....	I.3
Offeror Questions and Agency Response.....	I.4
Submission Due Date, Time, and Address for Submission.....	I.5
Instructions.....	I.6
Governing Law and Forum.....	I.7
Public Records and Requests for Confidential Treatment.....	I.8
Reservations.....	I.9
Award.....	I.10
Incorporation of 19-RFP-02 by Reference.....	I.11
Prequalification to Respond to Subsequent RFP.....	I.12
Evaluation of Responsiveness.....	I.13
Interview/Presentation.....	I.14
Selection of Offerors.....	I.15
Minority, Female, and Persons with Disability Participation and Utilization Plan.....	I.16
Subcontracting.....	I.17
Timeline.....	I.18

### Section 1 – Proposal Check List

Check List.....	1.1 – 1.20
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### Section 2 - Technical Proposal

Goal.....	2.1
Services Required.....	2.2
Deliverables.....	2.3
Proposed Staff.....	2.4
Where Services Are to be Performed.....	2.5
Offeror Proposed Solutions to Meet the Agency’s Requirements.....	2.6
References.....	2.7

### Section 3 - Pricing Proposal

Phase One Evaluation.....	3.1
Phase Two Evaluation.....	3.2
Ad-Hoc Services.....	3.3
Alternative Pricing Proposal - Optional.....	3.4
Type of Pricing.....	3.5
Expenses Allowed.....	3.6
Discount.....	3.7
Taxes.....	3.8

## INSTRUCTIONS

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### INSTRUCTIONS FOR SUBMITTING PROPOSALS

- I.1 HOW TO ENTER INFORMATION:** Type information in the text fields provided. Text fields are indicated by the instruction “[Click here to enter text.](#)” in red font. If the information requested does not apply to the Offeror, then enter “N/A” into the text field. Please enter the requested information or N/A into every red text field. If appropriate, provide a brief explanation of why the field is not applicable.
- I.2 PUBLISHED PROCUREMENT INFORMATION:** Although this Solicitation is exempt from the Illinois Procurement Code, the Agency will use State websites to disseminate information about this Solicitation. The State publishes procurement information, including updates, on the Illinois Procurement Bulletin ([www.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: Jennifer M. Schmidt	Phone: 312-793-0264
Agency: Illinois Power Agency	Fax: 312-814-0926
Street Address: 105 W. Madison St., Suite 1401	TDD: 866-846-5276
City, State Zip: Chicago, IL 60602	
E-mail: Jennifer.M.Schmidt@illinois.gov	

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

- I.4 OFFEROR QUESTIONS AND AGENCY RESPONSE:** All questions, other than those raised at any Offeror conference call, that pertain to this Solicitation must be submitted in written form and submitted to the Solicitation Contact no later than May 20, 2019, 5 PM Central Prevailing Time

## INSTRUCTIONS

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

- I.5 SUBMISSION DUE DATE, TIME, AND ADDRESS FOR SUBMISSION:** Proposals shall be directed to the address provided below, and shall be received no later than the Proposal Due Date & Time specified below.

Proposal Due Date & Time:

Date: May 31, 2019

Time: 5 PM CPT

Submit/Deliver Proposals To:

Agency: Illinois Power Agency
Attn: Jennifer M. Schmidt
Address: 105 W. Madison St., Suite 1401
City, State Zip: Chicago, IL 60602
E-mail: <a href="mailto:Jennifer.M.Schmidt@Illinois.gov">Jennifer.M.Schmidt@Illinois.gov</a>
Solicitation Title & Reference # Request for Qualifications – Program Evaluation, 19-RFP-02 Offeror Name: _____

(Place label containing information above outside of sealed envelopes/containers if submitting response in hard copy.)

- I.6 INSTRUCTIONS** Responses to this RFP may be submitted via e-mail to the Solicitation Contact (Jennifer Schmidt, [Jennifer.M.Schmidt@Illinois.gov](mailto:Jennifer.M.Schmidt@Illinois.gov)) by the Proposal Due Date/Time. If not submitted by e-mail, the Proposal Package is due by physical delivery on the Proposal Due Date/Time, and must also contain an electronic copy of the proposal on a USB drive.

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

## INSTRUCTIONS

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### Sections:

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

### Attachments:

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

**I.7 GOVERNING LAW AND FORUM:** Illinois law and rule govern this Solicitation and any resulting contract. Offeror must bring any action relating to this Solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with "ILCS" (Illinois Compiled Statutes). Vendor may view the full text at [www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp). Sections 1-56 and 1-75 of the Illinois Power Agency Act (20 ILCS 3855) are applicable to this Solicitation.

**I.8 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Proposals become the property of the Agency. Proposals, including late submissions will not be returned. **All Proposals will be open to the public under the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Proposal that the Agency treat certain information as confidential.** A request for confidential treatment will not supersede the 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 Proposal with proposed confidential information redacted. This redacted copy must describe the general nature of the material removed, and shall retain as much of the Proposal as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Illinois law and include a detailed justification for exempting the information from public disclosure. Offeror will hold harmless and indemnify the Agency for all costs or damages associated with the Agency defending Offeror's request for confidential treatment. Offeror agrees the Agency may copy the

## INSTRUCTIONS

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Proposal to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.

- I.9 RESERVATIONS:** Offeror must read and understand the Solicitation and tailor the Proposal and all activities to ensure compliance. The Agency reserves the right to amend the Solicitation, reject any or all Proposals, and waive minor defects. The Agency may request a clarification, inspect Offeror's premises, interview staff, request a presentation, or otherwise verify the contents of the proposal, including information about subcontractors and suppliers. The Agency will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the Agency and in accordance with rules and other applicable state and federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the Agency. If an Offeror does not comply with requests for information and cooperate, the Agency may reject the Proposal as non-responsive to the Solicitation. Submitting a Proposal does not entitle Offeror to an award or a contract. Posting Offeror's name in a Bulletin notice does not entitle Offeror to a contract. The Agency is not responsible for and will not pay any costs associated with the preparation and submission of any Proposal. Qualified Offeror(s) shall not commence, and will not be paid for any billable work, prior to the date all parties execute the contract.
- I.10 AWARD:** The Agency is not obligated to award a contract pursuant to this Solicitation. This Solicitation, selection, and award process will follow 20 ILCS 3855/1-65(b)(6). As a result of this Solicitation, the Agency may select the winning Offeror to administer procurement events based on the winning proposal and may award a contract with an initial term of approximately two and a half 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 Offeror whose offer best meets the specified requirements and evaluation criteria.
- I.11 INCORPORATION OF 19-RFP-02 BY REFERENCE:** This Solicitation (19-RFP-02) and Offeror's Proposal, and 19-RFQ-02 and the associated Offeror's Submittal of Qualifications, will be incorporated into and made part of any subsequent contract by reference.
- I.12 PREQUALIFICATION TO RESPOND TO SUBSEQUENT RFP:** Based on the evaluation of responses to 19-RFQ-02, only Qualified Offerors may respond to this RFP.
- I.13 EVALUATION OF RESPONSIVENESS:** The Agency determines how completely and satisfactorily proposals meet the responsiveness requirements of this Solicitation. The Agency considers the information provided and the quality of that information when evaluating proposals. If the Agency finds a failure or deficiency, the Agency may reject the proposal or reflect the failure or deficiency in the evaluation.

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

- Proposal Checklist (Section 1)
- Technical Proposal (Section 2)
- Pricing Proposal (Section 3)
- Attachments AA to NN

## INSTRUCTIONS

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

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

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

- I.15 SELECTION OF OFFERORS.** The table below shows elements of responsibility that the Agency will evaluate, with their relative weights in point format—including both the maximum points awarded and the minimum points needed for each requirement. Failure to obtain the minimum number of points needed in any element of responsibility will automatically disqualify the entire proposal. The Offeror with the highest total points (out of a possible maximum of 1,000 points) will be selected for contract award.

Section	Elements of Responsibility for Evaluation	Maximum Points Awarded	Minimum Points Needed
2.4	Overall strength of proposed staff (including subcontractors)	100	50
2.6.1, 2.6.2, 2.6.3	Understanding of evaluation goals and risks	50	25
2.6.4	Demonstrated sensitivity to stakeholders concerns and input, including approach(es) to recognizing social, economic, and cultural differences	50	25
2.6.5	Ability to mobilize rapidly for the Phase One evaluation	50	25
2.6.6, 2.6.7	Strength of proposed approach to identified evaluation topics	250	125
2.6.6	Identification and proposed approach to the evaluation of social, environmental and economic benefits	150	75
2.6.6	Approach to data collection and handling of confidential/sensitive data	100	50
2.6.8	Approach to provision of ad-hoc support	50	25
3	Reasonableness of pricing proposal (including billing rates)	100	50
JJ	Relevance and strength of references	100	50

## INSTRUCTIONS

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- I.16 MINORITY, FEMALE, AND PERSONS WITH DISABILITY PARTICIPATION AND UTILIZATION PLAN:** This Solicitation contains a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the procurement and contracting processes. **The utilization goal is 20% of the contract amount**, and is based on the availability of certified vendors (under the Illinois Business Enterprise Program or “BEP”) to perform the anticipated direct subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, the Agency will award this contract to a Vendor that meets this goal, or makes good faith efforts to meet this goal.

**Failure to submit a Utilization Plan (see Attachment MM) as instructed in this solicitation will render the offer non-responsive.**

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

All questions regarding the subcontracting goal must be directed to the Agency BEP Liaison prior to submission of proposals.

BEP Liaison: Leslie Taylor

Phone Number: (312) 814-4791

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

Offerors who submit proposals in response to this RFP shall not be given a period after the proposal opening date to cure deficiencies in the Utilization Plan unless mandated by federal law or regulation. Businesses included on Utilization Plans as meeting BEP requirements as prime vendors or subcontractors must be certified by CMS as BEP vendors prior to contract award. Go to:

[https://www2.illinois.gov/cms/business/sell2/bep/Pages/Vendor\\_Registration.aspx](https://www2.illinois.gov/cms/business/sell2/bep/Pages/Vendor_Registration.aspx) for complete requirements for BEP certification.

- I.17 SUBCONTRACTING:** Subcontractors are allowed. For the purposes of this section, subcontractors are those specifically hired to perform all or part of the work that is the subject of this Solicitation. If subcontractors are to be utilized, in response to this Solicitation, Offerors must identify subcontractors with an expected annual value of more than \$50,000 and the expected amount of money each will receive under the contract. A Subcontractor Disclosure form is provided in the Solicitation as Attachment EE.

## INSTRUCTIONS

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**I.18 TIMELINE:** The Agency plans to follow the timeline below to contract for the professional services of a Procurement Administrator:

- RFP Issued: May 10, 2019
- RFP Offerors Conference Call: May 16, 2019, 2 PM CPT<sup>7</sup>
- Deadline to submit written questions: May 20, 2019 5 PM CPT
- RFP Responses Due: May 31, 2019 5 PM CPT
- Award made: June 26, 2019 (Tentative)
- Contract start date: July 1, 2019 (Tentative)

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<sup>7</sup> Please send an e-mail to the Solicitation Contact listed above to request the call-in number for this call.

## SECTION 1 – CHECK LIST

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### 1. PROPOSAL CHECK LIST

By completing and signing this form, the Offeror makes a Proposal to the Agency that the Agency may accept. Offeror should also use this form as a final check to ensure that all required documents are completed and included with the proposal. Offeror must mark each blank below as appropriate. Offeror understands that failure to submit all required documents is cause for disqualification.

#### CHECKLIST:

- 1.1. SOLICITATION REVIEW:** Offeror reviewed the Solicitation, including all referenced documents, and instructions, completed all blanks, provided all required information, and demonstrated how it will meet the requirements of the Agency.  
 Yes  No
- 1.2. INCORPORATION OF 19-RFP-02 BY REFERENCE:** Offeror acknowledges that this Solicitation (19-RFP-02) and Offeror's Proposal to it will be incorporated and made part of any subsequent contract by reference.  
 Yes  No
- 1.3. ADDENDA:** Offeror acknowledges receipt of any and all addendums to this Solicitation and has taken those into account in making this Offer.  
 Yes  No  N/A
- 1.4. SUBMISSION OF TECHNICAL PROPOSAL – Section 2:** Offeror is submitting a complete and responsive technical proposal, in a properly labeled container or e-mail, to the correct location, and by the due date and time.  
 Yes  No
- 1.5. SUBMISSION OF PRICING PROPOSAL – Section 3:** Offeror is submitting a pricing proposal, including Attachment NN, in a properly labeled container or e-mail, to the correct location, and by the due date and time.  
 Yes  No
- 1.6. STATE OF ILLINOIS STATE BOARD OF ELECTIONS CERTIFICATION:** If required to register, Offeror included a copy of its State Board of Elections Certificate, Attachment AA.  
 Yes  No  N/A
- 1.7. STATE OF ILLINOIS AUTHORIZATION TO DO BUSINESS IN ILLINOIS:** Offeror included a copy of its Certificate of Good Standing, Attachment BB.  
 Yes  No  N/A
- 1.8. STATE OF ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACTS NUMBER:** Offeror completed and submitted the applicable IDHR Public Contract Number, Attachment CC.  
 Yes  No

## SECTION 1 – CHECK LIST

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- 1.9. STATE OF ILLINOIS STANDARD TERMS AND CONDITIONS:** Offeror reviewed the State of Illinois Standard Terms and Conditions, Attachment DD.  
 Yes  No
- 1.10. STATE OF ILLINOIS SUBCONTRACTOR DISCLOSURES:** Offeror reviewed, completed and signed the Subcontractor Disclosures form, Attachment EE.  
 Yes  No  N/A
- 1.11. STATE OF ILLINOIS STANDARD CERTIFICATIONS:** Offeror reviewed and signed the State of Illinois Standard Certifications, Attachment FF.  
 Yes  No
- 1.12. STATE OF ILLINOIS FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST:** Offeror completed, signed and submitted the Financial Disclosures and Conflicts of Interest forms, Attachment GG.  
 Yes  No
- 1.13. STATE OF ILLINOIS DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN:** Offerors completed and submitted the Disclosure of Business Operations with Iran form, Attachment HH.  
 Yes  No
- 1.14. STATE OF ILLINOIS BUSINESS AND DIRECTORY INFORMATION:** Offeror completed and submitted the Business and Directory Information form, Attachment II.  
 Yes  No
- 1.15. STATE OF ILLINOIS REFERENCES:** Offeror completed and submitted references, Attachment JJ.  
 Yes  No
- 1.16. STATE OF ILLINOIS SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS:** Offeror completed, signed and submitted the Solicitation and Contract Terms and Conditions Exceptions form, Attachment KK.  
 Yes  No
- 1.17. STATE OF ILLINOIS TAXPAYER IDENTIFICATION NUMBER:** Offeror completed, signed and submitted the Taxpayer Identification Number form, Attachment LL.  
 Yes  No
- 1.18. STATE OF ILLINOIS MINORITY, FEMALE, PERSONS WITH DISABILITIES STATUS PARTICIPATION AND UTILIZATION PLAN:** Offeror provided a Participation Plan in accordance with the State of Illinois Minorities, Females and Persons with Disabilities Participation and Utilization Plan, Attachment MM.  
 Yes  No
- 1.19. PRICING PROPOSAL DETAILS SPREADSHEET:** Offeror provided the Pricing Proposal Details Spreadsheet contained in Attachment NN to support the Price Quotes contained in Sections 3.1, 3.2 and 3.3.  
 Yes  No

## SECTION 1 – CHECK LIST

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

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

Yes  No

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

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

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

## SECTION 2 – TECHNICAL PROPOSAL

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### 2. SPECIFICATIONS AND TECHNICAL PROPOSAL

**2.1. GOAL:** The Agency seeks a qualified and responsible Evaluator to conduct evaluations that review and report on the Illinois Solar for All Program and the performance of the third-party program administrator.

**2.2. SERVICES REQUIRED:** The Agency seeks expert evaluation services from qualified Offerors that have previously been deemed to have met the qualifications contained in 19-RFQ-02.

**Phase One:** The Evaluator will provide the Agency with a Phase One Evaluation Report of the Illinois Solar for All Program that will be a limited-scope review of the stakeholder outreach process, development of program materials and guidelines, initial Approved Vendor registration and initial project applications, and the development and implementation of grassroots education efforts.

**Phase Two:** For Phase Two of the Evaluation, the Evaluator, with input from the Agency and stakeholders, will develop a more robust evaluation plan to evaluate, at minimum, the following:

1. Statutory Required Metrics:
  - a. Number of projects installed
  - b. Total installed capacity in kilowatts
  - c. Average cost per kilowatt of installed capacity
  - d. Number of jobs or job opportunities created
  - e. Economic, social, and environmental benefits created
  - f. Total administrative costs

Each of these metrics should be individually evaluated under the following categories:

- i. In total across all of Illinois Solar for All Program
  - ii. By sub-program (distributed generation (“DG”), Non-profit/Public Facilities, Community Solar, Community Solar Pilot)
  - iii. For DG and Community Solar, by owners and renters
  - iv. By business model (e.g., purchase, lease, power purchase agreement)
  - v. By geographic regions including, but not limited to Environmental Justice communities, Low-income communities, rural, suburban, and urban areas
  - vi. Other socioeconomic or demographic characteristics proposed by the Evaluator and/or stakeholders
2. Jobs and job opportunities created should be further evaluated by:
    - a. Construction/installation jobs created
    - b. Jobs created in other parts of the solar workforce (e.g., sales, system design, general construction/trades)
    - c. Permanent versus temporary jobs created
    - d. Percent of installation hours by qualified job trainees
    - e. Supply chain jobs created
    - f. Indirect and induced jobs created
    - g. Average wages/salaries

## SECTION 2 – TECHNICAL PROPOSAL

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- h. Effectiveness of coordination of job training providers and Approved Vendors/installers
- 3. Economic, social, and environmental benefits should be considered by evaluating, at a minimum, the following:
  - a. Impact of the program on the energy costs of participants to assess how the benefits created by the program reduces their energy burden
  - b. Correlation between locations of installations and where job trainees live
  - c. Percent of domestically produced panels
  - d. Non-energy benefits including impact on community awareness or other measures for well-being
  - e. Impact on reliability of the electric distribution system
  - f. CO<sub>2</sub> reductions
  - g. Energy and emissions equivalencies (e.g., homes powered, fossil fuel displacement equivalencies)
  - h. Other environmental benefits proposed by the evaluator and/or stakeholders

In addition to the statutorily required metrics, the evaluation should also consider the following:

- 4. Performance Metrics
  - a. Incentive dollars awarded
  - b. All-in average cost per kilowatt-hour of expected production
  - c. Housing stock issues that prevented participation in the Distributed Generation Program
  - d. Rate of projects that are not completed (and contributing factors)
  - e. Complaints/participant satisfaction with Approved Vendors
  - f. Average savings by business model types
- 5. Evaluation of Program Administrator's performance
  - a. Overall assessment of how the Program Administrator developed and implemented this new program
  - b. The success of outreach undertaken by the Program Administrator, including engagement with community groups and stakeholders through both stakeholder sessions and comments received
  - c. Program Administrator's work with Approved Vendors to educate them on criteria and measurements of success as well as how the Program Administrator worked with struggling or non-compliant Approve Vendors to inform and support their path back to compliance
  - d. Surveys of Approved Vendors regarding their experience with the Program Administrator
  - e. Effectiveness of grassroots education campaigns and impact on increased uptake of solar projects
  - f. Coordination efforts undertaken by the Program Administrator to connect people with both job training and solar opportunities

In addition, it is expected that the Evaluator will seek additional stakeholder feedback on the scope of the evaluation and incorporate those recommendations to the extent practicable.

**SECTION 2 – TECHNICAL PROPOSAL**

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**2.3. DELIVERABLES:** The successful Offeror will be able to assist the Agency to meet several expected deliverables:

2.3.1. Program Launch Evaluation (Phase One). By August 5, 2019, provide a draft high-level evaluation report on the program launch of Illinois Solar for All. By September 5, 2019, provide a final report.

2.3.2. Full Program Evaluation (Phase Two). On a periodic basis provide a total of three (3) interim progress evaluation reports, due dates are specified in Attachment NN – Pricing Proposal. The IPA expects to update the Long-Term Plan in 2021 (with changes to take effect in January 2022) and will use the Full Program Evaluation to inform any proposed changes. By July 1, 2021, the Evaluator should provide a full evaluation report based on the scope described in Section 2.2.

2.3.3. 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. PROPOSED STAFF:** Using a table similar to the one shown below, please provide a schedule of all staff members, including subcontractors, if any, to be assigned to support the Agency pursuant to this solicitation. Please insert additional rows as necessary. Note that billing rates by individual and title shall remain unchanged for the term of the contract.

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

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

**2.6. OFFEROR PROPOSED SOLUTIONS TO MEET THE AGENCY’S REQUIREMENTS:** Please respond separately for each of the following items. For each item please keep within the stated page limits.

2.6.1. Provide a high-level overview of Offeror’s understanding of (1) the Illinois Solar for All Program, (2) the Agency’s proposed implementation of the Program as outlined in Chapter 8 of the Long-Term Renewable Resources Procurement Plan, (3) the role and responsibilities of the Program Administrator, and (4) the goals of the independent evaluation of the program. (8 Pages)

## SECTION 2 – TECHNICAL PROPOSAL

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[Click here to enter text.](#)

- 2.6.2. Describe how components of the Illinois Solar for All Program are different from other programs that have been evaluated by the Offeror, and, if applicable, how the Offeror would adapt evaluation approaches to accommodate those differences. (4 pages)

[Click here to enter text.](#)

- 2.6.3. Describe the two or three most significant high-level risks or challenges related to the evaluation of the Illinois Solar for All Program, and describe how the Offeror's intended evaluation approach will mitigate those risks or challenges. (4 pages)

[Click here to enter text.](#)

- 2.6.4. Describe the Offeror's philosophy and approach to working with low-income households, and working with organizations that represent and/or support low-income individuals. What efforts will the Offeror take to ensure that the evaluation will be sensitive to, and respectful of, social, economic, and cultural differences? (4 pages)

[Click here to enter text.](#)

- 2.6.5. Phase One Report. The Evaluator will provide the Agency with a Phase One Evaluation Report of the Illinois Solar for All Program that will be a limited-scope review of the stakeholder outreach process, development of program materials and guidelines, initial Approved Vendor registration and initial project applications, and the development and implementation of grassroots education efforts.

The Phase One evaluation will have only approximately five weeks for the draft report and ten weeks for the final report. Please describe how the Offeror will mobilize resources to conduct the Phase One evaluation given the short amount of time available. (2 pages)

[Click here to enter text.](#)

For what items does the Offeror think it is realistic to review and develop recommendations on for purposes of the Phase One Evaluation Report? Based upon current program information available (see: [www.illinoissfa.com](http://www.illinoissfa.com)), as well as an expectation that some information on initial project applications will be available, describe the Offeror's proposal for developing the Phase One Report. (6 pages)

[Click here to enter text.](#)

- 2.6.6. Phase Two Report. For each of the following topics (adapted from Section 2.2. above) the Offeror should describe the Offeror's proposed approach to evaluation, including, but not limited to working with stakeholders to finalize evaluation scope, research design framework, data collection protocols and approach (including handling of confidential/sensitive data), and reporting. (25 pages)

1. Statutory Required Metrics

## SECTION 2 – TECHNICAL PROPOSAL

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2. Jobs and job opportunities created (including modeling approach used)
3. Economic, social, and environmental benefits (including the Offeror’s assessment of, and approach to, added benefits to be evaluated)
4. Performance Metrics

[Click here to enter text.](#)

- 2.6.7. Describe how the performance of the Program Administrator would be assessed, including how the evaluation approach would distinguish issues related to the performance of the Program Administrator versus performance of Approved Vendors or other entities? What approaches will the Offeror utilize to provide feedback to the Program Administrator for continuous process improvement outside of prescribed evaluation report? (8 pages)

[Click here to enter text.](#)

- 2.6.8. Describe the resources the Offeror has available for providing ad-hoc support and deliverables as requested by the Agency. (2 pages)

[Click here to enter text.](#)

- 2.6.9. Describe components of Offeror’s proposed approach that are not captured by other questions contained herein, and that could help distinguish the quality of the Offeror’s proposal from those of other respondents. (These should be substantive items, not marketing rhetoric.) (4 pages)

[Click here to enter text.](#)

- 2.7. References:** Please provide four references in Attachment JJ.

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

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

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

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

### SECTION 3 – PRICING PROPOSAL

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- 3. PRICING PROPOSAL:** Offeror shall submit Price Quotes to implement the Offeror’s proposed solutions in Section 2 above.

Please provide detailed information to support each Price Quote, including a breakdown of labor hours and rate by staff member, materials, and out-of-pocket and travel expenses. Price Quotes shall not include any taxes. Price Quotes shall be firm, not-to-exceed dollar amount, and remain valid for a period of at least sixty (60) days from the Proposal Due Date, or for the term of any awarded contract, which ever is later.

Please use the separate form provided by the IPA (Attachment NN) to detail the price breakdown to support each of the Price Quotes contained in Sections 3.1, 3.2, and 3.3.

Offeror’s Price Quotes, at the discretion of the Agency, may or may not serve as the basis for compensation terms of any resulting contract. Price Quotes submitted as part of the Offeror’s Proposal, however, will be used by the Agency to evaluate the Proposal, select the winning Offeror, and form the basis for negotiation of the final contract.

Failure to submit Prices Quotes as shown in Sections 3.1, 3.2, and 3.3 below (and to submit Attachment NN to support each Price Quote) will render Offeror’s entire Proposal non-responsive.

- 3.1. Phase One Evaluation.** Please provide a Price Quote to accomplish the Offeror’s proposed solution described in response to Section 2.6.5.

Phase One Evaluation	
Price Quote	\$ <a href="#">Click here to enter text.</a>

- 3.2. Phase Two Evaluation.** Please provide a Price Quote to accomplish the Offeror’s proposed solution described in response to Section 2.6.6.

Phase Two Evaluation	
Price Quote	\$ <a href="#">Click here to enter text.</a>

- 3.3 Ad-Hoc Services.** Please provide a Price Quote to provide up to 200 hours of ad-hoc services to the Agency. For the purposes of this Price Quote assume the services are split evenly between junior and senior staff.

Ad Hoc	
Price Quote	\$ <a href="#">Click here to enter text.</a>

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

[Click here to enter text.](#)

### SECTION 3 – PRICING PROPOSAL

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- 3.5. Type of Pricing:** The Illinois Office of the Comptroller requires the State to indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation. Pricing pursuant to this solicitation and subsequent contract is estimated not-to-exceed proposed amount.
- 3.6. Expenses Allowed:** Expenses  are not allowed  are allowed as follows:  
  
Only preapproved travel expenses in accordance with the State of Illinois Travel Guide: <https://www2.illinois.gov/cms/Employees/travel/Pages/default.aspx>.
- 3.7. DISCOUNT:** The State may receive a [Click here to enter text.](#) % discount for payment within 30 days of receipt of correct invoice.
- 3.8. TAXES:** Pricing shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable agency’s Illinois tax exemption number and federal tax exemption information.

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

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

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

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

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

**ATTACHMENT AA**

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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**

File Number      776-383-1



*To all to whom these Presents Shall Come, Greeting:*

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

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

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

  
*Jesse White*

OFFICE OF THE SECRETARY OF STATE  
100 SOUTH WASHINGTON STREET  
SPRINGFIELD, ILLINOIS 62779  
TEL: 217-243-1234  
WWW.CYBERDRIVEILLINOIS.COM

## 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 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.](#)

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.](#)

2. 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).
3. 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.
4. If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.
5. Offeror may obtain an application form by:
  - 5.1. 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).
  - 5.2. Internet: You may download the form from the Department of Human Rights' website at (<http://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx>).
  - 5.3. 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 July 1, 2019 through December 31, 2021. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

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

**1.2. RENEWAL:** The State may at its own discretion renew this contract.

1.2.1. Pricing for the renewal term(s), or the formula for determining price, will be based on the vendor's response to the Pricing Proposal Section of 19-RFP-02.

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 exercise the renewal options early based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

**1.3. TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

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

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

**1.4. TERMINATION FOR CONVENIENCE:**

1.4.1. This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in 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

# STANDARD TERMS AND CONDITIONS

## ATTACHMENT DD

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reimburse the State for its procurement planning costs associated with work performed.

- 1.4.2. The State may, for its convenience and with 30 days of prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

## 2. PAYMENT TERMS AND CONDITIONS:

- 2.1. **LATE PAYMENT:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 2.2. **VENDOR ASSURANCE:** The Vendor makes the following assurance and this assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier. The Vendor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in performance of this contract. The Vendor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy, as the Agency deems appropriate, which may include, but not limited to:
  - 2.2.1. Withholding payments;
  - 2.2.2. Assessing Sanctions;
  - 2.2.3. Liquidated Damages; and/or
  - 2.2.4. Disqualifying the Vendor from future contracting as non-responsible.
- 2.3. **EXPENSES:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 2.4. **PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, 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>.

# STANDARD TERMS AND CONDITIONS

## ATTACHMENT DD

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- 2.5. FEDERAL FUNDING:** This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 2.6. INVOICING:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may be required to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 2.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the Agency's Illinois tax exemption number and federal tax exemption information.
- 2.6.2. Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Illinois Power Agency
Attn:	Accounts Payable
Address:	105 W Madison Street, Suite 1401
City, State Zip	Chicago, IL 60602

- 3. ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4. SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized 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 percentage 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

## STANDARD TERMS AND CONDITIONS

### ATTACHMENT DD

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subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify, by written amendment to the Contract, the State of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

5. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the Agency, 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

## STANDARD TERMS AND CONDITIONS

### ATTACHMENT DD

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shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created, or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

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

## STANDARD TERMS AND CONDITIONS

### ATTACHMENT DD

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- 14. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 15. COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars, and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 16. BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees, or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.
- 17. APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADMIN. CODE 750. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at [www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp).
- 18. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 19. CONTRACTUAL AUTHORITY:** The Agency 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

## STANDARD TERMS AND CONDITIONS

### ATTACHMENT DD

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event of a conflict between the State's and the Vendor's terms, conditions, and attachments, the State's terms, conditions, and attachments shall prevail.

- 22. PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 23. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- 24. SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 25. WARRANTIES FOR SUPPLIES AND SERVICES**
- 25.1.** Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples, or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses arising from failure of the supplies to meet such warranties.
- 25.2.** Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.
- 25.3.** Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

## STANDARD TERMS AND CONDITIONS

### ATTACHMENT DD

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**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 the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

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

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

**ATTACHMENT EE**

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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 percentage of the awarded contract extent the information is known that each subcontractor is expected to receive pursuant to the Contract.

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

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

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

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

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

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

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

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

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

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

# STATE OF ILLINOIS

## STANDARD CERTIFICATIONS

### ATTACHMENT FF

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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 they are 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 they have not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal.

## STANDARD CERTIFICATIONS

### ATTACHMENT FF

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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 FF

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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 grants an exception. 30 ILCS 565.
19. Drug Free Workplace
  - 19.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
  - 19.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
22. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
23. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club.” 775 ILCS 25/2.
24. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.

## STANDARD CERTIFICATIONS

### ATTACHMENT FF

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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 GG

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

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

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

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

#### This disclosure is submitted for:

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

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

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

### ATTACHMENT GG

#### STEP 1

#### SUPPORTING DOCUMENTATION SUBMITTAL

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

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

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

- I will complete Step 2, Option B.

Option 6 – Sole Proprietorships

- I will skip to Step 3.

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

### ATTACHMENT GG

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

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

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

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

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

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

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

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

**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.

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

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

### ATTACHMENT GG

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

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

### ATTACHMENT GG

Please certify that the following statements are true.

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

Yes  No

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

Yes  No

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

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

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

## STEP 3

### DISCLOSURE OF LOBBYIST OR AGENT

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

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

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

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

### ATTACHMENT GG

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

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

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

### ATTACHMENT GG

#### STEP 4

#### PROHIBITED CONFLICTS OF INTEREST

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

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

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

#### STEP 5

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

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

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

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

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

### ATTACHMENT GG

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

### STEP 6

#### EXPLANATION OF AFFIRMATIVE RESPONSES

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

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

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

# FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

## ATTACHMENT GG

### STEP 7

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

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

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

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

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

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

# FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

## ATTACHMENT GG

### STEP 8

#### DISCLOSURE OF CURRENT AND PENDING CONTRACTS

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

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

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

Yes  No.

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
<a href="#">Click here to enter text.</a>				

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

### STEP 9

#### SIGN THE DISCLOSURE

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

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

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to [IPA's requirements](#). This disclosure information is submitted on behalf of:

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

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

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

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

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

### ATTACHMENT GG

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

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

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

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

**ATTACHMENT HH**

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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.](#)

## BUSINESS AND DIRECTORY INFORMATION

### ATTACHMENT II

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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.](#)
  
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.](#)

## BUSINESS AND DIRECTORY INFORMATION

### ATTACHMENT II

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9. Length of time in business

[Click here to enter text.](#)

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

[Click here to enter text.](#)

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

[Click here to enter text.](#)

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

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

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

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

12.4 Disadvantaged (49 CFR 6)  Yes

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

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

## REFERENCES

### ATTACHMENT JJ

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Provide references from established firms or government agencies other than the procuring agency that can attest to Offeror's experience and ability to perform the contract that is the subject of this solicitation.

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

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

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



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

**ATTACHMENT LL**

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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.](#)

## PRICING PROPOSAL DETAILS SPREADSHEET

### ATTACHMENT NN

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

The Agency has not identified specific NGIP Codes for the purposes of the Utilization Plan Waiver.

**Utilization Plan:**

<https://www2.illinois.gov/cpo/general/documents/bep%20utilization%20plan%20v.14.1.pdf>

**Subcontractor Letter of Intent Template:**

<https://www2.illinois.gov/cpo/general/documents/letter%20of%20intent%20template%20v.14.1.pdf>

# PRICING PROPOSAL DETAILS SPREADSHEET

## ATTACHMENT NN

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Please use this spreadsheet to provide details to support the Price Quotes contained in Sections 3.1, 3.2, and 3.3.

