



STATE OF ILLINOIS
REQUEST FOR PROPOSALS
ILLINOIS POWER AGENCY
PROFESSIONAL SERVICES – PROGRAM ADMINISTRATION
Reference Number 22-RFP-01

The Illinois Power Agency (“Agency” or “State”) is issuing this request for proposals (“RFP”) seeking qualified and responsible experts or expert firms (“Offerors”) to serve as the Program Administrator for the Adjustable Block Program (“ABP”). A brief background and description of the ABP and the Agency’s desired services is set forth below. The Agency welcomes responses from qualified Offerors able and willing to meet the requirements of this RFP. Evaluation of responses to this RFP and responses to the prior related Request for Qualifications (22- RFQ-01) will form the basis for determining the selected Offeror for a contract award. Only proposals from qualified respondents to 22-RFQ-01 shall be considered responsive to this RFP.

Information about the Adjustable Block Program and the responsibilities of its Program Administrator can be found in Section 1-75(c) of the Illinois Power Agency Act (20 ILCS 3855), Section 16-111.5(b)(5) of the Public Utilities Act (220 ILCS 5), and the Agency’s Long-Term Renewable Resources Procurement Plan. Offerors should note that significant changes to Section 1-75(c) were recently enacted through Public Act 102-0662¹ (the Climate and Equitable Jobs Act, or “CEJA”).

BACKGROUND: Public Act 99-0906 (also known as the Future Energy Jobs Act) was enacted into law on December 7, 2016 and became effective on June 1, 2017. Among other changes to Illinois law, P.A. 99-0906 amended and expanded the Illinois Renewable Portfolio Standard (“RPS”) by requiring the development of programs for the procurement of renewable energy credits (“RECs”) from new distributed generation photovoltaic systems and community solar projects in addition to the competitive procurement processes traditionally conducted by the Agency. These programs include the Adjustable Block Program and the Illinois Solar for All (“ILSFA”) Program. This RFP is for Program Administration related to the Adjustable Block Program.

The details of the implementation of the ABP were initially specified by the Agency through its Long-Term Renewable Resources Procurement Plan (“LTRRPP”) which was developed by the Agency in 2017 and approved by the Illinois Commerce Commission (“ICC” or “Commission”) in April of 2018. The Agency subsequently revised the LTRRPP in 2019 and the Revised LTRRPP was approved by the Commission in February of 2020. The Agency released a draft second revised LTRRPP on August 16, 2021 for public comment, but subsequently withdrew that plan due to the enactment CEJA. Under P.A. 102-0662, the Agency is required to develop a new Revised LTRRPP and release it for public comment by January 13, 2022 (with Commission approval expected by July, 2022). Copies of these plans and related materials can be found at https://www2.illinois.gov/sites/ipa/Pages/Renewable_Resources.aspx.

The Adjustable Block Program is designed for the “procurement of renewable energy credits from new photovoltaic projects that are distributed renewable energy generation devices and new photovoltaic community renewable generation projects” through 15-year or 20-year REC delivery contracts, and the Illinois RPS requires that the Adjustable Block Program “shall be designed to provide a transparent schedule of prices and quantities to enable the photovoltaic market to scale up and for renewable energy credit prices to adjust at a predictable rate over time.”² As a prior block fills through developers’ proposed photovoltaic projects, a new block opens at a different (and possibly lower) REC price, requiring active management and administration for successful implementation of the program.

¹ See: <https://www.ilga.gov/legislation/publicacts/102/PDF/102-0662.pdf>.

² 20 ILCS 3855/1-75(c)(1)(K).

INTRODUCTION

The Agency is authorized to “retain one or more experts or expert consulting firms to develop, administer, implement, operate, and evaluate the Adjustable Block program[.]”³ The Agency issued an RFQ and subsequent RFP in 2018 to select a Procurement Administrator who supported the Agency in the initial development and launch of the ABP. The Agency issued 22-RFQ-01 in July of 2021 as the first step in the process of selecting a Procurement Administrator with resources and experience sufficient to manage the next phase of the ABP, including the changes and expansion of the program resulting from the enactment of Public Act 102-0662. This RFP, 22-RFP-01, represents the second stage of that process.

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

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

If chosen through this RFP process, the selected Offeror will be expected to enter into a binding contract with the Agency. The Award Notice to the selected Offeror is subject to approval by the Illinois Commerce Commission. Once approved, the resulting contract with the awarded Offeror shall have an initial term of approximately two years, with the possibility for three additional one-year renewal term years.⁴

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

³ 20 ILCS 3855/1-75(c)(1)(M).

⁴ The initial term may be adjusted from two years to allow for the synchronization with the State Fiscal Year, which begins on July 1 of each year.

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INSTRUCTIONS

INSTRUCTIONS FOR SUBMITTING PROPOSALS

- I.1 HOW TO ENTER INFORMATION:** Type information in the text fields provided. Text fields are indicated by the instruction “[Click here to enter text.](#)” in red font. If the information requested does not apply to the Offeror, then enter “N/A” into the text field. Please enter the requested information or N/A into every red text field. If appropriate, provide a brief explanation of why the field is not applicable. In addition, provide price quotes as requested in Section 3. Price quotes shall be firm and remain valid for a period of at least sixty (60) days from the Proposal Due Date stated below.
- I.2 PUBLISHED PROCUREMENT INFORMATION:** Although this solicitation is exempt from the Illinois Procurement Code, the Agency may use State websites, in addition to other resources, to disseminate information about this solicitation. The State publishes procurement information, including updates, on the Illinois Procurement Bulletin (www.bidbuy.illinois.gov/), Illinois Public Higher Education Procurement Bulletin (www.procure.stateuniv.state.il.us/), Transportation Procurement Bulletin (idot.illinois.gov/doing-business/procurements/index) or the Illinois Capital Development Board Bulletin (www2.illinois.gov/cdb/procurement/Pages/default.aspx). The Agency will also post this solicitation and related documents and announcements to its website (<http://www.illinois.gov/sites/ipa>). Procurement information may not be available in any other form or location. Offeror is responsible for monitoring the Bulletin selected by the Agency for this procurement. The Agency will not be held responsible if Offeror fails to receive the optional e-mail notices.
- I.3 SOLICITATION CONTACT:** The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate with the Solicitation Contact. The Agency shall not be held responsible for information provided to or from any other person.

Solicitation Contact: Sanjay Patel	Phone: 312-814-1355
Agency: Illinois Power Agency	Fax: 312-814-0926
Street Address: 105 W Madison Street, Suite 1401	Email: sanjay.patel@illinois.gov
City, State Zip: Chicago, IL 60602	TDD: 866-846-5276

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

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I.4 OFFEROR QUESTIONS AND AGENCY RESPONSE: All questions, other than those raised at any Offeror conference, that pertain to this solicitation must be submitted in written form and submitted to the Solicitation Contact no later than November 5, 2021. Questions received and Agency responses may be posted as an Addendum to the original solicitation on the Agency website; only these written answers to questions shall be binding on the Agency. Offerors are responsible for monitoring the Agency website.

I.5 REQUIRED MEETINGS:

Offeror Conference: Yes No

Mandatory Attendance: Yes No

Date: November 3, 2021

Time: 2 pm CPT

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

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

Proposal Due Date & Time:

Date: December 20, 2021

Time: 5:00 pm CPT

If submitting in hard copy, deliver proposals to:

Agency: Illinois Power Agency
Attn: Sanjay Patel (sanjay.patel@illinois.gov)
Address: 105 W Madison Street, Suite 1401
City, State Zip: Chicago, IL 60602
Solicitation Title & Reference # Request for Proposals – Adjustable Block Program Administrator, 22-RFP-01 Offeror Name: _____

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

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I.7 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS:

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

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

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

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

Sections:

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

Attachments:

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

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

I.9 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT: Proposals become the property of the Agency. Proposals, including late submissions will not be returned. All proposals will be open to

⁵ See also Public Act 102-0662 which has not included in the compiled statutes.
<https://www.ilga.gov/legislation/publicacts/102/PDF/102-0662.pdf>.

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the public under the Illinois Freedom of Information Act (“FOIA”) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Proposal that the Agency treat certain information as confidential. A request for confidential treatment will not supersede the Agency’s legal obligations under FOIA. The Agency will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the Agency will disclose the successful Offeror’s name, the substance of the Offer, and the price upon final contract award. If Offeror requests confidential treatment, Offeror must submit one additional copy of the Proposal with proposed confidential information redacted. This redacted copy must describe the general nature of the material removed and shall retain as much of the Proposal as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Illinois law and include a detailed justification for exempting the information from public disclosure. Offeror will hold harmless and indemnify the Agency for all costs or damages associated with the Agency defending Offeror’s request for confidential treatment. Offeror agrees the Agency may copy the Proposal to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.

- I.10 RESERVATIONS:** Offeror must read and understand the Solicitation and tailor the Proposal and all activities to ensure compliance. The Agency reserves the right to amend the Solicitation, reject any or all proposals, and waive minor defects. The Agency may request a clarification, inspect Offeror’s premises, interview staff, request a presentation, or otherwise verify the contents of the Proposal, including information about subcontractors and suppliers. The Agency will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the Agency and in accordance with rules and other applicable state and federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the Agency. If an Offeror does not comply with requests for information and cooperate, the Agency may reject the Proposal as non-responsive to the Solicitation. Submitting a Proposal does not entitle Offeror to an award or a contract. Posting Offeror’s name in a Bulletin notice does not entitle Offeror to a contract. The Agency is not responsible for and will not pay any costs associated with the preparation and submission of any Proposal. Short-listed Offeror(s) shall not commence, and will not be paid for, any billable work prior to the date all parties execute the contract unless approved in writing in advance by the Agency Director (or designee).
- I.11 AWARD:** The Agency is not obligated to award a contract pursuant to this solicitation. This solicitation and any selection and award process will follow the process outlined in Section 1-75(c) of the Illinois Power Agency Act (20 ILCS 3855/1-75(c)) and Section 16- 111.5(b)(5) of the Public Utilities Act (220 ILCS 5/16-111.5(b)(5)). As a result of this solicitation, the Agency may select the winning Offeror based on the winning proposal and may award a contract for up to an approximately five-year term (two years to start,⁶ with up to three additional one-year contract renewals). If the Agency issues an award as the result of this solicitation, the award will be made to the Responsible Offeror who best meets the specified requirements of this solicitation and any subsequent RFP. The approval of any contract resulting from the RFP will be subject to approval by the Illinois Commerce Commission, as required by Section 1-75(c)(1)(M) of the Illinois Power Agency Act and Section 16-111.5(b)(5) of the Illinois Public Utilities Act (220 ILCS 5).
- I.12 INCORPORATION OF 22-RFP-01 BY REFERENCE:** This Solicitation (22-RFP-01) and associated Offeror’s Proposal, and 22-RFQ-01 and associated Offeror’s Submittal of Qualifications will be incorporated and made part of any subsequent awarded contract by reference.

⁶ The initial term may include an adjustment to synchronize the contract term with the State fiscal year that begins on July 1 of each year.

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I.13 PREQUALIFICATION TO RESPOND TO RFP: Based on the evaluation of responses to 22-RFQ-01, only qualified and short-listed Offerors may respond to this RFP.⁷

I.14 EVALUATION PROCESS: The Agency determines how completely and satisfactorily submittals meet the Responsiveness and Responsibility requirements. Submittals that fail to meet minimum Responsiveness and Responsibility requirements will not be considered for subsequent evaluation. The Agency considers the information provided when evaluating submittals. If the Agency finds a failure or deficiency, the Agency may reject the submittal or reflect the failure or deficiency in the evaluation.

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

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

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

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

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

The Agency will determine whether the Proposal meets the stated requirements in this Solicitation. 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 to correct deficiencies as a condition of further evaluation. If no Offeror meets a particular

⁷ See: <https://www2.illinois.gov/sites/jpa/Documents/22-RFQ-01ResponsesReviewed.pdf>.

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requirement, the Agency may waive that requirement.

- I.15 SELECTION OF OFFERORS.** The table below shows elements of responsibility that the Agency will evaluate, their relative weights in point format - the maximum points awarded, and the minimum points needed for each requirement. Failure to obtain the minimum number of points needed in any element of responsibility will automatically disqualify the entire proposal. The maximum total number of points for Responsibility is 1,000. The resulting total number of points (Offeror Responsibility Points) will be used by the Agency as an input to the evaluation of the Offeror’s proposal, Section I-17 below.

Elements of Responsibility for Evaluation		Maximum Points Awarded	Minimum Points Needed
Section			
2.2 (A)	Understanding of Program	80	40
2.2 (B)	Program Transition	50	25
2.2 (C)	Approved Vendor and Designee Management Processes	50	25
2.2 (D)	Application Processing and Review	50	25
2.2 (E)	Post Application Approval Tasks	50	25
2.2 (F)	REC Contract Invoicing	50	25
2.2 (G)	Support	50	25
2.2 (H)	Communications	80	40
2.2 (I)	Consumer Protections	80	40
2.2 (J)	Labor Standards, Diversity, Equity, Inclusion, and Community-Based Projects	80	40
2.2 (K)	References	80	40
2.3	Milestones and Deliverables	50	25
2.4	Staff Specifications and BEP Compliance	50	25
2.5	Where Services are to be Performed	50	25
I.16	Interview/Presentation	100	50
3.3	Reasonableness of Pricing Components	50	25

I.16 INTERVIEW/PRESENTATION

The Agency will invite Offerors to one or more web-based presentations, or potentially in-person interviews, to answer questions the Agency may have after evaluating the Offeror’s Proposal.

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

- I.17 PRICE EVALUATION AND SELECTION OF OFFEROR FOR CONTRACT AWARD:** In addition to evaluating the reasonableness of pricing components the Agency also evaluates the Fixed Price Quote listed in Section 3.2 by using the following point system. The maximum number of points for the Fixed Price Quote will be 100 (“Maximum Price Points”). The Agency will determine price points for each Offeror using the following formula:

$$\text{Offeror Price Points} = \text{Maximum Price Points (100)} \times \left(\frac{\text{Lowest received Fixed Price Quote}}{\text{Offeror's Fixed Price Quote}} \right)$$

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

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

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

This Solicitation contains a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the procurement and contracting processes. The utilization goal is 30% of the contract amount and is based on the availability of certified vendors (under the Illinois Business Enterprise Program or "BEP") to perform the anticipated direct subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, the Agency will award this contract to an Offeror that meets this goal or makes good faith efforts to meet this goal.

Please note that this percentage has been increased from the 20% specified in the Request for Qualifications, 22-RFQ-01. The intent of this increase is to align with the broad equity and diversity goals contained in Public Act 102-0662, as well as to align with the goals of Public Act 101-0657, which updated a wide range of procurement goals and standards for the State of Illinois.

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

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

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

Leslie Taylor
Phone Number: (312) 814-4791
E-mail Address: Leslie.Taylor@illinois.gov

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

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The Utilization Plan and Template is contained in Attachment MM along with a list of applicable NIGP Codes.

- I.19 SUBCONTRACTING:** Subcontractors are allowed. For the purposes of this Section, subcontractors are those specifically hired to perform all or part of the work covered by the expected contract. If subcontractors are to be utilized in response to this Solicitation, Offerors must identify subcontractors with an annual value of more than \$50,000 and the expected amount of money each will receive under the contract. A Subcontractor Disclosures form is provided in the Solicitation as Attachment EE.

SECTION 1 - PROPOSAL CHECKLIST AND SIGNATURE PAGE

1. PROPOSAL TO PROVIDE PROFESSIONAL SERVICES - PROGRAM ADMINISTRATION

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

CHECKLIST:

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

Yes No

- 1.2. INCORPORATION OF 22-RFP-01 BY REFERENCE:** Offeror acknowledges that this Solicitation (22- RFP-01) and Offeror's Proposal to it will be incorporated and made part of any subsequent contract by reference.

Yes No

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

Yes No N/A

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

Yes No

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

Yes No

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

Yes No N/A

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

Yes No N/A

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

Yes No

SECTION 1 - PROPOSAL CHECKLIST AND SIGNATURE PAGE

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

Signature of Authorized Representative: _____

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

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

SECTION 2 – TECHNICAL PROPOSAL

2. TECHNICAL PROPOSAL

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

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

The Agency’s vision is to provide a clean, reliable, equitable, and cost-effective energy future for residents and businesses across Illinois. The Adjustable Block Program is a key component of that vision as it is the program the Agency administers that directly impacts the most residents and businesses of the state. The Program Administrator will be expected to uphold the high standards of the Agency and ensure that the program successfully meets not only quantitative goals (e.g., filling block capacity) but qualitative goals of high-quality work products, positive experiences for customers and businesses, and adherence to equity, diversity, and labor standards.

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

With respect to program administration, the Agency’s foremost concerns are, first, ensuring that programs are administered with the utmost integrity and to the highest ethical standards, and next, ensuring that the programs it administers serve to provide positive experiences for the Illinois residents and businesses whose funding make those programs possible. With new provisions in Illinois law providing requirements for diversity, equity, and robust labor standards, the IPA wishes to underscore that *how* the clean energy market grows in Illinois is just as important—if not more important—as ensuring that the clean energy economy grows at expected rates. Meeting both the letter and the spirit of these important new requirements is central to how the Agency will evaluate the success of program administration. In addition, with increased public support now authorized for the Adjustable Block Program (as overall RPS budgets have expanded to approximately two and a half times greater than prior budgets), the Agency expects that additional attention and interest will now be focused on those programs. Meeting that new interest through providing useful pathways for public engagement (websites, program materials, analyses, etc.) will be of heightened importance as the program expands over the coming years.

SECTION 2 – TECHNICAL PROPOSAL

2.2. EXPERTISE, EXPERIENCE, AND SERVICES REQUIRED:

The Program Administrator, with input from the Agency, will be required to complete, at minimum, the following ongoing tasks to ensure comprehensive and compliant administration of the ABP, pursuant to Section 1-75(c) of the Illinois Power Agency Act (including recent changes pursuant to Public Act 102-0662), the Agency's Long-Term Renewable Resources Procurement Plan, and any applicable subsequent legislative changes.

The following tasks were listed in 22-RFQ-01:

- Manage Approved Vendor and Approved Vendor Designee application approval, renewal, registration, and training.
- Maintain and update Program Manual and associated policies and procedures.
- Maintain program website and online portal for Approved Vendors to submit projects and collect application fees; maintain an online dashboard to show block status and other relevant program data and information.
- Provide technical support to Approved Vendors and Designees.
- Generate and manage consumer protection-related documents, including disclosure forms for distributed generation projects and community solar subscribers.
- Review and approve project applications.
- Prepare REC delivery contracts for ICC approval and utility execution.
- Monitor ongoing project development status.
- Verify information submitted for the completion of projects.
- Calculate REC payment amounts and process approvals for payments.
- Monitor community solar subscription levels on a quarterly basis and calculate REC payment adjustments as applicable.
- Conduct project inspections for quality assurance purposes.
- Review Annual Reports submitted by Approved Vendors and verify ongoing REC delivery performance.
- Manage annual Approved Vendor re-registration process
- Provide information for the public through the consumer-facing Illinois Shines website while also maintaining the program brand, maintaining online lists of Approved Vendors and community solar projects, providing public information on consumer complaints and disciplinary actions, and providing educational materials related to distributed generation and community solar.
- Oversee Approved Vendor and Designee compliance with Program consumer protection requirements.
- Receive, investigate, and work towards resolution for consumer complaints.
- Monitor social media related to program.
- Staff call center to answer questions or comments related to the operations of the Program.
- Maintain program database(s) and provide reports to the IPA, including data analysis about program trends and suggestions for program improvements.
- Provide technical and policy support to the Agency, as needed, in the development of new program components, requirements, and terms and conditions.
- Coordinate with utilities on project and contract management including provision of reports as needed to monitor project statuses, and facility correct invoicing.

SECTION 2 – TECHNICAL PROPOSAL

- Under the direction of the IPA coordinate with other state agencies including the Illinois Commerce Commission and the Office of the Illinois Attorney General on regulatory and program-related matters.
- Assist in workforce development efforts to the extent feasible.

In addition to these tasks previously listed in 22-RFQ-1 the Agency has identified the following tasks that will be expected of the Program Administrator as the result of the enactment of Public Act 102-0662:

- Reviewing and determining eligibility of Equity Eligible Contractors as program participants.
- Reviewing prevailing wage applicability as part of initial project applications, and compliance with prevailing wage requirements for affected projects as part of project completion verification.
- Expanded data collection on demographic information for Approved Vendors and projects.

The Program Administrator will also monitor program operations, share program activity with the Agency and stakeholders, and conduct regularly scheduled meetings to discuss program operations and market conditions. In addition, the Program Administrator will provide ad hoc support and deliverables that, from time to time, may be required to assist the Agency in meeting its statutory mission and regulatory requirements, such as reports or updates as may be required by the Illinois General Assembly or through Orders entered by the Illinois Commerce Commission.

The Approved Vendor will also coordinate as needed with the Illinois Solar for All Program Administrator(s) engaged by the Agency pursuant to Section 1-56(b)(5) of the Act. This will include support on preparation of REC contracts for Solar for All projects, coordination on Approved Vendor registrations between programs, and active information sharing on consumer complaints and disciplinary actions.

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

For the purpose of the following items, section references refer to sections of the Agency's Long-Term Renewable Resources Procurement Plan, and key documents and websites referenced include, but are not limited to:

- [Adjustable Block Program Website](#) (main program website)
- [Illinois Shines website](#) (consumer-oriented website)
- [Program Guidebook](#)
- [Consumer Protection Guidelines, Brochures and Disclosure Forms](#)
- [REC contract](#)
- [Approved Vendor Requirements](#)
- [Program Dashboard](#)

Offerors should also be aware of the changes to the ABP that will be implemented pursuant to Public Act 102-0662. These include, but are not limited to:

- Significant increase in RPS funding to allow for the ongoing opening of block capacity and the potential of a two and a half times increase in project application activity.

SECTION 2 – TECHNICAL PROPOSAL

- Increase of program categories to six with the addition of categories for community-driven community solar, public schools projects, and projects from equity eligible contractors.
- Prevailing wage requirements for applicable projects that will require review and verification.
- 20-year REC delivery contracts for traditional community solar projects and public school projects with a pay as RECs are delivered contract structure (rather than front-loaded scheduled payments).

Information about program updates and changes can be found at: <https://illinoisabp.com/reopening-updates/>. The Agency also hosted an educational webinar on Friday, October 22, 2021 on changes to the ABP program. A recording of that webinar can be found at: <https://www2.illinois.gov/sites/ipa/Pages/Events.aspx>.

A. Understanding of Program - Please limit response to a maximum of 20 pages.

1. Provide a high-level overview of Offeror’s understanding of (1) the Adjustable Block Program generally, (2) the current implementation of the program as can be found on the program websites, www.illinoisabp.com and www.illinoisshines.com, (3) changes to the program that are will be changing due to the enactment of Public Act 102-0662, and (4) the role and responsibilities of the Program Administrator.
2. Describe components of the Adjustable Block Program that are different from programs administered by the Offeror in other jurisdictions, and, if applicable, how the Offeror may adapt existing operational approaches to accommodate those differences.
3. Describe the two or three most significant operational risks or challenges that the Adjustable Block Program faces, and describe the Offeror’s intended strategy for mitigating or overcoming these problems.
4. Offeror may also describe components of Offeror’s proposed approach that are not captured by other questions contained herein, and that could help distinguish the quality of the Offeror’s proposal from those of other respondents. (These should be substantive items, not marketing rhetoric.)

[Click here to enter text.](#)

B. Program Transition - Please limit response to a maximum of 20 pages.

Describe how the Offeror would assume responsibility for the operations and management of the program from the incumbent Program Administrator. This should include a discussion of approach, key tasks, and assessment of risks. The response should specifically discuss:

1. Establishment of working relationship with the IPA, utilities, and Illinois Commerce Commission.
2. Development and implementation of the application portal (and back-end database systems) used by Approved Vendors and Designees for registration and project applications.
3. Assumption of management and updating of program websites.
4. Communication plan for program participants regarding change of program administration.

SECTION 2 – TECHNICAL PROPOSAL

5. Updating of program materials including, but not limited to the Program Guidebook, Marketing Guidelines, and brochures and disclosure forms.
6. Implementation of call center and other communications channels for program participants.

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C. Approved Vendor and Designee Management Processes

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

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

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

Public Act 102-0662 has introduced additional requirements for the Program, including a provision to procure RECs from systems developed by applicants that are equity eligible contractors. While the IPA is in the process of developing the initial guidelines surrounding the implementation of Public Act 102-0662, the IPA anticipates that the verification equity eligible contractors will be managed by the Program Administrator through the oversight of Approved Vendors and Designees.

For more information, see Section 1-10 and 1-75(c)(1)(K)(vi) of the IPA Act, and various other provisions of P.A. 102-0662.

Key Considerations

- Detailed review and evaluation of Approved Vendor applications (and re-registration materials) is essential to ensuring that REC Contracts – and thereby, state-administered incentive funds – are received only by entities that are fully vetted and approved by the Agency.
- Equity eligible contractor requirements remain under development at this time and will be finalized through the approval of the IPA’s next iterative Long-Term Plan.

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Proposed Solution (Maximum of 10 pages)

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

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D. Application Processing and Review

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

Disclosure Form Generation and Application Submission

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

1. Designee or Approved Vendor generates a Disclosure Form based on proposed basic project design
2. Disclosure Form is executed by the customer and submitted to the Program, thus initiating a new Part I project application
3. Approved Vendor completes of Part I application and submits the application to the Program in batches (which may include single project batches)
4. Application fee is paid by the Approved Vendor within 10 business days of application submittal
5. After ICC approval and a REC contract is awarded, Approved Vendor submits Part II application when the project is completed

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

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

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

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

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

Key Considerations

- The Program contains six distinct categories, three of which will be newly established categories pursuant to the recently enacted Climate and Equitable Jobs Act. The proposed solution must be able to identify project applications and allocate each application to its appropriate category and relevant REC price, which is necessary for generating the REC contract and ultimately invoicing.
- Part II review for community solar applications involves distinct items that differ from the Part II application review of Distributed Generation project applications. The Program Administrator must review a portion of disclosure forms from subscribers, as well as ensure that subscription levels are adequate before verifying the Part II community solar application. *Please note: disclosure forms for community solar projects are related to customer subscriptions and therefore are not submitted until the Part II application stage, and on an ongoing bases after Part II verification.*
- REC contracts (or subsequent product orders) are sent to the ICC for approval via a memo template. The Commission meets approximately every two weeks and each memo must be submitted to the Staff of the ICC eight business days prior to each meeting. In order to expedite the approval of projects for Approved Vendors this requires a steady stream of memo generation by the Offeror.
- The portal used for disclosure form generation/submission and project application submission/review must highly functional and interactive. Approved Vendors must be able to log-in to this system to submit applications and also access information about their applications' stage in the submission process and/or review process via a dashboard. The program administration team should be able to utilize the same system for reviewing and processing applications.

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Proposed Solution (Maximum of 10 pages)

1. Describe the Offeror’s past experience relevant to application processing for a program of this scale.
2. Describe the Offeror’s technical and staffing capacity proposed to meet this requirement. This should include staffing capacity for application review and processing as well as maintaining and upgrading the portal for application submittal.
3. Provide a narrative description of the Offeror’s approach to meeting this requirement.
4. Provide the Offeror’s assessment of risks and challenges to successful implementation, and Offeror’s proposed approach to address or mitigate those risks and challenges.

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E. Post Application Approval Tasks

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

Extension of Energization Deadline

Per the REC Contract, Distributed Generation systems must be Energized (Part II Verified) within 12 months of the system’s Trade Date. Similarly, Community Solar projects must be Energized withing 18 months of the system’s Trade Date. While most systems meet their scheduled energization deadline, many systems require extensions under the REC contract if this deadline cannot be met. The Offeror must keep track of granted extensions, updated scheduled energization deadlines for all systems in the Program, and support the Agency in ensuring extensions for systems that have not yet Energized are granted prior to the scheduled energization deadline.

Inspections

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

Annual Reporting

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

- For more information on inspections see Section 5.C of the Program Guidebook.
- For more information on Annual Reports, see Section 7 of the Program Guidebook.
- For more information on extensions, see Section 5.b of the REC Contract.

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

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Key Considerations

- Inspections are vital to ensuring compliance with the Program after Part II application verification. It is essential to confirm that systems that have or continue to receive public incentives are built to specifications provided and fully operational.
- The process for inspecting systems will need to remain flexible as the global COVID-19 pandemic changes. Inspections were made remote due to the pandemic and could return to in-person or hybrid approach in the future.
- The process around requesting and granting extensions relate to the terms outlined in the system’s REC Contract. When the REC Contract is updated for Program reopening in December 2021, systems that utilize the new REC Contract may have different requirements for energization and seeking an extension of the scheduled energization deadline.

Proposed Solution (Maximum of 10 pages)

1. Describe the Offeror’s past experience relevant to inspections of solar projects in a public-facing program.
2. Describe the Offeror’s past experience relevant to preparing and offering a reporting mechanism to participants in a public-facing program.
3. Describe the Offeror’s past experience relevant to tracking deadlines for extension requests and how the Offeror will ensure that deadlines are communicated to Approved Vendors.
4. Describe the Offeror’s technical and staffing capacity proposed to meet this requirement.
5. Provide a narrative description of the Offeror’s approach to meeting this requirement.
6. Provide the Offeror’s assessment of risks and challenges to successful implementation, and Offeror’s proposed approach to address or mitigate those risks and challenges.

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F. REC Contract Invoicing

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

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

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

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Key Considerations

- REC contracts feature a variety of payment schedules from one-time payments to quarterly payments over multiple years. The solution must correctly allocate projects to the appropriate payment structure. Please note that while under the current REC Delivery Contract payments are all on a quarterly basis, the new REC Delivery Contract for future projects will feature three different quarterly cycles meaning that invoices and netting statements will be generated on a monthly basis.
- Payments under community solar contracts are adjusted based upon verification of subscription levels on a quarterly basis. The solution must integrate the process for community solar subscription level verification into the correct generation of quarterly invoices.
- Certain project types will feature 20-year pay as delivered billing. The REC Delivery Contract for these projects (as well as a refreshed contract for other project types) is still under development. See <https://illinoisabp.com/rec-contract/> for the draft REC contracts released for stakeholder comment on October 19, 2021. The solution must be able to calculate monthly invoices based on this new payment schedule.

Proposed Solution (Maximum of 10 pages)

1. Describe the Offeror’s past experience relevant to the creation and issuing of invoices and netting statements.
2. Describe the Offeror’s technical and staffing capacity proposed to meet this requirement.
3. Provide a narrative description of the Offeror’s approach to meeting this requirement.
4. Provide the Offeror’s assessment of risks and challenges to successful implementation, and Offeror’s proposed approach to address or mitigate those risks and challenges.

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G. Support

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

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

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Key Considerations

- Program operations require technical support not only in terms of the ABP portal/application process, but also technical support/knowledge of the solar industry, including expertise on engineering matters and/or financing in the solar market.
- Program Administrator responsibilities include spotting potential issues in program operations/management through feedback from program participants, analyzing the issue, developing possible solutions, anticipating potential risks and/or threats, and providing technical, legal, and policy-related support to the IPA in determination of the appropriate path forward.

Proposed Solution (Maximum of 10 pages)

1. Describe the Offeror’s past experience relevant to the technical, legal, and operational support of the Program.
2. Describe the Offeror’s technical and staffing capacity proposed to meet this requirement.
3. Provide a narrative description of the Offeror’s proposed process to meet this requirement.
4. Provide the Offeror’s assessment of risks and challenges to successful implementation, and Offeror’s proposed approach to address or mitigate those risks and challenges.

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H. Communications

Program Guidebook and Other Program Documents

Flowing from the requirements outlined in the Long-Term Plan, the Adjustable Block Program relies on two main documents to ensure Program participants are aware of Program requirements as they evolve, the Program Guidebook and the Marketing Guidelines.

The **Program Guidebook** expands on requirements outlined in the Long-Term Plan and establishes requirements for Program participants in more detail than in the Plan. The Offeror must be thoroughly familiar with all requirements as outlined in the Program Guidebook for successful program administration. The Program Guidebook is updated on a quarterly basis.

The **Marketing Guidelines** establish requirements around Approved Vendor and Designee behavior during interactions with potential customers. The Marketing Guidelines act as the central document through which the Program relies for establishing requirements around consumer protections. The Offeror must be thoroughly familiar with the requirements as outlined in the Marketing Guidelines in order to ensure Approved Vendors and their Designees are acting in compliance with these requirements. The Marketing Guidelines are updated on an as needed basis.

Illinois Shines – Consumer Facing Brand

There are two distinct audiences that receive Program communications, 1) Approved Vendors/Designees and 2) a more general audience that includes but is not limited to residents of Illinois, external stakeholders, legislators, etc. These distinct audiences require different categories of information and a writing style appropriate for these distinct communications.

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The Offeror must communicate Programmatic updates to both of these distinct audiences on a regular basis and tailor communications accordingly. Communications for Approved Vendors and Designees occur through the Adjustable Block Program website (<https://illinoisabp.com/>) whereas communications for consumers and the general public occur through the Illinois Shines website (<https://illinoisshines.com/>). The Offeror must maintain both websites, accompanying email lists, and develop and publish announcements catered to each audience each time Program updates are needed.

Adjustable Block Program Social Media

The Offeror will maintain social media pages for both the Adjustable Block Program and Illinois Shines. While the program does not currently actively utilize social media, the Offeror should propose a solution to connect social media communications with Programmatic updates made via Program websites, as well as to monitor social media platforms for content related to the program.

- For more information on the Program Guidebook update process and previous versions of the Guidebook, see Section 9 of the Program Guidebook.
- For more information on the Marketing Guidelines, see Section 3 of the Program Guidebook.
- For more information on Illinois Shines, see Section 3.A of the Program Guidebook.

Key Considerations

- The Program maintains two different Marketing Guidelines documents, one specific to Distributed Generation and one specific to community solar. These two documents should mirror each other when and where applicable. However, distinct differences are needed between the two documents as the sale of a distributed generation system varies greatly from the sale of a community solar subscription.
- Consumer protections are of the utmost importance to the Agency. The Offeror must not only work to update the Marketing Guidelines on a regular basis but must always work to ensure that consumer protections are considered across all parts of the Program.
- Transparency is a key component that drives Programmatic communication. As a public program, there is an obligation to maintain the highest levels of transparency into Programmatic goings-on with both Program participants and the general public.

Proposed Solution (Maximum of 20 pages)

1. Describe the Offeror’s past experience relevant to maintaining a manual or guidebook document for participants in a public facing solar incentive program.
2. Describe the Offeror’s past experience relevant to running social media pages for a public facing solar incentive program.
3. Describe the Offeror’s past experience relevant to maintaining a website for a public facing solar incentive program.
4. Describe the Offeror’s technical and staffing capacity proposed to meet this requirement.
5. Provide a narrative description of the Offeror’s approach to meeting this requirement.
6. Provide the Offeror’s assessment of risks and challenges to successful implementation, and Offeror’s proposed approach to address or mitigate those risks and challenges.

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SECTION 2 – TECHNICAL PROPOSAL

I. Consumer Protections

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

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

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

Public Act 102-0662 introduced new provisions related to consumer protections within the program. The new provisions require the IPA to establish program requirements and minimum contract terms to ensure projects are properly installed and operating as expected; the Agency must establish one or multiple Consumer Complaints Centers to accept complaints regarding entities which participate in the program; and the IPA must schedule meetings with representatives of the Illinois Attorney General, the Illinois Commerce Commission, consumer protection groups, and other interested stakeholders to share relevant information about consumer protection, complaints received, and program compliance. Many of these items are already in use by the IPA, however, the IPA is currently reviewing Public Act 102-0662 in order to develop additional program guidelines as required by the law.

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

Key Considerations

- As the IPA does not have plenary market authority over Illinois solar developers, market monitoring through review of offers, advertisements, and social media presents challenges in determining whether an entity is engaged in violative conduct or conduct that sits outside of the program.
- The IPA is evaluating whether the establishment of a Consumer Complaint Center will rest entirely with the Program Administrator, but is nonetheless currently in the process of hiring a full-time Consumer Protection Counsel who will play a role in coordinating consumer protection efforts between the Agency and the Program Administrator, as well as across the larger consumer protection meetings contemplated by Public Act 102-0662.

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- Disciplinary action against Approved Vendors and/or Designees may be taken by the Program Administrator with the Agency’s oversight; how, when and why such action shall be taken, including an evaluation of the risks to end-use customers and program success, are vital to this determination.

Proposed Solution (Maximum of 20 pages)

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

[Click here to enter text.](#)

J. Labor Standards, Diversity, Equity, Inclusion, and Community-Based Projects

1. Labor Standards

New Section 1-75(c)(1)(Q) of the IPA Act contains prevailing wage requirements applicable to select projects participating in the Adjustable Block Program. Prevailing wage exemptions exist for residential projects and houses of worship, and equity eligible contractors (as emerging businesses) may benefit from more favorable REC prices to reflect any additional financial burden resultant from prevailing wage requirements. Existing law also requires that new solar project installations be conducted only by “qualified persons”.

For more information, see 20 ILCS 3855/1-75(c)(1)(Q) and 20 ILCS 3855/1-75(c)(7), as well as other changes found in Public Act 102-0662.

Offeror should present a solution for how to ensure that projects for which prevailing wage requirements apply have in fact met that standard, including consideration of how to manage project applications, applicable documentation, determinations of exemptions for projects, and a regime of penalties for non-compliance.

Key Considerations

- While new prevailing wage requirements will necessitate changes to REC prices, the Agency expects that resultant REC pricing adjustments will be managed by Agency staff and its Procurement Planning Consultant.
- The IPA understands that certain aspects of how prevailing wage requirements would be enforced and the resultant disciplinary regime may also overlap with a discussion of the Offeror’s approach to consumer protection, as in each instance, at issue is the consequences resultant from the failure to meet legal or program requirements.
- The IPA expects that further defining key terms such as “residential” and “construction” will be detailed in its Long-Term Renewable Resources Procurement Plan (as well as for block openings preceding that Plan’s approval, where necessary).

SECTION 2 – TECHNICAL PROPOSAL

Proposed Solution (Maximum of 10 pages)

1. Describe the Offeror's past experience relevant to the application of prevailing wage requirements or other labor standards on renewable energy projects.
2. Describe the Offeror's technical and staffing capacity proposed to meet these requirements.
3. Provide a narrative description of the Offeror's approach to meeting these requirements.
4. Provide the Offeror's assessment of risks and challenges to successful implementation, and Offeror's proposed approach to address or mitigate those risks and challenges.

[Click here to enter text.](#)

2. Diversity, Equity, Inclusion, and Community-Based Projects

Public Act 102-0662 introduced important new provisions into Illinois law which underscored that the growth of renewable energy project development is no more important than how the clean energy economy grows and who benefits. Among these provisions includes a dedicated equity eligible contractor category within the Adjustable Block Program, beginning at 10% of program capacity and growing over time to as much as 40%. Projects participating in this block may also benefit from predevelopment capital prior to energization, which raises unique challenges with project application and qualification for more favorable payment terms.

Another dedicated block ensures dedicated program capacity for community-based community solar projects, and additional requirements found under Section 1-75(c-10) require that a climbing percentage (beginning at no less than 10%) of the non-exempt project workforce must be done by equity eligible persons or equity eligible contractors. Additional requirements include receiving compliance plans from participating vendors, creating a certification process for equity eligible individuals and businesses, the development of a workforce equity database, and comprehensive demographic data collection efforts.

For more information, see Section 1-75(c)(1)(K)(v)-(vi), (c-10) (c-15), (c-20), (c-25), and (c-30), as well as other provisions within recently-enacted Public Act 102-0662.

Offeror should present a robust approach for ensuring that diversity and equity requirements found in Public Act 102-0662 are met both in letter and in spirit, including a comprehensive description of the proposed approach to certification, data collection, and compliance plan review, as well as an identification of challenges posed by these and other requirements. Offers should also outline what proactive steps can be taken by the Program Administrator to ensure robust participation from entities potentially qualifying for the equity eligible contractor block, how best to ensure a quality portfolio of community-driven community solar projects participating in the program, and how to work with job training programs and other outlets to facilitate the development of a more diverse and equitable clean energy workforce. While the IPA understands that neither it nor its Program Administrator can ultimately require a private business or organization (or person) to take advantage of these new program categories, or require any business to otherwise participate in the Adjustable Block Program, maximizing diverse and equitable participation is of utmost importance to successful program administration.

SECTION 2 – TECHNICAL PROPOSAL

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

Key Considerations

- Data and information collected must be sufficiently robust to allow for later analysis through a disparity study, so efforts to collect data and information should reflect eventual disparity study needs.
- Exemptions from compliance requirements are available in limited circumstances. How, when, and why such exemptions may be authorized, and how exemptions can be limited to ensure that the spirit of the law is met, will be important to successful implementation.
- The current balance of work as between the Program Administrator and the IPA itself is presently unknown, although the Agency has recently hired a full-time Diversity, Equity, and Inclusion coordinator who will play a role in coordinating compliance. Offerors should assume that key policy decisions will generally be made by the Agency, but the mechanics of implementation (including the development of supporting forms, materials, and more discrete program requirements) will be undertaken by the Program Administrator with the Agency’s oversight.
- Coordination with the Department of Commerce and Economic Opportunity and key stakeholders may be vital to successful implementation of these new provisions, so Offerors should feel free to explain how such coordination will be developed and maintained.

Proposed Solution (Maximum of 10 pages)

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

[Click here to enter text.](#)

K. References

Please provide four references in Appendix JJ.

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

- 2.3.1. Be able to start operations (work under this contract) within 30 days of the award notice.
 - 2.3.2. Be able to complete transitioning program administration within 90 days of the contract start date.
1. Provide a workplan/timeline on how the Offeror will meet these milestones. Consideration will be given for realistic workplans that can achieve the milestones in a shorter timeline.

SECTION 2 – TECHNICAL PROPOSAL

2. Describe the project management approach for the development of specific deliverables and for managing ongoing operations.

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

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

[Click here to enter text.](#)

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

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

SECTION 2 – TECHNICAL PROPOSAL

6. Describe how subcontractors (if any) are monitored to ensure quality assurance.

[Click here to enter text.](#)

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

[Click here to enter text.](#)

2.6. SIGNATURE OF AUTHORIZED REPRESENTATIVE

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

Signature of Authorized Representative: _____

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

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

SECTION 3 –PRICING PROPOSAL

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

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

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

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

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

3.1. KEY PROGRAM FUNCTIONS TO CONSIDER FOR FIXED PRICE QUOTE

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

Program Management and Professionalism

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

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

SECTION 3 –PRICING PROPOSAL

Communications Responsibilities

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

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

Technological and Programming Expectations

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

- Ability to manage application review from start to finish (i.e., Disclosure Form generation through to invoicing) within the “ABP portal” platform
 - Disclosure Form review
 - Part I application review
 - Accepting and processing of application fees
 - Batching applications
 - Send batches to the ICC for approval and assignment to a REC contract
 - Monitoring trade date of REC contracts which are linked to scheduled energization date for systems
 - Part II application review
 - Preparing and sending invoices for Part II approved projects to Approved Vendors
- Ability to create customizable software solutions to address both Program needs or problems as they arise
- Ability to build customizable reports from Program data for IPA and contracting utilities (ComEd, Ameren, MidAmerican)
- Ability to dynamically generate various Program documents, including but not limited to:
 - Disclosure Forms for the Program’s distinct project application types
 - REC contracts between the Approved Vendor and the contracting utility
 - Invoices for Approved Vendors outlining the expected payment for their systems in the Program
 - Any other dynamically populated PDFs needed by the Program

SECTION 3 –PRICING PROPOSAL

Consumer Protections Responsibilities

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

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

Legal Responsibilities

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

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

Key Performance Measures

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

SECTION 3 –PRICING PROPOSAL

Expected Volumes and Activities

Please use the following pricing assumptions for annual program volume and activity:

New Project Applications

- Expect 32,500 new applications for processing
 - 30,000 Small DG
 - 2,000 Large DG
 - 500 Community Solar
 - Expect that the addition of new categories could impact these estimates
 - Begin the review process of all applications within 7 days of receipt

Customer Complaints and Disciplinary Actions

- Expect 30 customer complaints per month
 - A team is needed to accept, respond to, organize, track, and resolve these complaints
 - Resolve 80% of complaints within 30 days
- Expect 90 disciplinary letters per year needed for various Program violations

Existing Vendors and Projects

- Managing existing vendors and projects as of September 2021 include
 - Over 300 Approved Vendors
 - 35,469 Existing Projects (From Part 1 submitted through Part 1 approved)
 - 31,176 Small DG
 - 3,483 Large DG
 - 810 Community Solar (includes 111 approved projects with the remainder on waitlists. An estimated 125 additional projects will be selected in the first half of 2022 pursuant to a process outlined in Public Act 102-0662).

PRICING PROPOSAL: Offeror shall submit a Fixed Price Quote to implement year one of the Offeror's proposed solutions to meeting the level of program responsibilities and activity described in Sections 3.1 and 3.2.

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

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

SECTION 3 –PRICING PROPOSAL

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

Fixed Price Quote

Click here to enter text.

- 3.3. PRICE COMPONENTS:** Please provide price component quotes (if applicable) to accomplish the Offeror’s proposed approach described in Section 2 and Section 3.1.

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

To support and justify the Fixed Price Quote, please fill-in the Pricing Table for each Function

Function	#	\$	#	\$	\$
	Full-Time Equivalent In-House	Hourly Rate	Full-Time Equivalent Sub-contracted	Hourly Rate	Offer Price
Program Management					
Create and Maintain Key Performance Indicators (KPI) for program outcomes and fidelity to IPA standards					
Administrative work					
Provide Progress Updates					
Communications					
Create, Administer, Update and Retain documents					
Provide Communications Planning for large implementation projects					
Manage a professional public engagement infrastructure (websites, program materials, analyses, etc.)					

SECTION 3 –PRICING PROPOSAL

Technology					
Manage application review from start to finish					
Create customizable software solutions					
Build customizable reports and Generate various Program documents					
Consumer Protection					
Require direct program participants to provide standardized disclosures					
Establish a Consumer Complaints Center					
Document the frequency and nature of complaints and any enforcement actions					
Customer Complaints					
Expect 30 customer complaints per month					
Resolve 80% of complaints within 30 days					
Expect 90 disciplinary letters per year					
Legal					
Legal review of disciplinary letters					
Legal review and management of FOIA requests					
Legal review of most all Program decisions and documents to ensure compliance with law					
Ad Hoc Services					
Year One Operational Costs					

Provide a list of Subcontractors to be utilized

Subcontractor	BEP Certified?	Estimated Hours	Estimated Cost

SECTION 3 –PRICING PROPOSAL

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

Fixed Cost

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

Unit Prices

Review projects, application (Part I) through energization (Part II)

Under 25 kW DG project

[Click here to enter text.](#)

DG project between 25 kW and 5 MW

[Click here to enter text.](#)

Community solar project

[Click here to enter text.](#)

Review of community solar subscriber levels after energization

[Click here to enter text.](#)

Review of each Approved Vendor Application

[Click here to enter text.](#)

Review of each Approved Vendor Annual Report

[Click here to enter text.](#)

Call Center (phone/email/social media)

[Click here to enter text.](#)

Specify unit (e.g., hourly rate, per inquiry, etc.):

[Click here to enter text.](#)

Other (specify item and unit price)

[Click here to enter text.](#)

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

[Click here to enter text.](#)

Hourly Rates

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

[Click here to enter text.](#)

Maximum Annual Price Escalator (if any)

[Click here to enter text.](#)

3.4. ALTERNATIVE PRICING PROPOSAL - OPTIONAL.

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

[Click here to enter text.](#)

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

SECTION 3 –PRICING PROPOSAL

Pricing pursuant to this solicitation and subsequent contract is estimated.

- 3.6. **EXPENSES ALLOWED:** Expenses are not allowed are allowed as follows: Only preapproved travel expenses in accordance with the State of Illinois Travel Guide: <https://www2.illinois.gov/cms/Employees/travel/Pages/default.aspx>.
- 3.7. **DISCOUNT:** The State may receive a [Click here to enter text.](#) % discount for payment within [Click here to enter text.](#) days of receipt of correct invoice.
- 3.8. **TAXES:** Pricing shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable agency’s Illinois tax exemption number and federal tax exemption information.
- 3.9. **SIGNATURE OF AUTHORIZED REPRESENTATIVE**
The undersigned authorized representative of the identified Offeror hereby submits this Pricing Proposal in full compliance with this solicitation.

Signature of Authorized Representative: _____

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

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

STATE OF ILLINOIS
STATE BOARD OF ELECTIONS CERTIFICATE OF REGISTRATION

ATTACHMENT AA

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

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

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

STATE BOARD OF ELECTIONS CERTIFICATE OF REGISTRATION EXAMPLE




STATE OF ILLINOIS
AUTHORIZATION TO DO BUSINESS IN ILLINOIS

ATTACHMENT BB

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

SECRETARY OF STATE CERTIFICATE OF GOOD STANDING EXAMPLE


File Number 776-383-1

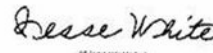


To all to whom these Presents Shall Come, Greeting:

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

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

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


Jesse White
SECRETARY OF STATE

Public Website: 1-800-252-1122
A/C#273033-01-8-13p/www.cyberdriveillinois.com

STATE OF ILLINOIS

ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

ATTACHMENT CC

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

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

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

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

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

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

1. TERM AND TERMINATION:

1.1. CONTRACT TERM: The anticipated contract has an initial term of March 1, 2022 through June 30, 2024. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

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

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

1.2. RENEWAL: Subject to the maximum total term identified above, the State has the option to renew for the following term(s): Annual renewals for up to three (3) additional years, with an end date no later than June 30, 2026.

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

1.2.2. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

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

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

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

1.4. TERMINATION FOR CONVENIENCE:

STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

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

2. PAYMENT TERMS AND CONDITIONS:

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

STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or <http://www.state.il.us/agency/idol/index.htm>).

2.5. FEDERAL FUNDING: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

2.6. INVOICING: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may be required to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

2.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the Agency's Illinois tax exemption number and federal tax exemption information.

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

Send invoices to:

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

3. ASSIGNMENT: This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

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

STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated dollar value or % of awarded contract revenue that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify, by written amendment to the Contract, the State of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

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

STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

9. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
10. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
11. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
12. **INSURANCE:** Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

13. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on the basis of Vendor being an independent contractor of or joint venture with the State.
14. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
15. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
16. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.
17. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADMIN. CODE 750. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at www.ilga.gov/legislation/ilcs/ilcs.asp.
18. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
19. **CONTRACTUAL AUTHORITY:** The Agency/University that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract.
20. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
21. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially

STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions, and attachments shall prevail.

22. PERFORMANCE RECORD/SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

23. FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

24. SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

25. WARRANTIES FOR SUPPLIES AND SERVICES

25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses arising from failure of the supplies to meet such warranties.

25.2. Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.

25.3. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

- 26. REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
- 26.1.** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 26.2.** By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.
- 27. EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

STATE OF ILLINOIS
SUBCONTRACTOR DISCLOSURES

ATTACHMENT EE

1. Will subcontractors be utilized? Yes No

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

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

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

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

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

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

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

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

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

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

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

STATE OF ILLINOIS

STANDARD CERTIFICATIONS

ATTACHMENT FF

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

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

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

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

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

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

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

STANDARD CERTIFICATIONS

ATTACHMENT FF

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

STANDARD CERTIFICATIONS

ATTACHMENT FF

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

STANDARD CERTIFICATIONS

ATTACHMENT FF

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

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

Signature: _____

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

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

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

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

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

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

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

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

This disclosure is submitted for:

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

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

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

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

- I will complete Step 2, Option B.

Option 6 – Sole Proprietorships

- I will skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

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

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

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

OPTION A – Ownership Share and Distributive Income

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

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

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

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

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

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

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

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

STEP 4

PROHIBITED CONFLICTS OF INTEREST

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

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

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

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

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

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

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

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

STEP 7

POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

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

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

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

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

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

STEP 8

DISCLOSURE OF CURRENT AND PENDING CONTRACTS

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT GG

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

Yes No.

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

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

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

STEP 9

SIGN THE DISCLOSURE

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

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

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

Signature: _____

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

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

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

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

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

STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

ATTACHMENT HH

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

- more than 10% of the company’s revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company’s revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or

- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran’s ability to develop petroleum resources of Iran.

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

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

The following business operations are disclosed to comply with the above cited law:

[Click here to enter text.](#)

**STATE OF ILLINOIS
BUSINESS AND DIRECTORY INFORMATION**

ATTACHMENT II

1. Name of Business (official name and DBA)

[Click here to enter text.](#)

2. Business Headquarters (address, phone and fax)

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

3. If a Division or Subsidiary of another organization provide the name and address of the parent

[Click here to enter text.](#)

4. Billing Address

[Click here to enter text.](#)

[Click here to enter text.](#)

5. Name of Chief Executive Officer

[Click here to enter text.](#)

6. Offeror Contact (name, title, address, phone, toll-free number, fax, and e-mail)

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

BUSINESS AND DIRECTORY INFORMATION

ATTACHMENT II

7. Company Web Site Address

[Click here to enter text.](#)

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

[Click here to enter text.](#)

9. Length of time in business

[Click here to enter text.](#)

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

[Click here to enter text.](#)

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

[Click here to enter text.](#)

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

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

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

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

12.4 Disadvantaged (49 CFR 6) Yes

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

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

REFERENCES

ATTACHMENT JJ

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

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

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

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

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

ATTACHMENT LL

I certify that:

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

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

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

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

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

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

Taxpayer Identification Number:

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

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

Legal Status (check one):

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

Signature of Authorized Representative: _____

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

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

ATTACHMENT MM

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

<https://www2.illinois.gov/cpo/general/Documents/Utilization%20Plan%20Version%202021.0%20%284.12.2021%29.pdf>

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

https://www2.illinois.gov/cms/business/sell2/bep/Documents/GOOD_FAITH_EFFORTS_GUIDANCE.pdf

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

- 91016, Energy Conservation Services, Including Audits
- 91520, Call Center Services
- 91841, Energy Conservation Consulting
- 91897, Utilities: Gas, Water, Electric Consulting