

STATE OF ILLINOIS  
REQUEST FOR PROPOSAL  
ILLINOIS POWER AGENCY  
PROFESSIONAL SERVICES – PROCUREMENT PLANNING CONSULTING  
Reference Number 24-RFP-02

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The Illinois Power Agency (“Agency” or “State”) is issuing this Request for Proposals (“RFP”) seeking qualified and responsible experts or expert firms (“Offerors”) to serve as a Planning Consultant who will support the Agency by developing the Agency’s annual Electricity Procurement Plan, supporting biennial revisions of the Agency’s Long-Term Renewable Resources Procurement Plan, conducting key research, modeling, and analysis related to assessing resource adequacy and reliability for Illinois, providing research and analysis to support the Agency’s understanding of the economics of clean energy development, and other tasks as needed.

The Agency welcomes responses from Qualified Offerors able and willing to meet the requirements of this RFP. A Qualified Offeror is an Offeror on the list of respondents to the Request for Qualifications previously issued by the Agency (20-RFQ-01) that was determined by the Agency to be qualified, and that was not the subject of a reasonable objection to that determination by an interested party.<sup>1</sup> **Only Qualified Offerors may submit a response to this RFP.**

Evaluation of responses to this RFP and responses to the prior related RFQ will form the basis for determining the selected Offeror(s) for a contract award. While the Agency prefers to select a single Offeror who can fulfill all of the tasks outlined in this RFP, the Agency reserves the right to select more than one Offeror, and have each selected Offeror conduct specific tasks.

**BACKGROUND:** The Agency serves as the authority for the procurement of standard wholesale products,” including energy and capacity, delivered to or otherwise used to meet the supply requirements of the eligible retail customers (i.e., default supply customers) of Commonwealth Edison Company (“ComEd”) and Ameren Illinois Company (“Ameren”), and for the Illinois service territory of MidAmerican Energy Company (“MidAmerican”),<sup>2</sup> collectively the “Utilities.” The Agency is also responsible for the procurement of renewable energy credits (“RECs”) to fulfill the State’s Renewable Portfolio Standard (“RPS”) requirements per the Illinois Power Agency Act (20 ILCS 3855/1-5 *et seq.*) and Section 16-111.5 of the Public Utilities Act (220 ILCS 5/16-111.5). Each of these requirements is met in part through the development of procurement plans submitted to the Illinois Commerce Commission (“Commission”) for review and approval.

The Illinois Power Agency Act states that “The Agency shall each year, as needed, issue a request for qualifications for experts or expert consulting firms to develop the procurement plans in accordance with Section 16-111.5 of the Public Utilities Act.”<sup>3</sup> If selected through this RFP process, the selected Offeror(s) will be expected to enter into a binding contract with the Agency.

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<sup>1</sup> The required procedure for determining whether objections by interested parties are reasonable is described in Section 1-75(a)(3) of the IPA Act (20 ILCS 3855/1-75(a)(3)). The Agency posted a list of Qualified Offerors on its website on June 17, 2024, see: <https://ipa.illinois.gov/content/soi/ipa/en/announcements/illinois-power-agency-announces-firms-found-qualified-from-plann.html>.

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

<sup>3</sup> 20 ILCS 3855/1-75(a)(1).

## INTRODUCTION

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This Solicitation is exempt from the procedures in the Illinois Procurement Code (30 ILCS 500) 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 Procurement Code (30 ILCS 500/20-10).

**BRIEF DESCRIPTION:** The Agency seeks a Planning Consultant to assist the Agency with the development of the Agency's annual Electricity Procurement Plan and the biennial revision of the Long-Term Renewable Resources Procurement Plan; conduct key research, modeling, and analysis related to energy planning, resource adequacy, reliability, and the economics of clean energy development; develop the annual Zero Emission Standard Payment Calculation Notice and the Illinois Power Agency Annual Report, and support the Agency on other tasks on an ad hoc basis.

To meet this goal, the Agency seeks Offerors that, at a minimum, support the Agency with the following tasks (descriptions of these tasks are contained in Section 2):

- I. Development of the Annual Electricity Procurement Plan<sup>4</sup>**
- II. Support for the biennial update of the Long-Term Renewable Resources Procurement Plan<sup>5</sup>**
- III. Development of a Resource Adequacy and Reliability Study<sup>6</sup>**
- IV. Support for Policy Development**
- V. Potential Support for Energy Storage Planning and Procurements (legislation pending)**
- VI. Development of an Annual Zero Emission Standard Payment Calculation Notice<sup>7</sup>**
- VII. Support on the development of the Illinois Power Agency Annual Report<sup>8</sup>**
- VIII. Provide ad hoc support and deliverables**

The Agency will evaluate responses to the RFP to determine the Offeror(s) best suited to serve as the Agency's Planning Consultant. The resulting contract with the awarded Offeror(s) is expected to have an initial one-year term of October 15, 2024 through October 14, 2025, with the possibility for renewal for four additional years.

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 check list, technical proposal, pricing proposal, disclosures, and various attachments, which combined will constitute the Proposal. Do not submit the instructions pages with Proposals. Offerors should retain the Instructions and a copy of the Proposal for future reference.

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<sup>4</sup> 220 ILCS 5/16-111.5(b).

<sup>5</sup> 20 ILCS 3855/1-75(c).

<sup>6</sup> 15 ILCS 5/9.15(o)

<sup>7</sup> 20 ILCS 3855/1-75(d-5)(1)(D).

<sup>8</sup> 20 ILCS 3855/1-125 and 220 ILCS 5/16-115D(d)(4).

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## INSTRUCTIONS

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### I. INSTRUCTIONS FOR SUBMITTING PROPOSALS

- I.1 How to Enter Information:** Type information in the text fields provided. 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 text field. If appropriate, provide a brief explanation of why the field is not applicable.
- I.2 Published Procurement Information:** Although this Solicitation is exempt from the Illinois Procurement Code, the Agency will use State websites to disseminate information about this Solicitation. The State publishes procurement information, including updates, on the [Illinois Procurement Bulletin](#), [Illinois Public Higher Education Procurement Bulletin](#), [Transportation Procurement Bulletin](#), or the [Illinois Capital Development Board Bulletin](#), (collectively and individually referred to as “Bulletin”). The Agency will also post this Solicitation and related documents and announcements to its [website](#). Procurement information may not be available in any other form or location. Offeror is responsible for monitoring the Bulletin selected by the Agency for this procurement. The Agency will not be held responsible if Offeror fails to receive the optional e-mail notices.
- I.3 Solicitation Contact:** The individual listed below shall be the single point of contact for this Solicitation. Unless otherwise directed, Offerors should only communicate with the Solicitation Contact. The Agency shall not be held responsible for information provided to or from any other person.

Solicitation Contact: Anthony Star	Phone: 312-814-8106
Agency: Illinois Power Agency	Fax: 312-814-0926
Street Address: 105 W. Madison Street, Suite 1401	TDD: 866-846-5276
City, State Zip: Chicago, IL 60602	
Email: Anthony.star@illinois.gov	

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

- I.4 Offeror Questions and Agency Response:** All questions, other than those raised at any Offeror conference call, that pertain to this Solicitation must be submitted via email to the Solicitation Contact no later than July 17, 2024, 5PM Central Prevailing Time (“CPT”). Questions received and Agency responses may be posted as an Addendum to the original Solicitation on the Bulletin; only these written answers to questions shall be binding on the Agency. Offerors are responsible for monitoring the Bulletin.

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- I.5 Submission Due Date, Time, and Address for Submission:** Proposals shall be electronically submitted to the email address provided below, and shall be received no later than the Proposal Due Date & Time specified below.

Proposal due Date & Time:

**Date: August 9, 2024**

**Time: 5 PM CPT**

Submit/Deliver Proposals To:

Anthony Star, [Anthony.Star@Illinois.gov](mailto:Anthony.Star@Illinois.gov)

- I.6 Instructions for Delivering Proposals:** Proposals responsive to this RFP must be submitted to the email address listed above. The email should have a subject line: “[Offeror Name] Response to 24-RFP-02”.

Please attach to the email an electronic copy of the Proposal Package, with Sections 1-5 in separate PDF files.

The Proposal Package contains the following sections:

- Section 1 Proposal Checklist and Signature Page
- Section 2 Technical Proposal
- Section 3 Pricing Proposal
- Section 4 Conflict of Interests and Inappropriate Bias Disclosure and Mitigation Plan
- Section 5 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, Women, Persons with Disability Participation and Utilization Plan (Attachment MM)
  - Pricing Proposal Workbook (Attachment NN)

Section 5 may be in one file for Attachments AA through LL, or separate files for each attachment.

The Utilization Plan (Attachment MM) should be provided as a separate PDF file, and the Pricing Workbook (Attachment NN) as a separate file in Excel format.

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If the Offeror is requesting confidential treatment for portions of their submittal, please follow the instruction provided in Section I.8 below.

- I.7 Governing Law and Forum:** Illinois law and rule govern this Solicitation and any resulting contract. Offeror must bring any action relating to this Solicitation or any resulting contract in the appropriate forum in Illinois. This document contains statutory references from Illinois Compiled Statutes designated with "ILCS."

Offeror may view the full text at [www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp). Section 1-75 of the Illinois Power Agency Act (20 ILCS 3855/1-75), and Section 16-111.5 of the Public Utilities Act (220 ILCS 5/16-111.5) are applicable to this Solicitation. See specifically 20 ILCS 3855/1-75(a) and (b) for apply to statutory qualifications and the Planning Consultant selection process.

- I.8 Public Records and Requests for Confidential Treatment:** Proposals become the property of the Agency. Proposals, including late submissions, will not be returned. **All Proposals will be subject to public inspection under the Illinois Freedom of Information Act ("FOIA")<sup>9</sup> and other applicable laws and rules, unless Offeror requests in its Proposal that the Agency treat certain information as confidential.** A request for confidential treatment will not supersede the State's legal obligations under FOIA. The Agency will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the Agency will disclose the successful Offeror's name, the substance of the Offer, and the price upon final contract award. If Offeror requests confidential treatment, Offeror must submit one additional copy of the Proposal with the material it designates as confidential information redacted. The Offeror must provide the reason why it believes the redacted material is confidential and shall retain as much of the publicly available Proposal unredacted as possible. In a separate attachment included in the proposal package, the 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.9 Reservations:** Offeror must read and understand the Solicitation and tailor the Proposal and all activities to ensure compliance. The Agency reserves the right to amend the Solicitation, reject any or all Proposals, and waive minor defects. The Agency may request a clarification, inspect Offeror's premises, interview staff, request a presentation, or otherwise verify the contents of the proposal, including information about subcontractors and suppliers. The Agency will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the Agency and in accordance with rules and other applicable state and federal statutes and regulations. This competitive process may require that Offeror provide additional information, as requested by the Agency, and otherwise cooperate with the Agency. If an Offeror does not comply with requests for information and cooperate with the Agency, 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

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<sup>9</sup> 5 ILCS 140.

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the preparation and submission of any Proposal. Qualified Offeror(s) shall not commence, and will not be paid, for any billable work, prior to the date all parties execute the contract.

- I.10 Award:** The Agency is not obligated to award a contract pursuant to this Solicitation. This Solicitation, selection, and award process will follow 20 ILCS 3855/1-75(a). As a result of this Solicitation, the Agency may select the winning Offeror(s) based on the winning proposal(s) and may award an approximately one-year contract, with the possibility for renewal for four additional years to the winning Offeror(s). If the Agency awards a contract(s) pursuant to this Solicitation, the award will be made to the Offeror(s) whose offer best meets the specified requirements and evaluation criteria.
- I.11 Incorporation of 24-RFP-02 by Reference:** This Solicitation (24-RFP-02) and Offeror's Proposal, 24-RFQ-02, and the associated Offeror's Submittal of Qualifications, will be incorporated into and made part of any subsequent contract by reference.
- I.12 Prequalification to Respond to Subsequent RFP:** Based on the evaluation of responses to 24-RFQ-02, only Qualified Offerors may respond to this RFP. One (or more) Offeror(s) may be selected as a Planning Consultant in accordance with ILCS 3855/1-75(a) and will be awarded a contract.
- I.13 Evaluation of Responsiveness:** The Agency determines whether and to what extent proposals meet the responsiveness requirements of this Solicitation. The Agency considers the information provided and the quality of that information when evaluating proposals. If the Agency finds a failure or deficiency in the proposal, the Agency may reject the proposal or may reflect the failure or deficiency in the 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 but may not be limited to the following:

- Proposal Checklist (Section 1)
- Technical Proposal (Section 2)
- Pricing Proposal and Pricing Workbook (Section 3)
- Conflict of Interests, Inappropriate Bias Disclosure, and Mitigation Plan (Section 4)
- Attachments AA to NN (Section 5)

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

- I.14 Interview/Presentation:** The Agency may invite Offerors to an in-person interview, or to a web-based presentation to answer questions the Agency may have after evaluating the Offeror's Proposal. The Agency reserves the right to create a list of Offerors to be invited to an interview or presentation.
- I.15 Selection of Offeror(s):** The Agency prefers to select a single Offeror to serve as its Planning Consultant, but reserves the right select more than one Offeror.

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The table below shows elements of responsibility that the Agency will evaluate, with those elements' relative weights in point format—including both the maximum points awarded and the minimum points needed for each requirement. Failure to obtain the minimum number of points needed in any element of responsibility will automatically disqualify the entire proposal.

If the Agency elects to select a single Offeror, the Offeror with the highest total points (out of a possible maximum of 700 points) will be selected for contract award.

If the Agency elects to select more than one Offeror, then the Agency will conduct two separate calculations of scores and select the two Offerors with the highest total score in each of the separate calculations for contract awards.

The first calculation would be for the shaded elements with a total of 370 points. The first selected Offeror would be assigned tasks related to the development of the Annual Electricity Procurement Plan, the Zero Emission Standard Payment Calculation Notice, and support for policy development.

The second calculation would be for the light shaded elements (Proposed Staff, Support for Policy Development, and References) and for the unshaded elements for a total of 580 points. The second selected Offeror would be assigned tasks related to the development of the Long-Term Renewable Resources Procurement Plan, the Resource Adequacy Study, the development of Energy Storage Policy and Procurement, the Agency's Annual report, and support for policy development.

If two awards are made, the scoring of the proposed staff and references criteria will be specific to the tasks as specified above for each award selection. Note that support for Policy Development will be included in both scoring calculations.

Section	Elements of Responsibility for Evaluation	Maximum Points Awarded	Minimum Points Needed
2.4	<b>Proposed Staff:</b> Overall strength of proposed staff, and reasonableness of billing rates	100	50
2.6.1 and 3.1	<b>Annual Electricity Procurement Plan:</b> Overall strength of described experience, skills, qualifications, approach, and reasonableness of proposed pricing	100	50
2.6.2 and 3.2	<b>Long-Term Renewable Resources Procurement Plan:</b> Overall strength of described experience, skills, qualifications, approach, and reasonableness of proposed pricing	100	50
2.6.3 and 3.3	<b>Resource Adequacy Study:</b> Overall strength of described experience, skills, qualifications, approach, and reasonableness of proposed pricing	100	50
<b>2.6.4 and 3.4</b>	<b>Support for Policy Development:</b> Overall strength of described experience, skills, qualifications, approach, and reasonableness of proposed pricing	<b>100</b>	<b>50</b>
2.6.5 and 3.5	<b>Potential Support of Energy Storage Policy and Procurements:</b> Overall strength of described experience, skills, qualifications, approach, and reasonableness of proposed pricing	100	50
2.6.6 and 3.6	<b>Zero Emission Standard Payment Calculation Notice:</b> Overall strength of described experience, skills, qualifications, approach, and reasonableness of proposed pricing	20	10
2.6.7 and 3.7	<b>Illinois Power Agency Annual Report:</b> Overall strength of described experience, skills, qualifications, approach, and reasonableness of proposed pricing	30	15
2.7	<b>References:</b> Relevance and strength of references	50	25



## INSTRUCTIONS

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- I.16 PROTEST PROCESS:** Any person may submit a protest relating to the notice of the RFP, the terms of the RFP, and any decision to reject a late offer. An Offeror (i.e., a person who submitted an offer to the IPA in response to this RFP) may protest the rejection of its offer or an award to another Offeror. Any protest must be received by close of business no later than ten (10) calendar days after the protesting party knows or should have known of the facts giving rise to the protest to ensure consideration. Any notice published to the IPA's website establishes the "known or should have known" date for the subject matter of the notice. In addition, protests relating to the notice or terms of the RFP must be received within fourteen (14) calendar days after release of the RFP.

Protest submissions must provide a concise and logically arranged statement of reasons for the protest— specifically identifying any allegedly material violation of the IPA Act, another relevant Illinois law, or the terms of the RFP; and must include any supporting facts, arguments, evidence, and documents. Protests that do not establish legally sufficient grounds for protest— including a material violation of the IPA Act, other relevant Illinois law, or the terms of the RFP, or that do not include supporting evidence— will be denied. Note that this RFP is not subject to the Illinois Procurement Code, and protests based solely on rules applicable under that Code will not be considered.

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

- I.17 Minorities, Women, and Persons with Disability Participation and Utilization Plan:** This Solicitation includes a goal to include businesses that are certified under the State of Illinois Commission on Equity & Inclusion ("CEI") Business Enterprise Program ("BEP")<sup>10</sup> and are owned and controlled by minorities, women, or persons with disabilities. **This BEP goal is 10% of the total contract amount, based on the availability of such certified businesses.** In addition to the other award criteria established for this contract, the Agency will award this contract to an Offeror(s) that meets this goal or demonstrates that they have made good faith efforts to meet this goal.

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

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

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<sup>10</sup> <https://cei.illinois.gov/business-enterprise-program/get-certified.html>.

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- If the Offeror is a BEP certified vendor, the entire goal is met and no subcontracting with a BEP certified vendor is required; however, Offeror must submit a Utilization Plan indicating that the goal will be met by self-performance.
- An Offeror who elects to utilize BEP certified subcontractor(s) to meet the goal must provide executed Letter(s) of Intent for all such subcontractors in addition to the Utilization Plan.
- An Offeror who selects the Good Faith Efforts option for the Utilization Plan must fully complete the “Demonstration of Good Faith Efforts to Achieve Goal and Request for Waiver” and the “Good Faith Efforts Contact Log” as part of their submittal.<sup>11</sup>

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

BEP Liaison: Leslie Taylor  
Phone Number: (312) 814-4791  
E-mail Address: [Leslie.Taylor@illinois.gov](mailto:Leslie.Taylor@illinois.gov)

Businesses included on Utilization Plans as meeting BEP requirements as prime vendors or subcontractors must be certified by CEI as BEP vendors prior to contract award. Go to <https://cei.illinois.gov/business-enterprise-program.html> for complete requirements for BEP certification.

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

**I.19 Timeline:** The Agency plans to follow the timeline below to contract for the professional services of a Planning Consultant:

- RFP Issued: June 26, 2024
- RFP Offerors Conference Call: July 15, 2024, 2 PM CPT<sup>12</sup>
- Deadline to submit written questions: July 17, 2024, 5 PM CPT
- **RFP Responses Due: August 9, 2024, 5 PM CPT**
- Notification of Selected Offeror(s): September 20, 2024 (tentative)
- ICC approval of contract: October 10, 2024 (tentative)
- Contract start date: October 15, 2024 (tentative)

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<sup>11</sup> See [https://cei.illinois.gov/content/dam/soi/en/web/cei/documents/GOOD\\_FAITH\\_EFFORTS\\_GUIDANCE.pdf](https://cei.illinois.gov/content/dam/soi/en/web/cei/documents/GOOD_FAITH_EFFORTS_GUIDANCE.pdf) for more information on Good Faith Efforts.

<sup>12</sup> Please send an e-mail to the Solicitation Contact to request the meeting information.

## SECTION 1 – CHECK LIST

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### 1. Proposal Check Lists

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

- 1.1. Solicitation Review:** Offeror reviewed the Solicitation, including all referenced documents, and instructions, completed all blanks, provided all required information, and demonstrated how it will meet the requirements of the Agency.  
 Yes  No
- 1.2. Incorporation of 24-RFP-02 by Reference:** Offeror acknowledges that this Solicitation (24-RFP-02) and Offeror's Proposal to it will be incorporated and made part of any subsequent contract by reference.  
 Yes  No
- 1.3. Addenda:** Offeror acknowledges receipt of any and all addendums to this Solicitation and has taken those into account in making this Offer.  
 Yes  No  N/A
- 1.4. Submission of Technical Proposal – Section 2:** Offeror is submitting a complete and responsive Technical Proposal, in a properly labeled container or by e-mail, to the correct location and by the due date and time.  
 Yes  No
- 1.5. Submission of Pricing Proposal – Section 3:** Offeror is submitting a Pricing Proposal, including the Pricing Workbook, in a properly labeled container or by e-mail, to the correct location and by the due date and time.  
 Yes  No
- 1.6. Submission of Conflict of Interest and Inappropriate Bias, and Mitigation Plan – Section 4:** Offeror is submitting a Conflict of Interest and Inappropriate Bias Disclosure and Mitigation Plan in a properly labeled container or by e-mail, to the correct location and by the due date and time.  
 Yes  No
- 1.7. State of Illinois State Board of Elections Certification:** If required to register, Offeror included a copy of its State Board of Elections Certificate, Attachment AA.  
 Yes  No  N/A
- 1.8. State of Illinois Authorization to do Business in Illinois:** Offeror included a copy of its Certificate of Good Standing, Attachment BB.  
 Yes  No  N/A
- 1.9. State of Illinois Department of Human Rights Public Contract Number:** Offeror completed and submitted the applicable IDHR Public Contract Number, Attachment CC.  
 Yes  No

## SECTION 1 – CHECK LIST

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- 1.10. State of Illinois Standard Terms and Conditions:** Offeror reviewed the State of Illinois Standard Terms and Conditions, Attachment DD.  
 Yes  No
- 1.11. State of Illinois Subcontractor Disclosures:** Offeror reviewed, completed, and signed the Subcontractor Disclosures form, Attachment EE.  
 Yes  No  N/A
- 1.12. State of Illinois Standard Certifications:** Offeror reviewed and signed the State of Illinois Standard Certifications, Attachment FF.  
 Yes  No
- 1.13. State of Illinois Financial Disclosures and Conflict of Interests:** Offeror completed, signed, and submitted the Financial Disclosures and Conflicts of Interest forms, Attachment GG.  
 Yes  No
- 1.14. State of Illinois Disclosure of Business Operations with Iran:** Offerors completed and submitted the Disclosure of Business Operations with Iran form, Attachment HH.  
 Yes  No
- 1.15. State of Illinois Business and Directory Information:** Offeror completed and submitted the Business and Directory Information form, Attachment II.  
 Yes  No
- 1.16. State of Illinois References:** Offeror completed and submitted references, Attachment JJ.  
 Yes  No
- 1.17. State of Illinois Solicitation and Contract Terms and Conditions Exceptions:** Offeror completed, signed, and submitted the Solicitation and Contract Terms and Conditions Exceptions form, Attachment KK.  
 Yes  No
- 1.18. State of Illinois Taxpayer Identification Number:** Offeror completed, signed, and submitted the Taxpayer Identification Number form, Attachment LL.  
 Yes  No
- 1.19. State of Illinois Minorities, Women, and Persons with Disability Participation and Utilization Plan:** Offeror provided a Participation Plan in accordance with the State of Illinois Minorities, Women, and Persons with Disabilities Participation and Utilization Plan, Attachment MM.  
 Yes  No
- 1.20. Pricing Proposal Details Spreadsheet:** Offeror provided the Pricing Proposal Details Spreadsheet contained in Attachment NN to support the price quotes contained in Sections 3.1 and 3.2.  
 Yes  No
- 1.21. Signature of Authorized Representative:** Offeror has signed this Proposal – bottom of sections 1, 2, 3, 4, and all applicable disclosures and attachments in Section 5.  
 Yes  No

**SECTION 1 – CHECK LIST**

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The undersigned authorized representative of the identified Offeror hereby submits this Proposal Check List in full compliance with this Solicitation.

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

Printed Name of Signatory: \_\_\_\_\_ Date: \_\_\_\_\_

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### 2. Specifications and Technical Proposal – Please refer to Section 2 of 24-RFQ-02; some of the information below is repeated for convenience only.

**2.1. Goal:** The Agency seeks a qualified Planning Consultant to provide consulting and procurement planning services. The Planning Consultant will assist the Agency in meeting its mission to develop plans annually for the procurement of adequate, reliable, affordable, efficient, and environmentally sustainable electric service at the lowest total cost over time, taking into account any benefits of price stability for the eligible retail customers of Ameren Illinois, ComEd, and MidAmerican, and to revise the Agency’s Long-Term Renewable Resources Procurement Plan to meet certain renewable portfolio standard requirements for the Utilities. Additionally, the Planning Consultant will conduct key research, modeling, and analysis related to assessing resource adequacy and reliability for Illinois, and will provide research and analysis to support the Agency’s understanding of the economics of clean energy development, and other tasks as needed.

The Planning Consultant will support the Agency in conducting research and data modeling to provide policy recommendations as required by new energy legislation that may be enacted by the Illinois General Assembly. The Agency anticipates new legislation could take the form of developing new procurements for energy storage and green hydrogen in coming years.

**2.2. Services Required:** The Planning Consultant will be required to complete the following tasks with input from the Agency and/or the electric utilities, and/or other stakeholders:

#### I. Electricity Procurement Plan

The Planning Consultant will be the lead researcher, analyst, and author of the Agency’s Annual Electricity Procurement Plan.<sup>13</sup> The Annual Electricity Procurement Plan outlines the procurement activities the Agency will take to procure energy and capacity for eligible retail customers of Ameren Illinois, ComEd, and MidAmerican Energy Company. Eligible retail customers are generally those residential and small commercial customers of the Utilities who have not switched to Alternative Retail Electric Suppliers. Eligible retail customers represent approximately 20-25% of the load in Illinois. Procurement Activities resulting from the Plan will be conducted by the Agency’s Procurement Administrator, not the Planning Consultant.

The Agency has a well-developed procurement approach that has been refined over the past fifteen years, comprising of twice annual block energy procurements. However, the Agency desires to periodically review the procurement approach. In particular, the Agency wishes to review approaches to hedging MISO capacity for Ameren Illinois customers, and the Agency expects that the Planning Consultant will conduct a thorough review of the Agency’s historical risk management approaches in developing the 2026 Electricity Procurement Plan across the spring and summer of 2025.

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<sup>13</sup> A copy of the Illinois Commerce Commission-approved 2024 Electricity Procurement Plan is available at [https://www2.illinois.gov/sites/ipa/Pages/Current\\_Approved\\_Plan.aspx](https://www2.illinois.gov/sites/ipa/Pages/Current_Approved_Plan.aspx).

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The Agency also notes that several legislative proposals introduced in recent years would require that the Agency update its procurement activities for eligible retail customers to consider clean energy attributes of the energy procured. Should such legislation be enacted, the Planning Consultant would play a primary role in revising the Agency's procurement approach to incorporate clean energy considerations.

Section 16-111.5(b) of the Public Utilities Act includes the following specific tasks to be undertaken each year in the development of electricity procurement plans:

1. Analyze the projected balance of supply and demand for eligible retail customers over a 5-year period.
2. Identify the wholesale products to be procured following plan approval by the Illinois Commerce Commission.
3. Perform hourly load analysis, including:
  - (i) Multi-year historical analysis of hourly loads.
  - (ii) Switching trends and competitive retail market analysis.
  - (iii) Known or projected changes to future loads.
  - (iv) Growth forecasts by customer class.
4. Analyze the impact of any demand-side and renewable energy initiatives. This analysis includes:
  - (i) The impact of demand-response programs and energy efficiency programs, both current and projected.
  - (ii) Supply-side needs that are projected to be offset by purchases of renewable energy resources, if any.
5. Develop a plan for meeting the expected load requirements that will not be met through preexisting contracts. This plan includes:
  - (i) Definitions of the different Illinois retail customer classes for which supply is being purchased.
  - (ii) The proposed mix of demand-response products for which contracts will be executed during the next year.
  - (iii) Monthly forecasted system supply requirements, including expected minimum, maximum, and average values for the planning period.
  - (iv) The proposed mix and selection of standard wholesale products for which contracts will be executed during the next year, separately or in combination, to meet that portion of the load requirements not met through pre-existing contracts, including but not limited to monthly 5 x 16 peak period block energy, monthly off-peak wrap energy, monthly 7 x 24 energy, annual 5 x 16 energy, annual off-peak wrap energy, annual 7 x 24 energy, monthly capacity, annual capacity, peak load capacity obligations, capacity purchase plan, and ancillary services.
  - (v) Proposed term structures for each wholesale product type included in the proposed procurement plan portfolio of products.
  - (vi) An assessment of the price risk, load uncertainty, and other factors that are associated with the proposed procurement plan; this assessment, to the extent possible, includes an analysis of the following factors: contract terms, timeframes for securing products or services, fuel costs, weather patterns, transmission costs, market

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conditions, and the governmental regulatory environment. The proposed procurement plan shall also identify alternatives for those portfolio measures that are identified as having significant price risk.

Offerors should review the 2024 Electricity Procurement Plan as a base template for future procurement plans. However, Offerors should provide suggestions on how to improve the presentation of information contained in the Plan and propose what new or different analyses could be conducted for the 2026 Procurement Plan, and how the Offeror would approach that analysis.

The development timeline for the Annual Electricity Procurement Plans starts each spring when the Agency and the Planning Consultant determine if stakeholder feedback should be sought to refine the approaches proposed in the Procurement Plan, and then conduct requests for feedback as warranted.<sup>14</sup> During the spring, the Planning Consultant will begin updating the draft Procurement Plan. On July 15 of each year, the Utilities provide load forecasts outlining expected eligible retail customer load across the upcoming five-year period, and the Planning Consultant will use those load forecasts to further update a draft of the Procurement Plan to release it for stakeholder feedback on August 15. The Agency and the Planning Consultant will mutually agree to a timeline for the development of the draft Plan that provides the Agency's staff with the opportunity for multiple rounds of review and editing.

Stakeholders are then given 30 days to provide comments on the draft Plan. Across a subsequent period of no more than two weeks, the Agency and the Planning Consultant may revise the draft Plan based on stakeholder comments.<sup>15</sup> The Agency then files the Plan for approval with the Illinois Commerce Commission toward the end of September. During the subsequent 90 days after filing the Plan for approval, the Agency may ask for support from the Planning Consultant as the Agency litigates the Plan. After the Plan is approved by the Commission (generally in mid- to late-December), the Planning Consultant will support the Agency in preparing a final version of the Plan for publication in late January or early February of the following year.

### **II. Long-Term Renewable Resources Procurement Plan**

Through the enactment of the Future Energy Jobs Act (Public Act 99-0906) in 2017, and under revisions contained in the Climate and Equitable Jobs Act (Public Act 102-0662) in 2021, the Agency prepares a biennial Long-Term Renewable Resources Procurement Plan ("Long-Term Plan") that describes the Agency's approaches to conducting competitive procurements and implementing programs to support the Illinois Renewable Portfolio Standard. This includes competitive procurements for RECs from new utility-scale wind, utility-scale solar, hydropower, and brownfield site photovoltaic projects; the administration of a self-direct RPS compliance program for very large energy customers; the Adjustable Block Program (also known as Illinois Shines) to support the development of photovoltaic distributed generation and community solar; the Illinois Solar for All Program to support solar for income-eligible households and communities; and the state's

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<sup>14</sup> See for example, <https://ipa.illinois.gov/content/soi/ipa/en/announcements/ipa-request-for-stakeholder-feedback-on-capacity-hedging-for-ame.html>.

<sup>15</sup> 220 ILCS 5/16-111.5(d)(2).



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Equity Accountability System to ensure equitable access to the clean energy economy in Illinois. The Agency's 2024 Long-Term Plan was published on April 19, 2024.<sup>16</sup>

The Agency expects that the Planning Consultant will support the Agency in the next update of its Long-Term Plan. That update process will start in the spring of 2025 with research and stakeholder feedback requests, which will lead to the development of a draft Plan for release on August 15, 2025, for a 45-day public comment period. After comments are received, the Agency, with support from the Planning Consultant, will update the draft Plan and will file it for approval with the Illinois Commerce Commission late October 2025. During the subsequent 120-day period when the Plan is being litigated, the Planning Consultant will provide support to the Agency on an as-needed basis to provide research and analysis for positions the Agency takes in that litigation. After the Plan is approved by the Commission in February of 2026, the Planning Consultant will assist the Agency in developing a final version of the Plan, including finalizing the REC prices for the Illinois Shines and Illinois Solar for All programs.

This work will include, but not be limited to:

- a. The Planning Consultant will develop adjustments and refinements to the REC Pricing Model used to set REC prices for the Illinois Shines and Illinois Solar for All programs. This REC pricing-related work will include:
  - i. Analysis of solar market data to support and justify the modeling approach.<sup>17</sup>
  - ii. Using the REC Pricing Model and updated data inputs to develop proposed REC prices for the 2025-2026 program year for stakeholder feedback in early 2025, and updating those prices based on that feedback. This process will be repeated on an annual basis.
  - iii. Review of the Agency's approach to REC pricing modeling for consideration of adjustments or changes that could be made.
- b. The Planning Consultant will support the Agency with analyzing load forecasts, and calculating RPS budgets and targets at the utility and Statewide level contained in Chapter 3 of the Long-Term Plan, including:
  - i. Analyzing contracted REC quantities and prices to estimate available budgets and gaps.
  - ii. Analyzing the balance between wind and solar photovoltaic contracted REC quantities and recommend procurements of RECs to achieve required balance.
  - iii. Analyzing the impact of proposed REC procurements on available budget and targets, and recommending adjustments if needed.
- c. As needed, the Planning Consultant will provide recommendations for adjustments to the competitive REC procurement process to achieve RPS targets while staying within available budget (see Chapter 5 of the Long-Term Plan).
- d. As needed, the Planning Consultant will develop recommendations for improvements to the Adjustable Block Program based on analysis of market

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<sup>16</sup> See: <https://ipa.illinois.gov/energy-procurement/current-approved-plan.html>.

<sup>17</sup> See in particular Section 7.5 of the 2024 Long-Term Plan and technical details and modeling contained in Appendices D and E (available at: <https://ipa.illinois.gov/energy-procurement/2024-ltrrpp-appendices.html>).

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- data and best practices from other states (see Chapter 7 of the Long-Term Plan).
- e. As needed, the Planning Consultant will develop recommendations for improvements to the Illinois Solar for All Program based on analysis of market data and best practices from other states (see Chapter 8 of the Long-Term Plan).
  - f. The Planning Consultant will review and propose improvements to the implementation of the public interest criteria for adjacent states, if any (see Chapter 4 of the Long-Term Plan).

The Planning Consultant's final scope of work (and associated budget) for supporting the Agency's updates to its Long-Term Plan will be determined in the Spring of 2025 based upon the Agency's needs and the Planning Consultant's capacity. That scope could include support for portions of the Long-Term Plan not listed above. For the purpose of the response to this RFP, Offerors should focus on the items listed above.

### III. Resource Adequacy Study

Section 9.15(o) of the Environmental Protection Act<sup>18</sup> requires that the Agency work with the Illinois Environmental Protection Agency and the Illinois Commerce Commission to jointly prepare and publicly release a report by December 15, 2025 that assesses the State's progress on renewable energy resource development goals, the status of CO<sub>2</sub>e and co-pollutant emissions reductions, the current status and progress toward developing and implementing green hydrogen technologies, the current and projected status of electric resource adequacy and reliability throughout the State for a 5-year period ahead, and proposes solutions for any findings.

The Planning Consultant is expected to provide key support to the agencies in the report's development. This support will include, but not be limited to:

1. The Planning Consultant will perform technical analysis including but not limited to greenhouse gas emission modeling, resource adequacy modeling, production cost modeling, power flow modeling, economic impact modeling, and other modeling and technical analysis to support the report's development.
2. The Planning Consultant will develop a working relationship with regional transmission organizations, including but not limited to PJM and MISO, with the goal of making data requests and obtaining information into a more seamless process.
3. The Planning Consultant will collaborate with other public agencies, organizations, government officials, and stakeholders to produce publishable research as part of the report.
4. The Planning Consultant will track the development and deployment of green hydrogen technology in Illinois and nation-wide for consideration in the report.
5. The Planning Consultant will track the retirement of greenhouse emitting resources in Illinois.

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<sup>18</sup> 15 ILCS 5/9.15(o).

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6. The Planning Consultant will assist in developing a solution-oriented plan in meeting resource adequacy and reliability goals.
7. The Planning Consultant will track and clearly communicate project timelines, updates, and deliverables in a structured manner to the Agency.

If the report reasonably concludes that a resource adequacy shortfall will occur, then the Agency, along with the Illinois Environmental Protection Agency, will then develop a plan to address the shortfall that could include changes to the State's timeline for decarbonization and consideration of additional use of renewable energy, energy storage, demand response, transmission development, and other strategies. That plan would be then submitted to the Illinois Commerce Commission for review and approval. The Agency expects that the Planning Consultant would provide substantial assistance in the development of any such plan.

### IV. Support of Policy Development

Across recent years, the Illinois General Assembly has given the Agency greater statutory authority in shaping energy policy, programs, and procurements in supporting the State's emergent and evolving energy policy goals (particularly its clean energy goals). This has taken – and may take, going forward – the form of developing new procurement plans, revising existing procurement plans and approaches, and preparing studies such as the Agency's policy study released on March 1, 2024 to analyze legislative proposals for energy storage, offshore wind, and underground HVDC transmission lines.<sup>19</sup> While the scope, subject, and timing of future legislation is unknown at this time, the Agency expects that the Planning Consultant will have the skills and capacity to support the Agency with the following tasks as needed:

1. Conduct research and analysis on potential legislative changes impacting the energy sector.
2. Evaluate the implications of new and emerging technologies that could be integrated into the State's electrical grid.
3. Utilize various tools and technical models such as GIS mapping, financial modeling, power-flow modeling, economic impact modeling, resource adequacy modeling, and loss of load studies to assess the impact of proposed policy changes.
4. Prepare detailed technical reports summarizing complex analysis and findings in clear and accessible language for non-technical stakeholders, including government officials, legislators, and the public.
5. Be ahead of the curve on industry trends, best practices, and regulatory developments related to energy policy and quickly gather and synthesize resources to support analytical work and policy recommendations.
6. Monitor proceedings and activities at FERC, MISO, PJM, and other states and regions that would inform or impact the Agency's work, and provide reports to the Agency on an as-needed basis.

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<sup>19</sup> See: <https://ipa.illinois.gov/ipa-policy-study.html>.

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### **V. Potential Support of Energy Storage Policy and Procurements (legislation pending)**

As discussed above, the Agency expects the Planning Consultant will support the Agency with policy development and implementation. The Agency specifically expects that energy storage will be a key focus of potential future legislation as Illinois currently does not have a comprehensive policy or mechanism to support energy storage development. Therefore, the Agency expects that it may require support from the Planning Consultant regarding implementation of energy storage programs and procurements when legislation is enacted. At a high-level, that support could include:

1. Performing deep dives into other states' energy storage procurement approaches, including determining what works and does not work.
2. Analyzing various incentive models including indexed storage credits, tolling agreement-type incentives, rebates, or other alternatives.
3. Exploring incentive mechanisms for pairing storage with renewable energy projects.
4. Evaluating energy storage options and implications for enhancing grid resiliency and resource adequacy.
5. Otherwise providing support to the Agency in understanding and implementing new energy storage legislation.

The Agency also expects that the Planning Consultant will be the lead researcher, analyst, and author of an Energy Storage Procurement Plan, should the development of such a plan be included in future legislation.

### **VI. Zero Emission Standard Payment Calculation Notice**

The Zero Emission Standard, which took effect in 2017 with Zero Emission Credit contracts executed in 2018, provides financial support to certain at-risk nuclear plants through the 2026-2027 delivery year. As part of the administration of the Zero Emission Standard, the Agency must calculate an annual notice<sup>20</sup> of payment calculations and expects that the Planning Consultant will conduct the following tasks:

1. Collect and analyze market data needed to calculate the Market Price Index for the applicable Delivery Year.
2. Calculate the applicable Market Price Index and zero emission credit ("ZEC") Price.
3. Seek agreement on the calculation of the Market Price Index and ZEC Price from the Agency, Commission Staff, Procurement Monitor, and the contracting utilities.
4. Gather administrative cost data from each utility and assist the Agency in drafting the Preliminary Payment Calculation Notice.
5. Gather actual load data from each utility and assist the Agency in drafting the Final Payment Calculation Notice.

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<sup>20</sup> Copies of Zero Emission Standard Payment Calculation Notices are available at: [https://www2.illinois.gov/sites/ipa/Pages/Prior\\_Approved\\_Plans.aspx](https://www2.illinois.gov/sites/ipa/Pages/Prior_Approved_Plans.aspx).

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The process of developing this annual notice is conducted each year during April and May. The final year for developing the notice will be 2026.

### VII. Illinois Power Agency Annual Report

The Agency is required to release an Annual Report<sup>21</sup> each year by February 15. The most recent Annual Report (Fiscal Year 2023) is available at:

<https://ipa.illinois.gov/content/dam/soi/en/web/ipa/documents/20240215-annual-report-fy23--final.pdf>.

The Planning Consultant will prepare the statutory section of the Annual Report (the section starting on page 71 of the Fiscal Year 2023 Annual Report) through the following tasks:

1. Preparing a data request to collect and later analyze information provided by the applicable utilities to satisfy the requirements i) through ix) below:
  - i. The average quantity, price, contract type, and term and rate impact of all renewable resources purchased under the electricity procurement plans for electric utilities.
  - ii. A comparison of the costs associated with the Agency's procurement of renewable energy resources to (a) the Agency's costs associated with electricity generated by other types of generation facilities and (b) the benefits associated with the Agency's procurement of renewable energy resources.
  - iii. An analysis of the rate impacts associated with the Illinois Power Agency's procurement of renewable resources, including, but not limited to, any long-term contracts, on the eligible retail customers of electric utilities. The analysis shall include the Agency's estimate of the total dollar impact that the Agency's procurement of renewable resources has had on the annual electricity bills of the customer classes that comprise each eligible retail customer class taking service from an electric utility.
  - iv. An analysis of how the operation of the alternative compliance payment mechanism, any long-term contracts, or other aspects of the applicable renewable portfolio standards impacts the rates of customers of alternative retail electric suppliers.
  - v. The overall nameplate capacity amount of installed and scheduled renewable energy generation capacity physically located in Illinois.
  - vi. The percentage of installed and scheduled renewable energy generation capacity as a share of overall electricity generation capacity physically located in Illinois.
  - vii. The amount of megawatt hours produced by renewable energy generation capacity physically located in Illinois for the preceding delivery year.
  - viii. The percentage of megawatt hours produced by renewable energy generation capacity physically located in Illinois as a share of overall

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<sup>21</sup> Copies of the Illinois Power Agency's Annual Reports are available at: <https://ipa.illinois.gov/about-ipa/ipa-publications.html>.

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electricity generation from facilities physically located in Illinois for the preceding delivery year.

- ix. Renewable portfolio standard expenditures.
2. Drafting the applicable sections of the Annual Report to comply with requirements i) through ix) above based on the utilities' responses to the data requests and other publicly available information.
  3. Assisting the Agency in assembling and editing the Annual Report. (The Planning Consultant will not be responsible for preparation of the Agency's financial statement.)

The Planning Consultant's work to support the development of the Agency's Annual Report typically begins in October of each year, with a draft of report sections provided to the Agency by the end of December, and then the Planning Consultant supports the Agency finalizing those sections in January. For the development of the Agency's Fiscal Year 2024 Annual Report (to be released on February 15, 2025), the Agency expects that the Planning Consultant selected through this RFP will play a limited role in the Annual Report development, and will contribute more substantially to the Fiscal Year 2025 Annual Report.

**VIII. 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. (Deadlines may require evening and weekend turnaround times.)

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

- 2.3.1. For the Annual Electricity Procurement Plan, submit a draft plan for public comment on or about August 15<sup>th</sup> of each year based upon the load forecasts submitted by the utilities on July 15<sup>th</sup> of each year.
- 2.3.2. Support the Agency in preparing the Electricity Procurement Plan for filing with the Illinois Commerce Commission approval on or about September 30<sup>th</sup> of each year.
- 2.3.3. Support the Agency as necessary through the Electricity Procurement Plan approval process, which starts with the submission of the plan for Commission approval, and includes a public comment period.
- 2.3.4. Biannually for the Long-Term Renewable Resources Procurement Plan (starting in 2025), provide recommendations and detailed modeling to the Agency on how to improve the REC pricing model, refine the presentation of the RPS budget, update competitive procurement approaches, enhance program designs, and recalibrate the adjacent state criteria. This work will include providing written reports to the Agency, supporting the Agency with stakeholder feedback requests,

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and drafting of content for the Long-Term Plan. This Long-Term Plan development process will commence no later than the Spring of the applicable year to meet the deadline of releasing a draft Long-Term Plan for public comment on August 15 of that year and the filing with the Illinois Commerce Commission for approval of an update of that draft Long-Term Plan on around October 20<sup>th</sup> of every other year.

- 2.3.5. Support the Agency as necessary through the Long-Term Plan approval process which starts with the submission of the plan for approval.
- 2.3.6. Update the REC pricing model used for the Adjustable Block Program and Illinois Solar for All Program, and on an annual basis, release program year prices by March of each year.
- 2.3.7. Conduct research, stakeholder outreach, and coordination; and provide support for the Agency as it drafts the Resource Adequacy Study due December 15, 2025.
- 2.3.8. Provide ongoing support for the Agency’s consideration and analyses of legislative proposals and other policy proposals.
- 2.3.9. Post the Preliminary Zero Emission Standard Payment Calculation Notice by June 10 of each year through 2026.
- 2.3.10. Finalize the Illinois Power Agency Annual Report by February 15 of each year.
- 2.3.11. Provide ad hoc support under timelines for deliverables as determined by the Agency from time to time.

**2.4. Proposed Staff:** Using a table similar to Table 2.4 below, please provide a schedule of all staff members, including subcontractors (if any), who will be assigned to support the Agency pursuant to this Solicitation and please provide details on what scope of work the staff members and subcontractor(s) will be assigned. Please insert additional rows as necessary. Note that billing rates by individual and title shall remain unchanged for the initial term of the contract to be awarded.

**Table 2.4 Proposed Staff**

Staff/Subcontractor Name	Title	Proposed Role for this Solicitation	Relevant Area of Expertise	Proposed Billing Rate (\$/Hr.)

**2.5. Where Services are to be performed:** All services shall be performed in the United States. If the Offeror performs the services procured hereunder in another country in violation of this provision, such action may be deemed by the Agency as a breach of

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the contract by Offeror. In the case of a staff member, a contractor or subcontractor whose normal base of operations is in the United States but is temporarily outside the United States by virtue of personal travel or due to the performance of work for another client, and who while outside the United States under these circumstances also performs work for the Agency, no breach shall be deemed.

**2.6. Offeror Proposed Solutions to Meet the Agency’s Requirements:** Please response separately for each of the specific deliverables listed in Table 2.6 below. Responses may be included by adding text within in Table 2.6 or in a separate document that follows the structure provided here.

**Table 2.6 Specific Services Required and Proposed Solutions**

Specific Services Required and Proposed Solutions	
2.6.1	<p>Update the Annual Electricity Procurement Plan – Reference Section 2.1. I</p> <p>Please describe and explain in detail Offeror’s Proposed Solution to satisfy this requirement. At a minimum, Offeror should describe applicable experience, skills, qualifications, and approach.</p> <p>Offeror may also discuss proposed improvements to the risk management strategy and implementation that have historically been used by the Agency.</p> <p>Please include links to, or samples of similar plans prepared by the Offeror.</p> <p>(Limit ten pages not including attachments)</p> <p>Please enter text here.</p>
2.6.2	<p>Support the biennial revision of the Long-Term Renewable Resources Procurement Plan – Reference Section 2.1. II</p> <p>Please describe and explain in detail Offeror’s Proposed Solution to satisfy this requirement. At a minimum, Offeror should describe applicable experience, skills, qualifications, and approach. The Agency is specifically interested in (1) the Offeror’s approach to modeling administratively-set REC prices for Illinois Shines and Illinois Solar for All programs, and how to best refine, refresh, or update the Agency’s current REC Pricing Model; and (2) how the Offeror would propose improving procurements intended to facilitate the development of new utility-scale renewable projects within the Illinois market structure, including limitations such as a statutory REC-only procurement approach,</p>



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	<p>potentially limited RPS budgets, and possible structural constraints around the availability of long-term energy off-take agreements for new projects.</p> <p>Please include links to, or attach sample plans, reports, or studies related to renewable resource procurement developed by the Offeror.</p> <p>(Limit ten pages not including attachments)</p> <p>Please enter text here.</p>
2.6.3	<p>Resource Adequacy Study – Reference Section 2.1. III</p> <p>Please describe and explain in detail Offeror’s Proposed Solution to satisfy this requirement. At a minimum, Offeror should describe applicable experience, skills, qualifications, and approach. The Agency is specifically interested in (1) the Offeror’s experience and approach to modeling resource adequacy, and grid reliability and resiliency, (2) the Offeror’s demonstration of deep technical analysis abilities including but not limited to greenhouse gas emission modelling, resource adequacy modelling, production cost modelling, power-flow modelling, economic impact modelling etc., and (3) the Offeror’s experience in collaborating with multiple public agencies, public officials, governments and private organizations while serving a primary client.</p> <p>Please include links, or attach past sample plans, reports, or case studies related to energy storage procurement developed by the Offeror.</p> <p>(Limit ten pages not including attachments)</p> <p>Please enter text here.</p>
2.6.4	<p>Support of Policy Development – Reference Section 2.1. IV</p> <p>Please describe and explain in detail Offeror’s Proposed Solution to satisfy this requirement. At a minimum, Offeror should describe applicable experience, skills, qualifications, and approach. The Agency is specifically interested in (1) the Offeror’s ability to research and analyze public policy initiatives impacting the energy sector, (2) the Offeror’s ability to utilize various modeling tools such as GIS, power-flow modeling, loss of load analysis, economic impact modeling and financial modeling, and (3) the Offeror’s understanding of the energy market to understand and assess new and emerging technologies and their impact on the Illinois grid.</p>

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	<p>Please include links to, or attach sample past plans, reports, or case studies related to energy storage procurement developed by the Offeror.</p> <p>(Limit ten pages not including attachments)</p> <p>Please enter text here.</p>
2.6.5	<p>Potential Support of Energy Storage Policy and Procurements – Reference Section 2.1. V</p> <p>Please describe and explain in detail Offeror’s Proposed Solution to satisfy this requirement. At a minimum, Offeror should describe applicable experience, skills, qualifications, and approach. The Agency is specifically interested in (1) the Offerors approach to modeling the amount of energy storage required to support the Illinois grid, (2) the Offeror’s approach to modeling financial incentives for utility-scale energy storage and distributed energy storage, including but not limited to performance based incentives as well as upfront incentives, (3) the Offeror’s approach to developing a procurement plan for both long duration and short duration energy storage technologies based upon set statutory guidelines. Those statutory guidelines would likely recognize the specific characteristics of the Illinois restructured energy market, and include an energy storage credit incentive mechanism, and potentially limited budgets.</p> <p>Please include links to, or attach past sample plans, reports, or case studies related to energy storage procurement developed by the Offeror.</p> <p>(Limit ten pages not including attachments)</p> <p>Please enter text here.</p>
2.6.6	<p>Update the annual Zero Emission Standard Payment Calculation Notice – Reference Section 2.1. VI</p> <p>Please describe and explain in detail Offeror’s Proposed Solution to satisfy this requirement. At a minimum, Offeror should describe applicable experience, skills, qualifications, and approach.</p> <p>(Limit two pages)</p> <p>Please enter text here.</p>
2.6.7	<p>Support the update of the Illinois Power Agency Annual Report – Reference Section 2.1. VII</p>

**SECTION 2 - TECHNICAL PROPOSAL**

	<p>Please describe and explain in detail Offeror’s Proposed Solution to satisfy this requirement. At a minimum, Offeror should describe applicable experience, skills, qualifications, and approach. The Offeror should also discuss how the section of the Annual Plan on the costs and benefits of the procurement of renewable energy resources by the Agency could be refreshed and updated.</p> <p>The Offeror may include links to, or attach examples of reports, white papers, or articles prepared by the Offeror that consider the costs and benefits of renewable energy.</p> <p>(Limit six pages not including attachments)</p> <p>Please enter text here.</p>
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**2.7. References:**

Please provide four (4) references in Attachment JJ.

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

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

Printed Name of Signatory: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION 3 – PRICING PROPOSAL**

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**3. Pricing Proposal:** Offeror shall submit price quotes to implement the Offeror’s proposed solutions in Section 2.6. Please provide detailed information to support each price quote, including a breakdown of labor hours and rate by staff member, and out-of-pocket expenses in the Pricing Workbook contained in Attachment NN. Price quotes shall not include any taxes. Price quotes shall be firm and remain valid for a period of at least ninety (90) days from the Proposal Due Date. Labor rates will be fixed for the initial term of the contract (expected to be through October 14, 2025), and may be updated for subsequent renewals on the mutual agreement of the Agency and the Planning Consultant.

Offeror’s price quotes, at the discretion of the Agency, may or may not serve as the basis for compensation terms of any resulting contract. Price quotes submitted as part of the Offeror’s Proposal, however, will be used by the Agency to evaluate the Proposal, select the winning Offeror(s), and form the basis for negotiation of the final contract. Failure to submit prices as shown in Sections 3.1 through 3.7 will render Offeror’s entire Proposal non-responsive. Price quotes shall be submitted in the specified format for the following tasks.

**3.1. Update the Annual Electricity Procurement Plan:** Please provide a price quote to update the annual Electricity Procurement Plan according to the Offeror’s proposed solution described in response to Section 2.6.1. Use the attached Pricing Workbook to detail the price breakdown requested in Section 3, and enter the Summary Price Quote below. For pricing purposes, assume that the plan to be updated is the 2024 Electricity Procurement Plan available at <https://ipa.illinois.gov/energy-procurement/current-approved-plan.html>. (Note - during the actual update of the annual electricity procurement plan and subsequent plans, each section of the plan may be considered a separate task. The Agency may or may not assign the selected Offeror specific sections of the plan for update).

Update the annual Electricity Procurement Plan	
Summary Price Quote	\$ Please enter text here

**3.2. Support the Biennial Revision of the Long-Term Renewable Resources Procurement Plan:** Please provide a price quote to support the biennial update of the Long-Term Renewable Resources Procurement Plan according to the Offeror’s proposed solution described in response to Section 2.6.2. Use the attached Pricing Workbook to detail the price breakdown requested in Section 3, and enter the Summary Price Quote below. For pricing purposes, assume that the plan to be revised is the 2024 Long-Term Renewable Resources Procurement Plan available at <https://ipa.illinois.gov/renewable-resources.html> (specifically chapters 3, 4, 5, and Appendices B, D, and E).

Support the biennial revision of the Long-Term Renewable Resources Procurement Plan	
Summary Price Quote	\$ Please enter text here

## SECTION 3 – PRICING PROPOSAL

- 3.3. Support the development of a Resource Adequacy Study:** Please provide a price quote to support the Agency in development of the Resource Adequacy Study described in Section 2.6.3. Use the attached Pricing Workbook to detail the price breakdown requested in Section 3, and enter the Summary Price Quote below. For pricing purposes, the Offeror should assume that at minimum they will study the current status and five-year projections of resource adequacy in Illinois through calculating loss of load expectations, modeling emissions reductions, conducting power flow modeling, and running production cost simulations. The study will use data from MISO and PJM as well as other sources identified by the Offeror.

Support the development of a Resource Adequacy Study	
Summary Price Quote	\$ Please enter text here

- 3.4. Support of Policy Development:** Please provide a price quote that assumes 200 hours of support, with 50% of that support from senior staff and 50% from junior staff. Use the attached Pricing Workbook to detail the price breakdown requested in Section 3, and enter the Summary Price Quote below.

Support of Policy Development	
Summary Price Quote	\$ Please enter text here

- 3.5. Potential Support of Energy Storage Policy and Procurements:** Please provide a price quote that assumes 1,000 hours of support, with 50% of that support from senior staff and 50% from junior staff. Use the attached Pricing Workbook to detail the price breakdown requested in Section 3, and enter the Summary Price Quote below.

Potential Support of Energy Storage Policy and Procurement	
Summary Price Quote	\$ Please enter text here

- 3.6. Develop the Annual Zero Emission Standard Payment Calculation Notice:** Please provide a price quote to develop the annual Zero Emission Standard Payment Calculation Notice according to the Offeror's proposed solution described in response to Section 2.6.6. Use the attached Pricing Workbook to detail the price breakdown requested in Section 3, and enter the Summary Price Quote below.

Update the annual Zero Emission Standard Payment Calculation Notice	
Summary Price Quote	\$ Please enter text here

**SECTION 3 – PRICING PROPOSAL**

**3.7. Support the Update of the Illinois Power Agency Annual Report:** Please provide a price quote to Support the update of the Illinois Power Agency Annual Report according to the Offeror’s proposed solution described in response to Section 2.6.7. Use the attached Pricing Workbook to detail the price breakdown requested in Section 3, and enter the Summary Price Quote below.

Support the update of the Illinois Power Agency Annual Report	
Summary Price Quote	\$ Please enter text here

**3.8. Type of Pricing:** The Illinois Office of the Comptroller requires the State to indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation. Pricing pursuant to this Solicitation and subsequent contract is estimated.

**3.9. Expenses Allowed:** Expenses  are not allowed  are allowed as follows:

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

**3.10. Discount:** The State may receive a \_\_\_\_\_ % discount for payment within 30 days of receipt of correct invoice.

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

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

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

Printed Name of Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION 4 – CONFLICT OF INTEREST AND INAPPROPRIATE BIAS DISCLOSURE**

**4. Conflict of Interest and Inappropriate Bias Disclosure:** Section 1-75(a)(2)(G) of the Illinois Power Agency Act<sup>22</sup> requires *the absence of a conflict of interest and inappropriate bias for or against potential bidders or the affected electric utilities*. For purposes of this Section, an “economic interest” refers to any of the following: i) a financial investment (i.e., equity participation, ownership of a debt obligation, ownership of options on shares of company stock, etc.); ii) rights to commissions from sales, purchases, or leases; iii) rights to royalties or distributions of profits; or iv) the presence of similar economic interests.

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

**Table 4.1 Disclosures**

<b>Illinois Electric Utility Companies</b>			
In addition to responding to the requested information for the electric utility companies listed below, please list other Illinois electric utility companies for which Offeror has provided professional services in the past five (5) years, <b>and or</b> holds any economic interests.			
Company	Offeror currently Provides or has provided Professional Services in the past five (5) years? Yes/No	Offeror has any economic interest in Company? Yes/No	If Yes to either or both of these questions, please describe the services provided and or economic interest held and whether there exists a conflict of interest and inappropriate bias of or against potential bidders of the affected electric utilities.
Ameren Illinois			
Commonwealth Edison			
MidAmerican Energy			

<sup>22</sup> 20 ILCS 3855/1-75(a)(2)(G).

**SECTION 4 – CONFLICT OF INTEREST AND INAPPROPRIATE BIAS DISCLOSURE**

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

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



**SECTION 4 – CONFLICT OF INTEREST AND INAPPROPRIATE BIAS DISCLOSURE**

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

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

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

Printed Name of Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

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

**ATTACHMENT AA**

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

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

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

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



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


**ATTACHMENT BB**

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A "Responsible" Offeror must exist as a legal entity and must be authorized to do business in Illinois at the time a bid or offer is submitted for a State contract. For information on registering to conduct business in Illinois, please contact the Illinois Secretary of State's Department of Business Services at their website at [https://www.ilsos.gov/departments/business\\_services/home.html](https://www.ilsos.gov/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

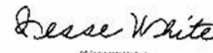


*To all to whom these Presents Shall Come, Greeting:*

*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 .*

  
SECRETARY OF STATE

Author Number: 8-1155015-2  
Author ID: 10-1155015-2  
http://www.ilsos.state.il.us

## STATE OF ILLINOIS

### ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

#### ATTACHMENT CC

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1. If an Offeror is employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this Solicitation in the Illinois Procurement Bulletin (or issuance date if not published), it must have a current Illinois Department of Human Rights ("IDHR") Public Contract Number or have proof of having submitted a completed application for one **prior** to the Offer opening date. 775 ILCS 5/2-101. If the Agency cannot confirm compliance, it will not be able to consider an Offeror's bid or offer. Please complete the appropriate sections below:

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

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

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

2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: [Click here to enter text.](#)
3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 Ill. Admin. Code 750.210(a).
4. Numbers issued by IDHR (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.
5. If Offeror's organization holds an expired number, it must re-register with IDHR.
6. Offeror may obtain an application form by:
  - 6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431.
  - 6.2. Internet: You may download the form from the Department of Human Rights' website at <https://dhr.illinois.gov/public-contracts.html>.
  - 6.3. Email: Request emailed or mailed forms from IDHR by emailing IDHR.PublicContracts@illinois.gov.

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

**ATTACHMENT DD**

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**1. TERM AND TERMINATION:**

**1.1. CONTRACT TERM:** The anticipated contract has an initial term of October 15, 2024 through October 14, 2025. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

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

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

**1.2. RENEWAL:** Subject to the maximum total term identified in Section 1.1 above, the State has the option to renew for the following term(s): Annual renewals for up to four (4) additional years, with an end date no later than five years from the start date of the initial term.

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

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.

# STANDARD TERMS AND CONDITIONS

## ATTACHMENT DD

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### 1.4. TERMINATION FOR CONVENIENCE:

- 1.4.1. The State may, for its convenience and with thirty (30) days of prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor
- 1.4.2. 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.

- 1.5. AVAILABILITY OF APPROPRIATION:** 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 (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

## 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. Minority Contractor Initiative:** Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 2.3. VENDOR ASSURANCE:** The Vendor makes the following assurance and this assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier. The Vendor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in performance of this contract. The Vendor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy, as the Agency deems appropriate, which may include, but not limited to:
- 2.3.1. Withholding payments;
  - 2.3.2. Assessing Sanctions;
  - 2.3.3. Liquidated Damages; and/or
  - 2.3.4. Disqualifying the Vendor from future contracting as non-responsible.

# STANDARD TERMS AND CONDITIONS

## ATTACHMENT DD

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- 2.4. EXPENSES:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 2.5. PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department’s official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or <https://labor.illinois.gov/>.
- 2.6. FEDERAL FUNDING:** This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 2.7. INVOICING:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 2.7.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the Agency’s Illinois tax exemption number and federal tax exemption information.
- 2.7.2. Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

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

## STANDARD TERMS AND CONDITIONS

### ATTACHMENT DD

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3. **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
4. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Vendor shall provide to the State a copy of all such subcontracts within fifteen (15) days after execution of the subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify, by written amendment to the Contract, the State of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.
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 (3) 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 (3) 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 their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or 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 this contract or any subcontract 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 or subcontractor's books and records. 30 ILCS 500/20-65.
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.



## STANDARD TERMS AND CONDITIONS

### ATTACHMENT DD

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7. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
8. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within thirty (30) days after the declaration.
9. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created, or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
10. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods, or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
11. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents, or (d) any actual or alleged claim that the services or goods provided under this contract infringe,

## STANDARD TERMS AND CONDITIONS

### ATTACHMENT DD

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misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

- 12. INSURANCE:** Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 13. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 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:**

  - 17.1. PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
  - 17.2. EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADMIN. CODE 750.
  - 17.3. COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract

## STANDARD TERMS AND CONDITIONS

### ATTACHMENT DD

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dispute. The State of Illinois does not waive sovereign immunity by entering into this contract.

- 17.4. OFFICIAL TEXT:** The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at [www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp).
- 18. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 19. CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract.
- 20. EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 21. NOTICES:** Notices and other communications provided for herein shall be given in writing by via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 22. MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 23. PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 24. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

# STANDARD TERMS AND CONDITIONS

## ATTACHMENT DD

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- 25. SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 26. WARRANTIES FOR SUPPLIES AND SERVICES**
- 26.1.** Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve (12) months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and State laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages, or expenses, including without limitation, reasonable attorney's fees and expenses arising from failure of the supplies to meet such warranties.
- 26.2.** Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.
- 26.3.** Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
- 27. REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
- 27.1.** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 27.2.** By August 31 of each year, Vendor shall report to the Agency the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.
- 28. EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

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

**ATTACHMENT EE**

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

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

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

A contractor or subcontractor that has entered into a contract for more than one year in duration for the initial term or any renewal term shall certify, by January 1 of each fiscal year covered by the contract after the initial fiscal year, to the applicable chief procurement officer of any changes that affect its ability to satisfy the requirements of Article 50 of the Procurement Code pertaining to eligibility for contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its Standard Illinois Certifications a detailed explanation of the circumstances leading to the change in certification status. If a contractor or subcontractor continues to meet all requirements of this Article, it shall not be required to submit any certification or if the work under the contract has been substantially completed before contract expiration, but the contract has not yet expired. A contractor or subcontractor that makes a false statement material to the Standard Illinois Certifications is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Illinois False Claims Act for submission of a false claim. 30 ILCS 500/50-2.

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.

## STANDARD CERTIFICATIONS

### ATTACHMENT FF

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3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. For contracts other than construction contracts subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10, Vendor certifies that it is a legal entity as of the date for submitting this bid, offer, or proposal. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity to qualify as a bidder or offeror prior to submitting a bid, offer, or proposal. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of the contract. 30 ILCS 500/20-43.
6. For construction contracts subject to 30-20 and 33-10 of the Procurement Code, Vendor shall be registered with the Secretary of State as part of the pre-qualification process. 30 ILCS 500/20-43.
7. 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. 30 ILCS 500/25-80.
8. 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. 30 ILCS 500/50-5.
9. 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. 30 ILCS 500/50-10.
10. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five (5) years have passed since the date of the 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. 30 ILCS 500/50-10.5.
11. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an

## STANDARD CERTIFICATIONS

### ATTACHMENT FF

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- employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10(b), 30 ILCS 500/50-10.5(e).
- 12.** 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 or is actively disputing or seeking resolution), 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. 30 ILCS 500/50-11, 50-60.
  - 13.** 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. 30 ILCS 500/50-12.
  - 14.** 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. 30 ILCS 500/50-14.
  - 15.** 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. 30 ILCS 500/50-25.
  - 16.** Vendor certifies it is not in violation of the “Revolving Door” provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
  - 17.** 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. 30 ILCS 500/50-38.
  - 18.** Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist’s costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500/50-38.
  - 19.** 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. 30 ILCS 500/50-40, 50-45, 50-50.
  - 20.** 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.
  - 21.** Drug Free Workplace
    - 21.1.** If Vendor employs twenty-five (25) or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.



## STANDARD CERTIFICATIONS

### ATTACHMENT FF

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- 21.2.** If Vendor is an individual and this contract is worth more than \$5,000, 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.
- 22.** 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.
- 23.** 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.
- 24.** 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.
- 25.** Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminating club.” 775 ILCS 25/2.
- 26.** 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.
- 27.** 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 of any child under the age of 12. 30 ILCS 584.
- 28.** 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.
- 29.** 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.
- 30.** Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at ([www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa)). 30 ILCS 587.
- 31.** Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

## STANDARD CERTIFICATIONS

### ATTACHMENT FF

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

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

or

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

**32.** Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in Illinois or the United States. 30 ILCS 517.

**33.** Vendor certifies that, for the duration of this contract it:

- will post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- will provide an online link to these employment vacancies so that this link is accessible through the <https://illinoisjoblink.illinois.gov/> website its successor system; or
- is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. 20 ILCS 1005/1005-47.

**34.** Vendor certifies it is not prohibited by federal agencies pursuant to a United States Department of Homeland Security Binding Operational Directive due to cybersecurity risks. 30 ILCS 500/25-90.

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, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed. A bid, offer, or response with an annual value of more than \$100,000 that does not include this form shall be considered non-responsive. The Agency will consider this form when evaluating the bid, offer, or response or awarding the contract. A vendor seeking or holding a contract with an annual value of more than \$100,000 shall provide this form which will become a material part of the contract.

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

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

**This disclosure is submitted for:**

- Vendor
- Vendor’s Parent Entity(ies) (100% ownership)
- Subcontractor(s)
- Subcontractor’s Parent Entity(ies) (100% ownership)

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

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 1 SUPPORTING DOCUMENTATION SUBMITTAL

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

Option 1 – Publicly Traded Entities

- 1.A.  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% (\$123,420) of the annual salary of the Governor.

OR

- 1.B.  Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 100 Shareholders

- 2.A.  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% (\$123,420) of the annual salary of the Governor.

OR

- 2.B.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and 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.  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% (\$123,420) of the annual salary of the Governor.

Option 4 – Foreign Entities

- 4.A.  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% (\$123,420) of the annual salary of the Governor.

OR

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

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS**

**STEP 2**

**DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

(All entity types, except sole proprietorships 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 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$123,420.

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

<b>TABLE – X</b>			
<i>Name</i>	<i>Address</i>	<i>Percentage of Ownership</i>	<i>\$ Value of Ownership</i>
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 4.A. in Step 1, provide the name and address of each individual or entity 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 \$123,420.

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

<b>TABLE – Y</b>			
<i>Name</i>	<i>Address</i>	<i>% of Distributive Income</i>	<i>\$ Value of Distributive Income</i>
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 INTERESTS

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 \$123,420.

Yes  No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$123,420 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.

<b>TABLE – Z</b>	
<i>Name</i>	<i>Address</i>
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

Yes  No. Is your company represented by or do you employ a lobbyist 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 officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist’s information.

<i>Name</i>	<i>Address</i>	<i>Relationship to Disclosing Entity</i>
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 this Agency contract: [Click here to enter text.](#)

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 4 PROHIBITED CONFLICTS OF INTEREST

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 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% (\$123,420) 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 (\$205,700)?  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% 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 (\$411,400)?  Yes  No

### STEP 5 POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?  Yes  No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?  Yes  No

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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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 office?  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

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, and position title of each individual.



## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

### STEP 7 POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

This step must be completed for each person and entity disclosed in Step 2, Option A, 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, and position title of each individual. [Click here to enter text.](#)

### STEP 8 DISCLOSURE OF CURRENT AND PENDING CONTRACTS

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

Yes  No.

If “Yes”, please specify below. Additional rows may be inserted into the table or an attachment may be provided if needed.

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT HH**

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

- more than 10% of the company’s revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company’s revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran’s ability to develop petroleum resources of Iran.

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

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

Click here to enter text.

**STATE OF ILLINOIS**  
**BUSINESS AND DIRECTORY INFORMATION**

**ATTACHMENT II**

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

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7. Company Web Site Address

[Click here to enter text.](#)

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

[Click here to enter text.](#)

9. Length of time in business

[Click here to enter text.](#)

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

[Click here to enter text.](#)

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

[Click here to enter text.](#)

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

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

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

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

12.4 Disadvantaged (49 CFR 6)  Yes

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

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

## REFERENCES

### ATTACHMENT JJ

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Provide references from four 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. Please include only references that can speak in depth about the specific capacities described in the Offeror's response. The Agency reserves the right to request additional references.

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

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

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

# SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

## ATTACHMENT KK

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[Click here to enter text.](#) agrees with the terms and conditions set forth in the State of Illinois Request for Proposals (Reference Number: 24-RFP-02), including the standard terms and conditions, and certifications, with the following exceptions:

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

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

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

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

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

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

**ATTACHMENT LL**

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I certify that:

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

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

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

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

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

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

Taxpayer Identification Number:

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

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

Legal Status (check one):

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

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

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



# BUSINESS ENTERPRISE PROGRAM, MINORITIES, WOMEN, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN

## ATTACHMENT MM

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Please consult Section I.17 of the RFP for more information on the requirements that must be met through the submittal of the Minorities, Women, and Persons with Disabilities Participation and Utilization Plan

The Business Enterprise Program, Minorities, Women, and Persons with Disability Utilization Plan Template is available at:

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

**Offerors must submit a complete Utilization Plan as Attachment MM to their RFP response.**

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

[https://cei.illinois.gov/content/dam/soi/en/web/cei/documents/GOOD\\_FAITH\\_EFFORTS\\_GUIDANCE.pdf](https://cei.illinois.gov/content/dam/soi/en/web/cei/documents/GOOD_FAITH_EFFORTS_GUIDANCE.pdf)

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

- 91016, Energy Conservation Services, Including Audits
- 91841, Energy Conservation Consulting
- 91897, Utilities: Gas, Water, Electric Consulting
- 92534, Energy Management Engineering
- 96252, Mapping and Geographical Information Systems (GIS) Services

## PRICING PROPOSAL DETAILS SPREADSHEET

### ATTACHMENT NN

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Use this spreadsheet to provide details to support the price quotes contained in Sections 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, and 3.7.

**Offerors must submit a copy of this spreadsheet as Attachment NN to their RFP response**



24-RFP-02 Section 3  
Pricing Workbook (2