

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Request for Provider Proposals

Illinois Solar for All Grassroots Education RFP 19-01

February 26, 2019

PROPOSALS DUE BY March 26, 2019

grassroots@illinoissfa.org

Contents

- I. Introduction and Overview of Illinois Solar For All and Grassroots Education Funding
 - Introduction
 - Illinois Solar for All Program Overview
 - Grassroots Education Funding Overview
 - Education Campaign Overview
 - Grassroots Education and Illinois Solar for All Approved Vendors
- II. Overview of Eligibility and Request for Provider Proposals
 - Eligibility, Collaborative Partnerships & Fiscal Sponsorship
 - Overview of Request for Provider Proposal (“RFP”)
 - Overview of Grassroots Education RFP Evaluation Process
- III. Areas of Interest and Submission Requirements
 - Areas of Interest
 - Campaign Development and Support
 - Award Information
 - Submission Requirements
 - Format and Required Information for RFP Submission
 - RFP Submission Instructions
- IV. Appendix I
 - Subcontractor Agreement

I. Introduction and Overview of Illinois Solar for All and Grassroots Education Funding

Introduction

The Illinois Power Agency (“IPA” or “Agency”) and its Illinois Solar for All Program Administrator, Elevate Energy, are requesting proposals from interested community-based organizations for grassroots education efforts related to the IPA’s Illinois Solar for All Program and to the growth of the solar energy marketplace for low-income communities. Successful proposals will be funded using funds from the state’s Renewable Energy Resources Fund, with selected proposals resulting in the execution of a contract to provide grassroots education services between that organization (or the lead organization, in the case of a proposal featuring multiple organization) and Elevate Energy.

Illinois Solar for All Program Overview

The Illinois Solar for All Program (“ILSFA”) is a low-income solar incentive program made possible by Public Act 99-0906 (also known as the Future Energy Jobs Act) and was enacted to help strengthen the state’s economy and move Illinois towards a clean energy future. The program is administered by Elevate Energy (“Program Administrator”) on behalf of the Illinois Power Agency. Illinois Solar for All provides greater access to the clean energy economy for low-income and environmental justice communities through incentives that guarantee affordable solar installations and significant energy bill savings,¹ with those incentives taking the form of a 15-year contract for the delivery of renewable energy credits (“RECs”) produced by new solar photovoltaic systems, paid on the energization of the system. Payments are made to Approved Vendors in exchange for a commitment to deliver the project’s RECs; those Approved Vendors then pass incentives on to qualified participants, guided by a comprehensive set of program requirements and consumer protections.

Through ILSFA, incentives are made available for residential households with incomes at or below 80% of Area Median Income (AMI), and to qualifying non-profits and public agencies. ILSFA ensures that each qualified participant has no upfront costs and sees measurable savings. Qualifying systems include distributed generation (i.e., on-site) installations for eligible residential properties and non-profit/public sector facilities, as well as community solar projects serving these participants, including property owners, renters, and nonprofit/public sector subscribers. Illinois Solar for All also provides comprehensive consumer protections, accelerates workforce development through job training requirements, has a goal of 25% of incentives going towards environmental justice communities, and provides funding for grassroots education.

As referenced above, program participation is facilitated by what are known as Approved Vendors, who serve as the counterparty to the REC delivery contract and are the direct recipient of the financial incentive. Approved Vendors are

¹ A separate non-income qualified program, the Adjustable Block Program, to encourage the development of new solar projects is also available. See www.illinoisabp.com for more information.

entities that have qualified to participate in the program and may be solar project developers, system installers, aggregators, or other entities.² Payment of incentives will be made to Approved Vendors who will be responsible for ensuring that the value and benefits of those incentives flow through to program participants (including provisions that there are no up-front payments for distributed generation solar projects or for subscriptions to community solar projects),³ and that any subsequent annual costs charged to participants are less than half of the level of projected first-year bill credits from the output of the solar project.

Solar for All consists of four sub-programs: (A) Low-income distributed generation, for on-site residential solar projects (such as a rooftop installation); (B) Low-Income Community Solar, for off-site solar projects operating under a subscription model; (C) Incentives for on-site projects at non-profits and public facilities; and (D) a Low-Income Community Solar Pilot Project sub-program featuring distinct rules and incentives. For more information about Illinois Solar for All, please see Section 1-56 of the Illinois Power Agency Act (20 ILCS 3855), Chapter 8 of the IPA’s Long-Term Renewable Resources Procurement Plan (“Plan”),⁴ or the Illinois Solar for All Program website (www.illinoissfa.org).

Grassroots Education Funding Overview

Section 1-56(b)(3) of the Illinois Power Agency Act provides that up to 5% of Illinois Solar for All funding be made available to community-based organizations and agencies to conduct grassroots education. Based on the ILSFA program funding allocated by the Plan, up to \$1.5 million will be available each year to fund grassroots education campaigns.

The goal for the grassroots education campaigns funded through this RFP is to help ensure the opportunities of Illinois Solar for All reach low-income households and communities across the state. Campaigns should target geographies and individuals/households that are commonly hard to reach, adapting the message or methods in a way that conveys easy access to information, program opportunities, and points of entry into the program.



Education Campaign Overview

Grassroots education campaigns should identify specific audiences and issues. Campaigns should work to disseminate critical program-related information, including but not limited to solar basics, program requirements, eligibility,

² For more information on Approved Vendor requirements, please see <https://www.illinoissfa.com/>.

³ “Community solar” refers to a subscription-based model under which “subscribers” to a photovoltaic project receive a bill credit for that project’s energy production—thus making it a more tenable option for residents and businesses looking to participate in solar energy, but without the rooftop space or rooftop rights enabling them to install a rooftop system.

⁴ The Long-Term Renewable Resources Procurement Plan may be found here:

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

consumer protections, and program benefits and opportunities. Campaigns can be targeted to one or more identified audiences, addressing any of the defined areas of interest or state geographies. One objective of the grassroots education strategy will be to ensure that campaigns collectively reach a diversity of households and communities, topics, and geographies over time. In addition, the Plan states that up to 60% of the available grassroots education funding (or up to 3% of total ILSFA program funding) be targeted in a way that helps direct program resources towards environmental justice communities.⁵ As such, campaigns that focus their efforts on environmental justice communities be prioritized in selection.

Campaigns should propose communication strategies and tactics with demonstrated success by applicant organizations. For example, effectively facilitating community meetings or events, training sessions, workshops, etc. Campaigns can include the development of deliverables, like translated or adapted brochures, marketing materials, or program materials. Proposals should identify any such materials to be developed and used as part of the proposed campaign. Success should be measurable. For example, metrics such as setting goals for the number of events, stakeholders reached, or exit interviews captured should be outlined in the campaign proposal.

Grassroots Education and Illinois Solar for All Approved Vendors

Grassroots education is not intended to directly support Approved Vendors who market to and install solar for program participants, or to conduct outreach that directly generates customers for specific vendors (or their agents, subcontractors, or other designees who do the same). Those efforts constitute commercial marketing, and these customer acquisition costs borne by Approved Vendors are already assumed under the REC prices available through the ILSFA program. However, it is anticipated and desired that grassroots education efforts should directly and indirectly result in greater program participation. It is also recognized that communities across the state that are isolated or otherwise not represented by the solar industry may have a high degree of interest in the ILSFA program but may not have the ability to participate simply because Approved Vendors are not currently present in their communities. As such, grassroots education may play a role in informing or facilitating connections between communities and Approved Vendors to accelerate participation in those communities. In this context, Approved Vendors may participate in events organized by grassroots education organizations, provided that all Illinois Solar for All Approved Vendors have the same opportunity to participate in a transparent manner. Additionally, educator organizations funded through this RFP can at no time during the contract period or within six months after the conclusion of the contract period receive payments from Approved Vendors.

⁵ For more information on the process for determining which communities qualify for (or may apply to be considered as) “environmental justice communities,” please see the ILSFA program website (www.illinoisfa.com/environmental-justice-communities). As of the date of release of this RFP, the Illinois Power Agency and Program Administrator had released a proposed list of Census Block Groups within Illinois that qualify as environmental justice communities for purposes of ILSFA. The Agency’s proposed methodology considers environmental exposures, environmental effects, and socioeconomic factors to assign a single score to each Census Block Group in the state, and identifies the top 25 percent of all Census Block Groups in the state based on this calculation. Maps and address lookup tools are available (<https://elevate.maps.arcgis.com/apps/webappviewer/index.html?id=fa5c9f04479b4706983bf9ca75a122e4>) for every address in the state to determine if it is part of an environmental justice community as so defined.

Respondents to this RFP may rely on this list in developing their proposals to focus, if they choose, grassroots education efforts on environmental justice communities. The Agency will issue an announcement when a final list of environmental justice communities is published and, if it is released before the due date for this RFP, will state how that final list may be relied on for purposes of this RFP.

II. Overview of Eligibility and Request for Provider Proposals

Eligibility, Collaborative Partnerships, and Fiscal Sponsorship

All Applicants for Illinois Solar for All Grassroots Education funding must be a registered nonprofit organization with the Illinois Secretary of State, excluding trade or political nonprofits. Qualified Applicants must also demonstrate that they 1) regularly provide services to low-income or environmental justice communities, 2) have a demonstrated ability to provide outreach, education, training or program delivery for energy-related programs or services, or 3) have a demonstrated ability to provide outreach, education, training, or program delivery to low-income property owners, workforce development stakeholders, or other community organizations and ILSFA participants and stakeholders.

Applicants are encouraged to collaborate to leverage resources and strengths in various areas of interest or geographies. All sub-applicants or subcontractor organizations working for the Applicant that provide primary service delivery—specifically, conducting outreach, community engagement, or campaign strategy—must be nonprofit organizations and collectively meet the qualifications of this proposal. Other organizations, including for-profit firms, can be used to provide discrete products and services in support of the campaign—for instance, the physical production of campaign materials—but may make up no more than 40% of the campaign budget.

To be eligible to respond to this RFP, organizations conducting grassroots education must be community-based organizations that work within the communities in which they will be providing grassroots education. There may be community-based organizations that are highly qualified to conduct these campaigns but may not be registered nonprofits or otherwise have the capacity to manage the financial and contractual obligations required by this funding. In these instances, a registered non-profit organization may act as fiscal sponsor for other organizations that develop and implement these campaigns but do not have this status. Fiscal sponsors cannot act on behalf of for-profit firms, trade groups, or political organizations.

For collaborative proposals or proposals using fiscal sponsorship, it is important that such proposals clearly specify the roles and responsibilities of collaborative partners and, ideally, demonstrate an equitable approach to decision making processes. In the case of a fiscal sponsorship, the fiscal sponsor will be the lead applicant, submitting the proposal on behalf of the partnership. Should funding be awarded, the sponsor organization will execute the contract and will have overall responsibility for monitoring the program and finances for the project, and for submitting interim and/or final reports, as well as all other obligations under the contract.

Overview of Request for Provider Proposals (“RFP”)

This RFP requests not-for-profit entities that desire funding to provide grassroots education to potential program participants and other stakeholders about the benefits and opportunities of the Illinois Solar for All Program to submit a robust proposal for providing grassroots education services on behalf of the Illinois Power Agency (“IPA”) and the

Program Administrator consistent with the requirements below. Section III hereof lists the RFP submission requirements and procedures for prospective providers. Applicants must respond to this RFP no later than **March 26, 2019**.

The IPA and Program Administrator may determine at their discretion whether to accept any responses that are not received by the date and time set forth in this RFP. Based on the RFP submissions and subject to Section 1-56 of the Illinois Power Agency Act (20 ILCS 3855) and other requirements of state law, the IPA and Program Administrator will select, in their discretion, successful proposals to provide education services for the program based on selection criteria described below. Entities submitting selected proposals will receive funding through a contract for grassroots education services executed between the selected provider and Elevate Energy, with those contracts ultimately funded using monies paid using the IPA-administered Renewable Energy Resources Fund. As the State of Illinois is the source of these funds, please note that resulting grassroots education contracts will be subject to state contracting requirements covering required certifications, terms, and conditions.

Overview of Grassroots Education RFP Evaluation Process

Not-for-profit providers with qualifying responses based on the eligibility criteria above may be asked to provide additional project detail, more in-depth responses, and/or to meet with the IPA and Program Administrator to negotiate potential scopes and costs of services proposed in their responses. All RFP responses will be subject to evaluation by the IPA and Program Administrator.

Proposals will be evaluated based on the strengths of their proposed campaigns. Specifically, the strength of the campaign will be scored based on the strength of the campaign description, the proposed metrics, the experience of the responder, and cost relative to value delivered. All proposals must meet the minimum scoring requirement for further consideration. Proposals meeting that requirement will be rank-ordered by score; however, the IPA and its Program Administrator reserve the right to select proposals outside of rank order to a) meet the Long-Term Plan's goal of prioritizing up to 60% of funding for grassroots education benefitting environmental justice communities, and/or b) ensure sufficient diversity of focus across selected proposals—including and especially geographic diversity, but also potentially diversity in education topics and delivery mediums.

Campaign Scoring	
Strength of the campaign	40
Proposed metrics	20
Experience of responder	15
Cost and value of delivery	25
Total Possible Score	100
Minimum Score Required	50

Following the evaluation process (including the preparation and delivery of any additional materials requested), the IPA, Program Administrator, and each qualified provider will negotiate a final scope of work to be conducted, campaign goals and metrics, and an award amount corresponding to the services provided in the scope of work and agreed-upon compensation rates. Providers will be required to execute a contract with the Program Administrator in a form substantially similar to the draft Subcontractor contract included in this RFP as Appendix 1, including any additional certifications required by Illinois law or otherwise requested by the IPA.

The IPA and Program Administrator reserve the right to modify the terms and conditions of, or terminate, this solicitation in whole or in part at any time including limiting the total amount of funding awarded in this round. The IPA and Program Administrator's receipt of proposals or other data, information, or documents at any stage of either this RFP or the negotiation process shall in no way obligate the IPA or Program Administrator to enter into any legally binding or enforceable agreement of any kind with the applicant.

III. Areas of Interest and Submission Requirements

Areas of Interest

The Illinois Solar for All grassroots education strategy will be developed in a way that leverages the skills and experiences of a diverse cohort of organizations across the state. These organizations will provide expertise in various areas of interest, including expertise with various stakeholders, education topics, community segments, geographies, and/or engagement strategies. Applicants can propose campaigns built around one or more of the following areas of interest. However, these areas are not intended to be exhaustive, and innovative campaigns based on the specific needs of communities are encouraged.

- A. Participant Benefits: Including educating potential participants on solar basics, program benefits, program requirements, consumer protections, solar-ready properties, finding Approved Vendors, or other benefits, opportunities, and requirements related to potential ILSFA participants.
- B. Job Training: Including job training program requirements, job training opportunities, connecting qualified trainees to Approved Vendors, the hiring process and solar career development, disseminating ILSFA solar jobs resources and tools, and other benefits and opportunities related to ILSFA job training requirements.
- C. Environmental Justice: Including environmental justice program goals and requirements, methodology for determining ILSFA environmental justice communities, the self-designation process, or other benefits, opportunities, and requirements related to ILSFA environmental justice.
- D. Community Engagement: Including ILSFA community engagement requirements, benefits of ILSFA to communities, the role of communities and community organizations in working with ILSFA vendors, effective community engagement, and other benefits, opportunities, and requirements related to ILSFA community engagement.
- E. Hard to Reach Communities: Including campaigns with an emphasis on targeting seniors, very low-income populations, communities with language barriers, or other hard-to-reach communities in Illinois.

- F. Geographically Diverse Communities: Including campaigns with a focus on isolated or rural communities, communities with an absence of service providers or community organizations, areas with unusual housing stock, or other geographies less likely to be reached by common marketing and engagement efforts.
- G. Effective Engagement Strategies and Tactics: Demonstrated expertise with strategies and tactics for engaging identified communities and issues, like community relationship building, outreach, education, meetings, events, workshops, or other methods for effectively conducting campaigns.

Proposed campaigns can touch on more than one area of interest or focus on only one. All campaigns funded by this initiative are intended to educate various audiences on the benefits and opportunities of the Illinois Solar for All Program. However, because solar is largely new to Illinois, more general energy and solar education may be advisable during this initial round of campaigns.

Additionally, as realized in the efforts of income-eligible energy efficiency programs across the state in recent years, there are challenges mostly unique to low-income housing stock and households in Illinois that present potential barriers to participation, including deferred property maintenance and a general lack of “solar-readiness.” Educating around these issues may help accelerate the market for ILSFA participation in the near term and in future years of the program. As such, emphasis on these topics is encouraged to be incorporated into campaigns during this first round.

Campaign Development and Support

The Program Administrator will work with selected organizations to provide guidance and support in developing campaigns. Strategies, materials, forms and other resources will be made available to help organizations develop effective campaigns. Opportunities will be made available for all organizations in the cohort to connect and work collaboratively to share learnings and strategies and to align campaigns across the state.

Award Information

The IPA and Program Administrator will award up to \$500,000 under this initial RFP funding cycle for campaigns implemented in 2019. Awards in this initial round have been limited to a portion of the total annual funds available to allow the Program Administrator to focus efforts on key education topics and stakeholders, and to measure effectiveness of campaigns to inform subsequent rounds. Subsequent rounds may be issued during the first year of program operations. Total funds awarded annually will not exceed \$1,500,000.

Individual awards will be no more than \$50,000, with exceptions possible for collaborative proposals across multiple organizations. The total amount of awards made available under this RFP may change and will depend on the quality of the proposed projects, the geographic and demographic mix of proposed campaigns, and other programmatic considerations. The IPA and Program Administrator anticipate that the period of performance will be six to nine months for first round campaigns. The IPA and Program Administrator reserve the right to make awards for longer or shorter periods depending on proposals and program needs. All awards will be subject to regular performance measurement and reviews.

All awards will result in a binding contract for grassroots education services between the lead organization and Elevate Energy as the contractual counterparty. Payments for services rendered will be issued based on the achievement of specific deliverables structured as “tasks” (and potentially “sub-tasks”), and lead organizations will be required to account for the time and materials used to accomplish those tasks and sub-tasks up to a not-to-exceed amount based on the final negotiated award value. While actual payment cycles will be determined through a contract’s specific task structure, contracts will not be structured to allow lead organizations to submit invoices more frequently than on a monthly basis. A template of the grassroots education services contract is included in Appendix 1 (the “Subcontractor Agreement”) and will be used as a framework for all campaign contracts executed pursuant to this RFP. Any organizations working as part of the campaign in addition to the primary applicant will be considered subcontractors or vendors to the lead organization, with all subcontractor/vendor amounts submitted with no mark-up or fees.

Alternative payment terms and conditions will be negotiated on a case-by-case basis, and may include a one-time advance up to 25% of the not-to-exceed amount. Organizations seeking alternative payment terms and conditions must show a need for an advance payment as evidenced by the following documentation, which must be included with their proposal:

- Audited financial statement for most recently ended fiscal year including SAS No. 114 and SAS No. 115
- If the organization has not completed an audit for the most recently ended fiscal year, then an unaudited financial statement for the most recently ended fiscal year certified by the Board Chair of the organization should be submitted.
- Self-certification of the need for advance payment stating hardship to the organization or limitations to the proposed campaign created by the standard payment terms. The responder will provide additional documentation supporting its self-certification as reasonably requested by the Program Administrator.

Specific terms, conditions, or provisions of the Subcontractor Agreement that cannot be adhered to by responding organizations should be explained in detail as part of the proposal; if so warranted, Elevate and the Agency reserve the right to deny Applicants unable to meet the terms of the Subcontractor Agreement on that basis.

Submission Requirements

The following items are required to be completed and submitted by all Applicants. Follow the instructions below for each section, providing the necessary details within the specified page limits provided. All sections must be complete for proposals to be evaluated and considered for award.

Applicants must present proposals in the exact format and sequence found in the lettered outline below. Additional services or work not specifically related to grassroots education, Illinois Solar for All and this RFP should not be included. Any designation of proposal content as proprietary or confidential information should be clearly indicated in your response, as well as in any accompanying cover letter or document.

All questions or requests for information regarding this RFP should be submitted in writing and should be directed to grassroots@Illinoissfa.com. All responses will be posted via the ILSFA website (www.Illinoissfa.com). Individual responses will not be provided. To assure that an answer can be provided in a timely manner, questions must be submitted no later than **March 13, 2019**.

Neither the IPA nor its Program Administrator is responsible for costs or damages incurred by any Applicant or other interested parties in connection with this RFP process, including but not limited to costs associated with preparing responses, qualifications, and proposals, and of participating in any conferences, oral presentations, or negotiations.

Format and Required Information for RFP Submission

A. Cover Letter

Identify all applicant project team members and their intended roles, including those in any partner organizations and their relationship to the lead organization in the proposed campaign. Fiscal sponsorship relationships should be clearly defined, and eligibility of each organization stated clearly. Include complete contact information for the lead organization and name of the lead point of contact for the organization. (no more than 3 pages)

B. Campaign Description

Please describe in detail the proposed grassroots education campaign. Provide details on the stakeholders that will be targeted, the areas of interest covered, the rationale, and the strategies and tactics that will be used. Provide details about messaging, events, or deliverables that will be produced in this campaign including the organization's experience with and approach to effectively engaging stakeholders in the targeted communities. Please identify specific locations that will be targeted or where events will take place, including environmental justice communities as discussed in Section I of this RFP. (no more than 8 pages)

C. Description of Need

Please describe why this campaign will help achieve the implementation goals of the Illinois Solar for All Program. What makes this campaign stand out and how does it fill this need? Describe the risk being addressed and the likely outcome if this campaign is not executed. (no more than 4 pages)

D. Organizational Expertise

Please describe why the Applicant (and partner organizations) is qualified to deliver this campaign. What specific experience does the Applicant (or partner organizations) have in engaging or educating the specific stakeholders targeted or with these specific areas of interest? What specific experience does the Applicant (or partner organizations) have in executing the proposed strategies, tactics, methods or deliverables? (no more than 4 pages)

E. Measurement

Please describe how the Applicant will measure the success of this campaign. Provide specific metrics that will be used to measure success. Outline the specific goals or deliverables being proposed. (no more than 2 pages)

F. Timeline

Please provide details on the proposed timeline for executing the proposed campaign. Please include in the timeline all development, execution, measurement and reporting, and close-out milestones. (no more than 2 pages)

G. Budget

Describe the proposed budget for the campaign, including detail on expected allocations to partners and/or subcontractors. Budgets may be in the format usually used by the applicant organization and should include detailed breakdowns of program expenses, including personnel, direct expenses, and amounts paid to partners and/or subcontractors using similar breakdowns. separately.

H. Contract

Applicants must include in their responses a statement certifying that they agree to contract with the Program Administrator in accordance with the terms and conditions set forth in the draft Subcontractor contract included as Appendix 1 to this RFP, or any other terms and conditions proposed by the IPA and/or the Program Administrator in their reasonable discretion. Applicant must also acknowledge that any contract for the proposed campaign over \$50,000 of annual value will be subject to the State of Illinois' Standard Certifications and Financial Disclosures and Conflicts of Interest Disclosure included with Appendix 1. If any applicant objects to any term or condition of the form contract, the applicant must include such objections in its response and include a proposed alternative for consideration. Any applicant who submits a response that does not contain any objection to the form contract will be deemed to agree to the terms and conditions of the form contract. Given requirements of state law, not all alternatives may be able to be considered by the Program Administrator.

I. Attachments to be Included by All Applicants

1. Board List (including board members we may contact as references)
2. Any additional references and letters of support, if included (at Applicant's discretion)
3. Bios of key personnel
4. Illinois Secretary of State Certificate of Good Standing for Not-for-Profit Corporation status
5. Current IRS designation letter for 501(c)(3) status, if any
6. Most recent IRS Form 990, if any
7. Budget attachments, as needed

RFP Submission Instructions

All required information should be submitted electronically in Adobe PDF format to grassroots@illinoisfa.com no later than **March 26, 2019**. The IPA and Program Administrator may determine at their discretion whether to accept any responses that are not received by the date and time set forth in this paragraph. The Program Administrator will notify responders of any inadequacies or omissions in proposals submitted in a timely manner. Proposals that do not include all required information may be disqualified, if reasonable efforts are not made to satisfy these inadequacies or omissions following notification of the deficiency by the Program Administrator.

Appendix 1

SUBCONTRACTOR AGREEMENT

THIS SUBCONTRACTOR AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of _____, 20____ (the “**Effective Date**”), by and between _____, an Illinois not-for-profit corporation (“**Subcontractor**”) and Elevate Energy, an Illinois not-for-profit corporation (“**Elevate**”).

PURPOSE

- A. Subcontractor is in the business of providing certain professional services including developing and implementing grassroots education campaigns.
- B. Elevate is a party to that certain Memorandum of Understanding dated as of September 17, 2018, as amended by MOU Amendment 1 dated December 11, 2018 (collectively the “**MOU**,” and attached hereto as **Exhibit A**), by and between Elevate and the Illinois Power Agency (“**Agency**”), pursuant to which Elevate shall provide certain services for Agency in connection with Agency’s Request for Proposals #18-RFP-02 – Professional Services – Illinois Solar for All Program Administration (the “**Project**”).
- C. To implement the requirement in Section 1-56(b)(3) of the Illinois Power Agency Act, 20 ILCS 3855/1-56(b)(3), that the Agency “allocate up to 5% of the funds available under the Illinois Solar for All Program to community-based groups to assist in grassroots education efforts related to the Illinois Solar for All Program,” Elevate issued its Grassroots Education Request for Provider Proposals #19-01 (“**RFP**”) on **TBD**
- D. Following the receipt of responses to the RFP, Elevate and the Agency jointly chose Subcontractor, among other entities, to carry out grassroots education services for the Illinois Solar for All Program (“**ILSFA**”). Elevate and the Agency now wish to obtain the professional services of Subcontractor in connection with the Project and ILSFA.
- E. Subcontractor has the knowledge, skill and capability to perform such services for Elevate and desires to provide such services all on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, the parties, intending to be legally bound, hereby agree to the following:

- 1. **Services.** Subcontractor is hereby retained by Elevate, and Subcontractor agrees to provide the initial services set forth on the “**Statement of Work**” attached hereto as **Exhibit B** (the “**Services**”). Services shall be performed in accordance with the schedule set forth in **Exhibit B**, or, if no schedule is included, any schedule prepared by Elevate and agreed to in writing by Subcontractor.
- 2. **Payment; Invoicing.**
 - A. Elevate agrees to pay Subcontractor for each deliverable completed in accordance with the terms of this Agreement, including as detailed in Exhibit B. A “deliverable” shall mean a completed task or sub-task as specified in Exhibit B. Subcontractor will be paid on a time and materials basis up to the not-to-exceed contract amount specified in the “Budget” in Exhibit B. Subject to the not-to-exceed contract amount, Subcontractor shall be paid at the hourly rate(s) specified in Exhibit B. Subcontractor agrees

that the Budget is a fair and reasonable price for completion of the deliverables and Services, and that performance beyond the limitations set forth in this Agreement (either financial or time period) shall be at the sole risk and responsibility of Subcontractor. Elevate's payment obligation shall not exceed the Budget unless otherwise agreed to in writing by Elevate and the Agency in advance. In no event will Elevate be obligated to pay for any deliverable or Services exceeding the funding or contract period of this Agreement. In the event the Budget exceeds fifty thousand dollars (\$50,000.00), or Elevate or Agency otherwise request, Subcontractor will complete the State of Illinois Standard Certifications and the Financial Disclosures and Conflicts of Interest document collectively included as **Exhibit D** hereto.

B. Invoicing. Subcontractor may submit invoices for one or more tasks or sub-tasks as they are completed. Subcontractor shall submit to Elevate detailed invoices that include, for each grassroots education deliverable completed by Subcontractor pursuant to this Agreement:

- i. Invoice number
- ii. Invoice date
- iii. Name of Subcontractor
- iv. Description of deliverable
- v. Objective of deliverable
- vi. Date of deliverable
- vii. Location of performance
- viii. Total cost, broken down by labor and materials
- ix. Copy of all written materials used
- x. Invoice of any sub-subcontractor provided to Subcontractor for the deliverable

Subcontractor may invoice Elevate for only those deliverables actually completed. Upon receipt of each invoice, Elevate will include all undisputed amounts in its next invoice to the Agency. Amounts hereunder shall be payable to Subcontractor within thirty (30) days after Elevate's receipt of payment from Agency in connection with each such invoice.

3. **Service Requirements.** Subcontractor shall perform the Services: (i) in accordance with the specifications set forth in this Agreement including any exhibits, schedules or attachments referenced herein and attached hereto including, but not limited to, the MOU; (ii) in accordance with the specifications set forth in the Request for Provider Proposals for Illinois Solar for All Grassroots Education Funding #19-01 dated [DATE] (the "RFP") and Subcontractor's response to the RFP (the "Proposal") except as the Proposal is explicitly modified in this Agreement; (iii) in accordance with industry standard best practices; (iv) with the degree of care typically exercised by professionals performing such services on a nationwide basis; and (v) in accordance with all applicable federal, state and local laws including, but not limited to any applicable requirements included in the RFP. In the event of a conflict between any term or condition of pages 1 – [8] and Exhibit C, collectively the "Project Terms") of this Agreement, the Statement of Work, the MOU, the RFP and/or the Proposal, the order of precedence shall be the Statement of Work, then the RFP, then the Proposal, then the MOU and finally the Project Terms. Subcontractor shall furnish competent personnel for fulfillment of its obligations. If Elevate, in its reasonable discretion, deems Subcontractor personnel unsatisfactory to perform Services, such personnel shall be removed immediately.
4. **Conflict of Interest.** Subcontractor represents that neither it, nor any of its subcontractors under this Agreement, whether presently known or identified after the execution of this Agreement, have any current Conflict of Interest (as defined below) and will not cause any Conflict of Interest to exist during the term of this Agreement. If Elevate or Agency, in its sole discretion, determines Subcontractor or its subcontractors hereto has a Conflict of Interest, Elevate reserves the right to immediately terminate

this Agreement in its entirety. For purposes of this Agreement, a “**Conflict of Interest**” arises in situations where (i) the outside interests or activities of Subcontractor interfere or compete with Agency’s interests, (ii) the stake of Subcontractor in a transaction, entity, or arrangement is such that it violates any conflict of interest policy of Agency or the State of Illinois associated with ILSFA, the Project, or the Services, or (iii) the actions or operations of Subcontractor breach or would reasonably be expected to breach any conflict of interest provision or requirement as specified in the MOU.

5. **Ownership of Work.**

- A. **Work Product.** Any and all reports, documentation, files, media and other materials created or produced by Subcontractor in connection with the Services rendered hereunder shall be deemed “**Work Product.**”
- B. **Work Made for Hire.** The Work Product shall constitute works-made-for-hire belonging exclusively to Elevate (then conveyed to the Agency under the MOU) To the extent that any Work Product does not constitute a work-made-for-hire owned by Elevate, Subcontractor agrees to assign and transfer all of its right, title and interest in such Work Product to Elevate.
- C. **Modifications to Work Product.** Elevate retains the right to modify the Work Product or to merge the Work Product into other documents or other materials owned or utilized by Elevate with the permission of the Agency.
- D. **Subcontractor Proprietary Material.** Elevate does not under this Agreement acquire any ownership rights in and/or to any software, documentation, tools, techniques, methodologies or other material which has not or is not created as part of the Services to be rendered hereunder which is proprietary to Subcontractor (“**Subcontractor Proprietary Material**”). However, if Subcontractor incorporates any Subcontractor Proprietary Material into any Work Product, or any of the Work Product requires Subcontractor Proprietary Material in order to operate or otherwise be useable by Elevate, Subcontractor hereby grants Elevate and Agency a nonexclusive, royalty free, fully paid, perpetual, irrevocable license to use Subcontractor Proprietary Material as part of the Work Product.
- E. **Third-Party Proprietary Material.** Elevate does not under this Agreement acquire any ownership rights in and/or to any software, documentation, tools, techniques, methodologies or other material which is proprietary to any third party (“**Third Party Proprietary Material**”). Subcontractor may not incorporate any Third Party Proprietary Material into the Work Product without the prior written consent of Elevate. Any approved Third Party Proprietary Material incorporated into the Work PR

6. **Confidential Information**

- A. “**Confidential Information**” means any information disclosed under this Agreement by either party (in such capacity, each a “**Disclosing Party**” as the case may be) to the other party (in such capacity, each a “**Receiving Party**” as the case may be) in any form, format or media whatsoever including, without limitation, any observation, data, written material, record, document, drawing, photograph, layout, computer program, software, multimedia, firmware, invention, discovery, improvement, development, tool, machine, apparatus, appliance, design, work of authorship, logo, system, promotional idea, customer list, customer need, practice, pricing information, process, test, concept, formula, method, market information, technique, trade secret, product, program, research, marketing, advertising, business or finances, supply sources, maps, methods, product or program

design information, technical information, benchmarks, performance standards, business plans, inventions, patents and copyrighted materials and other confidential and/or proprietary information or material of, or licensed to, the Disclosing Party, its affiliates or related entities. Confidential Information may also include information of a third party that is in the possession of the Disclosing Party that is disclosed to the Receiving Party. Confidential Information will not include any information that: (1) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (2) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (3) was already in the possession of the Receiving Party free of any obligation of confidentiality at the time of disclosure as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (4) is obtained free of any obligation of confidentiality by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (5) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

B. Maintenance of Confidentiality. Subject to applicable law including, but not limited to the Illinois Freedom of Information Act (5 ILCS 140), each party will use commercially reasonable efforts to prevent unauthorized use or disclosure of the other party's Confidential Information, and will use the Confidential Information solely for the purposes of performing its obligations and exercising its rights under this Agreement. Neither party will disclose any Confidential Information to third parties or to the Receiving Party's employees, contractors or agents except as explicitly provided in this Agreement, the Receiving Party may disclose the Disclosing Party's Confidential Information to those of its employees, contractors or agents who are required to have the information in order to perform such party's obligations and exercise its rights under this Agreement, provided however that such employees, contractors or agents are subject to a confidentiality agreement with terms no less restrictive than those contained herein. If the Receiving Party is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, such party will provide the Disclosing Party with prompt written notice of such requirement prior to such disclosure so that the Disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing sentence, the Receiving Party may furnish that portion (and only that portion) of the Confidential Information that it is legally compelled or is otherwise legally required to be disclosed; provided, however, that the Receiving Party provides such assistance as the Disclosing Party may reasonably request in obtaining such order or other relief at the Disclosing Party's option and expense.

C. Return of Materials. Upon expiration or termination of this Agreement, each party will return promptly or, at the other party's request, destroy all documents and other tangible objects containing or representing Confidential Information of the other party, if any, except to the extent that such documents must be retained to satisfy auditing or regulatory requirements. If requested by the Disclosing Party, the Receiving Party will provide the Disclosing Party with written certification of compliance with the foregoing obligations.

7. **Books and Records; Audit.**

A. Books and Records. Subcontractor agrees to keep and maintain under U.S. generally accepted accounting principles full, true and complete records, contracts, books, and documents as are necessary to fully disclose to Elevate or its authorized representatives, including the Agency, upon audits or reviews, sufficient information to determine compliance with this Agreement, the MOU and the Project.

B. Inspection & Audit. Subcontractor agrees that the relevant books, records (written, electronic, computer-related or otherwise), including, without limitation, relevant accounting procedures and

practices of Subcontractor, financial statements and supporting documentation, and documentation related to the Services shall be subject at all reasonable times, to inspection, examination, review, audit, and copying by Elevate, the Agency, and their respective agents at the office of Subcontractor.

C. **Period of Retention.** All books, records, reports, and statements relevant to this Agreement must be retained for a minimum of four (4) years from expiration or termination of this Agreement.

8. **Indemnity.** Subcontractor shall indemnify, defend, and hold harmless Elevate and the Agency, and their respective officers, directors, employees and agents (each an “**Indemnified Party**”) from and against any claims, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees and costs of investigation, that any Indemnified Party may incur, directly or indirectly, arising out of or resulting from: (A) the breach by Subcontractor, its officers, directors, employees and/or agents of Subcontractor’s obligations under this Agreement or any other agreement or undertaking related to the Project or the Services; or (B) Subcontractor’s willful misconduct or negligence in connection with this Agreement, the Project, or the Services. If any claim is made that may result in a right to indemnification hereunder, Elevate shall promptly give written notice thereof to Subcontractor upon becoming aware of any such claim. Subcontractor shall have the right to defend or settle such claim at its expense, with counsel reasonably acceptable to Elevate, provided that it does so diligently and in good faith. Elevate shall cooperate with Subcontractor in the defense or settlement of such claim.

9. **Insurance.** Subcontractor agrees that all insurance requirements are its responsibility. Specific requirements for Subcontractor’s insurance coverage, if any, are set forth on **Exhibit B** hereto. Elevate will not be responsible for any insurance coverage or claim in connection with this Agreement. Subcontractor’s obligation to indemnify any Indemnified Party shall not be limited to the amount of Subcontractor’s insurance coverage.

10. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until the “**Termination Date**” set forth on **Exhibit A**, unless this Agreement is terminated in accordance with the terms specified herein.

11. **Termination.** Either party may terminate this Agreement upon written notice if the other party has materially breached any provision hereof and has not cured such breach within five (5) days after receiving written notice from the non-breaching party describing such breach in reasonable detail and stating the non-breaching party’s intent to terminate this Agreement. Additionally, Elevate may terminate this Agreement without cause upon ten (10) days’ prior written notice to Subcontractor. Upon any such termination, Subcontractor shall be paid for Services performed through the date of termination.

12. **General Provisions.**

A. **Entire Agreement.** This Agreement, including the exhibits, schedules and attachments referenced herein and attached hereto, represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to the Services. Any additions, deletions or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties. In the event of any contradictory provisions

between this Agreement and the terms of any exhibits, attachments or schedules hereto or any purchase order or other documents issued by Subcontractor in connection herewith, the terms set forth in the body of this Agreement shall prevail.

- B. **Survival.** Notwithstanding any expiration or termination of this Agreement, all payment obligations incurred prior to expiration or termination and any provision of this Agreement which, by its nature should survive such expiration or termination, shall survive.
- C. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and such counterparts will together constitute the same instrument.
- D. **Severability.** The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason by a court of competent jurisdiction, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner, and the remainder of this Agreement shall be effective and binding upon the parties.
- E. **Waiver.** The waiver by either party of any of its rights under this Agreement or of any breach by the other party in a particular instance shall be in writing and shall not be construed as a waiver of the same or different rights or breaches in subsequent instances. All remedies, rights, undertakings and obligations hereunder shall be cumulative, and none shall operate as a limitation of any other remedy, right, understanding or obligation.
- F. **Remedies.** Pursuit by either party of any remedies described herein, or otherwise available at law or in equity, shall not preclude pursuit by that party of any other remedy or remedies provided herein or otherwise available at law or in equity. All remedies, rights, undertakings, obligations and agreements shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.
- G. **Subcontractors.** Subcontractor may hire or engage one or more sub-subcontractors to perform some of its obligations under this Agreement; provided, that (i) any such sub-subcontractor shall agree in writing to be bound by the terms of this Agreement; and (ii) Subcontractor shall in all cases remain responsible for all of its obligations under this Agreement.
- H. **Assignment.** Subcontractor may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Elevate and the Agency. Any such assignment shall be null, void and of no effect.
- I. **Governing Law.** This Agreement will be interpreted and construed in accordance with the laws of the State of Illinois without regard to conflict of laws principles.
- J. **Independent Contractor Status.** It is the express intention of the parties that Subcontractor is an independent contractor and not an employee, agent, joint venturer or partner of Elevate

or the Agency. Nothing in this Agreement shall in any way be interpreted or construed as creating or establishing the relationship of employer and employee between Elevate and Subcontractor. Subcontractor agrees that it is not entitled to any employee benefits of Elevate, and it shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to fees paid to Subcontractor pursuant to this Agreement. Subcontractor shall retain the right to perform services for others during the term of this Agreement so long as such services do not interfere with Subcontractor's ability to perform its obligations under this Agreement. Subcontractor has no authority to act, enter into any contract or incur any liability on behalf of Elevate.

K. **Notices.** Any notice must be in writing and must be delivered to the address of the addressee below: (i) in person; (ii) by first-class registered USPS mail posted and fully prepaid; (iii) by courier capable of being tracked; or (iv) via email. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or upon receipt of courier or email confirmation, as applicable. Either party may change its address for notice by notice to the other party given in accordance with this Section.

To Elevate: Elevate Energy
 322 S. Green Street, Suite 300
 Chicago, IL 60607
 Attention: _____
 Email Address: _____

With a copy of any notice that has or may give rise to a legal claim:

Elevate Energy
322 S. Green Street, Suite 300
Chicago, IL 60607
Attention: Michelle Thoma-Culver
Email Address: michelle.thoma@elevateenergy.org

To Subcontractor: _____

L. **Authority.** Each party represents that it has: (a) the full power and authority to enter into this Agreement and to carry out its obligations hereunder; and (b) taken all action necessary to authorize the execution, delivery and performance of this Agreement. Further, each person signing below warrants that he or she has full power and authority to bind the entity on the behalf of which he or she is signing.

IN WITNESS WHEREOF, this Subcontractor Agreement has been duly executed by the authorized

representatives of the parties hereto as of the date first set forth above.

ELEVATE ENERGY

By: _____

Name: _____

Title: _____

SUBCONTRACTOR

By: _____

Name: _____

Title: _____

EXHIBIT A
MOU

EXHIBIT B
STATEMENT OF WORK

1. Services. The Services will consist of the following tasks, including all resulting deliverables:

A. Task 1: [Include task description, resulting deliverables, sub-tasks (if warranted), schedule including delivery date (or number of days within which task will be completed), any other key information relevant to the task.]

B. Task 2: [List all tasks Subcontractor will complete under the Agreement.]

2. Hourly Rates; Budget.

A. Subcontractor's hourly rates are as follows:

Role	Hourly Rate	Estimated Hours

B. The Budget is as follows, including the not-to-exceed contract amount:

	Task	Total Task Amount
		\$
		\$
		\$
		\$
Total		\$

3. Termination Date.

Unless terminated in accordance with the terms of this Agreement, this Agreement shall expire as of 11:59:59 p.m. on [Date].

EXHIBIT C
SUBCONTRACTOR'S INSURANCE REQUIREMENTS

1. Subcontractor agrees to furnish and keep in force the insurance specified below for the term of this Agreement and for a period of three (3) years after termination hereof if the policy is on a claims-made basis.
 - A. **Worker's Compensation.** Statutory Worker's Compensation Insurance including the Employer's Liability Coverage as required by the State of Illinois. Such policy shall include an alternate employer's endorsement naming the Additional Insureds (as defined below) as required below.
 - B. **Commercial General Liability Insurance.** Commercial General Liability Insurance on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate, which insurance shall contain coverage for bodily injury, property damage, premises operations, completed operations, contractual liability and contingent liability which shall name the Additional Insureds as required below.
 - C. **Automobile Insurance.** Automobile Liability Insurance with a minimum combined single limit per accident of One Million Dollars (\$1,000,000) which shall name the Additional Insureds as required below. Such policy shall include coverage for hired, owned, and non-owned vehicles.
2. **Additional Insureds.** The policies described above shall be endorsed to include as "Additional Insureds": Elevate and the Illinois Power Agency and their direct and indirect parents and subsidiaries, any of their affiliated entities, successors and assigns and any current or future director, officer, employee, partner, member or agent of any of them.
3. **Insurance Policy Requirements.**
 - A. All policies of insurance shall be issued by insurance companies with a general policy holder's rating of not less than A- and a financial rating of not less than Class VII as rated in the most current "Best's Insurance Reports," and licensed to do business in the State of Illinois and authorized to issue such policy or policies. All policies of insurance must be written as primary policies not contributing with and not in excess of coverage that Elevate may carry. Subcontractor shall furnish copies of endorsements evidencing this prior to commencing any Work.
 - B. Subcontractor shall have the right to insure and maintain the insurance policies required by this Agreement under blanket insurance coverages so long as such blanket insurance policies comply with the amounts of insurance and other requirements hereof.
 - C. All policies of insurance procured by Subcontractor shall contain endorsements providing that: (i) such insurance may not be materially changed, amended or canceled with respect to Elevate or the additional insureds except after thirty (30) days' prior written notice sent by registered or certified mail; (ii) Subcontractor shall be solely responsible for the payment of all premiums under such policies and that Elevate shall have no obligation for the payment thereof; (iii) all liability insurance and excess coverage (umbrella) is primary coverage as required above; and (iv) that the Subcontractor's carrier has endorsed a full and complete waiver of subrogation on each policy waiving all rights of subrogation against Elevate, which waiver applies regardless of any self-insured retention or deductible.

- D. The original policy or policies, or duly executed certificates for the same, shall be delivered to Elevate upon execution of this Agreement by Subcontractor, and upon renewals of such policies not less than thirty (30) days prior to the expiration of any such coverage. This Agreement shall not be effective and Subcontractor shall not perform any Work until the required certificates of insurance are submitted and approved by Elevate.

- E. The minimum limits of any insurance coverage required to be carried by Subcontractor shall not limit Subcontractor's liability under the indemnity provision of this Agreement for any uninsured losses or costs incurred by Elevate.

EXHIBIT D
STATE OF ILLINOIS STANDARD CERTIFICATIONS
AND
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST DOCUMENT

The Financial Disclosures and Conflicts of Interest form (“form”) 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 in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid or offer or awarding 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) >\$50,000 (annual value)
- Subcontractor’s Parent Entity(ies) (100% ownership) > \$50,000 (annual value)

Project Name	
Illinois Procurement Bulletin Number	
Contract Number	
Vendor Name	
Doing Business As (DBA)	
Disclosing Entity	
Disclosing Entity’s Parent Entity	
Subcontractor	

Instrument of Ownership or
Beneficial Interest

Choose an item. If you selected Other, please describe:

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

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

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

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation 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% (\$106,447.20) 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% (\$106,447.20) 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% (\$106,447.20) 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% (\$106,447.20) of the annual salary of the Governor.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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.

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

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

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

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

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 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 \$106,447.20.

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

TABLE – X			
NAME	ADDRESS	PERCENTAGE OF OWNERSHIP	\$ Value of Ownership

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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 \$106,447.20.

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

TABLE – Y			
NAME	ADDRESS	% of Distributive Income	\$ Value of Distributive Income

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 \$106,447.20.

Yes No

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

Yes No

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

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

TABLE – Z	
NAME	ADDRESS

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$50,000)

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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/Public University 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.

NAME	ADDRESS	RELATIONSHIP TO DISCLOSING ENTITY

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract:

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 4

PROHIBITED CONFLICTS OF INTEREST

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

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

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided:

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$50,000)

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

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

Please provide the name of the person for which responses are provided:

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that 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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

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

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

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

STEP 7

POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$50,000)

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

This step must be completed for each person 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:

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

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual.

STEP 8

DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$50,000)

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

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

State of Illinois Chief Procurement Office General Services

Yes No.

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship:

STEP 9

SIGN THE DISCLOSURE

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

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

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

Name of Disclosing Entity:

Signature: _____

Date:

Printed Name:

Title:

Phone Number:

Email Address:

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

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

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

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.
- Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.
2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal.
6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to

the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts.

7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false.
10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State.
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code.
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement.

- 17.** Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, Offerors, contractors, proposers, or employees of the State.
- 18.** Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
- 19.** Drug Free Workplace
 - 19.1.** If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 19.2.** If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 20.** Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- 21.** Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- 22.** Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 23.** Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club.” 775 ILCS 25/2.
- 24.** Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- 25.** Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.
- 26.** Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
- 27.** Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a

contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

- 28.** Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.

Name of Certifying Vendor:

Signature: _____

Date:

Printed Name:

Title:

Phone Number:

Email Address: