

05.06.2022

Request for Provider Proposals

Illinois Solar for All
Grassroots Education RFP 22-01

Proposals are due by June 15, 2022.

Submit proposals to: Grassroots@IllinoisSFA.com

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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 (ILSFA) Program Administrator, Elevate Energy (Elevate), request proposals from interested nonprofit community-based organizations for grassroots education campaigns promoting the benefits of the IPA's ILSFA Program to grow the solar energy marketplace for low-income households and communities. Selected proposals will receive funding from the state's Renewable Energy Resources Fund. They will result in the execution of a contract between the applicant organization (or the lead organization, in the case of a proposal featuring multiple organizations) and Elevate to provide grassroots education services. Individual awards will typically be no more than \$100,000, with exceptions possible for collaborative proposals across multiple organizations. Historically, awards have ranged from approximately \$20,000 - \$70,000.

ILSFA Program Overview

The ILSFA Program is a low-income solar incentive program made possible by Public Act 99-0906 (also known as the Future Energy Jobs Act) and revised by Public Act 102-0662 (also known as the Climate and Equitable Jobs Act). The ILSFA Program strives to help strengthen the state's economy and move Illinois towards a clean energy future. The program is administered by Elevate (Program Administrator) on behalf of the Illinois Power Agency.

ILSFA 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. The incentives come in the form of 15-year contracts for the delivery of renewable energy credits (RECs) produced by new solar photovoltaic systems, paid on the energization of the system. Payments go to entities known as Approved Vendors in exchange for a commitment to deliver the project's RECs; those Approved Vendors then pass savings on to qualified participants, guided by a comprehensive set of program requirements and consumer protections. Through ILSFA, incentives are available for residential solar projects serving households with incomes at or below 80% of Area Median Income (AMI), for qualifying non-profits and public facilities, and for community solar¹ projects serving low-income households. ILSFA ensures that each qualified residential participant has no upfront costs and sees measurable savings. Qualifying systems include distributed generation (i.e., on-site) installations for

¹ Community solar allows eligible participants to benefit from solar energy without installing panels on their properties. For example, this option is available for renters that have an electricity account. Through community solar, participants can subscribe to a portion of a solar system that is located offsite and receive credits on their electricity bill. Credits are based on the electricity generated by the solar system.

eligible residential properties and non-profit/public sector facilities, and community solar projects serving these communities, including property owners, renters, and non-profit/public sector subscribers. ILSFA also provides comprehensive consumer protections, accelerates workforce development through job training requirements, aims to award at least 25% of its incentives to projects in environmental justice communities, and provides this funding for grassroots education.

As referenced above, Approved Vendors, who facilitate program participation, serve as the counterparty to the REC delivery contract and are the direct recipients of the financial incentives. Approved Vendors are entities that have qualified to participate in the program and may be solar project developers, system installers, aggregators, or other entities who have qualified to participate in the ILSFA Program. They are responsible for the application and solar installation for ILSFA projects, including income verification, job training requirements, minimum customer savings, community engagement, and consumer protections.² Incentive payments are made to Approved Vendors, who are then responsible for ensuring that the value and benefits of those incentives flow through to program participants (including provisions that there are no upfront payments for distributed generation solar projects or for subscriptions to community solar projects), and that any subsequent annual costs charged to participants will not exceed 50% of the value of projected first-year bill credits from the output of the solar project.

ILSFA consists of four sub-programs: (A) Low-Income Single-Family and Small Multifamily Solar, for on-site residential solar projects (such as a rooftop installation) at 1–4-unit properties; (B) Low-Income Large Multifamily Solar, for on-site residential solar projects (such as a rooftop installation) at 5+ unit properties (C) Low-Income Community Solar, for off-site solar projects operating under a subscription model; and (D) Incentives for on-site projects at non-profits and public facilities. For more information about ILSFA, 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),³ or the ILSFA website (<http://www.illinoissfa.com>).

Grassroots Education Funding

Section 1-56(b)(3) of the Illinois Power Agency Act provides that up to 5% of ILSFA funding be available to community-based organizations and agencies to conduct grassroots education. Based on the ILSFA funding allocated by the Plan, in this Request for Proposals, the budget is \$500,000.

The goal of the grassroots education campaigns funded through this RFP is to help ensure that low-income households and communities across the state know of opportunities to participate in ILSFA. Campaigns

² For more information on Approved Vendor requirements, please see <http://www.illinoissfa.com/for-vendors/registering-as-an-approved-vendor/>.

³ The current 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>.

The IPA has submitted a revised plan to the ICC for approval, which can be found here: <https://www2.illinois.gov/sites/ipa/Documents/Final%20Reopening%20Revised%20Long-Term%20Plan%20%287%20June%202021%20rev%29.pdf>

should target geographies, individuals, and households that are commonly underserved, and they should adapt messaging or methods to provide education that drives participation in ILSFA.

As of the release of this RFP, the Agency's Long-Term Renewable Resources Procurement Plan will incorporate new provisions related to the enactment of the Climate and Equitable Jobs Act. Approval of that Plan by the Illinois Commerce Commission will arrive in July 2022. An additional RFP may be conducted after the approval of that Plan to solicit campaign proposals for other grassroots activities that stem from the updated Plan.

Education Campaigns

Grassroots education campaigns should identify specific audiences. Campaigns should engage and educate potential program participants on critical program-related information, including but not limited to:

- Building awareness of and trust in solar energy and the ILSFA Program
- Educating low-income households on opportunities to participate in ILSFA (e.g., the additional value of ILSFA vs. Illinois Shines/Adjustable Block Program for eligible participants)
- Demonstrating how communities can access the benefits of solar such as economic development, job training and hiring, and reduced environmental impacts (campaigns focused on solar installations at single - family and small multi-family (2-4 apartments) are particularly encouraged)
- Involving community members in stakeholder engagement processes that will help inform Illinois Solar for All approaches, policies, and processes in ways that benefit low-income and environmental justice communities.

The last element is a new focus area for this RFP to support more accessible opportunities for stakeholder engagement and allow grassroots educators to collect community member input for use in making program improvements while also providing long-term metrics of program success. Organizations need not propose topics for stakeholder engagement; instead, they will bring experience in leading person-to-person, community-based approaches to stakeholder engagement. For example, an organization might propose a half-day working session with parent leaders (including childcare, meals, and a stipend) to discuss and address barriers to participation in the Residential Low-Income Distributed Generation program.

Campaigns should target one or more identified audiences and may address any defined areas of interest or state geographies. One objective of the grassroots education strategy is 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), should be targeted in a way that helps direct program resources towards

environmental justice communities.⁴ As such, selection will prioritize campaigns that focus their efforts on environmental justice communities.

Organizations that have previously received grassroots education funds are encouraged to consider submitting proposals for collaborative campaigns with smaller groups (including those without 501(c)(3) status) who reflect their communities and groups prioritized in CEJA (e.g., returning citizens).

Campaigns should propose communication strategies and tactics with which the applicant organization has demonstrated prior success. Examples include: effectively facilitating community meetings or events, training sessions, workshops, focus groups, etc. As a result of COVID-19, necessary adaptations should also be in the proposal. Campaigns may include the limited development of deliverables beyond materials provided by the Program Administrator, such as translated or adapted brochures, marketing materials, or program materials, but should not include mass marketing campaigns (TV or radio commercials, etc.). Proposals should identify materials to be developed and used as part of the proposed campaign. Campaign goals should be measurable. Metrics for measuring success should be outlined in the campaign proposal, such as setting goals for the number of events, stakeholders reached, or exit interviews captured, and should include metrics that aim to capture the resulting decision on whether to participate in ILSFA and the associated reasoning.

Grassroots Education and ILSFA Approved Vendors

Grassroots education funding shall not support the marketing of solar project development firms and organizations unless such education provides equal opportunities for all applicable firms and organizations. Those efforts constitute commercial marketing, and the customer acquisition costs borne by Approved Vendors are already assumed under the REC prices available through the ILSFA Program.

However, directly and indirectly, grassroots education efforts should result in greater program participation. Communities across the state that are isolated or not engaged 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. Approved Vendors may participate in events organized by grassroots education organizations, provided that all ILSFA Approved Vendors have the same opportunity to participate and do so in a transparent manner. Additionally, educator organizations funded through this RFP cannot, at any time during the contract period or for six months after the conclusion of the contract period: receive payments from any Approved Vendor, engage in any other activity with an Approved Vendor that may constitute a Conflict of Interest (as defined in the Subcontractor Agreement

⁴ 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 website: www.illinoisfa.com/environmental-justice-communities. Maps and address lookup tools are available for every address in the state to determine if they are located in an environmental justice community as so defined. The address lookup tool is available here: <https://elevate.maps.arcgis.com/apps/webappviewer/index.html?id=fa5c9f04479b4706983bf9ca75a122e4>

included in this RFP as Appendix 1) or conduct outreach that prioritizes any particular Approved Vendors, designees, installers, etc.

II. Eligibility and Request for Proposals

Eligibility, Collaborative Partnerships, and Fiscal Sponsorship

All ILSFA grassroots education funding applicants must be community-based and registered non-profit organizations with the Illinois Secretary of State. A community-based organization is an organization that works locally to improve community residents' lives.

Public entities, trade, and political organizations are excluded from participation. 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 and renters, 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 subcontractor organizations working for the applicant that provide primary service delivery—specifically, conducting outreach, community engagement, or campaign strategy—must be non-profit or community-based organization 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 10% of the campaign budget. Organizations may contract with individuals to implement outreach efforts when there is a compelling reason. This should be explained within the proposal (e.g., the contracted organization does not have any paid staff or is seeking to employ members of traditionally underserved communities and partners with a workforce development program facilitating employment of people who were incarcerated).

There may be community-based organizations that are highly qualified to conduct these campaigns but may not be registered non-profits or otherwise perform the financial and contractual obligations required by this funding. In these instances, a registered non-profit organization may act as a fiscal sponsor for other organizations that develop and implement these campaigns but do not have non-profit status. Fiscal sponsors cannot act on behalf of for-profit firms, trade groups, or political organizations.

It is essential that collaborative proposals or proposals using fiscal sponsorship specify the roles and responsibilities of collaborative partners and, ideally, demonstrate an equitable approach to decision-making processes. In the case of fiscal sponsorship, the fiscal sponsor will be the lead applicant and should submit the proposal on behalf of the partnership. Should funding be awarded, the sponsor organization

will execute the contract. It will have overall responsibility for monitoring the program and finances for the project and for submitting interim and final reports, as well as all other obligations under the contract.

Alternative payment terms and conditions will be negotiated on a case-by-case basis and may include a one-time advance up to 10% of the not-to-exceed amount. Organizations seeking alternative payment terms and conditions must show a need for advance payment as evidenced by the following documentation, which must be included with their proposals:

- 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.

Responding organizations should explain in the proposal any specific terms, conditions, or provisions of the Subcontractor Agreement that they cannot adhere to; 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.

III. Areas of Interest and Submission Requirements

Areas of Interest

The ILSFA grassroots education strategy is to leverage the skills and experiences of a diverse cohort of organizations across the state. Organizations don't need to be solar experts but should have experience connecting with various stakeholders, community segments, geographies and demonstrated success with proposed engagement strategies. These organizations will provide expertise in designing education and outreach specifically targeted to low-income communities, identifying gaps in the geographic coverage of past campaigns, creating events and materials accessible to low-income residents, and other needs common in public outreach and grassroots education campaigns targeting low-income communities. 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.

- Building awareness of and trust in solar energy and the ILSFA Program
- Educating low-income households on opportunities to participate in ILSFA (e.g., additional value of ILSFA vs. Illinois Shines/Adjustable Block Program for eligible participants)

- Demonstrating how communities can access the benefits of solar through economic development, job training and hiring, and environmental impacts (campaigns focused on solar installations at single family and small multi-family (2–4-unit residences) are particularly desirable)
- Involving residents and other community members in stakeholder engagement processes that inform Illinois Solar for All approaches, policies, and processes in ways that benefit low-income and environmental justice communities.

To address these goals, campaigns should include strategies to educate and engage 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.

Campaigns that focus on helping single-family and small multi-family residence owners pursue distributed generation projects and that assist community residents in pursuing community solar are particularly desired. This could include general, broad-based education on these topics and strategies that address the following challenges through person-to-person education and connections:

- Building trust in communities impacted by marketing efforts of alternative retail electric suppliers and that are experiencing “energy information fatigue”
- Explaining the added benefits to low-income households of the ILSFA Program compared to the non-income qualified Illinois Shines/Adjustable Block Program and other solar energy programs
- Distilling program information into digestible and relevant formats for the specific communities served

Additionally, as is the case in the efforts of income-eligible energy efficiency programs across the state in recent years, there are challenges unique to low-income housing stock and households that present potential barriers to participation, including deferred property maintenance and a general lack of “solar-readiness.” Educating residents about these issues may help accelerate the market for ILSFA participation in the near term and future years. Campaigns should incorporate these topics, providing information on related programs that can be combined with ILSFA, such as weatherization programs.

Campaigns may also provide information about how communities benefit from solar energy, including how ILSFA’s job training program requirements can help economic development in a community. Examples of campaigns include educating about job training opportunities and solar career pathways, connecting qualified trainees to Approved Vendors, disseminating ILSFA solar jobs resources and tools, and informing about other benefits and opportunities related to ILSFA job training requirements.

Finally, campaigns may involve residents and other community members in stakeholder engagement processes that inform Illinois Solar for All approaches, policies, and processes in ways that benefit low-income and environmental justice communities. The IPA and the Program Administrator have facilitated stakeholder engagement around Illinois Solar for All by using a formal webinar and written comment process but are interested in creative strategies for ensuring that key program decisions reflect community feedback.

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

Expectations for Funded Campaigns

Funded grassroots education organizations will be expected to:

- Review program information and guides to gain program familiarity before the educational onboarding session.
- Attend a two-day educational onboarding session in Chicago or equivalent online onboarding, COVID-19 dependent.
- Attend a one-day mid-cycle meeting in Central Illinois or equivalent online meeting, COVID-19 dependent.
- Attend periodic webinars on program or outreach-related topics (roughly two hours each month).
- Obtain approval of all adapted or newly developed or adapted outreach materials (slides, brochures, T-shirts, etc.).
- Hold monthly 1-hour check-ins with Elevate’s grassroots education coordinator and a subset of other educators.
- Track outreach efforts in a customer database, including meetings and attendance information. Training in the customer database will be provided during the onboarding.
- Track and evaluate the rate of participation in ILSFA by persons that have received targeted education.
- Collect information from interested participants, such as impressions of presentation, questions, and likelihood of participation.
- Provide information, including but not limited to participation in educational events, as requested by the program’s third-party evaluator to ensure a comprehensive evaluation that can inform future program implementation strategies and improvements.
- Follow up with individuals who express interest in participating in ILSFA.
- Promptly respond to inquiries from community residents, directing them to appropriate resources as applicable.
- Prepare a mid-year and an end-of-campaign report (one to two pages) on successes, challenges, and suggestions for improvement for future campaigns.

The Program Administrator will keep organizations informed of program changes. It is important to provide communities with accurate and up-to-date program messaging. Such changes may require updating campaigns, such as updates of key events (e.g., availability of new funds for solar projects) and programmatic changes (e.g., changes from new legislation).

Grassroots Education RFP Evaluation Process

All RFP responses will be subject to evaluation by the IPA and Program Administrator. Proposals will be evaluated based on the strengths of the proposed campaigns in accordance with the Campaign Scoring table below. Specifically, proposed campaigns will be scored based on the strength of the proposed campaign, experience of the responding organization, the cost relative to value delivered and whether or not the responding organization features staff and board members from the community served.

Campaign Scoring	
Strength of the campaign	45
Experience of organization	25
Cost and value of delivery	20
Staff and Board reflect the demographics of the community served	10
Total Possible Score	100

Proposals meeting all RFP requirements will be rank-ordered by score. However, the IPA and the Program Administrator reserve the right to select proposals outside of scoring rank order to accomplish any or all of the following:

- Meet the Plan’s goal of prioritizing up to 60% of program funding for grassroots education benefitting environmental justice communities.
- Ensure sufficient diversity of focus across selected proposals—especially geographic diversity, but also diversity in education topics and delivery mediums.

Applicants with qualifying responses based on the eligibility criteria above may be asked to provide additional project details, 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.

Following the evaluation process (including the preparation and delivery of any additional materials requested), the IPA, Program Administrator, and each selected applicant will negotiate the final scope of work, campaign goals and metrics, and an award amount corresponding to the services in the scope of work and agreed-upon compensation rates.

The IPA and Program Administrator reserve the right to modify the terms and conditions of, or terminate, this RFP in whole or in part at any time, including changing 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.

Award Information

The Illinois Power Agency has filed a new Long Term Renewable Resources Procurement Plan with the Illinois Commerce Commission, which is now subject to a formal litigation process and awaiting Commission approval. The Agency will not have the final resulting changes to ILSFA until summer 2022 after the Commission approves the 2022 Long-Term Renewable Resources Procurement Plan. An additional RFP may be necessary to solicit campaign proposals for activities new to the final approved 2022 Plan.

The IPA and Program Administrator expect to award up to \$500,000 under this RFP funding cycle for campaigns beginning in or around August 2022.

Individual awards will typically be no more than \$100,000, with exceptions possible for collaborative proposals across multiple organizations. Historically, awards have ranged from approximately \$20,000 - \$70,000. The total amount of funds awarded 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 up to 12 months. 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 as the contractual counterparty. Payments for services rendered will be issued based on the time and materials used to accomplish the scope of work 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 in each contract, contracts will be structured to allow lead organizations to invoice on a monthly basis for work performed. Reimbursable expenses are subject to approval by Elevate on behalf of the IPA. 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 and vendor amounts submitted with no mark-up or fees.

Submission Requirements and Instructions

All applicants must complete and submit all information specified in this RFP. Follow the instructions below for each section, providing the necessary details within the specified word limits provided. All sections must be complete for proposals to be evaluated and considered for an award.

Do not include services or work not specifically related to grassroots education, ILSFA, and this RFP. Clearly indicate in your response any designation of proposal content as proprietary or confidential information, as well as in any accompanying cover letter or document, and please submit both an original and redacted version of your proposal where appropriate.

Submit all questions or clarification requests regarding this RFP in writing to Grassroots@IllinoisSFA.com. All responses to questions and clarifications will be posted on the ILSFA website (www.IllinoisSFA.com). To assure that an answer can be provided in a timely manner, submit any questions no later than May 31, 2022. **The Program Administrator will host two webinars to review this RFP and answer questions. The webinars will be recorded and posted to the Illinois for All website.**

Register for Illinois Solar for All Grassroots Education- RFP Review + Q&A using the links below.

May 16, 2022 1:00 PM CDT at:

<https://attendee.gotowebinar.com/register/2219675804980113935>

May 24, 2022 2:00 PM CDT at:

<https://register.gotowebinar.com/register/6587329615669152267>

Neither the IPA nor the 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/or those arising from participating in any conferences, oral presentations, or negotiations.

All required information must be submitted electronically to Grassroots@IllinoisSFA.com no later than **June 15, 2022 (11:59 pm CST)**. Applicants must respond to questions, prompts, and attestations, adhering to word limits, in a Microsoft Word document, PDF, or similar file type, and must submit this with required and optional attachments. 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 confirm receipt of proposals via email reply within one business day of proposal submission. If an applicant does not receive confirmation of receipt within one business day of submission, they should immediately notify the Program Administrator by calling 1.888.970.4732. Proposals that do not include all required information may be disqualified if reasonable efforts are not made to satisfy inadequacies or omissions following notification of the deficiency by the Program Administrator.

Every application will be reviewed and scored by an evaluation committee composed of members of the ILSFA team and a representative of the IPA, which will ensure that campaigns reach diverse areas and audiences with information on a variety of ILSFA-related information. In the case of a conflict of interest involving an applicant and Elevate, the IPA will be responsible for scoring the proposal.

Applicants can expect to be notified in August 2022 via email to their main point of contact as to whether their campaign has been selected for contract negotiation.

Each applicant should respond to every question and prompt, fill in each table, and initial each attestation. Note that some questions have multiple parts and each part should be addressed. Each applicant should submit a current IRS designation letter for 501(c)(3) status (if any), a list of the applicants board of

directors, Illinois Secretary of State Certificate of Good Standing for Not-for-Profit Corporation purchased within the 30-day period before submission of applicant’s response, and most recent IRS Form 990, if any. Each attestation in items 21 and 22 should be initialed by an authorized representative of the lead organization or fiscal sponsor. If applying for more than \$50,000 in funding, applicants should also complete Exhibit D to the Subcontractor Agreement.

1. Name, title, and email address of proposal contact person:
2. Please describe your proposed campaign.
3. What geography (neighborhoods, towns, or areas) will be included in your campaign? Do you have local staff in these areas who will lead outreach efforts?
4. Will your campaign take place in an [environmental justice community](#)⁵? If yes, name or describe which community or communities and estimate the percentage of the campaign that will take place therein.
5. Is this proposal for a collaborative campaign and/or fiscal sponsorship (in which a non-profit organization acts as a fiscal agent on behalf of a local group or represents a group of nonprofits)? If so, please specify all groups and/or the fiscal sponsor that are a part of the campaign and which group will act as the “lead organization” or, if applicable, fiscal sponsor. Also, please specify whether groups have collaborated in the past or are currently working collaboratively on a project or program, and in what capacity.
6. Would you be willing to act as a fiscal sponsor if matched by the Program Administrator?
7. Do the organization’s board of directors and campaign staff/contractors reflect the demographics of the communities being served? Please provide a description of the demographics of the communities being served and the demographics of the organization’s board members and proposed staff/contractors.
8. Will your campaign employ or subcontract with formerly incarcerated person(s) or foster care alumni?
9. What topic(s) will your campaign focus on? (e.g., single family distributed generation, ILSFA program basics, job training etc.)
10. Is your campaign intended to: a) lay broad foundation on solar education, b) provide in-depth assistance and follow up to interested individuals as they participate in the program (i.e., 1:1 assistance), c) educate and engage community members around program requests for feedback or, d) a mix? Please describe the campaign goals in detail. For example, some communities are less familiar with solar opportunities and have been especially impacted by the marketing of predatory electric and gas offers. Those communities may be best suited for a focus on building trust in solar education before moving focus

⁵ Environmental Justice Communities are mapped using this tool:
<https://elevate.maps.arcgis.com/apps/webappviewer/index.html?id=cfd020c99ed844668450c6b77each411>

to 1:1 assistance. If your campaign is intended to be a mix of approaches, please estimate the percentage of time to be spent on general education, 1:1 follow up, and engagement regarding stakeholder feedback.

11. Explain how you will focus your campaign on existing opportunities and/or work to open up new opportunities for participation.

12. How does ILSFA relate to the mission or vision of your organization?

13. What person-to-person education strategies will this campaign use to drive participation in ILSFA (indirectly and directly)? What experience does your organization have implementing these strategies in your target community?

14. Is your audience primarily English-speaking? If not, what language and translation skills are necessary to ensure your campaign's effectiveness and who on your team possesses those skills, or how do you otherwise plan to secure those services?

15. How has your organization built trust in the community(ies) your campaign intends to serve? Why do members of the community(ies) trust you?

16. Please fill in the table below with event types, the number of events you will hold and the estimated number of attendees/participants (e.g., people engaged during canvassing, attendees at a community meeting). Included below the table are examples of a few types of events grassroots education organizations might hold, but this is not an exhaustive list. Use blank spaces to fill in other event types as necessary. Please indicate whether events are planned as virtual or in-person in the 'Event Type' column.

- *Tenant/multifamily workshop*: Same as above, but specific to a convening of a building's tenants
- **Training**: Event held to prepare leaders, providers, etc., to support their community in participating in ILSFA
- **Canvassing**: Door-to-door outreach with the purpose of leaving informational materials or having informal conversations one-on-one
- **One-on-one meeting**: A sit down with a community leader to educate and ask for their help in convening a meeting, distributing solar information, or otherwise assisting in outreach on ILSFA
- **House party (or open house)**:
 - Small gathering (typically 5 to 15 people) of friends, neighbors, and/or colleagues for a hands-on session on solar energy
 - These gatherings might be hosted by a homeowner who has had a site suitability assessment or had solar panels installed and is willing to share their experience and information related to what makes their home a good fit for solar panels, how the panels will be installed, etc. This event type could also involve a gathering of renters in an apartment building meeting to learn about community solar.
- **Networking**: Attendance at events to build working relationships with community members or leaders.
- **Assembly**: Large events to motivate communities to participate in ILSFA
- **Workplace "lunch and learn"**: Brown-bag-style workshop or presentation at a workplace that provides services to low-income households or with a high concentration of low-income employees (such as during a staff member shift meeting)

17. Will you be presenting at meetings that already have built-in audiences (e.g., ward night, block club meeting) or will you need to recruit attendees? If you will be responsible for recruiting attendees, how do you plan to do so? Please describe your success recruiting participants to similar events in the past and explain recruitment for both virtual and in-person events, if you're proposing a campaign that may include both depending on COVID-19 guidelines.

18. Where will your campaign's in-person events be held? For virtual events, what platforms will you use?

19. How will your campaign design be responsive (in messaging and approach) to current conditions, where economic and health concerns are currently more urgent in low-income communities due to the COVID-19 pandemic?

ILSFA BUDGET

Since grassroots education funding is made available through state funding, selected organizations will be subject to State of Illinois reimbursement guidelines, including travel rules which encompass maximum hotel rates and policies governing per diems and meal reimbursements. Travel reimbursement guidelines are available here: <https://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>.

Funded grassroots education organizations will be provided with informational resources to deepen their own understanding of the ILSFA Program, along with outreach materials to utilize when conducting

educational outreach and participant follow-up. Applicants should take these materials into consideration when developing their budgets and scopes of work:

- Outreach materials in English and Spanish, including:
 - PowerPoint slides
 - Fact sheets on solar readiness, solar power fundamentals, ILSFA program basics, job training, and community solar
- Additional outreach materials available in English:
 - One-pagers for renters and for homeowners, including lists of relevant community solar projects and/or vendors
 - Case studies of ILSFA participants

Translation of materials into a language other than English or Spanish (or the translation of materials developed by organizations into Spanish) can be a part of an applicant's scope and allowable expenses.

Selected proposals will receive a contract that is paid on a time and materials basis.

20. Using Excel templates posted with this Request for Proposals, fill in your staff members' hourly rates and estimated total hours of work using the table below. Hourly rates should be fully loaded (e.g., inclusive of overhead costs) and should be whole dollar amounts.

Labor Costs

Role on Campaign	Hourly Rate	Estimated Hours	Total amount (hourly rate x estimated hours)
Total labor costs			

Example table

Role on Campaign	Hourly Rate	Estimated Hours	Total amount (hourly rate x estimated hours)
Director of Organizing and Outreach	\$75	40	\$3,000
Finance Manager	\$60	24	\$1,440
Lead organizer	\$50	200	\$10,000
Organizer	\$40	400	\$16,000
Total labor costs			\$30,440

21. Using Excel templates posted with this Request for Proposals, specify expense amounts (e.g., overnight hotel in Chicago during onboarding for non-local staff, providing food for attendees at workshops, printing flyers) in the six listed categories. (Allowable reimbursement rates through the State

of Illinois for hotels and per diems for staff that are traveling are available here:
<https://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>)

Expense Costs

Task	Expense
Program Management (lodging, mileage reimbursement, etc.)	
Development and Planning (Material adaptation or development, printing costs, partner collaboration and planning etc.)	
Outreach	
Program Implementation (Presentations, food for events, etc.)	
Data tracking and reporting	
Mid-year and final reports and close-out	
Total Expenses	

Example

Task	Expense
Program Management (lodging, mileage reimbursement, etc.)	\$1,000 (mileage)
Development and Planning (Material adaptation or development, printing costs, partner collaboration and planning etc.)	\$200 (printing costs)
Outreach	\$0
Program Implementation (Presentations, food for events, etc.)	\$1,500 (dinner and childcare at events)
Data tracking and reporting	\$0

Mid-year and final reports and close-out	\$0
Total Expenses	

Using Excel templates posted with this Request for Proposals, specify your campaign total (labor total + expense total).

CONTRACT

22. Please review the statements below and initial next to your response to indicate agreement:

If your proposal is selected, do you agree to contract with the ILSFA Program Administrator, Elevate, in accordance with the terms and conditions set forth in the form Subcontractor Agreement, 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?

Yes, applicant agrees to the terms of the form Subcontractor Agreement without modification.

Initial: _____

Bidder cannot agree to the terms of the form Subcontractor Agreement and requests the modification(s) below. Modifications are at the discretion of the IPA and the Program Administrator; if agreement on a proposed modification cannot be reached, proposals may be disqualified.

Initial: _____

You acknowledge that any contract for a 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 in Appendix 1, and you agree to provide these documents if awarded a contract over \$50,000.

Initial: _____

If you object to any term or condition of the form Subcontractor Agreement, detail those objections and proposed alternative(s) for consideration here:

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 Subcontractor Agreement. Subject to applicable law, requested modifications will be made in the discretion of the Program Administrator and the IPA. If any applicant and the Program Administrator and IPA are unable to agree on any requested modification to the terms, the Program Administrator and/or the IPA will have the right to disqualify such applicant from consideration.

CERTIFICATIONS

23. Certify the accuracy of the following statements by initialing next to each statement:

Applicant is in good standing with the Illinois Secretary of State and the Illinois General Not for Profit Act of 1986 (805 ILCS 105/). Initial: _____

Applicant is tax exempt pursuant to section 501(c)(3) of the Internal Revenue Code. Initial: _____

Though applicant is a not-for-profit corporation organized under the Illinois General Not for Profit Act of 1986 (805 ILCS 105/), applicant is not tax exempt under Section 501(c)(3) of the Internal Revenue Code. Initial: _____

Applicant is in compliance with all applicable laws including, but not limited, to its requirement to submit IRS form 990 and any other applicable tax filings. Initial: _____

REQUIRED ATTACHMENTS

- Current IRS designation letter for 501(c)(3) status, if any
- Board list
- Illinois Secretary of State Certificate of Good Standing for Not-for-Profit Corporation
- Most recent IRS Form 990, if any
- If applying for >\$50,000, fill in Exhibit D to the Subcontractor Agreement, the STATE OF ILLINOIS STANDARD CERTIFICATIONS AND FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST DOCUMENT

OPTIONAL ATTACHMENTS

- Letters of recommendation.
 - Letters should be from community leaders or community organizations who can attest to the work that the applicant has done or who will partner with or support the applicant's campaign.
- References
- Bios of key personnel

Appendix 1

SUBCONTRACTOR AGREEMENT

THIS SUBCONTRACTOR AGREEMENT (this “**Agreement**”) is made and entered into as of the ___ day of ___, 2022 (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, MOU Amendment 2 dated June 25, 2020 and MOU Amendment 3 dated June 15, 2021 (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 and other qualifying organizations to assist in community-driven education efforts related to the Illinois Solar for All Program,” Elevate issued its Grassroots Education Request for Provider Proposals #22-01 (“**RFP**”) on **[DATE]**.
- 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 ILSFA 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, skills, 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 shall submit invoices for one or more tasks or sub-tasks on a monthly basis. Subcontractor shall submit to Elevate detailed invoices, which shall be in a form provided by Elevate, 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. Date of deliverable
- vi. Total cost, broken down by labor and materials
- vii. Copy of all written materials used
- viii. 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 ILSFA Grassroots Education Funding #22-01 dated May 6, 2022 (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.

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. Subcontractor agrees to procure for the benefit of Elevate and the IPA a written, worldwide, nonexclusive, irrevocable, royalty-free, fully paid, perpetual license for any approved Third-Party Proprietary Material incorporated into the Work Product from the owner of such material.

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 immediate 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.

D. Personally Identifiable Information (PII). Each party acknowledges that it will receive, collect, observe and/or otherwise obtain PII (as defined in Section 7.D. below) of individuals as a result of its obligations under this Agreement. The parties further acknowledge that each will comply with its obligations under all applicable data protection laws relating to PII provided or made available to such party by another in connection with this Agreement and shall hold all PII in confidence, comply with the providing party's reasonable instructions regarding the handling of PII and take security measures to safeguard PII against unauthorized, unlawful or accidental access, loss, destruction, damage, disclosure, transfer or other improper use.

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

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, the Agency and/or any authorized representative of either Elevate or the Agency, upon audits, reviews or evaluations, 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.

D. Independent Evaluation. At no additional cost, Subcontractor will cooperate with Elevate, Agency and any authorized representative of either Elevate or Agency to conduct independent evaluations of ILSFA including the Project and the Services, as determined by the Agency. Subcontractor’s cooperation will include the timely provision of requested information including, but not limited to, the following attendee level and event-level information for each event Subcontractor holds under this Agreement.

Attendee-Level Information	Event-Level Information
Attendee Name	Grassroots Education Organization Name
Attendee Address	Date and Time of Event
Telephone Number	Event Location
Email Address	Location Type (School, House of Worship, Fair, etc.)
Event Attended, including date, type, and location	Event Description
	Event Type (Community Meeting, Networking Event, Workshop, One-on-One, Neighborhood Tour, Canvassing)
	Topics Covered (1 – 4 distributed generation (DG), 5+ DG, Community Solar, Nonprofit/Public Facility, Approved Vendors, Job Training)

Although Attendee-Level information may be collected at various types of events as a way for people to indicate their interest in the ILSFA program, for the purpose of the evaluation a distinction must be made as to whether individuals were at an event where a presentation was made or if, in the case of a tabling event for example, they are requesting information but had not yet had the opportunity to learn about the program.

The parties acknowledge and agree that attendee-level information is the personally identifiable information (“PII”) of the respective attendee as defined by 2 CFR § 200.79 (Personally Identifiable Information (PII)), and that each party will ensure it collects, stores and maintains all PII in accordance with all applicable laws.

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 C** 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 B**, unless this Agreement is terminated in accordance with the terms specified herein. Subject to approval by the IPA and availability of funding, the parties may extend the term of this Agreement by entering into an amendment signed by both parties.

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, consistent with the order of precedence set forth in Section 3 (Service Requirements).

- 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.

[SIGNATURE PAGE REMOVED FROM DOCUMENT FOR PURPOSE OF RFP.]

EXHIBIT A
MOU

The Memorandum of Understanding dated as of September 17, 2018, the MOU Amendment 1 dated December 11, 2018, the MOU Amendment 2 dated June 25, 2020, and the MOU Amendment 3 dated June 15, 2021, by and between Elevate and the Illinois Power Agency begins on the following page.

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.

Fill in your staff members' hourly rates and estimated total hours of work in the table below. **Hourly rates should be fully loaded (e.g., inclusive of overhead costs) and should be whole dollar amounts.**

Labor Costs

Role on Campaign	Hourly Rate	Estimated Hours	Total amount (hourly rate x estimated hours)
Total Labor Costs			

3. Expenses; Budget

In the table below, specify expense amounts (e.g., overnight hotel in Chicago during onboarding for non-local staff, providing food for attendees at workshops, printing flyers) in the six listed categories. (Allowable reimbursement rates through the State of Illinois for hotels and per diems for staff that are traveling are available here:

<https://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>)

Expense Costs

Task	Expense
Program Management (lodging, mileage reimbursement, etc.)	
Development and Planning (Material adaptation or development, printing costs, partner collaboration and planning etc.)	
Outreach	
Program Implementation (Presentations, food for events, etc.)	
Data tracking and reporting	
Mid-year and final reports and close-out	
Total Expenses	

The total award amount (Total Labor Costs + Total Expenses) is: _____

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 Energy 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. <input type="checkbox"/> 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.

OR

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

- 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)

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,

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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:

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

- 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 Yes No

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)?

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
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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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?

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: