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Request for Provider Proposals

Illinois Solar for All

Grassroots Education RFP 24-01

Proposals are due by April 1, 2024

Submit proposals to: Grassroots@IllinoisSFA.com

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Overview of Illinois Solar for All and Grassroots Education Funding

Introduction

The Illinois Power Agency (the Agency or IPA) and the Illinois Solar for All (ILSFA) Program Administrator, Elevate, request proposals from interested non-profit community-based organizations for Grassroots Education campaigns promoting the benefits of ILSFA to grow the solar energy marketplace for income-eligible households and communities. Selected proposals will receive funding from the state's Renewable Energy Resources Fund. This 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 the Program Administrator to provide Grassroots Education services. Individual awards will typically be no more than \$100,000 per year, with exceptions possible for collaborative proposals across multiple organizations. Historically, awards have ranged from \$12,000 to \$100,000 annually.

Illinois Solar for All Program Overview

Illinois Solar for All is an income-eligible 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 is designed to help strengthen the state's economy and move Illinois towards a renewable energy future. The program is administered by Elevate on behalf of the Illinois Power Agency.

ILSFA provides greater access to the renewable energy economy for income-eligible and environmental justice communities through incentives that guarantee affordable solar installations and significant energy bill savings. The incentives come in the form of payments for renewable energy credits (RECs) produced over 15 years by new solar photovoltaic systems (solar panels), paid on the energization of the system.

Payments go to approved solar companies, known as Approved Vendors, under a contract to deliver the project's RECs to a state utility; those Approved Vendors then pass the incentives on to qualified participants, guided by a comprehensive set of program requirements and consumer protections. Some participants may also be able to benefit from other solar incentives, such as federal tax credits now available for some solar systems.

ILSFA incentives are available for residential solar projects serving households with incomes at or below 80% of Area Median Income (AMI), for qualifying non-profit and public facilities, and for community

solar¹ projects serving income-eligible households. ILSFA ensures that each qualified residential participant has no upfront costs and sees measurable savings. Qualifying systems include residential solar (i.e., on-site) installations for eligible residential properties and non-profit and public facilities, and community solar projects serving income-eligible communities, including property owners, renters, and non-profit and public facilities 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 funding for Grassroots Education. A portion of ILSFA funding is also reserved for projects that promote energy sovereignty through ownership of projects by income-eligible households, non-profit organizations providing services for income-eligible households, affordable housing owners, community cooperatives, and community-based limited liability companies providing services to income-eligible households.

As referenced above, Approved Vendors sign a REC delivery contract and are the direct recipients of the financial incentives, in the form of the payment under those contracts. Approved Vendors are entities that have qualified to submit projects into the program and can be solar project developers, system installers, aggregators, or other entities in a contractual relationship for RECs. Approved Vendors are responsible for all program requirements of 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 to program participants (including no upfront payments for ILSFA Residential Solar (Small) sub-program projects or for subscriptions to ILSFA Solar for All: Community Solar projects) and that any annual charges to participants will not exceed 50% of the value of projected first-year electric bill credits received by the participant.

ILSFA consists of four sub-programs: (A) Residential Solar (Small), for on-site residential solar projects (such as a rooftop installation) at one to four unit properties; (B) Residential Solar (Large), for on-site residential solar projects (such as a rooftop installation) at 5+ unit properties; (C) Community Solar, for off-site solar projects operating under a subscription model; and (D) Non-Profit and Public Facilities, for on-site non-profit and public facilities projects.

The [Residential Solar Pilot](#) (publicly branded as Bright Neighborhoods), as outlined in the Agency's 2022 Long-Term Renewable Resources Procurement Plan, aims to increase participation and reduce barriers in the Residential Solar (Small) sub-program by having the Program Administrator conduct marketing, public outreach, public interactions, income verification, and an initial site suitability assessment for small residential solar projects in three communities. Some barriers in the Residential (Small) sub-program reported by Approved Vendors and prospective participants include participant unfamiliarity with solar power, distrust in marketers, language barriers, and a complex administrative process. The three

¹ Community Solar allows income-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.

² For more information, view ILSFA's [Approved Vendor Requirements](#).

selected Bright Neighborhoods community areas are West Garfield Park, Chicago; Waukegan; and the Carbondale-Marion Micropolitan Area, including Jackson, Williamson, and Johnson counties. Bright Neighborhoods is currently active and customers can enroll until March 31, 2024. The IPA and Program Administrator will review the results of Bright Neighborhoods in Q2-Q3 of 2024 to determine if and how Bright Neighborhoods may continue, or if any of its elements should be adopted program-wide. For more information, please visit the [Bright Neighborhoods](#) page on the website.

For more information about ILSFA, please see Section 1-56 of the Illinois Power Agency Act ([20 ILCS 3855](#)), Chapter 8 of the Agency's 2022 Long-Term Renewable Resources Procurement Plan (the 2022 Long-Term Plan),³ or the ILSFA website: www.illinoisSFA.com.

The IPA filed the 2024 Long-Term Renewable Resources Procurement Plan (the 2024 Long-Term Plan) with the Illinois Commerce Commission (ICC) on Friday, October 20, 2023. The 2024 Long-Term Plan details the goals and requirements for the IPA's renewable energy programs and procurements, including program capacity and renewable energy credit pricing for the Illinois Solar for All program over the 2024-2025 and 2025-2026 program years. The [filed 2024 Long-Term Plan](#) has yet to be approved by the ICC, so anything contained within the 2024 Long-Term Plan should be considered pending at this time. The Agency expects a final order from the ICC on February 20, 2024, which will contain the final determination on any contested issues. Then, the Agency will publish a final 2024 Long-Term Plan in compliance with that final order, marking the conclusion of this process.

As of July 3, 2023, projects submitted to ILSFA, with limited exceptions, must meet prevailing wage requirements under the Illinois Prevailing Wage Act. Prevailing wage is a minimum compensation level set by the Illinois Department of Labor (IDOL) by county for construction activities on public works. Section 1-56(b-15) of the Illinois Power Agency Act ([20 ILCS 3855/1-56](#)) now requires that individuals engaged in the construction, maintenance, and repair of applicable projects submitted to ILSFA are paid at least the applicable prevailing wage rate. All projects submitted to the ILSFA Program after July 3, 2023, that receive a REC contract are considered public works and are subject to the requirements of the Prevailing Wage Act, with the exception of:

- Residential Solar projects
- Non-Profit and Public Facilities projects that serve houses of worship and do not exceed 100 kW AC

Grassroots Educators will not be expected to work on prevailing wage requirements as part of their campaigns but may receive questions from stakeholders regarding this new requirement.

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. In this RFP, the budget for all Grassroots Educators is \$1,000,000, although the total allocation of funds may vary from this amount depending on the number of organizations with proposals that are selected and the work proposed.

³ Read more about the current [Long-Term Renewable Resources Procurement Plan](#).

The goal of the Grassroots Education campaigns funded through this RFP is to help ensure that income-eligible households and communities across the state know of opportunities to participate in ILSFA and the benefits of the ILSFA program. Campaigns should target geographies, individuals, and households commonly underserved, and they should adopt messaging or methods to provide education that drives participation in ILSFA.

Education Campaigns

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

- Building awareness of, and trust in, solar energy and the ILSFA program, including by educating communities regarding official branding, misleading offers, and methods for identifying legitimate services
- Educating income-eligible households on opportunities to participate in ILSFA (e.g., the additional value of ILSFA, such as guaranteed savings and consumer protections, compared to Illinois Shines or other opportunities like federal tax credits for solar installations for eligible participants)
- Demonstrating how communities can access the benefits of solar such as economic development, workforce development training programs, and reduced environmental impacts (campaigns focused on solar installations at single-family and small multi-family (two to four unit apartments) are particularly encouraged)
- Conducting focused outreach in close coordination with the Program Administrator to build awareness, assist prospective participants by guiding them through the process, and connecting them with the Program Administrator to begin income verification
- Involving community members in stakeholder engagement processes that will help inform ILSFA approaches, policies, and processes in ways that benefit income-eligible and environmental justice communities
- Educating consumers on mechanisms to protect against unsafe and unfair business practices and minimizing risk to participants

Engaging community members should create accessible opportunities for stakeholder engagement and allow Grassroots Educators to collect community input for improving the program while also providing long-term metrics of program success. Organizations can rely on their experiences 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 Solar (Small) sub-program.

One objective of the Grassroots Education strategy is to ensure that campaigns collectively reach a diversity of households, communities, and geographies over time, while covering a range of topics. As such, proposed campaigns should target one or more identified audiences and may address any defined areas of interest or state geographies. The IPA's 2022 Long-Term Plan and filed 2024 Long-Term Plan target

allocating 60% of the available grassroots education funding (or up to 3% of total ILSFA program funding) toward environmental justice communities,⁴ so selection will prioritize campaigns that focus efforts on these communities.

In addition, it is a program goal this year to have at least two Grassroots Educators focus on geographies that have not previously been served by other Grassroots Education campaigns. Some of the geographies that have not been served or have only been served in a limited fashion include: Aurora, Austin (Chicago), Blue Island, Englewood (Chicago), Riverdale, Harvey, West Town(Chicago), Will County, and Kane County. Some central and downstate areas include: Galesburg, Ottawa, Bloomington, and most rural areas in the western, central, and southern portions of the state. Another goal is that 25% of selected Grassroots Educators shall be new to the program, and not previously been a contracted Grassroots Educator. In furtherance of this goal, existing Grassroots Educators are encouraged to support new Grassroots Educators by serving as fiscal agents for a new organization that has not served as a Grassroots Educator in the past. Both the fiscal agent and the new organization will be considered new for the purpose of this RFP.

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). Organizations that have previously received Grassroots Education funds also have the option this year of submitting a two-year proposal to provide increased stability and continuity.

Campaigns should propose communication strategies and tactics with which the applicant organization has demonstrated prior success (e.g., effectively facilitating community meetings or events, training sessions, workshops, or focus groups). Because extensive materials are available from the Program Administrator, grassroots educators are not expected to develop significant campaign materials. However, grassroots educators may include the 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 (e.g., TV or radio commercials). Proposals should identify materials to be developed and used in the proposed campaign. Campaign goals should be measurable, specific, and tracked, and proposals should explain how they intend to monitor achievement of those goals. 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 of community members on whether to participate in ILSFA and the associated reasoning. Organizations will also be expected to periodically report on these metrics, if awarded a contract under this RFP.

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 to participate. Those

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](#). Maps and address lookup tools are available for every address in the state to determine if they are in an environmental justice community as so defined. Click to view the [address lookup tool](#).

efforts constitute commercial marketing and are not allowed in the scope of Grassroots Education. Grassroots Educators must be neutral to individual Approved Vendors in their activities.

However, directly and indirectly, Grassroots Education efforts should result in greater participation in ILSFA. Communities across the state that are isolated or not engaged by the solar industry may have a high degree of interest in ILSFA but may not have the ability to participate simply because Approved Vendors are not currently offering services in their communities. As such, Grassroots Education may play a role highlighting gaps in service to accelerate ILSFA participation in those communities. Approved Vendors may participate in events organized by Grassroots Education organizations, provided that the organization provides notice to all ILSFA Approved Vendors so that they have the same opportunity to participate and do so in a transparent manner. Grassroots Educators will be provided with instruction surrounding relationships with Approved Vendors.

Additionally, organizations funded through this RFP, and officers, directors, employees, and volunteers of 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 included in this RFP as Appendix 1), or conduct outreach that prioritizes any particular Approved Vendor, designee, installer, or other related entity.

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 income-eligible 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 income-eligible 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 organizations and collectively meet the qualifications of this proposal. Other organizations, including for-profit firms, can be used to provide discrete products and services in support of the campaign—for instance, the physical production of campaign materials—but may not make up 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 demonstrate an equitable approach to decision-making processes. In the case of fiscal sponsorship, the fiscal sponsor will be the lead applicant and must submit the proposal on behalf of the partnership. Should funding be awarded, the sponsor organization will execute the contract. It will be responsible for execution of the campaign and finances for the project, for submitting interim and final reports, and all other contract obligations.

Alternative payment terms and conditions will be negotiated on a case-by-case basis and may include a one-time advance of 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 the proposal:

- Audited financial statement for the 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, the Program Administrator and the Agency reserve the right to deny applicants unable to meet the terms of the Subcontractor Agreement on that basis.

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 are not required to be solar experts but should have experience connecting with various stakeholders, community segments, and geographies with demonstrated success in the proposed engagement strategies. These organizations will provide expertise in designing education and outreach specifically targeted to income-eligible communities, identifying gaps in the geographic coverage of past campaigns, creating events and materials accessible to income-eligible residents, and other needs common in public outreach and grassroots education campaigns targeting income-eligible 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 income-eligible households on opportunities to participate in ILSFA (e.g., the additional value of ILSFA compared to the Illinois Shines Program for eligible participants)
- Demonstrating how communities can access the benefits of solar such as economic development, workforce development training programs, and reduced environmental impacts (campaigns focused on solar installations at single-family and small multi-family (two to four unit apartments) are particularly encouraged)
- Involving community members in stakeholder engagement processes that will help inform ILSFA approaches, policies, and processes in ways that benefit income-eligible and environmental justice communities

To address these goals, campaigns should include strategies to educate and engage prospective participants on solar basics, ILSFA program benefits, program requirements, consumer protections, solar-ready properties, finding Approved Vendors, or other benefits, opportunities, and requirements related to prospective ILSFA participants.

Campaigns that focus on helping owners of single-family and small multi-family residences pursue on-site solar projects and campaigns that assist income-eligible 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 that are experiencing “energy information fatigue”
- Explaining the added benefits to income-eligible households of the ILSFA program compared to the non-income qualified Illinois Shines Program and other solar energy programs. While

participants may benefit from other programs such as a federal tax credit for solar systems, ILSFA provides added benefits such as guaranteed savings and consumer protections.

- 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 income-eligible housing stock (the total number of houses and apartments in an area) 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 by providing information on related programs that can be combined with ILSFA, such as weatherization programs.

To address some issues of deferred maintenance, the 2022 Long-Term Plan outlines the Home Repairs and Upgrades Pilot. This Pilot addresses the need for home repairs and electrical upgrades among many participants eligible for Residential Solar (Small) sub-program installations through ILSFA. The Home Repairs and Upgrades Pilot provides incentives to complete the necessary upgrades to install solar projects on otherwise eligible homes. The IPA and Program Administrator will review the results of the Home Repairs and Upgrades Pilot in Q3 of 2024 to determine if and how the Home Repairs and Upgrades Pilot may continue. Thus, it is unknown whether incentives for home repairs and upgrades will be available in Program Year 7.

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 communities about job training opportunities and solar career pathways, connecting qualified trainees to Approved Vendors, disseminating ILSFA solar jobs resources and tools, and informing communities 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 ILSFA approaches, policies, and processes in ways that benefit income-eligible and environmental justice communities. The Agency and the Program Administrator have facilitated ILSFA stakeholder engagement through a formal webinar and written comment process but are interested in creative strategies to ensure key program decisions reflect community feedback.

While Grassroots Educators may propose campaigns in which stakeholder feedback from the community is solicited and received, Grassroots Educators themselves may not be compensated for their time providing feedback, including any time attending or providing comments to the ILSFA Advisory Committee.

Proposed campaigns can touch on more than one area of interest or focus on a single area. All campaigns funded by this initiative are intended to educate audiences on the benefits and opportunities of the ILSFA program.

Expectations for Funded Campaigns

Funded grassroots education organizations will be expected to:

- Review ILSFA information to gain program familiarity before the educational onboarding session
- Attend a two-day educational onboarding session in Chicago or equivalent online onboarding
 - Note that up to three persons per organization may attend this training, if all three staff are expected to be involved in leading, managing, or implementing the Grassroots Education campaign.
 - Expected labor costs for this onboarding should be included in proposals and should include: travel time for each onboarding attendee to and from Chicago, plus 16 hours of work time (two work days of eight hours per day) for onboarding activities.
 - Non-labor costs for this onboarding should also be included in proposals and should include: travel costs to and from Chicago, travel costs within Chicago, one night of lodging for each attendee (for organizations with staff traveling to Chicago) at up to \$213 per room of lodging needed. Additional non-labor costs include per-diems for meals.
- Attend a one day mid-cycle meeting in Central Illinois or equivalent online meeting
 - Similar to the onboarding session, up to three participants per organization may attend the mid-cycle meeting.
 - Costs for the mid-cycle meeting should also be included in proposals and should include: travel time for each meeting attendee to and from Chicago, plus eight hours of work time (one work day of eight hours per day) for this meeting.
 - Non-labor costs for this mid-cycle meeting should also be included in proposals and should include: travel costs to and from Central Illinois, travel within Central Illinois, one night of lodging for those traveling longer distances; for each attendee at up to \$213 per room of lodging needed. Additional non-labor costs include per-diems for meals.
- Attend periodic webinars on program or outreach-related topics (roughly two hours each month)
- Attend quarterly pod meetings in Chicago, Illinois or equivalent online meetings. Pods are groups of three to four Grassroots Educators from common regions of the state that meet regularly to share best practices and discuss any barriers or common challenges.
- Obtain approval of all adapted or newly developed outreach materials (e.g., slides, brochures, branded clothing)
- Hold monthly one-hour check-ins with the Program Administrator's Grassroots Education coordinator and a subset of other educators
- Track outreach efforts in ILSFA Salesforce database, including events, meetings and attendance information. Training in the participant 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
- Support communications efforts to spotlight each campaign by providing photos and content for the ILSFA newsletter once per campaign year
- 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. Program 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 Illinois Power Agency 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 plan, experience of the responding organization, the cost relative to value delivered, whether the responding organization features staff and board members from the community served, and whether the responding organization is applying as, or sponsoring a new organization, and/or serving an area that has not previously been served by other campaigns.

Campaign Scoring	
Strength of the campaign	40
Experience of organization	20
Cost and value of delivery	15
Staff and board of directors reflect the demographics of the community served	10
Applying as a new organization (including a fiscal sponsor working with a new organization) and/or serving a new or under-served geographic area	15
Total Possible Score	100

Proposals meeting all RFP requirements will be rank-ordered by score. However, the Agency 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 2022 Long-Term Plan and filed 2024 Long-Term Plan's goals of prioritizing up to 60% of program funding for grassroots education benefiting environmental justice communities
- Ensure sufficient diversity of focus across selected proposals—especially geographic diversity, but also diversity in education topics and delivery mediums
- Working with new organizations that have not served as Grassroots Educators in the past and/or serving geographies that are new or under-served in the past

Applicants with qualifying responses based on the eligibility criteria above may be asked to provide additional project details, more in-depth responses, and/or meet with the Agency and Program Administrator to negotiate potential scope and cost of services proposed in their responses. Applicants proposing two-year campaigns will not receive any preference during scoring.

Following the evaluation process (including the preparation and delivery of any additional materials requested), the Agency, 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 Agency 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 Agency 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 Agency or Program Administrator to enter into any legally binding or enforceable agreement of any kind with the applicant.

Award Information and Term

Individual awards will typically be no more than \$100,000 per year, with exceptions possible for collaborative proposals across multiple organizations. Historically, awards have ranged from \$12,000 to \$100,000 per year. The total amount of funds awarded per year 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 Agency and Program Administrator anticipate that the term of performance will be:

- Up to 12 months for organizations that have not previously been a Grassroots Educator under the ILSFA Program for at least 12 months; or
- Up to 24 months for organizations with at least one year of experience as a Grassroots Educator, or as an organization that was previously fiscally sponsored by a Grassroots Educator under the ILSFA Program, as of the publication date of this RFP. Organizations with the required experience may request a 24-month campaign term. Organizations seeking a 24-month term shall include campaign activities and budgets for the full proposed term totaling no more than \$200,000. Organizations that receive an award covering a 24-month term will not be expected to respond to next year's request for proposals; however,

underperforming organizations may be subject to non-renewal or termination of their Subcontractor Agreement at the discretion of the Agency and Program Administrator. Additionally, organizations receiving an award with a 24-month term shall not carry over more than 15% of unexpended first-year funds (e.g., \$15,000 of a \$100,000 award) into the second year of their term of performance.

The Agency 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 the Program Administrator 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 and term. While actual payment cycles will be determined in each contract, contracts will be structured to allow lead organizations to invoice monthly for work performed. Reimbursable expenses are subject to approval by the Program Administrator on behalf of the Agency. 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](#). To ensure that an answer can be provided in a timely manner, submit any questions no later than **March 11, 2024**.

GRASSROOTS EDUCATION RFP REVIEW AND Q&A WEBINARS

The Program Administrator will host two webinars to review this RFP and answer questions. The webinars will be recorded and posted to the ILSFA website. Registration is required to attend these webinars.

- **February 26, 2024, 2:00 p.m. – 3:00 p.m. CT:** [Register](#) for the first RFP Q&A Webinar
- **March 11, 2024, 2:00 p.m. – 3:00 p.m. CT:** [Register](#) for the second RFP Q&A Webinar

Neither the Agency 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 **April 1, 2024 (11:59 pm CST)**. Applicants must respond to questions, prompts, and attestations in a Microsoft Word document, PDF, or similar file type, and must submit this with required and optional attachments. The Agency 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, which will ensure that campaigns reach diverse areas and audiences with a variety of ILSFA-related information. In the case of a conflict of interest involving an applicant and the Program Administrator, the Agency will be responsible for scoring the proposal.

Applicants can expect to be notified in May 2024 via email to their main point of contact as to whether their campaign has been selected.

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 applicant's 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 per year in funding, applicants are also required to complete Exhibit D to the Subcontractor Agreement.

The following information is required to be submitted in each proposal:

- 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? If your organization is a previous grassroots educator, will your organization expand to serve new geographic areas or new populations not served in the past?
- 4) Does your proposed campaign cover a 12-month or 24-month term? Please note that you must have at least one full year of experience as a Grassroots Educator or organization that was fiscally sponsored by a Grassroots Educator as of the publication date for this RFP to seek a 24-month term.



- 5) 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.
- 6) 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 non-profits)? 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.
- 7) Would you be willing to act as a fiscal sponsor if matched by the Program Administrator?
- 8) 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.
- 9) Will your campaign employ or subcontract with formerly incarcerated person(s) or foster care alumni?
- 10) What topic(s) will your campaign focus on (e.g., single family distributed generation, ILSFA program basics, job training)? If applying for a two-year campaign, will the campaign focus change over the term of your award?
- 11) Is your campaign intended to: a) lay a 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 to 1:1 program 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.
- 12) Explain how you will focus your campaign on existing opportunities and/or work to open new opportunities for participation
- 13) How does ILSFA relate to the mission or vision of your organization?
- 14) If applicable: 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?
- 15) 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?
- 16) How has your organization built trust in the community or communities your campaign intends to serve? Why do members of the community or communities trust you? If your organization is expanding to serve a new geographic area, how have you built trust or how will you build trust in that new geographic area?

⁵ Utilize this tool for a map of [Environmental Justice Communities](#).



17) If applicable: Please fill in the table below with event types, the number of events you will hold, and the estimated total number of attendees/participants for events of each type (e.g., people engaged during canvassing, attendees at community meetings). 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.

Event Type	Number to be Held	Estimated Total Attendees/Participants

EXAMPLE

Event Type	Number to be Held	Estimated Total Attendees/Conversations Held
Community meetings	10	250 (25 attendees at each of 10 meetings)
Stakeholder feedback sessions	5	50 (10 attendees at each of 5 meetings)

Workshops with the Citizens Utility Board	5	200 (20 attendees at each of 5 events)
"House parties"	4	28 (7 attendees at each of 4 house parties)

Definitions of example event types are listed below. This list is not exhaustive; you may fill in additional event types in the table. Indicate in the table whether each event would be virtual or in-person.

- **Community meeting:** Presentation at a gathering convened by another organization for purposes outside of solely discussing ILSFA
- **Workshop:**
 - Presentation scheduled by the Grassroots Educator or co-presenter to convene community residents to talk about ILSFA and related or overlapping needs/programs
 - Typically, longer and more in-depth than a community meeting
 - Tenant/multifamily workshop: Same as above, but specific to a convening of a building’s tenants
- **Tabling:** Providing materials and availability to discuss ILSFA with passersby on a casual basis
 - Example: Attending an energy fair with information on ILSFA
- **Neighborhood Tour:** Site to site visits of solar installations and/or highlighting places of environmental injustice.
- **Rally:** Public gathering event where people come together to express support for a cause, idea, or movement on the value of energy saving and climate change.
- **Phone Banking:** Volunteers or staff make phone calls about ILSFA campaigns

- **Charrette:** A collaborative planning session in which a group of stakeholders come together to work on a specific project for ILSFA
- **Steering Committee:** A group of individuals chosen to guide and make decisions for a project or event involving solar energy
- **Media:** Communication channels or platforms used to transmit information and news to communities. This can include various forms such as newsletters, websites, social media, and digital platforms.
- **Mailer:** Mailing advertising or promotional materials on ILSFA. It can include printed brochures, flyers, or other informational items meant to convey a message or promote a product, service, or event around solar energy.
- **Focus Group/Stakeholder Feedback Session:** Gathering to educate on ILSFA and collect resident feedback on requests for stakeholder comment.
- **Training:** Event held to prepare leaders, providers, and others to support their community in participating in ILSFA
- **Testimonial:** Grassroots Educator documented testimonials from participants on their experience with ILSFA
- **Canvassing:** Door-to-door outreach with the purpose of leaving informational materials or having informal conversations one-on-one
- **1:1 leadership 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 ILSFA outreach
- **House party (or open house):**
 - Small gathering (typically five 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, and more. This event type could also involve a gathering of renters in an apartment building to learn about Income-Eligible Community Solar.
- **Networking:** Attendance at events to build working relationships with community members or leaders
 - Example: Dropping in at a ward meeting to introduce yourself to an Alderman, share information about ILSFA, and ask for time at a subsequent ward meeting
- **Workplace “lunch and learn”:** Brown-bag style workshop or presentation at a workplace that provides services to income-eligible households or with a high concentration of income-eligible employees (such as during a staff member shift meeting)

18) 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.

19) Where will your campaign’s in-person events be held? For virtual events, what platforms will you use?

20) How did you initially learn about grassroots education funding opportunities?

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. Click to view the [Travel Reimbursement Guidelines](#).

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, consumer protections, multi-family opportunities, moving and maintenance issues
 - One-pagers for renters and homeowners, including lists of relevant solar projects and/or vendors
 - Written and video 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.

- 21) 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

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

22) Using Excel templates posted with this RFP, 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. View [allowable reimbursement rates](#) through the state of Illinois for hotels and per diems for staff travel.

The maximum allowable stipend amount for resident and community feedback sessions is \$40/hour. Anticipated stipends for participants providing feedback should be included in a campaign’s budget. Stipends cannot compensate employees of the Grassroots Educator.

EXPENSE COSTS

Task	Expense
Program Management (e.g., lodging, mileage reimbursement)	

Development and Planning (e.g., material adaptation or development, printing costs, partner collaboration and planning)	
Outreach	
Program Implementation (e.g., presentations, food for events)	
Data Tracking and Reporting	
Mid-year and Final Reports and Close-out	
Total Expenses	

EXAMPLE

Task	Expense
Program Management (e.g., lodging, mileage reimbursement)	\$1,000 (mileage)
Development and Planning (e.g., material adaptation or development, printing costs, partner collaboration and planning)	\$200 (printing costs)
Outreach	\$0
Program Implementation (e.g., presentations, food for events)	\$1,500 (dinner and childcare at events, participant feedback stipends)
Data Tracking and Reporting	\$0
Mid-year and Final Reports and Close-out	\$0
Total Expenses	

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

To simplify invoicing processes, some activities may be charged on a per-unit basis, meaning a pre-determined cost, inclusive of the various labor and expenses that are required for execution of the event, based upon an agreed amount. Events with similar anticipated costs may combine multiple events into a single event-type request with a rate that would apply to multiple agreed events. The per-unit cost must be all-inclusive of labor and expenses and, therefore, detail in the proposal: labor for event preparation, event implementation, and any needed event follow-up; event travel (staff traveling to and from the event); venue costs (if applicable); cost of refreshments (if applicable); and cost of materials, such as printed items (if applicable), as well as any other applicable costs. Please

see the Excel template posted along with this RFP for an example of a per-unit event cost. The use of a per-unit event cost is optional but intended to simplify invoicing processes. However, organizations that choose to develop a per-unit event cost cannot also include labor and expense costs for events in the labor costs worksheet or the expense costs worksheet. If approved, per-unit event costs will be used in the invoicing process following completion of the event in lieu of more detailed invoicing requirements where appropriate. For example, instead of listing the labor hours and expenses for the preparation of each event, the invoice must list the name and date of the event and list the per-unit event cost.

CONTRACT

23) 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 Subcontractor Agreement, included as Appendix 1 to this RFP, or any other terms and conditions proposed by the Illinois Power Agency and/or the Program Administrator in their reasonable discretion?

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

Initial: _____

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

Initial: _____

Initial below if applicant anticipates a hardship that supports the need for a one-time advance payment of up to 10% of the proposed not-to-exceed amount and provide the following documentation with your proposal.

- Audited financial statement for most-recently ended fiscal year including SAS No. 114 and SAS No. 115. Additional financial statements for prior years may be requested.
 - If the organization has not completed an audit for the most-recently ended fiscal year, then the organization's most recent audited financial statement and an unaudited financial statement for the most-recently ended fiscal year certified by the Board Chair of the organization must 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.

Determination on whether to make an advance payment will be solely in the Program Administrator's discretion. If the advance payment is approved, the Subcontractor Agreement will include alternative payment terms concerning the advance.

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 have completed Exhibit D as part of this proposal if your proposed campaign is over \$50,000 of annual value.

Initial: _____

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

Any applicant who submits a response that does not contain any objection or requested modification to the form contract will be deemed to agree to the terms and conditions of the Subcontractor Agreement. Subject to applicable law, requested modifications will be made at the discretion of the Program Administrator and the Agency. If any applicant and the Program Administrator and Agency are unable to agree on any requested modification to the terms, the Program Administrator and/or the Agency will have the right to disqualify such applicant from consideration.

CERTIFICATIONS

24) 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 of Directors 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, complete and provide Exhibit D to the Subcontractor Agreement, the STATE OF ILLINOIS STANDARD CERTIFICATIONS AND FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST DOCUMENT
- If seeking an advance payment, provide financial statements and self-certification of need, including the following:
 - 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.

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 [DATE] (the “**Effective Date**”), by and between [LEGAL NAME OF SUBCONTRACTOR], an Illinois not-for-profit corporation (“**Subcontractor**”) and Elevate Energy, an Illinois not-for-profit corporation (“**Elevate**” or “**Program Administrator**”).

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 attached hereto as **Exhibit A (“MOU”)**, dated June 22, 2023, by and between Elevate and the Illinois Power Agency (“**Agency**”), pursuant to which Elevate shall serve as program administrator of the Illinois Solar for All Program (the “**Program**” or “**ILSFA**”) and in such capacity provide certain services for Agency.
- C. To implement the requirement in Section 1-56(b)(3) of the Illinois Power Agency Act, 20 ILCS 3855/1-56(b)(3), as amended, 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 #24-01 (“**RFP**”) on February 13, 2024.
- 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. Elevate and the Agency now wish to obtain the professional services of Subcontractor in connection with the ILSFA program.
- E. Subcontractor has the knowledge, skills, and capability to perform such services for Program Administrator and desires to provide all such services under 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 Program Administrator, 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 Program Administrator and agreed to in writing by Subcontractor.

2. **Payment; Invoicing.**

A. **Payment.** Program Administrator 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, or another basis as explicitly provided in **Exhibit B**, 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**. Reimbursable expenses, if any, must be set forth in the Budget or be approved in writing by Program Administrator prior to being incurred. Subcontractor agrees that expenses will be charged on a cost recovery basis with no mark-up. 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. Program Administrator’s payment obligation shall not exceed the Budget unless otherwise agreed to in writing by Program Administrator and the Agency in advance. In no event will Program Administrator be obligated to pay for any deliverable or Services exceeding the funding or Term (as hereinafter defined). In the event the Budget exceeds fifty thousand dollars (\$50,000.00), or Program Administrator 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 Program Administrator detailed invoices, which shall be in a form provided by Program Administrator, that include the following 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, with the exception of any per-unit costs agreed upon between Subcontractor and Program Administrator. Per-unit costs for events do not require the detailed labor and materials cost but only need to show the total number of events held during the period covered by the invoice multiplied by the per-unit cost per event, and the total of per-unit costs.
- vii. Copy of all written materials used
- viii. Invoice of any sub-subcontractor provided to Subcontractor for the deliverable

Subcontractor may invoice Program Administrator for only those deliverables actually completed. Upon receipt of each invoice, Program Administrator will include all undisputed amounts in its next invoice to the Agency. Amounts hereunder shall be payable to Subcontractor within thirty (30) days after Program Administrator'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 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. Further, Subcontractor agrees that time is of the essence in the performance of its obligations under this Agreement. In the event of a conflict between any term or condition of pages 1–10 and **Exhibit C** (collectively the "**Program 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 Program Terms. Subcontractor shall furnish competent personnel for fulfillment of its obligations. If Program Administrator, 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 Program Administrator or Agency, in its sole discretion, determines Subcontractor or its sub-subcontractors hereto has a Conflict of Interest, Program Administrator 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 (including any director, officer, member, employee, or volunteer of a Subcontractor [each a "**Subcontractor Party**"]) 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 or the Services; or (iii) the actions or operations of Subcontractor or any Subcontractor Party breach or would reasonably be expected to breach any conflict of interest provision or requirement as specified in the MOU. By way of example, and not as a limitation, in no event may Subcontractor or any Subcontractor Party serve on the board of directors, or be a member or partner, of any Approved Vendor or Designee (as defined in the Agency's Long-Term Renewable Resources Procurement Plan then in effect) or have any financial interest in an Approved Vendor or Designee.

5. Use of Sub-subcontractors. Subcontractor agrees that, in the event it further subcontracts any Services, Subcontractor will: (i) obtain Program Administrator's prior written approval of any sub-subcontractor, sub-tier agent, or supplier of Subcontractor (each a "**sub-subcontractor**"); (ii) enter into a written agreement with each sub-subcontractor by which the sub-subcontractor agrees to comply with all obligations hereof applicable to Subcontractor including, but not limited to, the terms of the RFP, the MOU, and Subcontractor's insurance requirements; and (iii) provide to Program Administrator and/or Agency a copy of any such sub-subcontractor agreement and/or evidence of insurance for any sub-subcontractor upon request. Subcontractor agrees that neither Program Administrator, nor Agency, shall be liable in any manner to any sub-subcontractor. Further, Subcontractor agrees that in no event will Program Administrator's approval of any sub-subcontractor relieve Subcontractor of the responsibility for ensuring that the Services are performed in compliance with this Agreement.

6. 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 Program Administrator (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 Program Administrator, Subcontractor agrees to assign and transfer its right, title, and interest in such Work Product to Program Administrator.

C. **Modifications to Work Product.** Program Administrator retains the right to modify the Work Product or to merge the Work Product into other documents or other materials owned or utilized by Program Administrator with the permission of the Agency.

D. **Subcontractor Proprietary Material.** Program Administrator does not under this Agreement acquire any ownership rights in, 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 Program Administrator, Subcontractor hereby grants Program Administrator and Agency a nonexclusive, royalty free, fully paid, perpetual, and irrevocable license to use Subcontractor Proprietary Material as part of the Work Product.

E. **Third-Party Proprietary Material.** Program Administrator does not under this Agreement acquire any ownership rights in, 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 Program Administrator. Subcontractor agrees to procure for the benefit of Program Administrator and the IPA a written, worldwide, nonexclusive, irrevocable, royalty-free, fully paid, and perpetual license for any approved Third-Party Proprietary Material incorporated into the Work Product from the owner of such material.

7. **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 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. For purposes of this agreement, “PII” means information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.

8. 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 Program Administrator, the Agency, and/or any authorized representative of either Program Administrator or the Agency, upon audits, reviews, or evaluations, sufficient information to determine compliance with this Agreement, the MOU, and the Program.

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 Program Administrator, 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 Program Administrator, Agency, and any authorized representative of either Program Administrator or Agency to conduct independent evaluations of ILSFA, including 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 (e.g., School, House of Worship, Fair)
Event Attended, including Date, Type, and Location	Event Description
	Event Type (e.g., Community Meeting, Networking Event, Workshop, One-on-One, Neighborhood Tour, Canvassing)
	Topics Covered (e.g., 1-4 unit distributed generation (DG), 5+unit DG, Community Solar, Non-profit/Public Facility, Approved Vendors, Job Training)

Although Subcontractor may collect Attendee-Level Information at various types of events as a way for people to indicate their interest in ILSFA, for evaluation purposes Subcontractor must distinguish between information collected from individuals at an event where a presentation was made, and information collected from individuals that had not yet had the opportunity to learn about the program. Information collected at a tabling event, for example, would fall into this latter category.

The parties acknowledge and agree that all Attendee-Level Information is the PII of the respective attendee and that each party will ensure it collects, stores, and maintains all PII in accordance with all applicable laws.

9. Indemnity. Subcontractor shall indemnify, defend, and hold harmless Program Administrator 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 Program or the Services; or (B) Subcontractor’s willful misconduct or negligence in connection with this Agreement, the Program, or the Services. If any claim is made that may result in a right to indemnification hereunder, Program Administrator 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 Program

Administrator, provided that it does so diligently and in good faith. Program Administrator shall cooperate with Subcontractor in the defense or settlement of such claim.

10. Insurance. Subcontractor agrees that all insurance requirements are its responsibility. Specific requirements for Subcontractor's insurance coverage, if any, are set forth in **Exhibit C** hereto. Program Administrator 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.

11. 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. If the duration of the Term spans two (2) Program years, Subcontractor will not commence performance of the Services for the second Program year of the Term until it receives a written notice to proceed from Program Administrator. 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.

12. 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, Program Administrator 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.

13. 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. **Assignment.** Subcontractor may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Program Administrator and the Agency. Any such assignment shall be null, void, and of no effect. Upon written notice to Subcontractor, Elevate may assign this Agreement to the Agency or a third-party designated by the Agency to serve as ILSFA program administrator.

H. **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.

I. **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 Program Administrator 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 Program Administrator and Subcontractor. Subcontractor agrees that it is not entitled to any employee benefits of Program Administrator, 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 Program Administrator.

J. **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: Mari Johnson

Email Address: Mari.Johnson@elevatenp.org

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:

[Subcontractor Name]

[Subcontractor Address]

Attention:

Email Address:

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date through their duly authorized representatives.

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

EXHIBIT A
MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding dated as of June 23, 2023 by and between Elevate and the Illinois Power Agency begins on the following page.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 22nd day of June, 2023 by and between the Illinois Power Agency (“Agency”) and Elevate Energy, an Illinois not-for-profit corporation (“Vendor”).

WHEREAS, Vendor is the successful applicant, subject to approval by the Illinois Commerce Commission, to the Agency’s Request for Proposal # 23-RFP-01 – Professional Services – Illinois Solar for All Program Administration (“Project”);

WHEREAS, the Agency and Vendor agree that the relationship of the parties during the course of the Project shall be bound by the provisions contained in the following: (1) this MOU; (2) the Vendor’s proposal in response to 23-RFP-01 (“Proposal”); (3) Vendor’s supplemental responses provided on April 26, 2023, May 12, 2023, and June 1, 2023 (“Supplemental Responses”); (4) Vendor’s response to the associated Request for Qualifications # 23-RFQ-01 (“RFQ Response”); and (5) Attachment ELV-IPA, featuring additional certifications by Vendor on behalf of it and its subcontractors and under which Vendor agrees to be bound by additional requirements; (MOU, Proposal, Supplemental Responses, RFQ Response, and Attachment, collectively the “Agreement”);

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

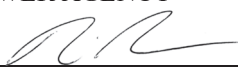
1. Recitals. The foregoing Recitals are hereby incorporated by reference as if fully restated.
2. Interpretation. In the event of conflict between terms or provisions, the following order of precedence shall apply: (1) this MOU; (2) Attachment ELV-IPA; (3) Supplemental Responses; (4) the Proposal; and (5) the RFQ Response.
3. Term. This MOU shall become effective upon the later of July 1, 2023, and the date of the final signature on this MOU and shall expire on June 30, 2025 (“Initial Term”), unless renewed by the Agency prior to the expiration date. The Agency may annually renew this MOU for up to three additional years beyond the Initial Term. The option to renew the MOU will take into consideration the Agency’s assessment of the Vendor’s performance under this MOU, including, but not limited to, Vendor’s progress on meeting the Business Enterprise Program goals included in Attachment MM of the Proposal, and the Vendor’s performance in meeting key performance indicators (“KPIs”), subject to final review and changes to be made upon mutual agreement by the Agency and the Vendor, as included in the Supplemental Responses, and any additional KPIs mutually agreed to by the Agency and the Vendor.
4. Services. The Vendor will perform services as more fully described in the Proposal and specifically authorized by specific task orders issued by the Agency. The Vendor will perform such services under the terms and conditions set forth in this Agreement, subject to the document precedence order set forth in paragraph 2 above. The scope of services may be modified in writing by the Agency in the event that legislative or regulatory action(s) alter the duties of the Agency, or if the Agency determines that additional services are required for the Vendor to successfully perform the Illinois Solar for All Program Administrator role.
5. Contract Amount. For the Initial Term, the contract amount under this Agreement will not exceed \$10,307,230 (\$9,557,230 for program operations expenses and \$750,000 for grassroots education subcontractor expenses) in State Fiscal Year 2024 (the effective date of this MOU through June 30, 2024), and \$10,250,278.46 (\$9,500,278.46 for program operations expenses and \$750,000 for grassroots education subcontractor expenses) in State Fiscal Year 2025 (July 1, 2024 through June 30, 2025). Amounts not expended in a given Fiscal Year may be rolled forward to the subsequent Fiscal Year only upon mutual agreement in writing by the Agency and the Vendor. During the Initial Term, this contract amount may be amended (an increase or decrease) by the Agency in the event that legislative or regulatory action(s) alter the duties of the Agency resulting in changes in the scope of services required from the Vendor, if the level of participation in the Project is higher than was anticipated, or if the Agency determines that the successful

performance of the services described in the Proposal (including any modifications thereto) necessitates an increase in the contract amount.

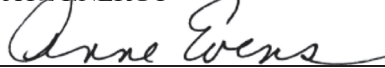
6. Task Orders. The Agency may, from time to time, issue task orders or sub-task orders to Vendor. Each Task Order will specify the scope of work to be performed, the schedule, and a good-faith estimate of cost provided by Vendor. A signed Task Order by Vendor and the Agency will authorize Vendor to commence work. For purposes of this MOU, a Sub-Task Order is a type of Task Order.
7. Invoicing. Vendor shall invoice for the services on a monthly basis, due by the 15th calendar day of each month, for work authorized under and performed in the previous month pursuant to each Task Order, unless otherwise specified in the Task Order. Vendor will also provide separate invoices by fiscal year for work conducted in each State fiscal year (July 1 to June 30 of the subsequent year). Payment by Agency shall be made in accordance with the Standard Terms and Conditions included as Attachment DD to the Proposal. Payment is contingent on the Agency's review and approval of deliverables, and the Agency may withhold payment for any deliverables not provided to the Agency or performed to the Agency's satisfaction, until such time as the deliverable is deemed by the Agency to be delivered, of acceptable quality, and otherwise completed.
8. Time and Materials. Unless otherwise agreed by Vendor and the Agency in a specific Task Order, Vendor shall invoice the Agency on a time and materials basis, where time is billed based on the billing rates listed in Exhibit A attached hereto, and "materials" represents software license fees, if any, but does not include Vendor's out-of-pocket expenses. For subcontractors involved in the performance of services, Vendor shall invoice the Agency at cost. Notwithstanding any subsequent updates to Exhibit A, any Task Order agreed to by Vendor and the Agency that relies on rates in Exhibit A shall use rates in the version of Exhibit A in place at the time the Task Order was agreed to (as evidenced by the date of the final required signature in the Task Order).
9. Travel and Subsistence Expenses. Travel and subsistence expenses for staff (including subcontractors) traveling to the location where work is conducted (other than their regular place of work) may also be submitted for reimbursement with supporting documentation (including receipts) detailing the incurred expenses. Any approved travel and subsistence expenses shall only be reimbursed at the rates provided for in the Travel Regulation Council and Governor's Travel Control Board Rules.
10. Publicity. The Agency agrees that Vendor may refer to the Agency on its client lists, and refer to the nature of the services contracted for provided that the Agency is not identified.
11. Counterpart Copies. This MOU may be executed in one or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy hereof, but all of which together shall constitute one and the same instrument.
12. Entire Agreement. The Agreement contains the final and entire agreement between the parties with respect to the Project, and is intended to be an integration of all prior negotiations and understandings.
13. Modifications. All modifications to the Agreement must be made in writing, and must be signed by both Agency and Vendor to take effect. This includes modifications of the Task Orders, including but not limited to price and term.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

ILLINOIS POWER AGENCY

By: 
Name: Brian Granahan
Title: Acting Director
Address: 105 W. Madison St., Suite 1401


ELEVATE ENERGY

By: 
Name: Anne Evens
Title: Chief Executive Officer
Address: 322 S. Green Street, Suite 300


Tel.: Chicago, IL 60602
312-814-4635
E-mail: Brian.Granahan@illinois.gov
Date: 28 JUNE 2023

Tel.: Chicago, IL 60607
773-269-4045
E-mail: anne.evans@elevatenp.org
Date: June 22, 2023

ILLINOIS POWER AGENCY

By: 
Name: Kevin Hayes
Title: Chief Financial Officer
Address: 105 W. Madison St., Suite 1401
Chicago, IL 60602
Tel.: 312-814-3273
E-mail: Kevin.hayes@illinois.gov
Date: 28-June-2023

ILLINOIS POWER AGENCY

By: 
Name: Kelly A. Turner
Title: Chief Legal Counsel
Address: 105 W. Madison St., Suite 1401
Chicago, IL 60602
Tel.: 312-814-4101
E-mail: Kelly.A.Turner@illinois.gov
Date: June 30, 2023

ATTACHMENT ELV-IPA
CERTIFICATION AND COVENANT REGARDING
ILLINOIS SOLAR FOR ALL-ELIGIBLE PHOTOVOLTAIC PROJECT WORK

Elevate Energy (“Elevate”), as the Vendor providing professional services under a Memorandum of Understanding with the Illinois Power Agency (“Agency”) to be executed pursuant to the Agency’s Request for Proposals #23-RFP-01 (the “Agreement”), hereby warrants and certifies to the following:

Elevate and its subcontractors providing professional services pursuant to the Agreement have disclosed to the Agency the identity of all potentially Illinois Solar for All-eligible photovoltaic generating projects for which Elevate or its subcontractors have provided financial, engineering, technical or other professional services (including, but not limited to, site assessments, financial analysis, installation, marketing, program management, consulting, or other such services);

Elevate additionally agrees to the following covenant:

Upon execution of the Agreement, Elevate and its proposed subcontractors will cease performing any financial, engineering, technical, or other professional services provided in connection with Illinois Solar for All-eligible photovoltaic generating projects and, excepting any work conducted pursuant to the Agreement, may not perform any such services in connection with Illinois Solar for All-eligible projects during the term of the Agreement.

For purposes of the above-listed disclosures and requirements, job training and the placement of job trainees would not be considered prohibited services.

Through this certification and covenant, Elevate acknowledges and agrees that should Elevate or any of its subcontractors be found to have provided false or incomplete information, or fail to remain in compliance with the above-listed requirements, such actions will be considered a violation of a material provision of the Agreement under Section 1.3.1 of Attachment DD—State of Illinois Standard Terms and Conditions, and the Agency may seek recourse up to and including termination of the Agreement.

WAIVER: On a project-by-project basis, Elevate may request that the Agency grant a waiver from the requirements of this certification or covenant. A waiver request must identify the photovoltaic project in question, the nature of the services previously provided or to be provided in connection with that project, the identity of the entity (Vendor or subcontractor) providing such services, and the grounds for a waiver being granted. The Agency may grant any such waiver (in whole or in part) at its sole discretion.

Name of Certifying Vendor: **Elevate Energy**

Signature: _____

Printed Name: Anne Evens

Title: Chief Executive Officer

Date: June __, 2023

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), and 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, providing stipends for resident focus group participants, printing flyers) in the six listed categories. Allowable reimbursement rates through the State of Illinois for hotels and per diems for staff travel are available here: <https://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

Expense Costs

Task	Expense
Program Management (e.g., lodging, mileage reimbursement)	
Development and Planning (e.g., material adaptation or development, printing costs, partner collaboration and planning)	
Outreach	
Program Implementation (e.g., presentations, food for events)	
Data Tracking and Reporting	
Mid-year and Final Reports and Close-out	
Total Expenses	

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

4. Termination Date.

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

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 Program Administrator 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 Program Administrator 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 Program Administrator 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 Program Administrator, 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 Program Administrator 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 Program Administrator.

- 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 Program Administrator.

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

The State of Illinois Standard Certifications and Financial Disclosures and Conflicts of Interest documents begin on the following page.

STATE OF ILLINOIS

STANDARD CERTIFICATIONS

ATTACHMENT FF

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

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

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

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

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

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

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

STANDARD CERTIFICATIONS

ATTACHMENT FF

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

STANDARD CERTIFICATIONS

ATTACHMENT FF

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

STANDARD CERTIFICATIONS

ATTACHMENT FF

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

Name of Certifying Vendor:

Signature: _____

Date:

Printed Name:

Title:

Phone Number:

Email Address:

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

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

This disclosure is submitted for (check one):

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

Project Name: _____

Procurement Bulletin Reference #: _____

Vendor Name: _____

Doing Business As (DBA): _____

Disclosing Entity Name: _____

Disclosing Entity’s Parent Entity: _____

Instrument of Ownership or Beneficial Interest (check one):

- Sole Proprietorship
- Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)
- Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)
- Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership)
- Not-for-Profit
- Trust Agreement (Beneficiary)
- Other

If you selected Other, please describe: _____.

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

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

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

- Option 1 – Publicly Traded Entities
- 1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$123,420) of the annual salary of the Governor.
- OR
- 1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.
-
- Option 2 – Privately Held Entities with more than 100 Shareholders
- 2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$123,420) of the annual salary of the Governor.
- OR
- 2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.
-
- Option 3 – All other Privately Held Entities, not including Sole Proprietorships
- 3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$123,420) of the annual salary of the Governor.
-
- Option 4 – Foreign Entities
- 4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$123,420) of the annual salary of the Governor.
- OR
- 4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.
-
- Option 5 – Not-for-Profit Entities
- Complete Step 2, Option B.
-
- Option 6 – Sole Proprietorships
- Skip to Step 3.

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 \$123,420.

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

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$123,420.

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

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$123,420.
 Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$123,420 or greater than 5% of the total distributive income of the disclosing entity. Yes No

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

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

TABLE – Z

Name	Address

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT
 (Complete only if bid, offer, or contract has an annual value over \$25,000)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

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

Name	Address	Relationship to Disclosing Entity

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

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% (\$123,420) of the salary of the Governor? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$205,700)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the Yes No

vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$411,400)?

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

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

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

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
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 \$25,000)
(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 \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government? Yes No.

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

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

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 IPA's requirements. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone Number: _____

Email Address: _____