

STATE OF ILLINOIS
REQUEST FOR PROPOSALS
ILLINOIS POWER AGENCY
PROFESSIONAL SERVICES - PROCUREMENT ADMINISTRATION
Reference Number 14-RFP-01

The Illinois Power Agency (Agency) is issuing this request for proposals (RFP) seeking qualified and responsible experts or expert firms (Offerors) to meet its supply and renewable energy certificates (REC) procurement needs. A brief background and description is set forth below. The Agency welcomes responses from qualified Offerors able and willing to meet the requirements described in 14-RFQ-01. Evaluation of responses to this RFP and responses to 14-RFQ-01 will form the basis for determining the selected Offeror for contract award. Only proposals from short-listed respondents to 14-RFQ-01 that successfully passed the review screen provided in 20 ILCS 3855/1-75(a) shall be considered responsive to this RFP.

BACKGROUND: The Agency serves as the procurement authority for electricity delivered to bundled rate customers of Commonwealth Edison (ComEd) and Ameren Illinois Company (Ameren), per the Illinois Power Agency Act (20 ILCS 3855/1-5 *et seq.*) and Section 16-111.5 of the Public Utilities Act (220 ILCS 5/16-111.5). This Solicitation and expected contract award are exempt from the procedures in the Procurement Code pursuant to Section 1-25(2) of the Illinois Power Agency Act (20 ILCS 3855/1-25(2)) and contains alternative bidding procedures pursuant to Section 20-10(i) of the Illinois Procurement Code (30 ILCS 500/20-10).

BRIEF DESCRIPTION: The Agency seeks a Procurement Administrator to manage competitive procurements that will solicit bids and secure contracts to support the electricity (and renewable energy resources) requirements for bundled rate customers of Ameren and ComEd. A more detailed description is provided in 14-RFQ-01.

The Agency intends to select an Offeror that can perform the Procurement Administrator functions and tasks listed in 14-RFQ-01 for both ComEd and Ameren. The Agency's preference is to retain a single Procurement Administrator for both utilities; however, the Agency reserves the right to determine whether a single administrator or multiple administrators are optimal for performing the stated functions and tasks and achieving the Agency's goals. If selected through this RFP process, the selected Offeror will be expected to enter into a binding contract with the Agency. The resulting contract with the awarded Offeror shall have an initial term of approximately January 1, 2014, through December 31, 2014, with the possibility for renewal for four additional years.

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

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INSTRUCTIONS

INSTRUCTIONS FOR SUBMITTING PROPOSALS

- I.1 HOW TO ENTER INFORMATION:** Type information in the text fields provided. Text fields are indicated by the instruction “[Click here to enter text.](#)” in red font. If the information requested does not apply to the Offeror, then enter “N/A” into the text field. Please enter the requested information or N/A into every red text field. If appropriate, provide a brief explanation of why the field is not applicable. In addition, provide fixed price quotes as requested in Section 3. Price quotes shall be firm and remain valid for a period of at least sixty (60) days from the Proposal Due Date stated below.
- I.2 PUBLISHED PROCUREMENT INFORMATION:** The Agency will post this solicitation and related documents and announcements to its website (www.illinois.gov/ipa). Procurement information may not be available in any other form or location. Offeror is responsible for monitoring the Bulletin selected by the Agency for this procurement. The Agency will not be held responsible if Offeror fails to receive the optional e-mail notices.
- I.3 SOLICITATION CONTACT:** The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate with the Solicitation Contact. The Agency shall not be held responsible for information provided to or from any other person.

Solicitation Contact: Anthony M. Star	Phone: 312-814-8106
Agency: Illinois Power Agency	Fax: 312-814-0926
Street Address: 160 N. LaSalle Street, Suite C-504	TDD: 866-846-5276
City, State Zip: Chicago, IL 60601	
Email: anthony.star@illinois.gov	

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

- I.4 OFFEROR QUESTIONS AND AGENCY RESPONSE:** All questions, other than those raised at any Offeror conference, that pertain to this solicitation must be submitted in written form and submitted to the Solicitation Contact no later than November 13, 2013. Questions received and Agency responses may be posted as an Addendum to the original solicitation on the Bulletin; only these written answers to questions shall be binding on the Agency. Offerors are responsible for monitoring the Bulletin.

INSTRUCTIONS

I.5 REQUIRED MEETINGS:

Offeror Conference: Yes No

Mandatory Attendance: Yes No

Date: November 8, 2013

Time: 11 am CPT

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

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

Proposal Due Date & Time:

Date: December 4, 2013

Time: 5:00 pm CPT

Submit/Deliver Proposals To:

Agency: Illinois Power Agency
Attn: Anthony M. Star
Address: 160 N. LaSalle St., Suite C-504
City, State Zip: Chicago, IL 60601
Solicitation Title & Reference # Request for Proposals – Procurement Administrator, 14-RFP-01 Offeror Name: _____

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

I.7 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS: Responses to this RFP must be submitted in a single sealed envelope/container clearly labeled with the Solicitation title, and Offeror's name. One original, four hard copies, and one electronic copy (CD ROM) of the Proposal package must be provided. The package shall contain the following information:

INSTRUCTIONS

Sections:

- Section 1 – Proposal Check List and Signature Page
- Section 3 – Price Proposal

Attachments:

- Subcontractor Disclosures form (Attachment FF)
- Minorities, Females, and Persons with Disabilities Participation and Utilization Plan (Attachment NN). The Utilization Plan and Letter of Intent must be sealed separately within the Proposal package. **Please note that attachment NN included in this RFP has been updated from the version included in the RFQ.**
- Optional - Offeror may submit updated responses to 14-RFQ-01 Section 2.7 as an Attachment to this RFP. The Agency will evaluate the original responses submitted in response to 14-RFQ-01 unless updated responses are submitted in response to this RFP and Offeror affirmatively requests that the Agency evaluate the updated response. Offeror may affirmatively request evaluation of updated responses in Section 1.9 below. Please read Section 1.15 below for information about how these responses will be used in the evaluation and selection process.

1.8 GOVERNING LAW AND FORUM: Illinois law and rule govern this solicitation and any resulting contract. Offeror must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with "ILCS". Offeror may view the full text at (www.ilga.gov/legislation/ilcs/ilcs.asp). Section 1-75 of the Illinois Power Agency Act (20 ILCS 3855/1-75) and Section 16-111.5 of the Public Utilities Act (220 ILCS 5/16-111.5) are applicable to this solicitation. See specifically 20 ILCS 3855/1-75(a) and (b) for statutory qualifications and the selection process.

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

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- I.10 RESERVATIONS:** Offeror must read and understand the Solicitation and tailor the Proposal and all activities to ensure compliance. The Agency reserves the right to amend the Solicitation, reject any or all proposals, and waive minor defects. The Agency may request a clarification, inspect Offeror's premises, interview staff, request a presentation, or otherwise verify the contents of the Proposal, including information about subcontractors and suppliers. The Agency will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the Agency and in accordance with rules and other applicable state and federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the Agency. If an Offeror does not comply with requests for information and cooperate, the Agency may reject the Proposal as non-responsive to the Solicitation. Submitting a Proposal does not entitle Offeror to an award or a contract. Posting Offeror's name in a Bulletin notice does not entitle Offeror to a contract. The Agency is not responsible for and will not pay any costs associated with the preparation and submission of any Proposal. Short listed Offeror(s) shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in advance by the Agency Director (or designee).
- I.11 AWARD:** The Agency is not obligated to award a contract pursuant to this solicitation. This Solicitation, selection and award process will follow 20 ILCS 3855/1-75(a). As a result of this Solicitation, the Agency may select the winning Offeror to administer procurement events based on the winning proposal and may award a one-year contract, with the possibility for renewal for four additional years to the winning Offeror. The Agency's selection is subject to approval by the Illinois Commerce Commission. If the Agency issues an award, the award will be made to the Responsible Offeror whose offer best meets the specified requirements and evaluation criteria.
- I.12 INCORPORATION OF 14-RFP-01 AND 14-RFQ-01 BY REFERENCE:** This Solicitation (14-RFP-01) and associated Offeror's Proposal, and 14-RFQ-01 and associated Offeror's Submittal of Qualifications will be incorporated and made part of any subsequent awarded contract by reference.
- I.13 PREQUALIFICATION TO RESPOND TO RFP:** Based on the evaluation of responses to 14-RFQ-01, only qualified and short-listed Offerors may respond to this RFP. One (or more) Offeror(s) may be selected as a Procurement Administrator in accordance to 20 ILCS 3855/1-75(a), and awarded a contract.
- I.14 EVALUATION OF RESPONSIVENESS:** The Agency determines how completely and satisfactorily proposals meet the responsiveness requirements of this Solicitation. The Agency considers the information provided and the quality of that information when evaluating proposals. If the Agency finds a failure or deficiency, the Agency may reject the proposal or reflect the failure or deficiency in the evaluation.
- RESPONSIVENESS:** A responsive Offeror is one whose proposal conforms in all material respects to this Solicitation, and includes all required information, forms, and disclosures. Information, forms and disclosures include and may not be limited to:
- Proposal Check List and Signature Page
 - Price Proposal

INSTRUCTIONS

- Subcontractor Disclosures form
- Minority, Female, Persons with Disabilities Status Participation and Utilization Plan
- All forms, information, disclosures and certifications required in 14-RFQ-01
- Updated responses to 14-RFQ-01 Section 2.7 (optional)

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

I.15 SELECTION OF OFFERORS: The Agency will evaluate proposals from the short list of Offerors selected in 14-RFQ-01 evaluation process in accordance with the process referenced in 20 ILCS 3855/1-75.

POINT SYSTEM FOR EVALUATION AND FINAL SELECTION:

- (A) Each "Offeror Responsive and Responsible Points" (**ORRP**) resulting from the 14-RFQ-01 evaluation process will carry over to this Solicitation for final evaluation as described below.
- (B) The Agency evaluates Price using a point system as follows. The Agency will determine the "Offeror Price Points" for each Offeror using the following formula:

"Offeror Price Points" = "Maximum Price Points" times (the "Lowest Price" divided by "Offeror Price"), expressed in mathematical form:

$$\mathbf{OPP = MPP \times (LP/OP)}$$

Where:

OPP is the "Offeror Price Points."

MPP, the "Maximum Price Points," is 65.

OP, the "Offeror Price," is the sum of the price quotes submitted by the Offeror in response to Sections 3.1 and 3.2 of this Solicitation.

LP, the "Lowest Price," is the sum of the prices offered by an Offeror in response to Sections 3.1 and 3.2 that results in the lowest price offered by any Offeror in response to this Solicitation.

- (C) The Agency awards each "Offeror Points for Approach" (**OPA**). The Agency evaluates the approach of each Offeror's proposed solutions to meet the Agency's requirements submitted in response to 14-RFQ-01, Section 2.7. The maximum points awarded for OPA is 65.

INSTRUCTIONS

NOTE: Optional, Offeror may submit updated responses to 14-RFQ-01 Section 2.7 as an Attachment to this RFP. The Agency will evaluate the original responses unless updated responses are submitted in response to this RFP.

The Offeror “Total Points” equals the “Offeror Responsive and Responsible Points” plus the “Offeror Price Points,” plus “Offeror Points for Approach” expressed in mathematical form:

$$\mathbf{OTP = ORRP + OPP + OPA}$$

Where:

OTP is the “Offeror Total Points.”

ORRP, the “Offeror Responsive and Responsible Points,” is carried over from the evaluation results of 14-RFQ-01.

OPP, the “Offeror Price Points,” is the sum of the price quotes submitted by the Offeror in response to Sections 3.1 and 3.2 of this Solicitation.

OPA is the “Offeror Points for Approach”.

The Responsive and Responsible Offeror with the highest “Offeror Total Points” (**OTP**) will be selected for contract award.

I.16 MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND

UTILIZATION PLAN: This Solicitation contains a goal to include businesses owned and controlled by minorities, females and persons with disabilities in the procurement and contracting processes. Failure to submit a Utilization Plan as instructed in this solicitation may render the offer non-responsive. All questions regarding the subcontracting goal must be directed to the Agency BEP Liaison prior to submission of proposals.

BEP Liaison: Leslie Taylor

Phone Number: (312) 814-4791

Email Address: Leslie.Taylor@illinois.gov

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

I.17 SUBCONTRACTING: Subcontractors are allowed. For the purposes of this Section, subcontractors are those specifically hired to perform all or part of the work covered by the expected contract. If subcontractors are to be utilized in response to this Solicitation,

INSTRUCTIONS

Offerors must identify subcontractors with an annual value of more than \$50,000 and the expected amount of money each will receive under the contract. A Subcontractor Disclosures form is provided in the Solicitation as Attachment FF.

SECTION 1 - PROPOSAL CHECK LIST AND SIGNATURE PAGE

1. PROPOSAL TO PROVIDE PROFESSIONAL SERVICES - PROCUREMENT ADMINISTRATION

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

Check List:

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

Yes No

- 1.2. INCORPORATION OF 14-RFP-01 BY REFERENCE:** Offeror acknowledges that this Solicitation (14-RFP-01) and Offeror's Proposal to it will be incorporated and made part of any subsequent contract by reference.

Yes No

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

Yes No N/A

- 1.4. SUBMISSION OF PROPOSALS:** Offeror is submitting the correct number of copies, in a properly labeled container(s), to the correct location, and by the due date and time.

Yes No

- 1.5. SUBMISSION OF ALL DOCUMENTATION REQUIRED IN 14-RFQ-01:** Offeror is submitting as attachments any and all documents required in 14-RFQ-01 but not submitted as part of the Offeror's Submittal of Qualifications. Incomplete or missing documentation will render the Offeror's Proposal non-responsive.

Yes No N/A

- 1.6. PRICES:** Offeror is submitting fixed price quotes as requested in Sections 3.1 and 3.2

Yes No

- 1.7. STATE OF ILLINOIS SUBCONTRACTOR DISCLOSURES:** Offeror reviewed, completed and signed the Subcontractor Disclosures form, Attachment FF.

Yes No N/A

- 1.8. STATE OF ILLINOIS MINORITIES, FEMALE AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN:** Offeror provided a Participation Plan in accordance with the State of Illinois Minorities, Females and Persons with Disabilities Participation and Utilization Plan, Attachment NN.

Yes No

SECTION 1 - PROPOSAL CHECK LIST AND SIGNATURE PAGE

1.9. Optional, Offeror may submit updated responses to 14-RFQ-01 Section 2.7 as an Attachment to this RFP. The Agency will evaluate the original responses unless updated responses are submitted in response to this RFP. By checking the Yes box below, Offeror requests the Agency to evaluate updated responses included with the Offeror’s Proposal.
 Yes No

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

Signature of Authorized Representative: _____

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

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

SECTION 2 - SPECIFICATIONS

2. SPECIFICATIONS - Please refer to Section 2 of 14-RFQ-01; the information below is repeated for convenience only.

2.1. GOAL: The Agency seeks a qualified and responsible Procurement Administrator to provide consulting and procurement administration services. The Procurement Administrator will assist the Agency in meeting its mission to develop and implement plans annually for the procurement of adequate, reliable, affordable, efficient and environmentally sustainable electric service at the lowest total cost over time, taking into account any benefits of price stability for the eligible retail customers of Ameren and ComEd and any other utilities which may require the services of the Agency.

2.2. EXPERTISE, EXPERIENCE AND SERVICES REQUIRED: The Agency requires expert consulting and procurement administration services from qualified Offerors that, at a minimum, have absence of conflict of interest and inappropriate bias for or against potential bidders or the utilities; and have the following experience (set out in Section 1-75(a) of the Illinois Power Agency Act, 20 ILCS 3855/1-75(a)):

- Direct previous experience administering large-scale power supply and REC competitive procurement processes;
- Staff with advanced degrees in economics, mathematics, engineering, or a related area of study;
- At least 10 years of experience in the electricity sector, including risk management;
- Expertise in wholesale electricity market rules, including those established by the Federal Energy Regulatory Commission and regional transmission organizations; expertise in credit and contract protocols;
- Experience in renewables markets and products; and
- Adequate resources to perform and fulfill the required functions and responsibilities.

The Procurement Administrator will be required to complete the following tasks (set out in Section 16-111.5(c)(1) of the Public Utilities Act, 220 ILCS 5/16-111.5(c)(1)):

- Design the final procurement process in accordance with Section 1-75 of the Illinois Power Agency Act and subsection (e) of 220 ILCS 5/16-111.5 following ICC approval of the procurement plan;
- Develop benchmarks in accordance with subsection (e)(3) of 220 ILCS 5/16-111.5 to be used to evaluate bids; these benchmarks shall be submitted to the ICC for review and approval on a confidential basis prior to the procurement event;
- Serve as the interface between the utilities and suppliers;

SECTION 2 - SPECIFICATIONS

- Manage the bidder pre-qualification and registration process;
- Obtain the utilities' agreement to the final form of all supply contracts and credit collateral agreements;
- Administer the request for proposals process;
- Have the discretion to negotiate to determine whether bidders are willing to lower the price of bids that meet the benchmarks approved by the ICC; any post-bid negotiations with bidders shall be limited to price only and shall be completed within 24 hours after opening the sealed bids and shall be conducted in a fair and unbiased manner. In negotiations there shall be no disclosure of any information derived from proposals submitted by competing bidders; if information is disclosed to any bidder, it shall be provided to all competing bidders;
- Maintain confidentiality of supplier and bidding information in a manner consistent with all applicable laws, rules, regulations, and tariffs;
- Submit a confidential report to the ICC recommending acceptance or rejection of bids;
- Notify the respective utility of contract counterparties and contract specifics;
- Administer related contingency procurement events.

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

- 2.3.1. Administering procurement events for energy in April and September of 2014 in accordance to the final approved 2014 Procurement Plan (a copy of the draft plan is available at: <http://www2.illinois.gov/ipa/Documents/IPA-2014-Procurement-Plan-Filling.pdf>); the Plan is expected to be approved by the ICC in December 2013;
- 2.3.2. Administrating the procurement of RECs in 2014, should the Illinois Commerce Commission approve such a procurement;
- 2.3.3. Administering the procurement of RECs resulting from an approved Distributed Generation Program (DG Program), should the Illinois Commerce Commission approve such a procurement - please refer to Section 8.2 of the approved 2013 Procurement Plan http://www2.illinois.gov/ipa/Documents/IPA-Plan_complying_with_12-0544-Order.pdf; and
- 2.3.4. Providing ad hoc support and deliverables that, from time to time, may be required to assist the Agency in meeting its statutory mission and regulatory requirements, such as reports or updates required by Illinois Commerce Commission Orders.

SECTION 3 - PRICE PROPOSAL

3. FIXED PRICE QUOTES: Offeror shall submit fixed price quotes to implement the Offeror's proposed solutions in 14-RFQ-01, Section 2.7.1 and 2.7.2. Price quotes shall not include any taxes. Price quotes shall be firm and remain valid for a period of at least sixty (60) days from the Proposal Due Date. Offeror's price quotes, at the discretion of the Agency, may or may not serve as the basis for compensation terms of any resulting contract. Price quotes submitted as part of the Offeror's Proposal, however, will be used by the Agency to evaluate the Proposal, select the winning Offeror, and form the basis for negotiation of the final contract. Failure to submit prices as shown in Sections 3.1 and 3.2 below will render Offeror's entire Proposal non-responsive. Price quotes shall be submitted in the format specified below for the following tasks:

3.1. Administration of procurements for energy based on the filed 2014 Procurement Plan, assuming a single April 2014 procurement event for both Ameren and ComEd, and a second event in September 2014 for ComEd only. Please provide a fixed price quote to accomplish the Offeror's proposed solution described in the Offeror's Submittal of Qualifications in response to 14-RFQ-01, Section 2.7.1.

Ameren and ComEd April 2014 Procurement of Energy Blocks	
Fixed Price	\$ Click here to enter text.

ComEd September 2014 Procurement of Energy Blocks	
Fixed Price	\$ Click here to enter text.

3.2. Administration of a single procurement for RECs to be conducted in calendar year 2014 assuming that the procurement of RECs is approved by the ICC for both Ameren and ComEd. Please provide a fixed price quote to accomplish the Offeror's proposed solution described in the Offeror's Submittal of Qualifications in response to 14-RFQ-01, Section 2.7.2.

Administration of a Single 2014 Procurement Event for RECs for both Ameren and ComEd	
Fixed Price	\$ Click here to enter text.

3.3. Alternative Pricing Proposal - optional.

In addition to providing fixed price quotes above, Offeror may use this Section to propose alternative pricing. Failure to provide an alternative Pricing Proposal will not render the Offeror's Proposal non-responsive. [Click here to enter text.](#)

Signature of Authorized Representative: _____

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

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

STATE OF ILLINOIS
SUBCONTRACTOR DISCLOSURES

ATTACHMENT FF

1. Will subcontractors be utilized? Yes No
2. Please identify below the names and addresses of all subcontractors that will be utilized in the performance of this Contract with a total value of \$50,000 or more, together with a description of the work to be performed by the subcontractor, and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract.

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

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

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

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

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

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

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

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

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

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

STATE OF ILLINOIS
MINORITIES, FEMALES, PERSONS WITH DISABILITY STATUS AND PARTICIPATION
UTILIZATION PLAN

ATTACHMENT NN

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minorities, female, or persons with disabilities (BEP certified vendor). 30 ILCS 575.

Contract Goal to be Achieved by the Vendor: This solicitation includes a specific BEP utilization goal of 20% based on the availability of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation. In addition to the other award criteria established for this solicitation, the Agency/University will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the BEP certified vendor. If Vendor is a BEP certified vendor, the entire goal is met and no subcontracting with a BEP certified vendor is required; however, the Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.

Following are guidelines for the Vendor's response to the Utilization Plan. A format for the Utilization Plan is included in this section. Vendor should include any additional information that will add clarity to the Vendor's proposed utilization of BEP certified vendors to meet the targeted goal. The Utilization Plan must demonstrate that the Vendor has either: (1) met the entire contract goal; (2) made good faith efforts towards meeting the entire goal; or (3) made good faith efforts towards meeting a portion of the goal. Any submission of good faith efforts by the Vendor shall be considered as a request for a full or partial waiver.

At the time of bid or offer submission, the Vendor must be certified with CMS Business Enterprise Program. Visit (www.sell2.illinois.gov/bep/Business_Enterprise.htm) for complete requirements and to apply for certification in the Business Enterprise Program. Vendors who submit bids or offers for State contracts shall not be given a period of time after the bid or offer is submitted to cure deficiencies in the Utilization Plan, Good Faith Effort documentation or the Letter of Intent, unless mandated by federal law or regulation. 30 ILCS 575(4)(c). Failure to complete a Utilization Plan and/or provide Good Faith Effort Documentation may render the bid or offer non-responsive or not responsible.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions **of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must** clearly evidence that the BEP Certified Vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP Certified Vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP Certified Vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP Certified Vendor. **Each party must execute the bid or offer prior to submission of the bid or offer to the Agency/University.**
2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Agency/University may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the Agency/University in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by

Vendor and the BEP Certified Vendor may render the bidder or Offeror non-responsive or not responsible. **The contract will not be finally awarded to Vendor unless the Vendor's Utilization Plan is approved.**

3. **BEP Certified Vendor Locator References:** Vendors may consult CMS' BEP Certified Vendor Directory at (www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm), as well as the directories of other certifying agencies, but **BEP subcontractors must be certified by CMS as BEP certified vendors at the time of submission of bid or offer.**
4. **Vendor Assurance:** The Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency/University deems appropriate. This assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier.
5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
 - 5.1. The value of the work actually performed or goods/equipment provided by the BEP Certified Vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP Certified Vendor, including supplies purchased or equipment leased by the BEP Certified Vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
 - 5.2. A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP Certified Vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendors. Work performed by the non-BEP certified party shall not be counted toward the goal. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**
 - 5.3. A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, regular dealer, or supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:
 - 5.3.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency/University to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 5.3.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Agency/University to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP Certified Vendor's

trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

5.3.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency/University to be reasonable and not excessive as compared with fees customarily allowed for similar services.

5.4. BEP certified vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.

5.5. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.

5.5.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP Certified Vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency/University shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

5.5.2. A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP certified vendor participation. In determining whether a BEP certified vendor is such an extra participant, the Agency/University shall examine similar transactions, particularly those in which BEP certified vendors do not participate, and industry practices.

5.6. A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

6. **Good Faith Effort Procedures:** If the Vendor cannot meet the stated goal, the Vendor must document in the Utilization Plan its good faith efforts that could reasonably have been expected to meet the goal. Vendors must submit utilization forms that meet or exceed the published goal or submit utilization forms that describe a percentage participation that is less than the goal and submit documentation regarding good faith efforts at the time of bid or offer submission. **Vendors will not be permitted to correct goal deficiencies after bid or offer due dates.** The Business Enterprise Council ("Council") or its delegate will consider the quality, quantity, and intensity of the Vendor's efforts.

6.1. The following is a list of types of action that the Council or its delegate will consider as evidence of the Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Council or its delegate may be relevant in appropriate cases.

- 6.1.1. Soliciting through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. The Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. The Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- 6.1.2. Selecting portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.
- 6.1.3. Making a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- 6.1.4. Negotiating in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, and telephone numbers of BEP certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for BEP certified vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with BEP certified vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using BEP certified vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from BEP certified vendors if the price difference is excessive or unreasonable.
- 6.1.5. Thoroughly investigating the capabilities of BEP certified vendors and not rejecting them as unqualified without documented reasons. The BEP certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in the Vendor's efforts to meet the goal.
- 6.1.6. Making efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the Agency/University.
- 6.1.7. Making efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.
- 6.1.8. Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of BEP certified vendors.

6.1.9. Utilize the Sell2Illinois website: (www.Sell2.illinois.gov) to identify BEP certified vendors.

6.2. In evaluating the Vendor's good faith efforts, Council or its delegate may consider whether the ability of other bidders or Offerors to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.

6.3. If the Council or its delegate determines that the Vendor has made good faith efforts to meet the goal, the Agency/University may award the contract provided that the Vendor is otherwise eligible for award.

6.4. If the Council or its delegate determines that good faith efforts have not been met, the bid or offer may be determined to be non-responsive by the Chief Procurement Office.

7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern the Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If the Vendor did not succeed in obtaining enough BEP certified vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP Certified Vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

7.1. Those who submit bids or offers for State contracts shall not be given a period after the bid or offer is submitted to cure deficiencies in the bid or offer unless mandated by federal law or regulation. 30 ILCS 575/4(e).

7.2. The Utilization Plan may not be amended after contract execution without the Agency/University's prior written approval.

7.3. **The Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Agency/University.** Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with the Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. The Vendor must negotiate with the BEP certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work or goods/equipment, provided the BEP certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work, goods or equipment.

7.4. In accordance with the Procurement Code, substitutions of a BEP certified vendor may be permitted under the following circumstances:

7.4.1. Unavailability after receipt of reasonable notice to proceed;

7.4.2. Failure of performance;

7.4.3. Financial incapacity;

7.4.4. Refusal by the BEP Certified Vendor to honor the bid or proposal price or scope;

- 7.4.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 - 7.4.6. Failure of the BEP Certified Vendor to meet insurance, licensing or bonding requirements;
 - 7.4.7. The BEP Certified Vendor's withdrawal of its bid or offer; or
 - 7.4.8. Decertification of the BEP Certified Vendor.
- 7.5.** If it becomes necessary to substitute a BEP certified vendor or otherwise change the Utilization Plan, the Vendor must notify the Agency/University in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency/University will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.
- 7.6.** Where the Vendor has established the basis for the substitution to the Agency's/University's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, the Vendor may substitute with a non-BEP certified vendor or the Vendor may perform the work.
- 7.7.** If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the Agency/University to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.8.** A new BEP certified vendor agreement must be executed and submitted to the Agency/University within five business days of the Vendor's receipt of the Agency's/University's approval for the substitution or other change.
- 7.9.** The Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by the Vendor upon 48 hours written demand by the Agency/University to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency/University shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor. After the performance of the final item of work or delivery of material by the BEP Certified Vendor and final payment to the BEP Certified Vendor by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the BEP Certified Vendor under the contract.
- 7.10.** The Agency/University will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP Certified Vendor, good faith efforts or any other material fact or representation shall constitute a

material breach of this contract and entitle the Agency/University to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

- 7.11.** The Agency reserves the right to withhold payment to the Vendor to enforce these provisions and the Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until the Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

STATE OF ILLINOIS
MINORITIES, FEMALES, PERSONS WITH DISABILITY STATUS AND PARTICIPATION
UTILIZATION PLAN

ATTACHMENT NN

8. UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed separately within the Proposal package.

[Click here to enter text.](#) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the Minority, Female, Persons with Disability Status and Participation section of the solicitation for [Click here to enter text.](#), Illinois Procurement Bulletin Reference Number [Click here to enter text.](#) We understand that all subcontractors must be certified with the CMS Business Enterprise Program at the time of submission of all bids/offers. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded. We understand that we will not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter(s) of intent, unless mandated by federal law or regulation. 30 ILCS 575/4(e).

[Click here to enter text.](#) makes the following assurance and agrees to include the assurance in each agreement, subcontract and/or purchase order with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency/University deems appropriate.

Vendor submits the following statement: [Choose an item.](#)

8.1. DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE BEP UTILIZATION GOAL AND REQUEST FOR WAIVER

If the BEP utilization goal was not achieved, the Good Faith Efforts Procedures and Guidelines will be used to evaluate submitted utilization plans (Section 8.1.1.). Vendors providing Good Faith Effort documentation and request for waiver must complete and submit the Good Faith Effort Contact Log (Section 8.1.2.) with the bid or offer. Failure to complete Section 8.1.2. in its entirety may render the Vendor's bid or offer non-responsive or not responsible and cause it to be rejected or render the Vendor ineligible for contract award.

8.1.1. GOOD FAITH EFFORTS PROCEDURES AND GUIDELINES

Please read the following guidelines carefully.

Below is a checklist of items that may be used to evaluate a Vendor's Demonstration Good Faith Efforts and Request for Waiver. If any of the following items are not completed, please attach a detailed written explanation indicating why such item was not completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts.

- Soliciting through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the

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solicitation. The Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. The Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

- Selecting portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.
- Making a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- Negotiating in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, and telephone numbers of BEP certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for BEP certified vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with BEP certified vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using BEP certified vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from BEP certified vendors if the price difference is excessive or unreasonable.
- Thoroughly investigating the capabilities of BEP certified vendors and not rejecting them as unqualified without documented reasons. The BEP certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in the Vendor's efforts to meet the goal.
- Making efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the Agency/University.
- Making efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.
- Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of BEP certified vendors.
- Utilize the Sell2Illinois website: (www.Sell2.illinois.gov) to identify BEP certified vendors.

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8.1.2. GOOD FAITH EFFORTS CONTRACT LOG FOR SOLICITING BEP CERTIFIED VENDOR PARTICIPATION.

Use this Log to document all contracts and responses (telephone, e-mail, fax, etc.) regarding the Solicitation of BEP certified vendors. Duplicate as needed. **It is not necessary to show contacts with BEP vendors who are identified on the Letter of Intent (as identified in Section 8.2).**

Name of BEP Certified Vendor	Date and Method of Contact	Scope of Work Solicited	Reason Agreement Was Not Reached

8.2. LETTER OF INTENT (LOI) BETWEEN PRIME VENDOR AND BEP CERTIFIED VENDOR

Instructions: The responsive Vendor is required to submit a separate, signed LOI from each identified BEP certified vendor. LOIs must be submitted with the bid/offer and must be signed by both parties. The Prime Vendor shall not prohibit or otherwise limit [Click here to enter text.](#) from providing subcontractor quotes to other potential bidders/vendors. Each LOI shall include the negotiated amount/percentage and scope of work to be performed by each identified BEP certified vendor. All LOI's shall be subject to Agency/University approval.

Any changes involving or affecting identified the BEP certified vendor(s) may not be permitted without written approval of the Agency/University.

Project Name: [Click here to enter text.](#) Project/Solicitation Number: [Click here to enter text.](#)

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

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

City, State and Zip: [Click here to enter text.](#)

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

Name of BEP Certified Vendor: [Click here to enter text.](#)

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

City, State and Zip: [Click here to enter text.](#)

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

Type of agreement: Services Supplies Both Services/Supplies

Anticipated start date of the BEP Certified Vendor: [Click here to enter a date.](#)

Proposed Subcontract Amount \$ [Click here to enter text.](#) or Proposed % of Contract to be performed by the BEP Certified Vendor [Click here to enter text.](#)

NOTE: In instances where the contract award amount is unknown, you must indicate the percentage of the estimated contract award that will be subcontracted to the BEP Certified Vendor.

Description of work to be performed or goods/equipment to be provided by the BEP Certified Vendor: [Click here to enter text.](#)

The Vendor and the BEP Certified Vendor above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the State of Illinois, the BEP Certified Vendor will perform the scope of work for the price/percentage as indicated above.

Vendor (Company Name and D/B/A):

[Click here to enter text.](#)

BEP Certified Vendor (Company Name and D/B/A):

[Click here to enter text.](#)

Signature

Signature

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

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

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

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

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

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