

**STATE OF ILLINOIS**  
**INVITATION FOR BID**  
**Illinois Finance Authority**  
**Energy Lease Financing Opportunity**  
**IPB Reference #22034267**  
**Agency Reference #15-0002**

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The Illinois Finance Authority (“Agency”, “State”) requests bids from responsible vendors to meet its needs. A brief description is set forth below for Bidder’s convenience, with detailed requirements in subsequent sections of this solicitation. If Bidder is interested and able to meet these requirements, the State appreciates and welcomes a bid.

**Brief Description:**

The Authority is requesting bids (“Offers”) from qualified financial institutions to enter into a Lease and Sublease Agreement (the “Lease Agreement”) with the Authority and the State of Illinois (the “State”) to finance various energy infrastructure improvements for the benefit of the State, with an expected construction period of 12 months. The State will request project funding from an escrow fund established at closing, as needed, to finance and/or reimburse funds expended by the State for project costs (“Draws”). Each draw will be secured by specific equipment/projects paid for by the draw. The lender will have a security interest in the equipment/projects which may be subject to prior liens on the improved facility as further described herein. Please read the entire solicitation package and submit your bid for evaluation in accordance with all instructions.

**Project Scope/Synopsis:** The State has a very large deferred maintenance backlog which results in extremely inefficient use of energy and water, excessive maintenance costs for aging equipment repairs and poor temperature and air ventilation control which adversely affects the health and safety of staff and occupants. The State has also identified degraded or outdated building envelope conditions which render roofing, windows and exterior doors well below today’s energy efficiency standards. This project proposes to modernize mental health centers, clinical, general office and vehicle maintenance facilities with energy efficient technology that substantially reduces future utility costs, equipment repair costs and staff and inmate health costs. This project proposes to use Energy Performance Contracting (“EPC”) which is a proven method for designing, installing and financing energy, water and building envelope improvement projects where the savings achieved by the project are guaranteed to amortize the cost of the project over the term of the agreement. The proposed improvements encompass six (6) State facilities and the estimated implementation costs of the project is approximately \$20 million, of which only a portion is proposed to be financed using EPC. The proposed financing is further explained below.

The State’s obligations under the Lease Agreement will be subject to annual appropriation by the Illinois General Assembly. The State of Illinois’ recent general obligation transaction (April 2014), received ratings of “A-” from Standard and Poor’s, “A3” from Moody’s Investors Services, and “A-” from Fitch.

Ameresco Inc. (“Ameresco”) has been selected to fulfill the contractual requirements under the Energy Efficiency participation program to complete the project list of the six (6) facilities identified in Exhibit 1. Under an Energy Services Agreement (between Ameresco and the State), Ameresco will guarantee the achievement of certain energy and related operational savings in each year during the term. Ameresco has completed a preliminary analysis of the sites and subsequent Investment Grade Audits (“IGAs”) at the related facilities. The IGAs provide the basis for the State’s project selection and authorization for the State to enter into one or more agreements with Ameresco for the installation of the Energy Conservation Measures (“ECMs”) that include equipment purchases and installations to achieve desired utility consumption and operational savings when compared to estimated unimproved costs of site operations. At the State’s discretion and upon confirmation of equipment selection and installation, such IGA-recommended improvements will be the subject of the Lease Agreement. The State intends to enter into a single contract for equipment purchase and installation to capture savings associated with reduced

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

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utility consumption. This request for bids is limited to the identified ECMs and will not exceed approximately \$20 million. The State will contribute \$10 million cash to supplement financing proceeds for the ECMs.

Exhibit 1 provides a comprehensive list of the six (6) State-owned properties that will be considered for ECM improvements. The preliminary analysis indicates that the utility consumption savings capital improvements include, but are not limited to: lighting, equipment upgrades and controls, HVAC upgrades and controls, building envelope upgrades, retro-commissioning, water efficiency upgrades, and mechanical upgrades to various State-owned facilities. Exhibit 2 shows a sample cash flow analysis to be used for reference purposes only.

The State of Illinois' comprehensive annual financial report ("CAFR") for the fiscal year ended June 30, 2013 can be found at: <http://www.ioc.state.il.us/index.cfm/resources/reports/cafr>.

The resulting contract, i.e. lease agreement, with the awarded vendor shall have an initial term of 10 years. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed 10 years. Subject to the maximum total term limitation, Illinois Finance Authority has the option to renew for the following terms: No renewals will be granted.

Please read the entire solicitation package and submit a bid for evaluation in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the price proposal which will constitute the bid. Do not submit the instructions pages with bids. Bidders should keep the instructions and a copy of their bids for future reference.

Forms A, Forms B, BEP Utilization Plan, and VSB Utilization Plan may be downloaded from the Illinois Procurement Bulletin (IPB) or from links provided in this document. These sections are a material part of this solicitation, and must be returned when applicable with a vendor's bid.

**Please adhere to the form and content of bid requirements or the bid may not be considered.**

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*The following sections of the solicitation may be opened by clicking on the link provided or downloaded from the Illinois Procurement Bulletin.*

### **FORM A SECTION**

*Complete this section if you are not using an Illinois Procurement Gateway (IPG) Registration #*

*<http://www2.illinois.gov/cpo/general/Documents/Forms%20A%20Section%20V.14.1.docx>*

<b>Business and Directory Information.....</b>	<b>1.</b>
<b>Illinois Department of Human Rights Public Contracts Number .....</b>	<b>2.</b>
<b>Authorized to Do Business in Illinois .....</b>	<b>3.</b>
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<b>State Board of Elections .....</b>	<b>5.</b>
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## **FORM B SECTION**

Complete this section only if you are using an IPG Registration #

<http://www2.illinois.gov/cpo/general/Documents/Forms%20B%20Section%20V.14.1.docx>

Illinois Procurement Gateway Registration # .....	1.
Certification Timely to this Solicitation .....	2.
Disclosures of Lobbyists and Contracts .....	3-4.

## **BEP UTILIZATION PLAN**

Download and complete these documents if this IFB contains a BEP goal

**Letter of Intent:**

<http://www2qa.illinois.gov/cpo/general/Documents/Uniform%20Letter%20Of%20Intent%20BEP%20and%20VSB.pdf>

**Utilization Plan:**

## **VSB UTILIZATION PLAN**

Download and complete these documents if this IFB contains a Veteran goal

**Letter of Intent:**

<http://www2qa.illinois.gov/cpo/general/Documents/Uniform%20Letter%20Of%20Intent%20BEP%20and%20VSB.pdf>

**Utilization Plan:**

<http://www2qa.illinois.gov/cpo/general/Documents/Veteran%20Small%20Business%20Utilization%20Plan.pdf>

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**SECTION 1. INSTRUCTIONS AND GENERAL INFORMATION**

**A.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 Bidder’s situation, then enter “N/A” into the text field. Please enter the requested information or N/A into every red text field.

Please note that the CONTRACT section of this solicitation may be used as the contract between the State of Illinois and the awarded vendor. If used, then the Financial Disclosures and Conflicts of Interest, Disclosure of Business Operations in Iran, and Standard Certifications provided in FORM A or the Illinois Procurement Gateway, and certifications and disclosures provided in FORM B (if applicable) will become part of the contract.

**A.2 PUBLISHED PROCUREMENT INFORMATION:** The State publishes procurement information, including updates, on the Illinois Procurement Bulletin ([www.purchase.state.il.us](http://www.purchase.state.il.us)), Illinois Public Higher Education Procurement Bulletin ([www.procure.stateuniv.state.il.us](http://www.procure.stateuniv.state.il.us)), Illinois Department of Transportation Procurement Bulletin ([www.dot.il.gov/desenv/transprocbulletin.html](http://www.dot.il.gov/desenv/transprocbulletin.html)) or the Illinois Capital Development Board Bulletin (<http://www.illinois.gov/cdb/procurement/>) (collectively and individually referred to as “Bulletin”). Procurement information may not be available in any other form or location. Bidder is responsible for monitoring the Bulletin. The State will not be held responsible if Bidder fails to receive the optional e-mail notices.

**A.3 SOLICITATION CONTACT:** The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, bidders may only communicate with the Solicitation Contact. The State/Agency/University shall not be held responsible for information provided by any other person.

Solicitation Contact: Terrell Gholston	Phone: 312-651-1312
Agency/University: Illinois Finance Authority	Fax: 312-651-1350
Street Address: 180 North Stetson Avenue, Suite 2555	TDD: 800-526-0844
City, State Zip: Chicago, IL 60601-6776	
Email: <a href="mailto:procurement@il-fa.com">procurement@il-fa.com</a>	

Report suspected errors immediately to the Solicitation Contact identified above. Do not discuss the solicitation or any bid, directly or indirectly, with any State officer or employee other than the Solicitation Contact.

**A.4 VENDOR QUESTIONS AND AGENCY/UNIVERSITY RESPONSE:** All questions, other than questions raised at the Vendor Conference/Site Visit, pertaining to this solicitation must be submitted in writing to the Solicitation

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Contact no later than August 13, 2014 at 5:00 pm CST. Questions received and Agency/University responses may be posted as an Addendum to the original solicitation on the Bulletin; only these posted answers to questions shall be binding on the State. Bidders are responsible for monitoring the Bulletin.

**A.5 REQUIRED MEETINGS**

Vendor Conference/Site Visit:  Yes  No

Mandatory Attendance:  Yes  No

If attendance is mandatory, Bidder (current vendor included) will be disqualified and considered non-responsive if Bidder does not attend, is not on time, leaves early or fails to sign the attendance sheet. Bidder must allow adequate time to accommodate security screenings at the site.

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

Time: [Click here to enter text](#)

Location: [Click here to enter text](#)

**A.6 BID DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF BIDS:** Bids will be opened at the Submit/Deliver Bids to address below at the Bid Due Date & Time specified.

A.6.1 Bid Due Date & Time

Date: August 25, 2014

Time: 12:00 PM CST

A.6.2 Bid Firm Time: Vendor's bid must remain firm for 60 days from opening.

A.6.3 Submit/Deliver Bids To: \_\_\_\_\_ Label (outside of envelopes/containers): \_\_\_\_\_



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Agency/University: Illinois Finance Authority	<b>“Sealed Bid – Do Not Open”</b>
Attn: Terrell Gholston	Project Title & Reference #: IPB Ref #22034267/ Agency Ref #15-0002 Energy Lease Financing Opportunity
Address: 180 N Stetson Ave, Suite 2555	Due Date & Time: August 25, 2014 at 12:00 PM CST
City, State Zip: Chicago, IL 60601	<i>Vendor Name</i>
	<i>Vendor City, State and Zip</i>

**A.7 ORGANIZATION REQUIRED:** Bids may be submitted in as few as three and as many as five packets. Please follow these instructions carefully.

A.7.1. Packet 1 shall contain the Contract section and if applicable a Redacted copy (SECTION 1, part A.15).

A.7.2. Packet 2 shall contain the Offer (SECTION 2, part B).

If applicable, the packet shall also contain Exceptions to Solicitation Contract Terms and Conditions (SECTION 3, part C.1) and References (SECTION 3, part C.2).

A.7.2.1. Exceptions must be provided on the Exceptions to Solicitation Contract Terms and Conditions form or must be in a substantially similar format. Agency discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of the Bid.

A.7.2.2. Additional Vendor Provisions may be stated on this form and does not include exceptions to Agency/University specifications, terms and conditions, or any other part of this solicitation. Additional Vendor Provisions is information that supports a bidder’s position or, for example, a bidder’s licensing agreement.

A.7.3. Packet 3 shall contain either FORMS A or FORMS B. FORMS A section contains eight forms and shall be returned by Bidders that are not registered in the Illinois Procurement Gateway (IPG).

FORMS B contains three forms and is only returned by Bidders that have a current IPG registration number and elect to not use the forms found in the FORMS A section.

A.7.4. Packet 4 shall contain a response to the Minorities, Females, and Persons with Disabilities participation requirements. Packet 4 is only returned if a Business Enterprise Program goal is stated in instruction A.22.

A.7.5. Packet 5 shall contain a response to the Veteran Small Business (VSB) participation requirements. Packet 5 is only returned if a VSB goal is stated in instruction A.23.

Separately seal and label each packet.

**A.8 SUBMISSION OF BIDS:** The Bid must be submitted in separately sealed packets as indicated below and clearly labeled with the Invitation for Bid title, the packet number, the Bidder’s name and the wording: **“Sealed Bid – Do Not Open.”** The separately sealed packets may be submitted together in one mailing/shipping box or may be submitted separately in individual/shipping boxes. Do not put the entire Offer on one CD or USB.

Subject Matter	# of Originals	# of Hard Copies	# of CDs or USBs
Contract and if applicable a Redacted copy – PACKET 1	1	1	3
SECTION 2 part B (OFFER) and applicable forms in SECTION 3 part C – PACKET 2	1	1	3

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FORMS A or FORMS B– PACKET 3	1	1	3
MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN – PACKET 4	N/A	N/A	N/A
VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN – PACKET 5	N/A	N/A	N/A

- A.9 SECURITY:** Bid Bond N/A. Performance Bond N/A. If a bid bond is required, Bidder must submit the Bid Bond with the bid. If a performance bond is required, Bidder must submit the Performance Bond to the solicitation contact within 10 days after award. The bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to the State.
- A.10 SMALL BUSINESS SET-ASIDE:**  Yes  No. If “Yes” is marked, Bidder must be qualified by the Small Business Set-Aside Program at the time bids are due in order for the bid to be evaluated. For complete requirements and to certify Bidder’s business in the Small Business Set-Aside Program, visit (<https://ipg.vendorreg.com/FrontEnd/VendorSearchRegistry.asp?TN=ipg&XID=7599>).
- A.11 MINORITY CONTRACTOR INITIATIVE:** The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller’s Administrative Fund. 15 ILCS 405/23.9.
- A.12 FEDERAL FUNDS:** The resulting contract may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of the goods and/or services involved which are federally funded and the dollar amount of such federal funds will be disclosed.
- A.13 EMPLOYMENT TAX CREDIT:** Bidders who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 & 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- A.14 GOVERNING LAW AND FORUM:** Illinois law and rule govern this solicitation. Bidder must bring any action relating to this solicitation in the appropriate court in Illinois. This document contains statutory references designated with “ILCS”. Bidder may view the full text at (<http://www.ilga.gov/legislation/ilcs/ilcs.asp>). The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 Ill. Adm. Code 1) are applicable to this solicitation and may be respectively viewed at (<http://www.ilga.gov/legislation/ilcs/ilcs5.asp?ActID=532&ChapterID=7>)and (<http://www.ilga.gov/commission/jcar/admincode/044/044parts.html>).
- A.15 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Bids become the property of the State. All bids will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other

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applicable laws and rules, unless Bidder requests in its bid that the State treat certain information as confidential. A request for confidential treatment will not supersede the State's legal obligations under FOIA. The State will not honor requests to keep entire bids confidential. Bidders must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful bidder's name, the substance of the bid, and the price.

If Bidder requests confidential treatment, Bidder must submit additional copy/copies (see Instructions for Submitting Bids in section A.8) of the bid with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the bid as possible. In a separate attachment, Bidder 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. Bidder must label the attachment as "Redacted" and return it in Packet 1.

Bidder will hold harmless and indemnify the State for all costs or damages associated with the State defending Bidder's request for confidential treatment. Bidder agrees the State may copy the bid to facilitate evaluation, or to respond to requests for public records. Bidder warrants that such copying will not violate the rights of any third party.

**A.16 RESERVATIONS:** Bidder must read and understand the solicitation and tailor the bid and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all bids, award by item, group of items, or grand total, and waive minor defects. The State may request a clarification, inspect Bidder's premises, interview staff, request a presentation, or otherwise verify the contents of the bid, including information about subcontractors and suppliers. The State will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code, rules and other applicable state and federal statutes and regulations. This competitive process may require that the bidder provide additional information and otherwise cooperate with the State. If a bidder does not comply with requests for information and cooperate, the State may reject the bid as non-responsive to the solicitation. Submitting a bid does not entitle the bidder to an award or a contract. Posting a vendor's name in a Bulletin notice does not entitle the vendor to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any bid. Awarded vendor(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 State Purchasing Officer or the Chief Procurement Officer (or designee).

**A.17 AWARD:** The State is not obligated to award a contract pursuant to this solicitation. If the State issues an award, the award will be made to the Responsive/Responsible bidder who submits the lowest price. The State will post a notice to the applicable Bulletin identifying the apparent low cost bidder. The State may accept or reject a vendor's bid as submitted, or may require contract negotiations. If negotiations do not result in an acceptable agreement, the State may reject the vendor's bid and begin negotiations with another bidder. Awards are not final until all protests are resolved.

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**A.18 REFERENCES:**  Yes  No. If “Yes” is marked, Bidder must provide references from established private firms or government agencies other than from the procuring agency/university, which can attest to Bidder’s experience and ability to perform the contract subject of this solicitation. Bidder must provide the name, contact information and a description of the supplies or services provided using the form in Section 3, part C.2.

Type of References: Government Agencies

Number of Each Reference Type: 3

**A.19 INVOICING ADDRESS:** The awarded Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable agency’s Illinois tax exemption number and federal tax exemption information.

Send invoices to:

Agency Name: Illinois Finance Authority

Agency Department: Accounts Payable Department

Street Address: 180 N. Stetson Suite 2555

City, State, Zip Code: Chicago, IL 60601

**A.20 PROTEST REVIEW OFFICE:** Vendors may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 ILL. ADMIN. CODE 1.5550, 4.5550, 6.420, & 8.150. For protests related to specifications, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual bids or awards, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office information is as follows:

Chief Procurement Office

Attn: Protest Review Office

401 S. Spring Street

Suite 515 Stratton Office Building

Springfield, IL 62706

Phone: (217) 558-3724

Facsimile: (217) 558-2164

Illinois Relay: (800) 526-0844

**A.21 EVALUATION PROCESS:** The State evaluates three categories of information: Responsibility, Responsiveness, and Price. The State will consider the information provided and the quality of that information when evaluating the vendor’s bid. If the State finds a failure or deficiency, the State may reject the bid or reflect the failure or deficiency in the evaluation.

**A.21.1 RESPONSIVENESS:** A responsive bidder is one who submits a bid that conforms in all material respects to the Invitation for Bid, and includes **all required** forms. Required forms may include and may not be limited to:

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- A.21.1.1 Subcontractor Disclosure: If the bid includes any subcontractors, then Bidder shall provide the names and addresses of subcontractors in the CONTRACT, part 1.6.
- A.21.1.2 References: If references are required, then Bidder shall complete and return the References form in SECTION 3, part C.2.
- A.21.1.3 If completing FORMS B, then responsiveness may include and may not be limited to:
- Current Illinois Procurement Gateway registration #
  - Disclosure of lobbyists for Bidder and parent entity(ies)
  - Disclosure of pending and current contracts
  - Certifications timely to this solicitation
- A.21.1.4 If completing FORMS A, required forms may include and may not be limited to:
- Authorized to Do Business in Illinois: A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid. For more information, see Authorized to Do Business in Illinois in FORMS A SECTION, part 3.
  - State Board of Elections Registration: Vendor or Bidder may be prohibited from making political contributions and be required to register with the State Board of Elections. For more information, see State Board of Elections in FORMS A SECTION, part 5.
  - Illinois Department of Human Rights Public Contracts Number: Bidder shall complete and return the IDHR Public Contract Number form in FORMS A SECTION, part 2, or in the Illinois Procurement Gateway.
  - Standard Certifications: Bidder shall complete and return the Standard Certifications form in FORMS A SECTION, part 4, or in the Illinois Procurement Gateway.
  - Financial Disclosures and Conflicts of Interest: Bidder shall complete and return the Financial Disclosures and Conflicts of Interest form in FORMS A SECTION, part 7, or in the Illinois Procurement Gateway.
  - Disclosure of Business Operations with Iran: Bidder shall complete and return the Disclosure of Business Operations with Iran form FORMS A SECTION, part 6, or in the Illinois Procurement Gateway.
  - Business and Directory Information: Bidder shall complete and return the Business and Directory Information form in FORMS A SECTION, part 1, or in the Illinois Procurement Gateway.
  - Taxpayer Identification Number: Bidder shall complete and return the Taxpayer Identification form in FORMS A SECTION, part 8, or in the Illinois Procurement Gateway.

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- A.21.1.5 The State will determine whether the Bid meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no bidder meets a particular requirement, the State may waive that requirement.
- A.21.1.6 When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.
- A.21.1.7 The State will determine whether bids complied with the instructions for submitting bids. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that a bidder correct deficiencies as a condition of further evaluation.
- A.21.2 **RESPONSIBILITY:** A responsible bidder is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The State determines whether the Bidder is a "Responsible" bidder; a bidder with whom the State can or should do business. For example, the State may consider the following:
- A.21.2.1 A "prohibited bidder" includes any person assisting an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request for information, or providing similar assistance unless such assistance was part of a publically issued opportunity to review drafts of all or part of these documents. For purposes of this section, an employee of the State of Illinois means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State contract. No person or business shall submit specifications to a State agency unless requested to do so by an employee of the State. No person or business that contracts with a State agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.
- Nothing herein is intended to prohibit a vendor from bidding or offering to supply developing technology, goods or services after providing the State with a demonstration of the developing technology, goods, or services; provided the subject of the demonstration to the State represents industry trends and innovation and is not specifically designed to meet the State's needs. Nor is it intended to prohibit a person or business from submitting a bid or offer or entering into a contract if the person or business: (i) initiates a communication with an employee to provide general information about products, services, or industry best practices and, if applicable, that communication is documented in accordance with Section 50-39 or (ii) responds to a communication initiated by an employee of the State for the purposes of providing information to evaluate new products, trends, services, or technologies.
- A.21.1.2 Other factors that the State may evaluate to determine Responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer,) compliance with

# STATE OF ILLINOIS

## INSTRUCTIONS AND GENERAL INFORMATION

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applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required maintenance service or other matters relating to the bidder's ability to deliver in the quality and quantity within the time and price as specified in this solicitation.

A.21.1.3 Awarded bidders must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may require a performance bond if, in the opinion of the State, it ensures performance of the contract. The State may terminate the Contract, consistent with the termination for cause provision of the Contract, if the vendor lacks the financial resources to perform under the Contract.

A.21.1.4 The State may require that a bidder correct any deficiencies as a condition of further evaluation.

A.21.3 **PRICE:** The State identifies the lowest priced bidder that meets Responsibility and Responsiveness requirements. The State ranks bids in order of price when appropriate.

**A.22 MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN:** This solicitation may contain a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the State's procurement and contracting processes. If the solicitation contains a goal, then failure to submit a Utilization Plan as instructed later in this solicitation may render the Bid non-responsive. All questions regarding the subcontracting goal must be directed to the Agency/University BEP Liaison prior to submission of proposals.

Does this solicitation contain a BEP goal?  Yes  No

If yes, then the BEP goal is: [Click here to enter text](#)

BEP Liaison: [Click here to enter text](#)

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

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

Vendors who submit bids for State contracts shall not be given a period after the Bid opening date to cure deficiencies in the Utilization Plan and the Letter of Intent, unless mandated by federal law or regulation. 30 ILCS 575(4)(e). Businesses included on Utilization Plans as meeting BEP requirements as prime vendors or subcontractors must be certified by CMS as BEP vendors prior to the bid closing date. Go to (<http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx>) for complete requirements for BEP certification.

**A.23 VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN:** This solicitation may contain a goal to include businesses owned and controlled by military veterans in the State's procurement and contracting processes. If the solicitation contains a goal, then failure to submit a Utilization Plan as instructed later in this solicitation may render the Bid non-responsive. All questions regarding the subcontracting goal must be directed to the Agency/University Veteran Small Business Liaison prior to submission of proposals.

Does this solicitation contain a Veteran Small Business goal?  Yes  No



## STATE OF ILLINOIS INSTRUCTIONS AND GENERAL INFORMATION

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If yes, then the Veteran Small Business goal is: [Click here to enter text](#)

Veteran Small Business Liaison: [Click here to enter text](#)

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

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

Vendors who submit bids for State contracts shall not be given a period after the Bid opening date to cure deficiencies in the Utilization Plan and the Letter of Intent, unless mandated by federal law or regulation. Businesses included on Utilization Plans as meeting Veteran Owned Small Business (VOSB) and Service Disabled Veteran Owned Small Business (SDVOSB) requirements as prime vendors or subcontractors must be certified by CMS as VOSB or SDVOSB vendors prior to bid opening date. Go to <http://www2.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx> for complete requirements for VOSB or SDVOSB certification.

**-END OF INSTRUCTIONS-**

## SECTION 2. OFFER TO THE STATE OF ILLINOIS

Project Title / Reference #: IPB Ref #22034267, Energy Lease Financing Opportunity, Agency Ref #15-0002

The undersigned authorized representative of the identified bidder hereby submits this Offer to perform in full compliance with the subject solicitation. By completing and signing this form, Bidder makes an Offer to the State of Illinois that the State may accept.

Use this Form as a final check to ensure that all required documents are completed and included with the bid. Bidder must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. Bidder understands that failure to meet all requirements is cause for disqualification.

### B.1 SOLICITATION AND CONTRACT REVIEW

Bidder has reviewed the Solicitation and Contract, including all referenced documents and instructions, filled in all relevant blanks, and provided any requested information.

Yes  No

### B.2 ADDENDA

Bidder has taken into account any and all addendums to the solicitation in making this bid.

Yes  No  N/A

### B.3 VENDOR CONFERENCE

Bidder attended the Vendor Conference if attendance was mandatory.

Yes  No  N/A

### B.4 BID SUBMISSION

Bidder has packaged the bid in a properly labeled container, addressed to the correct location, and allowed enough time for delivery by the due date and time.

Yes  No

**B.5 FORMS A SECTION or FORMS B SECTION:** Bidder is properly submitting either FORMS A or FORMS B, but not both.

Yes  No

### B.6 BOND

Bidder has submitted its Bid Bond or Performance Bond.

Yes  No  N/A

### B.7 SMALL BUSINESS SET-ASIDE

Bidder has registered and been qualified as a small business in the Small Business Set-Aside Program at the time bids are due.

**STATE OF ILLINOIS**  
**OFFER TO THE STATE OF ILLINOIS**

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Yes  No  N/A

**B.8 PACKET 1 – CONTRACT**

Yes  No

B.8.1 Disclosure of Subcontractors

Yes  No  N/A

**B.9 PACKET 2 – OFFER**

Yes  No

B.9.1 Offer

Yes  No

B.9.2 Exceptions to Solicitation Contract Terms and Conditions

Yes  No  N/A

B.9.3 References

Yes  No  N/A

**B.10 PACKET 3 – FORMS A**

Yes  No

B.10.1 Business and Directory Information

Yes  No

B.10.2 Illinois Department of Human Rights Public Contracts Number

Yes  No

B.10.3 Standard Certifications

Yes  No

B.10.4 Disclosure of Business Operations in Iran

Yes  No

B.10.5 Financial Disclosures and Conflicts of Interest

Yes  No

B.10.6 Taxpayer Identification Number

Yes  No

**B.11 PACKET 3 – FORMS B**

Yes  No

B.11.1 Illinois Procurement Gateway Registration #

Yes  No

B.11.2 Certifications Timely to this Solicitation

Yes  No

B.11.3 Disclosure of Lobbyists and Contracts

Yes  No

**B.12 PACKET 4 – BEP UTILIZATION PLAN**

B.12.1 Does this solicitation contain a BEP goal?

Yes  No

B.12.2 Minorities, Females, Persons with Disabilities Participation and Utilization Plan

Yes  No  N/A

**B.13 PACKET 5 – VSB UTILIZATION PLAN**

**STATE OF ILLINOIS**  
**OFFER TO THE STATE OF ILLINOIS**

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- B.13.1 Does this solicitation contain a VSB goal?  Yes  No
- B.13.2 Veteran Small Business Participation and Utilization Plan  Yes  No  N/A

**B.14 CONTRACT SIGNATURE**

Bidder has signed and filled out all Vendor information on the CONTRACT SIGNATURES page.

Yes  No

**B.15 SUBCONTRACTING**

Bidder has indicated if subcontractors will be used and provided all requested information.

Yes  No  N/A

**B.16 LOCATION OF PERFORMANCE**

Bidder has provided the location and known or anticipated value of services to be performed.

Yes  No

**B.17 REFERENCES**

Bidder has enclosed references and all pertinent contact information for the references.

Yes  No  N/A

**B.18 PRICING**

Bidder has completed the PRICING part of the CONTRACT.

Yes  No

**B.19 EXCEPTIONS**

In preparing the bid, Bidder has taken (check one box below):

No Exceptions

Exceptions to the State's language or requirements; Exceptions must be provided on the State's form (SECTION 3, part C.1) or must be in a substantially similar format. The State discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Vendor's bid.

**B.20 REQUEST FOR CONFIDENTIAL TREATMENT**

Bidder has supplied an additional copy of the bid with confidential information deleted. In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the State

**STATE OF ILLINOIS**  
**OFFER TO THE STATE OF ILLINOIS**

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harmless for any costs or damages arising out of the State agreeing to withhold the materials based on Vendor's request.

No, Bidder is not requesting confidential treatment for this bid

Yes, Bidder is seeking confidential treatment for portions of this bid

**B.21 PREFERENCES**

The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois.

Does Bidder make any claims for preferences? If so, please mark the applicable preference(s) and include the list of items that qualify for the preference at the end of this section and a description of why the preference applies. The State reserves the right to determine whether the preference indicated applies to Bidder.

Resident Bidder (30 ILCS 500/45-10)

Recycled Materials (30 ILCS 500/45-20)

Recycled Paper (30 ILCS 500/45-25)

Environmentally Preferable Supplies (30 ILCS 500/45-26)

Illinois Correctional Industries (30 ILCS 500/45-30)

Sheltered Workshops for the Severely Handicapped (30 ILCS 500/45-35)

Gas Mileage (30 ILCS 500/45-40)

Small Businesses (30 ILCS 500/45-45)

Illinois Agricultural Products (30 ILCS 500/45-50)

Corn-Based Plastics (30 ILCS 500/45-55)

Disabled Veterans (30 ILCS 500/45-57)

Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-60)

Public Purchases in Other State (30 ILCS 520)

Illinois Mined Coal Act (30 ILCS 555)

Steel Products Procurement (30 ILCS 565)

Veteran's Preference (330 ILCS 55)

Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575)

Procurement of Domestic Products (30 ILCS 517)

Bio-based Products (30 ILCS 500/45-75)

Items that Qualify and Explanation: [Click here to enter text](#)

**STATE OF ILLINOIS**  
**OFFER TO THE STATE OF ILLINOIS**

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Signature of Authorized Representative:

\_\_\_\_\_

Printed Name of Authorized Representative:

\_\_\_\_\_

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

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

**STATE OF ILLINOIS**  
**EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS**

**SECTION 3.**

**C.1 EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS**

[Click here to enter text](#) agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor’s exceptions accepted by the State thereto as set forth below.
	<b>STANDARD TERMS AND CONDITIONS</b>
<b>Section/ Subsection #</b>	State the exception such as “add,” “replace,” and/or “delete.”
	<b>ADDITIONAL VENDOR TERMS AND CONDITIONS</b>
<b>New Provision(s), # et. seq.</b>	<b>Section/Subsection New Number, Title of New Subsection:</b> State the new additional term or condition.

[Click here to enter text](#) hereby agrees to the exceptions provided by [Click here to enter text](#) and to the Additional Terms and Conditions provided by [Click here to enter text](#).

Agreed: <a href="#">Click here to enter text</a>	Agreed: <a href="#">Click here to enter text</a>
By: <a href="#">Click here to enter text</a>	By: <a href="#">Click here to enter text</a>
Signed:	Signed:
Position: <a href="#">Click here to enter text</a>	Position: <a href="#">Click here to enter text</a>
Date: <a href="#">Click here to enter text</a>	Date:

# STATE OF ILLINOIS

## REFERENCES

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### C.2 REFERENCES

Provide references from established firms or government agencies ([Click here to enter text.](#)) other than the procuring agency/university that can attest to Vendor's experience and ability to perform the contract that is the subject of this solicitation.

1. Firm/Government Agency/University (name): [Click here to enter text.](#)

Contact Person (name, address, phone, and email address): [Click here to enter text.](#)

Date of Supplies/Services Provided: [Click here to enter text.](#)

Type of Supplies/Services Provided: [Click here to enter text.](#)

2. Firm/Government Agency/University (name): [Click here to enter text.](#)

Contact Person (name, address, and phone): [Click here to enter text.](#)

Date of Supplies/Services Provided: [Click here to enter text.](#)

Type of Supplies/Services Provided: [Click here to enter text.](#)

3. Firm/Government Agency/University (name): [Click here to enter text.](#)

Contact Person (name, address, and phone): [Click here to enter text.](#)

Date of Supplies/Services Provided: [Click here to enter text.](#)

Type of Supplies/Services Provided: [Click here to enter text.](#)

4. Firm/Government Agency/University (name): [Click here to enter text.](#)

Contact Person (name, address, and phone): [Click here to enter text.](#)

Date of Supplies/Services Provided: [Click here to enter text.](#)

Type of Supplies/Services Provided: [Click here to enter text.](#)

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

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



**STATE OF ILLINOIS**  
**CONTRACT**  
**Illinois Finance Authority**  
**Energy Lease Financing Opportunity**  
**IPB Reference #22034267**  
**Agency Reference #15-0002**

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

- Yes (IPG Certifications and Disclosures including FORMS B)
- No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – “FORMS B” (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

**STATE OF ILLINOIS**  
**CONTRACT**  
 Illinois Finance Authority  
 Energy Lease Financing Opportunity  
 IPB Reference #22034267  
 Agency Reference #15-0002

**VENDOR**

Vendor Name: <a href="#">Click here to enter text.</a>	Address: <a href="#">Click here to enter text.</a>
<b>Signature:</b>	Phone: <a href="#">Click here to enter text.</a>
Printed Name: <a href="#">Click here to enter text.</a>	Fax: <a href="#">Click here to enter text.</a>
Title: <a href="#">Click here to enter text.</a>	Email: <a href="#">Click here to enter text.</a>
Date:	

**STATE OF ILLINOIS**

Procuring Agency or University: <a href="#">Click here to enter text.</a>	Phone: <a href="#">Click here to enter text.</a>
Street Address: <a href="#">Click here to enter text.</a>	Fax: <a href="#">Click here to enter text.</a>
City, State ZIP: <a href="#">Click here to enter text.</a>	
<b>Official Signature:</b>	Date:
Printed Name: <a href="#">Click here to enter text.</a>	
Official's Title: <a href="#">Click here to enter text.</a>	
<b>Legal Signature:</b>	Date:
Legal Printed Name: <a href="#">Click here to enter text.</a>	
Legal's Title: <a href="#">Click here to enter text.</a>	
<b>Fiscal Signature:</b>	Date:
Fiscal's Printed Name: <a href="#">Click here to enter text.</a>	
Fiscal's Title: <a href="#">Click here to enter text.</a>	

**AGENCY/UNIVERSITY USE ONLY**

**NOT PART OF CONTRACTUAL PROVISIONS**

Agency or University Reference #		Project Title	
Contract #		Procurement Method (IFB, RFP, Small, etc):	
IPB Ref. #		IPB Publication Date:	Award Code:
Subcontractor Utilization? <input type="checkbox"/> Yes <input type="checkbox"/> No		Subcontractor Disclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source		Obligation #	
Small Business Set-Aside? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Minority Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No    Percentage			
Female-Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No    Percentage			
Persons With Disabilities Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No    Percentage			
Other Preferences?			

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**1. DESCRIPTION OF SUPPLIES AND SERVICES**

**1.1. GOAL:** To obtain a lease Agreement that complies with all Federal and State laws and that includes favorable terms that meet the needs of the Authority.

**1.2. SUPPLIES AND/OR SERVICES REQUIRED:**

**1.3.** The Authority desires financing through a tax-exempt and taxable Lease Agreement in order to establish documentation, terms and conditions for multiple draws over the expected multi-phase implementation of the ECMs. The Authority’s desired Lease Agreement terms are set forth below. Bidders who respond to this IFB, are required to submit with their bid a sample form of lease agreement with required terms and conditions in pre-approved language of the proposer. The State reserves the right to determine if the sample lease agreement meets its needs.

Lessee	Illinois Finance Authority, on behalf of the State of Illinois
Sub-Lessee	State of Illinois
Lease Authorization	\$10 million, plus a \$10 million equity contribution from the State
Escrow Draw Period	12 months
Maximum Lease Term	Up to maximum useful life per project, but not to exceed 10 years. See Exhibit 1 for anticipated projects and installation sites.
Estimated Lease Draw Amount	\$10 Million
Estimated Lease Closing Date	September 2014
Repayment Term	Semi-annual payments of principal and interest.  Maximum term 10 years for energy or water efficiency measures.  Within repayment term and defined interest rate, State shall be allowed to structure repayments within the savings expectations of the improvements. This may include non-level payments. Savings projections by project portfolio will be identified within the draw request.
Minimum / Maximum Draw Amount	Draw amount shall be determined by the State on a cash flow needed basis for expenditures made or anticipated with

	<p>respect to eligible improvements.</p> <p>Estimated draw amounts are \$1 – 9 million. See Exhibit 2 for a sample cash flow analysis.</p>
Draw Frequency	Draw frequency shall be determined by the State.
Draw Documentation	<p>Each draw request will include:</p> <ol style="list-style-type: none"> <li>1. Identification of installed equipment and labor</li> <li>2. Equipment purchase/installation total cost</li> <li>3. Site of installation, including taxable or tax-exempt as well as senior or subordinate lien capacity of site</li> <li>4. Disbursement instructions (either reimbursement to State, or direct payment to contractor)</li> </ol> <p>State (Sub-Lessee) representations and warranties as defined within the Master Lease</p>
Security	<ol style="list-style-type: none"> <li>1. Debt service subject to annual appropriation</li> <li>2. Lease obligations secured by equipment financed with senior or subordinate lien on installed site; as may be allowed by proposing lessor.</li> <li>3. Within U.S. Treasury code definition for qualification as tax-exempt, Authority shall have right to include site use for private purposes.</li> </ol> <p>Authority does not anticipate authorization of asset transfers for encumbered properties and reserves the right to fund such eligible improvements on such properties from other sources.</p>
Private Placement	Should the Lessor elect to sell or transfer the Lease Agreement, the State will not prohibit such sale. However, no additional credit information, credit rating, documentation, security or other transaction documents will be prepared or authorized by the State.

**1.4. MILESTONES AND DELIVERABLES:** To be determined by the Authority if needed.

**1.5. VENDOR / STAFF SPECIFICATIONS:** Previous experience with energy efficiency financings is preferred.

**1.6. TRANSPORTATION AND DELIVERY:** N/A

**1.7. SUBCONTRACTING**

Subcontractors are not allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has a total value of \$50,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. Attach additional sheets as necessary.

1.7.1. Will subcontractors be utilized?  Yes  No

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

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](#)

Amount to be paid: [Click here to enter text](#)

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

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

**All subcontracts must include the Standard Certifications and Financial Disclosures and Conflicts of Interest completed and signed by the subcontractor. If you are using a subcontractor(s) and are awarded a contract, you must provide to the State the Financial Disclosures and Conflicts of Interest for each subcontractor.**

1.7.2. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

**1.8. WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: [Click here to enter text](#)

Value of services performed at this location: [Click here to enter text](#)

- Location where services will be performed: [Click here to enter text](#)

Value of services performed at this location: [Click here to enter text:](#)

## 2. PRICING

### 2.1 FORMAT OF PRICING:

- 2.1.1 Vendor shall submit pricing in the format shown below, based on the information provided in Section 1.2 of this Contract.
- 2.1.2 Pricing shall be submitted in the following format: IFA will consider all the pricing information provided in evaluating your Offer to determine the lowest cost of financing to the State based on the spread to the 10 Year **Treasury Swap Rate** only. Vendor **must** include any related costs and assumptions involved in arriving at your lowest cost rate.

INDEX	TERM	SPREAD	ASSUMPTION(S)
10 YR TREASURY SWAP RATE	10 YR		

- 2.2 **TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is firm.
- 2.3 **MAXIMUM AMOUNT:** The total payments under this contract shall not exceed **N/A** without a formal change order. The maximum amount will be entered by the State prior to execution of the contract.
- 2.4 **EXPENSES ALLOWED:** Expenses are allowed and must be included in your above pricing.
- 2.5 **DISCOUNT:** The State may receive a 2 % discount for payment within 30 days of receipt of correct invoice. This discount will not be a factor in making the award.
- 2.6 **VENDOR'S PRICING:** Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 and 2.4 requires additional pages.
- 2.6.1 Vendor's Price for the Initial Term: [Click here to enter text](#)
- 2.6.2 Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.
- 2.6.2.1 Agency/University Formula for Determining Renewal Compensation: No renewals will be granted.
- 2.6.2.2 Vendor's Price for Renewal(s): N/A



### 3. TERM AND TERMINATION

**3.1 TERM OF THIS CONTRACT:** This contract has an initial term of 10 years. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

### 3.2 RENEWAL:

3.2.1. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

3.2.2. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

3.2.3. The State reserves the right to renew for a total of 0 years in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

**3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

**3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

3.4.1 The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

**3.5 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

## 4. STANDARD BUSINESS TERMS AND CONDITIONS

### 4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
- 4.1.6.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency/University:	Illinois Finance Authority
Attn:	Accounts Payable Department
Address:	180 N. Stetson, Suite 2555
City, State Zip	Chicago, IL 60601

- 4.2 ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted

attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under the contract infringing, misappropriating, or otherwise violating any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential or punitive damages.

- 4.11 INSURANCE:** Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign

immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).

- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
- 4.19 NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 4.20 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.21 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 4.22 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 4.23 SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

#### **4.24 WARRANTIES FOR SUPPLIES AND SERVICES:**

- 4.24.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 4.24.2. Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 4.24.3. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

#### **4.25 REPORTING, STATUS AND MONITORING SPECIFICATIONS:**

- 4.25.1. Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 4.25.2. By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. For the purposes of this section, qualified veteran is defined in 30 ILCS 500/45-67 and ex-offender is defined in 30 ILCS 500/45-70.

- 4.26 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.



## 5. STATE SUPPLEMENTAL PROVISIONS

Agency/University Definitions

[Click here to enter text.](#)

Required Federal Clauses, Certifications and Assurances

[Click here to enter text.](#)

Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

[Click here to enter text.](#)

Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.

[Click here to enter text.](#)

Agency/University Specific Terms and Conditions

[Click here to enter text.](#)

Other (describe)

[Click here to enter text.](#)