**Illinois Income Qualified Energy Efficiency Committee (LIEEAC)**

Request for Proposal (RFP): Education and Outreach Grants: RFP 22 – 01



Release Date**: Monday, November 14, 2022**

**Questions on RFP due** on **Wednesday, December 7, 2022** to [ILIQEECommittee@FutEE.biz](mailto:ILIQEECommittee@FutEE.biz)

Responses will be posted to Committee website at: www.iqadvisorycommittee.com

**Response Date:** **Thursday, January 12, 2023 5:00 CT**

Applicants are responsible for retaining an electronic delivery notice indicating time and e-mail location of submittal.

Proposals shall be submitted to: [ILIQEECommittee@FutEE.biz](mailto:ILIQEECommittee@FutEE.biz)

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1. **Overview of RFP of the IQ EE Committee Community Based Organizations (“CBOs”) Education and Outreach Grants**
2. Statutory Overview

This RFP is funded pursuant to the Climate and Equitable Jobs Act (CEJA)[[1]](#footnote-1), passed in 2021 by the Illinois General Assembly and signed into law by Governor Pritzker on September 21, 2021.

CEJA creates a committee known as the Illinois Income Qualified Energy Efficiency Committee (“IL IQ EE Committee” or “Committee”). The IQ EE Committee is referred to as the “LIEEAC” Committee in CEJA but will be referred to herein and in other documents as the “IQ EE Committee.” The purpose of the Committee is to:

*“directly inform the design, implementation, and evaluation of the low-income and public-housing energy efficiency programs.”*

The statute also references:

*“Emphasiz[ing] opportunities to bundle and coordinate delivery of low-income energy efficiency with other programs that serve low-income communities, such as the Illinois Solar for All Program and bill payment assistance programs.”*

Committee members who are qualifying CBOs, as described further below, are eligible to apply to receive grants for energy efficiency outreach and education.

1. Purpose

The purpose of the RFP is to award funds to community-based organizations to do energy efficiency outreach and education. The education and outreach shall include, but is not limited to:

* basic energy efficiency education,
* information about low-income energy efficiency programs, and
* information on the committee's purpose, structure, and activities.

*Examples of Eligible Energy Efficiency Outreach and Education*

may take many forms, and may include but is not limited to:

* Community meetings or events,
* One-on-one outreach to low-income community members,
* Approved content on a CBO’s website, and
* Social media outreach and education using approved content.

*Ineligible Energy Efficiency Education and Outreach*

“Mass-market” campaigns involving television and radio campaigns and/or newspaper advertisements will not be funded, unless the “mass-market” campaign is “earned media” – in other words, provided as a newsworthy event rather than through payments to media outlets. Payments to media outlets will not be funded.

c. Authority of the ICC

Per CEJA, the Illinois Commerce Commission (ICC) has oversight over the Committee, as follows:

*“The Illinois Commerce Commission shall oversee and have*

*relevant staff participate in the committee.”*

1. **Eligible Grant Recipients**

To be eligible for a grant, a prospective CBO must:

* + - 1. Be eligible for IQ EE Committee membership
      2. Apply to be a Committee member
      3. Be a CBO, as defined by CEJA

More information about each of these requirements is described below.

1. Committee Membership Eligibility

CEJA defines who is eligible for Committee membership, as follows:

*“The committee shall be comprised of the electric utilities subject to the requirements of this Section, the gas utilities subject to the requirements of Section 8-104 of this Act, the utilities' low-income energy efficiency implementation contractors, nonprofit organizations, community action agencies, advocacy groups, State and local governmental agencies, public-housing organizations, and representatives of community-based organizations, especially those living in or working with environmental justice communities and BIPOC communities.”*

Organizations who would like to be an IQ EE Committee Member to be considered for this grant cycle (2022) must agree to be active Committee members. Prospective applicants are encouraged to submit a Membership application no later than **Monday, December 5, 2022.** Committee membership applications can be found on the Committee website at: [www.iqadvisorycommittee.com](http://www.iqadvisorycommittee.com).

To learn more about the Committee, please consult the Committee website. Specific questions and comments about the Committee can be submitted through the “Contact” page on the Committee website.

1. Community-Based Organizations (CBOs)

CEJA defines CBOs as:

*“’Community-based organizations’ means an organization*

*that: (1) provides employment, skill development, or related*

*services to members of the community; (2) includes community*

*colleges, nonprofits, and local governments; (3) has at least*

*one main operating office in the community or region it*

*serves; and (4) demonstrates relationships with local*

*residents and other organizations serving the community.”*

Non-profit CBOs are required to register and remain in good standing with the Illinois Secretary of State as a non-profit corporation. Non-profit applicants shall also indicate on their membership application if they are 501(c)(3)-eligible non-profits.

Note that all CBO members of the IQ EE Committee are eligible to submit applications for education and outreach grants, including those who are selected by the Committee to be Leadership Team members. Committee members who do not qualify under CEJA as “CBOs” are not eligible to submit grants, including utility implementation contractors, unless the utility implementation contractor is also a CEJA-qualifying CBO.

1. **Funding**

The funding for the education and outreach grants is provided by ratepayers of Commonwealth Edison and Ameren Illinois. The amount of funding from each utility is based on the size of each utility’s energy efficiency portfolio. Bidders should note that the utilities are only providing the funding for the education and outreach grants, and do not have any decision-making or oversight authority over grantees, grant amounts, or work performed by the CBOs.

The funding for education and outreach grants for this RFP is as follows:

|  |  |
| --- | --- |
| Utility | Funding |
| ComEd | $388,000 |
| Ameren IL | $40,000 |

Grants to individual organizations will generally be between $5,000 and $25,000. If an organizations “footprint” or customers served spans both ComEd and Ameren IL’s service territory, then funding may come from both utilities.

Grant applications also may be submitted jointly by two or more organizations.

Additional grant funds will be available for education and outreach in 2023.

1. **Overview of the RFP**
2. Requirements for Energy Efficiency (EE) Outreach and Education

* Outreach Regarding Information About Low-Income Energy Efficiency Programs: If CBOs are providing information about low-income energy efficiency programs, they should offer target customers referrals to both utility and state/federal funded energy efficiency programs for which the customer is eligible and may also refer customers to bill assistance and solar programs.
* Energy Efficiency Education: CBOs will be encouraged to use existing energy education materials provided by the IQ Facilitation Team. If a CBO does not want to use existing energy efficiency information, the CBO shall describe why new material needs to be developed to better meet the needs of their communities. If new materials are developed for energy education, CBOs will be solely responsible for ensuring that all energy claims, including claims about savings, health, safety and performance, are correct. In addition, each CBO must ensure claims in any materials they develop are fully consistent with state and federal requirements.
* Target Customers: CBOs may target specific customers for education and outreach efforts, such as youth, seniors or people with disabilities. Education and outreach efforts must target customers who are “low-income” – meaning customers who are at or below 80% of the area median income. CBOs are not required to verify the income of customer’s served by the outreach and education efforts, but shall propose how the outreach and education efforts will target low-income customers.
* Target Geographic Locations: CBOs are not limited to providing outreach and education to geographic areas that are environmental justice communities and/or predominantly BIPOC communities. However, CBOs shall state what geographic area(s) they plan to serve, and whether such areas are predominantly BIPOC and/or environmental justice communities.
* Materials Preparation: CBOs shall not independently develop materials describing utility and/or non-utility funded programs such as the Low-Income Home Energy Assistance Program (LIHEAP) and/or the Illinois Home Weatherization Assistance Program (IHWAP), but instead should refer target customers to existing program information developed by the program, such as existing program handouts, websites, etc.
* Representations: CBOs may not represent themselves as agents or contractors for energy efficiency program offerings unless they are administering and/or implementing the program that is the subject of the education and outreach.
* Subcontracting: Other organizations, including for-profit firms, may be used to provide discrete products and services in support of the outreach and education (i.e. physical production of materials) but may make up no more than 10% of the budget. Organizations may contract with individuals to implement outreach efforts when there is a compelling reason to do so, which should be explained within the proposal (e.g., the contracted organization does not have any paid staff, or is seeking to employ members of traditionally underserved communities, such as partnering with a workforce development program facilitating employment of people who were formerly incarcerated). If contracting with for-profit firms, CBOs are encouraged to use local firms who serve the target communit(ies).
* Metrics: CBOs shall include at least one metric that can be used to measure outcomes of the outreach and education for each education and outreach effort. A metric might be number of customers served.
* Data Collection: CBOs shall collect and report data on the number, location and demographics of target customers reached for each education and outreach effort.

Any information the CBO collects about specific customers reached must be securely stored by the CBO and produced if requested by the ICC and/or its Staff, or an evaluator or auditor designated by the ICC. For information retained by the CBO in “hard copy,” customer information must be stored in locked file cabinets in locked rooms with limited access. All customer information stored electronically must be encrypted and may only be transferred outside the CBO using password-protection and encryption.

In addition, the CBO acknowledges and will communicate to their customers that any work, including data collection, is not being done for or on behalf of the utilities.

If a bidder intends to perform work for a utility, they will need to enter into a separate agreement with the utility

Customers of the grantees whose information may be sent to the ICC and/or its Staff, or an evaluator or auditor designated by the ICC, need to be aware that the grantee is not acting on behalf of the utilities.

COVID-19: Each CBO must comply with then-prevailing COVID-19 requirements established by Illinois and local governments during any outreach events. If proposed outreach and education need to be modified due to COVID-19 restrictions, the CBO will work with the contracting party to modify the scope of work.

1. Community-Based Organizations – Required Qualifications

Eligibility Requirements: CBOs must meet the following additional requirements:

* + 1. Non-Profit CBOs: For CBOs that are non-profits, they must be registered as a non-profit organization with the Illinois Secretary of State, in good standing, and not be trade or political non-profits.
    2. Prior Successful Outreach and Education Experience: Demonstrated ability to provide outreach, education, training, or program delivery for energy-related programs or service.
    3. References: Two organizational and two community references (total of four) from organizations and individuals who are familiar with the CBO’s programs and/or prior successful Outreach and Education campaigns.
    4. Organizational Capability: CBOs shall describe existing organizational activities generally, and those that can be used to leverage the energy efficiency outreach and education activities proposed in response to the RFP.
    5. Financial Viability: Demonstrate financial viability, including existing and recent funding levels, and organizational capabilities to design and deliver the proposed outreach and educational campaign. Financial viability also means demonstrating that the applicant CBO can assume and carry costs associated with the education and outreach campaign, including staff and expenses, throughout the invoicing and payment processes – grants will not be “pre-paid.”
    6. Grants for Committee Leadership Team Members: Leadership Team Member Organizations are eligible to apply for education and outreach grants.

1. Community-Based Organizations: Desired Qualifications
   * 1. Ability to Leverage: Ability to leverage CBO’s other activities to promote energy efficiency outreach and education. Applicants are encouraged to leverage resources and existing capabilities.

1. Requirements for CBO Grant Recipients
   * 1. Executed Contract/CBO Agreement: CBO grant recipients must execute a contract with Future Energy Enterprises, LLC (FutEE or "Contract Administrator"), consistent with the “General Terms” contained in Appendix IV and based on mutual agreement upon “Scope of Work” containing goals, deliverables, due dates and at least one metric that can be used to measure outcomes of the outreach and education for each education and outreach effort.
     2. Attend One On-Boarding Session: Prior to starting work, selected CBOs must attend one on-boarding session. Further details about the onboarding session will be sent to successful applicants.
     3. Approval of all Outreach Materials: Obtain approval of all adapted or newly-developed outreach materials (slides, brochures, T-shirts, etc.) that are used for outreach and educational purposes. CBO grant recipients shall not develop program materials for any existing low-income programs, but shall provide customers with information developed and approved for the applicable low-income program(s) and/or direct customers to websites or other sources to learn about and sign up for relevant programs. CBO grant recipients may not use either the utility or ICC name or logo on any outreach materials. The Contract Administrator (as defined in Appendix IV: Agreement) will seek to work with the utilities, low-income Program Implementers, and State of Illinois low-income program (including LIHEAP and IHWAP) representatives to secure materials that can be used by successful grant recipients, including general education and outreach materials.
     4. Monthly Invoicing/Reporting/Final Report: CBO grant recipients must complete and submit monthly invoicing in the form and schedule required by the utilities, which may change from time-to-time. Payments will be made to CBO grant recipients after FutEE, LLC receives funds from the utilities. Recipients will be required to show sufficient progress towards producing deliverables in monthly reports. Recipients will be required to provide a final report to the Contract Administrator describing the outreach and education campaign, successes and challenges, achievements relative to metrics, and final budget expenditures.
     5. Meetings: CBO grant recipients shall be required to attend, in person or via teleconference, a kick-off meeting, monthly meetings and ad hoc meetings, as needed, with FutEE, LLC. CBO grant recipients may also be required to attend one or more meetings with other grant recipients to share challenges, successes, and “lessons learned.”
     6. No Representations: CBO grant recipients may not use the name, logo or make representations that they are agents of the funding utilities, the ICC, or the LIHEAP or IHWAP programs.
     7. Data Tracking - Collecting Customer Information: CBO grant recipients will be required to track the number of customers served and location of customers served, including whether customers are in predominantly BIPOC and/or environmental justice communities. If CBO grant recipients collect customer confidential information, such as name, address, e-mails, or phone numbers, it is the CBO’s sole responsibility to store such information in a secure physical location and encrypted on any electric storage devices, including computers, iPads and/or cell phones. CBO grant recipients shall restrict access to customer confidential information to those who are within the organization, and only on a “need-to-know” basis to accomplish the objectives of the outreach and education campaign. Any customer information collected may only be used for the purposes of the outreach and education campaign. CBO grant recipients may not collect any information from customers other than name, address, basic contact information (phone and/or e-mail) and BIPOC status of the customers served. Customers who allow their information to be collected in connection with the grants should be informed that such information collection is not being done on behalf of a utility, and that at no time will the utility receive their data in connection with any activities performed with the grant funds. Furthermore, customers who allow their information to be collected shall be informed that the organization collecting the information will not share the information with any other entities, other than the ICC and/or its designees, nor use the information collected for any other purposes other than the specific education and outreach campaign absent their signed, written consent.

Under no circumstances may CBOs collect credit card information, health status, etc. CBO grant recipients may be required to provide customer information to the ICC and/or its designees upon request but must do so in a way that is fully encrypted and password-protected.

* + 1. Data Tracking - Metrics: CBO grant recipients will be required to propose a data collection plan to collect data to demonstrate how they have accomplished the agreed-upon education and outreach metrics, then collect and report on the data. Details of the data collection plan will be worked out through the Scope of Work negotiations.

1. Evaluation Criteria and Process

Applicants who submit complete and qualifying responses may be asked to provide additional project detail, more in-depth responses to a representative of FutEE, LLC (the Contract Administrator) for the purpose of negotiating potential scopes and costs of services proposed in their responses.

Proposals will be evaluated as follows:

Threshold Criteria

1. Is the organization an eligible organization?
2. Is the proposal consistent with the purpose of the education and outreach grants?
3. Is the proposal complete and sufficiently detailed?
4. Was the proposal submitted correctly and on-time?
5. Does the organization demonstrate sufficient capacity, financial viability and prior experience to perform under the grant?
6. Is the proposal likely to be successful?

Proposals that do not meet the threshold criteria will not be further evaluated.

Evaluation Criteria

Proposals will be evaluated using the following criteria:

1. Strength of the Proposed Education and Outreach campaign
   * Is the campaign likely to achieve its intended goals/metrics?
2. Reach of the Proposed Education and Outreach campaign
   * How many customers is the campaign expected to reach?
3. CBO Prior Experience
   * Experience of the CBO in successfully delivering education and outreach campaigns. Prior experience is not limited to energy efficiency education and outreach campaigns.
4. Cost-Efficiency of the Proposal
   * Is the proposal reasonably priced relative to the number of target customers and the scope of the campaign?
5. Creativity of the Proposal
   * Does the proposal have any creative elements in how it will reach target customers and/or provide outreach and education?

Grant Selection Committee

The grant selection committee may include Committee Members. They may not have submitted a grant in response to this RFP.

The final grant recommendations by the selection committee will be reviewed and approved by the ICC and funding utilities in their capacity of disbursing ratepayer funds and general budget oversight of the Committee.

Final Selection of Proposals: Balancing Considerations

Proposals meeting RFP requirements will be ranked in order by score; however, the grant selection committee members reserve the right to select proposals outside of scoring rank order to accomplish any or all of the following:

* + - Geographic diversity
    - Diversity across BIPOC target customers
    - Diversity of low-income customer types, such as seniors, children, and people with disabilities
    - Sufficient coverage across Illinois’ environmental justice communities
    - Sufficient diversity in approaches to outreach and education, including customer targeting and engagement strategies

1. Contract/CBO Agreement

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

The ICC and Contract Administrator reserve the right to modify the terms and conditions of, or terminate, this RFP in whole or in part at any time, including changing the total amount of funding awarded in this round and/or individual grant amounts. The ICC and Contract Administrator’s receipt of proposals or other data, information, or documents at any stage of either this RFP or the negotiation process shall in no way obligate the ICC or Contract Administrator to enter into any legally binding or enforceable agreement of any kind.

The RFP is expected to result in awards of up to $428,000 under this RFP funding cycle (2022) for campaigns beginning early 2023, and ending no later than six months thereafter, unless a mutually agreed-upon extension is negotiated. The total amount of funds awarded under this RFP may change and will depend on the quality of the proposed projects, the geographic and demographic mix of proposed campaigns, and other programmatic considerations. Awards are expected to be between $5,000 and $25,000. Award amounts are also limited based on individual utility funding – funding from ComEd must be used to provide outreach and education in the ComEd service territory, and funding from Ameren IL must be used to provide outreach and education in the Ameren IL service territory.

All awards will result in a binding contract for that education and outreach will be executed between the lead organization and Future Energy Enterprises, LLC (“Contract Administrator”) as the contractual counterparty can be assigned. Payments for services rendered will generally be issued based on the time and materials or task based deliverables used to accomplish the scope of work tasks and sub-tasks up to a not-to-exceed amount based on the final negotiated award value. While actual payment cycles will be determined through a contract’s specific task structure, contracts will be structured to allow lead organizations to invoice on a monthly basis for work performed. Reimbursable expenses are subject to approval by the Contract Administrator, but the determination of all allowable expense categories and individual expenses is in the sole final determination of the ICC. A template of the contract is included in Appendix IV and will be used as a basis for all grant contracts executed pursuant to this RFP. Any organizations working as part of the campaign in addition to the primary applicant will be considered CBOs or vendors to the lead organization, with all CBO and vendor amounts submitted with no mark-up or fees. All expenses must be supported by receipts, also with no mark-up and fees.

Specific terms, conditions, or provisions of the CBO Agreement that cannot be agreed to by responding organizations should be explained in detail as part of the proposal; if so warranted, the ICC and/or Contract Administrator reserve the right to deny applicants unable to meet the terms of the CBO Agreement on that basis.

1. **RFP Submission Requirements**

**Responses should not exceed the maximum word counts included below for open ended questions and prompts.**

1. Name, title, and email address of proposal contact person

2. What geography (neighborhoods, towns, or areas) will be included in your campaign? Do you have local staff in these areas who will lead outreach efforts?

3. How will you identify customers and/or communities at or below the 80% area median income (AMI) requirement?

4. Do campaign staff/contractors reflect the demographics of the communities being served? Please provide a description of the demographics of the communities being served and the demographics of the proposed staff/contractors.

6. Will your campaign take place in an [environmental justice community?](https://elevate.maps.arcgis.com/apps/webappviewer/index.html?id=cfd020c99ed844668450c6b77eacb411)[[2]](#footnote-2) If yes, name or describe which community or communities and estimate the percentage of the campaign efforts/time that will take place therein.

7. Will your campaign target BIPOC customers?[[3]](#footnote-3)

8. What topic(s) will your campaign focus on? (e.g., information about low-income energy efficiency programs, basic energy efficiency education, information about the committee’s purpose, structure and activities *(250 words max)*

10. How does energy efficiency relate to the mission or vision of your organization and the other issues that you have been/are engaged in? *(500 words max)*

12. Please fill in this table with event types and the number of each type of education and outreach events your organization plans to hold and the expected number of people to be reached (e.g., conversations during canvassing, attendees at a community meeting). Included below the table are examples of a few types of various education and outreach events your organization might hold. This is not an exhaustive list. Use blank spaces to fill in other event types as necessary. Please indicate whether events are planned as virtual or in-person in the ‘Event Type’ column.

|  |  |  |
| --- | --- | --- |
| Event type | Number to be held | Estimated attendees/conversations held |
| *Example: Virtual Community Meeting* | *10* | *25 (per event)* |
| *In person Community Meeting at local community events* | *5* | *10 (per event)* |
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* **Community meeting (Virtual or In-Person):** Can be hosted by grantee organization or in conjunction with another organization, such as a school, church, block club, ward night or other community gathering.
* **One-on-one meeting:** A sit-down with a community member or community leader.
* **Social Media** **and/or Organization’s Website:** Posting approved information on social media and/or the organization’s website.

13. Will you be presenting at meetings that already have built-in audiences (e.g., ward night, block club meeting) or will you need to recruit attendees? If you will be responsible for recruiting attendees, how do you plan to do so? Please describe your success recruiting participants to similar events in the past and explore recruitment for both virtual and in-person events. *(500 words max)*

14. Is your audience primarily English-speaking? If not, what language and translation skills are necessary to ensure your campaign’s effectiveness and who on your team possesses those skills, or how do you otherwise plan to secure those services? (250 words max)

15. What organizations do you plan to partner with? Have you gained the organizations support in partnering on the grant? *(250 words max)*

16. Where will your campaign’s in-person events be held? For virtual events, what platforms will you use? *(200 words max)*

17. Who will be responsible for conducting outreach? Are they Staff? If not, how will your organization recruit them? Please provide examples of how your organization has effectively engaged the proposed target communities in the past. *(500 words max)*

18. Beyond those individuals mentioned in the previous question’s response, what other staff members will work on the campaign and in what capacity? *(300 words max)*

19. How has your organization built trust in the communit(ies) your campaign intends to serve? Why do members of the community(s) trust you? *(250 words max)*

20. What support, training, or new partnerships have you identified as necessary for the success of your campaign related to this RFP? *(500 words max)*

# **VI. RFP Submission Instructions**

All required information should be submitted electronically to no later than **Thursday, January 12, 2022 at 5:00 PM Central** to [ILIQEECommittee@FutEE.biz]. The submitted application shall be in a single file in a Microsoft Word document and PDF form. Applicants are responsible for submitting documents with the electronic “delivery receipt requested” indicating the date/time the RFP was successfully received. Responses submitted after Thursday, January 12 at 5:00 PM Central will not be accepted. Grant applicants should ensure they receive and save a time/date “return receipt” from their browser to demonstrate compliance with the due date. The Contract Administrator will confirm receipt of the proposals.

Proposals that do not include all required information outlined in this document may be disqualified if reasonable efforts are not made to remedy inadequacies or omissions following notification of the deficiency by the Contract Administrator.

# **Appendix I: Proposal Budget Information**

**Table 1: Tasks and Proposed Deliverables**

|  |  |
| --- | --- |
| **Task** | **Deliverables** |
| Task 1: Start-Up – Work Plan | Work Plan |
| Task 2: Education and Outreach Campaigns | Record of each campaign, including number of people served, location, demographics |
| Task 3: Invoicing/Monthly Reporting | Monthly invoicing |
| Task 4: Standing and “Ad Hoc” Meetings | As required |
| Task 5: Final Report | Final Report |

**Table 2: Budget by Task**

|  |  |  |  |
| --- | --- | --- | --- |
| Task | Number of Hours | Blended Rate | Total Budget by Task |
| Task 1: Start-Up |  |  |  |
| Task 2: Education and Outreach Campaigns |  |  |  |
| Task 3: Invoicing/Monthly Reporting |  |  |  |
| Task 4: Standing and “Ad Hoc” Meetings |  |  |  |
| Task 5: Final Report |  |  |  |
| Total Labor Budget |  |  |  |

Blended rate is estimated and may vary by tasks. Invoices will be based on labor rates of individual staff performing task.

**Table 3: Labor Rates**

|  |  |  |  |
| --- | --- | --- | --- |
| Staff Name | Title | Fully-Loaded Labor Rate | Describe Role On Project |
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The Labor rates shall include rates for staff and any CBO labor.

**Table 4: Expenses**

Identify expenses you seek to incur. All expenses must be reasonable, customary and allowable in the sole discretion of the ICC Staff. All expenses will also need to be compliant with the Reimbursement Guidelines that will be posted on the IQ EE Committee website. No mark-up is allowed on expenses. All expenses must be supported by a receipt and/or invoice. Mileage must be billed at the then-federally allowable mileage rate.

|  |  |
| --- | --- |
| Task | Expense Category Total (Not include Labor Time) |
| Travel (e.g. mileage reimbursement) |  |
| Material Reproduction Costs |  |
| Meeting Expenses  -Facilities (if required to rent a space)  -Food/beverages (no alcohol)  -Other |  |
| CBO |  |
| Other (Describe) |  |
| Total |  |

Total Budget: The Total Contract Budget shall be a not-to-exceed amount that is the sum of labor and expenses. The proposed Total Contract Budget Amount is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

# **Appendix II: Certifications**

To be considered responsive, the CBO must complete all certifications below:

1. **Certifications Regarding CBO Agreement**

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

If your proposal is selected, do you agree to contract with the Contract Administrator, Future Energy Enterprises, LLC, or assignee in accordance with the terms and conditions set forth in the form CBO Agreement, included as Appendix IV to this RFP, or any other terms and conditions proposed by the ICC and/or the Contract Administrator in their reasonable discretion?

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

Initial: \_\_\_\_\_

🞏 Bidder cannot agree to the terms of the form CBO Agreement and requests the modification(s) below. Modifications are at the discretion of the ICC and the Contract Administrator; if agreement on a proposed modification cannot be reached, negotiations may be terminated.

Initial: \_\_\_\_\_

If you object to any term or condition of the form CBO Agreement, detail those objections and proposed alternative(s) language for consideration using redlines. Objections shall be noted in “Comment” boxes contained on the form Agreement.

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

1. **Certifications Regarding Non-Profit Status**

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

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

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

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

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

1. **Payments**

Applicant agrees to provide the Contract Administrator with information needed to establish ACH payment using the template provided by the Contract Administrator. This includes bank account and routing information.

Initial: \_\_\_\_\_

Applicant agrees to submit all required documents for tax reporting to the IRS, including a W-9, in the form and manner established by the Contract Administrator.

Initial: \_\_\_\_

Applicant has sufficient financial resources and capability to carry project payments, including labor payments and all expenses, until applicant receives payments from the Contract Administrator. Payments for time and expenses may take up to sixty (60 days) from the date a CBO invoice is received depending on whether the invoice is accepted as submitted.

Initial: \_\_\_\_\_

# **Appendix III: Required Documentation**

#### Required Attachments

* Board Member List, including name and contact information. All Not-for-Profit registered with the Illinois Secretary of State must have at least three (3) Board Members.
* Current IRS designation letter for 501(c)(3) status, if any
* Most recent IRS Form 990, if any
* Illinois Secretary of State Certificate of Good Standing for Not-for-Profit Corporation status
* References – Name plus contact information
  1. Two organizations who are familiar with CBOs work in the community
  2. Two customers who have been served by the organization
* Bios or resumes of CBO Key Personnel, which includes:
  1. Executive Director
  2. Key Outreach and/or Education Staff

# **Appendix IV: COMMUNITY-BASED ORGANIZATION (“CBO”) AGREEMENT**

THIS AGREEMENT (this “Agreement”) is made and entered into as of the day of , 20 (the “Effective Date”), by and between , an Illinois Community-based Organization (“CBO”), as defined in the Climate and Equitable Jobs Act (Public Act 102-0662) and Future Energy Enterprises, LLC, an Illinois business (“Contract Administrator”).

WHEREAS, CBO is in the business of providing services to low-income community residents in their communities, including delivering outreach and education campaigns.

WHEREAS, Section 8-103B(c) of the Public Utilities Act (220 ILCS 5/8-103B(c)) ("Act") establishes a Low-Income Energy Efficiency Accountability Committee (the “Illinois Income Qualified Energy Efficiency Committee” which provides for grant funding to community-based organizations, as defined in Section 8-103 of the Public Utilities Act, for basic energy efficiency education, information about low-income energy efficiency programs, and information on the committee's purpose, structure, and activities (“Grants”).

WHEREAS, the grant funding is paid for by Illinois ratepayers, through contracts between the utilities and the Contract Administrator, and all payments to CBOs are contingent on Contract Administrator receiving payments from the respective utilities.

WHEREAS, CBO has the knowledge, financial viability, skill and capability to perform such services for Contract Administrator and desires to provide such services all on the terms and conditions set forth in this Agreement.

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

1. SCOPE OF WORK

CBO is hereby retained by Contract Administrator, and CBO agrees to provide the initial services set forth on the “Statement of Work” attached hereto as Exhibit B (the “Services”). Services shall be performed in accordance with the schedule set forth in Exhibit B.

CBO shall provide all the labor, equipment, and any and all other items required to perform the services set forth inthe, “Scope of Work” (the “Services” or “Scope of Work”).

The Services to be provided by CBO shall be under the direction of its Representative.

CBO shall prudently and reasonably carry out the Services with due diligence and efficiency, in a practical manner designed to promote the purposes of the Project and with due regard to the obligations of the Parties thereto.

2. PERIOD OF PERFORMANCE

The period of performance for this Contract shall be from [to fill in] through [to fille in].

3. NOTICES

Contract Administrator shall provide electronic mail notice of any termination or default provided for under this Contract to both ICC Administrator and Contract Administrator contacts, after consultation and majority support of the RSL,

Key contacts for ICC Staff, CBO and the funding Contract Administrator are below:

**ICC Staff**

**TBD**

527 East Capitol Avenue, Springfield, IL 62701

**Contract Administrator**

TBD - FutEE Staff

[ILIQEECommittee@FutEE.biz](mailto:ILIQEECommittee@FutEE.biz)

1. FEES AND PAYMENTS

CBO will invoice Contract Administrator monthly for labor and reimbursable costs as applicable based on the Hourly Rates set forth herein and the Scope of Work no later than the eighth (8th) calendar day of the month. Contract Administrator may request changes to the invoice format during the term of this contract. Contract Administrator will send CBO written notice of any changes to the invoice format thirty (30) days before the next invoice is due.

Each invoice shall sufficiently identify: (1) the reimbursable costs (time and expenses) charged to Contract Administrator for the month invoiced; (2) total reimbursable costs charged for the time period invoiced; and (3) the total amount of reimbursable costs invoiced for the Project during the applicable calendar year. Travel to and from the principal place of business shall be at one-half the hourly rate, and all travel expenses are reimbursable at cost with no mark-up. For car trips, costs shall be reimbursed at the then-applicable federal mileage rate. Invoices shall include sufficient documentation for Contract Administrator to verify the validity of such charges.

Invoices should also describe or categorize the work based on budgeted line items: labor, materials, stipends and grants. Invoices must also include:

* Billing address
* Unique invoice number
* Purchase or Contract order number
* Performance period of the invoiced work, which shall be the calendar month

1. Invoice Delivery

All invoices shall be submitted electronically to the following designated e-mail addresses for approval prior to submitting for payment:

**Contract Administrator**

[ILIQEEInvoices@FutEE.biz](mailto:ILIQEEInvoices@FutEE.biz)

1. Invoice Timing

All expenses will be billed at cost on a monthly basis. Invoices shall be submitted to the Contract Administrator within ten (10) days after the end of each month and no invoice submitted more than thirty (30) days after the end of the month shall be paid absent extenuating circumstances explained by CBO to the satisfaction of the Contract Administrator.

1. Invoice Review and Disputes

Contract Administrator shall have ten (10) business days to review all invoices, then both the funding Contract Administrator and ICC shall have an additional ten (10) business days to review all invoices submitted in accordance with the delivery requirements specified above. Any objection(s) to invoices submitted by CBO must be raised by Contract Administrator and/or the ICC within ten (10) business days following receipt. Subject to the provisions of Article 4, if the Contract Administrator, Contract Administrator or the ICC finds an error or other objectionable item on the invoice, the Contract Administrator shall promptly notify CBO thereof and CBO shall issue a corrected invoice within ten (10) business days. If the CBO disagrees with the ICC’s Staff’s or Contract Administrators objection, the Parties shall work together in good faith to resolve the dispute. This same review and dispute process shall apply to corrected invoices issued by CBO.

1. Invoice Payment

Once approved by the Contract Administrator and ICC Staff, the Contract Administrator will submit approved invoices to the Contract Administrator Accounts Payable for processing and payment. Once the Contractor receives payment from the funding Contract Administrator, Contract Administrator will transfer payment to the CBO within ten (10) Business Days.

1. Prohibited Expenses

Neither CBO nor the Contract Administrator shall offer, provide or authorize the payment of a prohibited expense. As used herein, a "prohibited expense" shall include but shall not be limited to

* Direct payment for alcoholic beverages; and
* Marketing of the Contract Administrator name which fails to relate to or reference either in writing, orally or visually, Energy Efficiency Program, products or services.

5. ILLINOIS COMMERCE COMMISSION AUTHORITY

A. Notwithstanding anything herein to the contrary or in any other agreement between the Parties, the ICC has the right:

1. To approve or reject this Contract, in whole or in part;
2. To approve or reject any invoices submitted by the CBO, in whole or in part.

6. INSURANCE

Before commencing Work under this Contract, CBO shall provide the Contract Administrator with Certificates of Insurance by a carrier rated at least A- VII by A.M. Best showing that the following minimum coverages are in effect. Except for Worker’s Compensation policies, the Certificates of Insurance shall name each Contract Administrator and its respective parents, affiliates and subsidiaries, the Illinois Commerce Commission (ICC) and its Staff and contractors as additional insureds for any liability arising out of or resulting, in any way, from the Services of CBO or its subcontractor on a primary and non-contributory basis and the policies shall include a severability of interest provision. All policies shall be non-cancellable without thirty (30) days prior written notice from the insurance carrier to the Contract Administrator.

Worker’s Compensation: With respect to all activities performed under this Contract, CBO shall carry, if applicable, workers’ compensation insurance in accordance with the laws of the State of Illinois and any other state in which it is performing the Services.

General Insurance: With respect to all activities performed under this Contract, CBO shall maintain commercial general liability written on an occurrence form with limits of not less than:

$1,000,000 Each Occurrence

$1,000,000 General Aggregate

Commercial general liability insurance shall cover liability arising from premises, operations, independent CBOs, and personal and injury, and liability assumed under an insured contract.

Automotive Liability: CBO shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with this Contract. Limits of coverage shall be in the amount required by any applicable state law.

The Contract Administrator make no warranty that the coverages and limits listed herein are adequate to cover and protect the interests of CBO for CBO’s operations. These are solely minimums that have been set to protect the interests of the Utilities.

None of Contract Administrator’s insurance coverage shall apply to CBO.

7. REPRESENTATIONS

CBO represents that it provides education and outreach to low-income communities and furthermore that it shall provide education and outreach services:

1. In accordance with all applicable federal, state, and local laws and regulations;
2. In accordance with generally accepted industry principles and practices;
3. In a manner that does not infringe any patent, copyright, trade secret right, trademark right, or any other intellectual property right or proprietary right of any third party.
4. That it shall not claim it is a contractor, representative and/or agent of the funding utility and/or the ICC.

CBO further represents that there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Services or Contract Administrator’s, the ICC’s and/or funding utilities rights hereunder.

8. SETTLEMENT OF DISPUTES

Any disputes or differences arising out of this Contract that cannot be amicably settled between two or more Parties and that are not subject to the jurisdiction of the ICC shall be formally settled under the Rules of Conciliation and Arbitration of the American Arbitration Association (“AAA”) by three (3) arbitrators appointed in accordance with said Rules. The arbitration shall take place in Chicago, Illinois. The Parties acknowledge that the subject of this Contract is a transaction involving interstate commerce, and that this Article is enforceable under, and shall be governed and construed in accordance with, United States federal law, including, without limitation, the Federal Arbitration Act, 9 U.S.C. 1 et seq.

Each Party to the dispute shall, within thirty (30) days of a party giving written notice of its intention to proceed to arbitration, select an arbiter. Those two (2) arbiters shall, within a further period of thirty (30) days, agree upon a third arbiter. If either Party to the dispute fails to appoint an arbiter, or if the arbiters appointed by the two (2) parties fail to agree upon a third arbiter, within the periods specified herein, such appointment shall be made by the AAA. The arbiters are not authorized to decide any dispute *ex aequo et bono* and shall strictly apply the terms of the Contract and the governing law. The decision of a majority of the arbiters shall prevail, shall be in writing, and shall be consistent with those express provisions of this Contract which limit liability, damages, and other remedies. Each party to the dispute shall pay its own attorney’s fees and other costs incurred by it in connection with the arbitration, except that the arbitration fee shall be split between the parties to the dispute. The decision of the arbiters shall be final and binding on the Parties to the dispute and their successors and may be enforced in any competent court having jurisdiction.

The outcome of any particular arbitration shall not create any additional duties or obligations of any Contract Administrator that was not a party to the dispute or CBO, if CBO was not a party to the dispute that was arbitrated.

In case of any dispute and unless this Contract has been terminated by the ICC or CBO pursuant to its terms, CBO shall continue to diligently perform the Services and maintain progress toward the successful and timely completion of the Project, and each Contract Administrator shall continue to make payments to CBO for those portions of the Services completed that are not the subject of dispute in accordance with this Contract.

9. INDEMNIFICATION

CBO shall defend, indemnify and hold Contract Administrator, funding Utilities and the ICC harmless against any injury, death, loss, suit, or claim, including but not limited to damages, judgments, fees, expenses and attorneys’ fees to the extent arising from (i) CBO’s violation of the representations contained in Section 6 hereof; (ii) any liability or loss resulting from CBO’s failure to pay any taxes or fees imposed upon it by any government under this Contract; or (iii) any negligent action or omission or willful misconduct on the part of CBO in connection with this Contract.

10. GOVERNING LAW

The interpretation of the terms and conditions of this Contract shall be governed by the laws of the State of Illinois without regard to principles of conflicts of laws.

11. DEFAULT TERMINATION

Any Party may terminate this Contract with cause in whole or in part in the event that another Party fails to perform in accordance with the terms and conditions of this Contract and fails to cure such default within a reasonable time upon written demand.

Contract Administrator, only after approval of the ICC and only after consult and concurrence with the RSL, may also terminate the Contract with cause in whole or in part in the event CBO fails to maintain the progress of the work so as to jeopardize the successful and timely completion of the Project. In such event, CBO shall cease such Services with two (2) days’ notice upon Contract Administrator’s demand.

In the event of termination pursuant to this Article 11, CBO shall perform such additional work as is necessary for the orderly filing of documents and closing of the Services. Such work shall only pertain to the actual Services and does not include any preparing final invoices. CBO shall only be compensated for all undisputed portions of the completed portion of the work actually performed prior to the effective date of termination, plus the work required for filing and closing. CBO shall turn over to ICC Staff all work completed to date; all related documents; and all other information gathered under this Contract.

In the event that the Contract Administrator issues a notice of termination or notice of default of the contract consistent with the terms in Articles 11 and 12 herein, the issuer of the notice shall contemporaneously provide a copy of such notice to ICC Staff.

12. TERMINATION FOR CONVENIENCE

Notwithstanding any other provision of this Contract, either the CBO or the Contract Administrator, after notice to ICC Staff, may terminate this Contract without cause by giving thirty (30) days advance written notice thereof to CBO and Contract Administrator and ICC Staff.

Upon termination of this Contract pursuant to this Article 12, CBO shall have no further obligation to provide the Services to Contract Administrator under this Contract and, except for payment of fees to CBO for services rendered prior to the date of termination, Contract Administrator shall have no further obligation to pay CBO.

In the event of termination pursuant to this Article 12, CBO shall perform such additional work as is necessary for the orderly filing of documents and closing of the Services. CBO shall turn over to Contract Administrator all work completed to date; all related documents; and all other information gathered under this Contract. CBO shall render a final bill for services to Contract Administrator within thirty (30) days from the later of the date of termination or the completion of such additional work, and Contract Administrator shall pay that approved bill within thirty (30) days of receipt of the final bill.

13. CONFIDENTIALITY OF DATA, INFORMATION, AND DOCUMENTS

Not applicable.

14. OWNERSHIP OF DATA, INFORMATION, AND DOCUMENTS

All reports, studies, plans, specifications, data, and other information developed, written or prepared, by CBO pursuant to this Contract, shall be delivered to the Contractor Administrator and Director of the ICC Policy Division, or his or her designee, and become the property of the ICC.

CBO shall not use the ICC’s, Contract Administrator’s and funding utilities’ logo, or the service mark and any related logo, without the parties’ prior written consent.

15. MAINTENANCE OF RECORDS

CBO shall keep, maintain, and preserve at its principal office throughout the term of the Contract and for a period of three (3) years after the end of the Contract full and detailed books, accounts, and records pertaining to the performance of the Contract.

16. SEVERABILITY

If any term or provision of this Contract shall be held to be invalid or unenforceable, the remaining terms and provisions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

17. NONWAIVER

The failure of Contract Administrator to enforce any one or more of the provisions of this Contract shall not be construed to be a waiver thereof, nor shall such failure affect the validity of the Contract, CBO’s obligations hereunder or the right of Contract Administrator to enforce any provision of the Contract.

18. COUNTERPARTS

The Contract may be executed in several counterparts by the Parties and when so executed shall be considered fully executed to the same extent as if all Parties had signed the original document. Facsimile execution is authorized.

19. ENTIRE AGREEMENT

This Contract, including Attachment A and any appendices, constitutes the entire agreement between CBO and the Contract Administrator and supersedes all prior communications, representations, agreements, and understandings, whether oral or written, made by either of them concerning the subject hereof.

20. CONTRACT AMENDMENTS

This Contract may not be modified or amended except by written instrument approved by the ICC Executive Director, after the Contract Administrator’s ten (10) day review and agreement, which shall not be unreasonably withheld, and duly executed by an authorized officer or employee of the party to be bound, with respect to contract duration, the applicable Hourly Rates, substantive changes to the Attachment A Scope of Work, the Budgeted Amount, or the Budgeted Amount allocation by Contract Administrator. Modifications to the work and deliverable schedule set forth in Attachment A Scope of Work may be made? with Agreement from ICC Staff and via written document signed by an authorized officer or employee of CBO and Contract Administrator.

This Contract may only be modified through a written Contract change order, signed by both parties after review by ICC Staff.

1. Public Act 102-0662. Section 8-103(B)(c) of the Public Utilities Act (220 ILCS 5/8-103(c)) describes grants. [↑](#footnote-ref-1)
2. Environmental Justice Communities are as defined in the Illinois Solar for All (ILSFA) Program administered by the Illinois Power Agency. The IPA and the Illinois Solar for All implementer identified Environmental Justice Communities using the United State Environmental Protection Agencies Tool EJ Screen. EJ Screen is used to identify a higher risk of exposure to pollution-based environmental and socioeconomic factors. The list of current Environmental Justice Communities is available at: <https://www.illinoissfa.com/environmental-justice-communities>.

   “Environmental Justice Communities” as defined by the Illinois Power Agency include sections of East St. Louis, Normal, Bloomington, Decatur, Champaign and Danville, Peoria, Joliet, Aurora, Bolingbrook, Rockford, Waukegan and Chicago. [↑](#footnote-ref-2)
3. “BIPOC” or “Black, indigenous and people of color” means people who are members of the groups described in subparagraphs (a) through (e) of paragraph (A) of subsection (1) of Section 2 of the Business Enterprise for Minorities, Woman and Persons with Disabilities Act (30 ILCS 575/0.01). As defined, BIPOC refers to citizens or lawful permanent residents of the US who is any of the following:

   (a) American Indian or Alaskan Native,

   (b) Asian (a person having origins in any of the original peoples of the Far East, Southeast Asia or the Indian Subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam),

   (c) Black or African American (a person having origins in any of the black racial groups of Africa),

   (d) Hispanic or Latino (a person of Cuban, Mexican, Puerto Rican, South or Central American or other Spanish culture or original, regardless of race), and

   (e) Native Hawaiian or other Pacific Islander (a person having origins in any of the original peoples of Hawaii, Guam, Samoa or other Pacific Islands).

   NOTE: The above section is scheduled to be repealed on June 30, 2024. [↑](#footnote-ref-3)