



OFFICE OF WILL COUNTY EXECUTIVE
LAWRENCE M. WALSH

Will County Office Building – 302 N Chicago Street – Joliet, Illinois 60432

Kevin Lynn
Purchasing Director

(815) 740-4712
Fax (815) 740-4604
klynn@willcountyillinois.com

February 10, 2020

To Whom It May Concern:

You are invited to submit your sealed bid for Program Administrator services in developing, launching, and operating a Commercial Property Assessed Clean Energy (C-PACE) program. The C-PACE Program must meet all requirements included in the Property Assessed Clean Energy Act, 50 ILCS 50/1 et seq. (PACE Act), which authorizes counties in Illinois to create and establish C-PACE Programs. Specifications are attached hereto and are considered part of the SEALED BID package.

Sealed bids will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago Street, Joliet, IL, 60432, **NOT LATER THAN 10:00 A.M., Friday, March 6, 2020.**

The County of Will reserves the right to accept or reject any or all bids received.

Should you have any questions regarding this bid, please submit them in writing to Kevin Lynn, Purchasing Director, at klynn@willcountyillinois.com.

We welcome your bid.

Sincerely,

Kevin Lynn

**ADVERTISEMENT OF BID
C-PACE PROGRAM ADMINISTRATOR
WILL COUNTY, ILLINOIS**

SEALED BIDS FOR THE PROGRAM ADMINISTRATOR TO PROVIDE SERVICES IN DEVELOPING, LAUNCHING, AND OPERATING A COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (C-PACE) PROGRAM WILL BE RECEIVED AT THE PURCHASING DEPARTMENT, 2ND FLOOR OF THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, UNTIL THE HOUR OF **10:00 A.M., FRIDAY, MARCH 6, 2020.**

SPECIFICATIONS AND CONDITIONS OF THE BID ARE AVAILABLE AT www.willcountyillinois.com, www.demandstar.com, AS WELL AS THE PURCHASING DEPARTMENT, 2ND FLOOR, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, (815) 740-4605 OR EMAIL purchasing@willcountyillinois.com.

THE TENDERING OF A BID SHALL BE CONSTRUED AS ACCEPTANCE OF THE SPECIFICATIONS. THE COUNTY OF WILL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS OR PROPOSALS RECEIVED.

BY ORDER OF THE WILL COUNTY EXECUTIVE, LAWRENCE M. WALSH.

**INSTRUCTIONS TO BIDDERS
C-PACE PROGRAM ADMINISTRATOR
VARIOUS WILL COUNTY BUILDINGS**

You are invited to submit your sealed bid for the C-PACE Program Administrator for Will County. The C-PACE Program must meet all requirements included in the Property Assessed Clean Energy Act, 50 ILCS 50/1 et seq. (PACE Act), which authorizes counties in Illinois to create and establish C-PACE Programs.

A. SEALED BIDS:

Sealed bids will be received in the Purchasing Department, 2nd floor of the Will County Office Building located at 302 N. Chicago Street, Joliet, IL, 60432, **not later than 10:00 A.M., Friday, March 6, 2020.** **BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

Bids must be made in accordance with the instructions contained herein.

Bid forms shall be completely filled out either typewritten or in ink. The **complete set of contract documents must be submitted** with the proposal, with **ONE ORIGINAL, SIX COPIES AND ONE DIGITAL PDF COPY, CLEARLY MARKED. BIDS WHICH FAIL TO SUBMIT THE ENTIRE COMPLETED BID PACKAGE AND CONTRACT CLEARLY MARKED WILL BE REJECTED.**

Bids shall be submitted on the forms furnished by the County of Will in a sealed package, plainly marked, with the bidder's name, address, and the notation:

SEALED BID: C-PACE PROGRAM ADMINISTRATOR
BIDS DUE: FRIDAY, MARCH 6, 2020 - 10:00 A.M.

Bids shall be addressed to the Will County Purchasing Department, Will County Office Building, 302 N. Chicago Street, Joliet, IL, 60432.

B. SIGNATURE OF BIDS:

The **signature on bid documents must** be that of an authorized representative of bidder. An officer of or agent of the offering bidder who is empowered to bind the bidder in a contract shall sign the proposal and any clarifications to that proposal.

Each bidder, by making his bid, represents that he has read and understands the bidding documents. **Any bid not containing said signed documents shall be non-conforming and will be rejected.**

C. PRIME CONTRACTOR CERTIFICATION:

Included in this bid package is a prime Contractor certification form. This form must be filled out and returned with your sealed bid package or the bid package **will not be accepted and shall be non-conforming and shall be rejected.**

D. BIDDING PROCEDURES:

1. All bids must be prepared on the forms provided by the County and submitted, with **ONE ORIGINAL, SIX COPIES AND ONE PDF DIGITAL COPY OF THE ENTIRE COMPLETED BID PACKAGE AND CONTRACT, CLEARLY MARKED,** in accordance with the Instructions to bidders. **Any bid packages not containing ONE ORIGINAL, SIX COPIES AND ONE PDF DIGITAL COPY OF THE ENTIRE COMPLETED BID PACKAGE AND CONTRACT, CLEARLY MARKED shall be non-conforming and shall be rejected.** The entire bid package are the terms of the agreement.

2. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for bids or prior to any extension thereof issued to the bidders.
3. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such cases a written addendum describing the change or correction will be issued by the County of Will to all bidders recorded by the County of Will as having attending the pre-bid conference. Such addenda shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addenda will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids. **If the signed Receipt of Addenda form is not included in the bid package and contract (EVEN IF NO ADDENDA ARE ISSUED), the bid package and contract shall be non-conforming and shall be rejected.**
4. Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than five (5) days prior to bid due date, notify the County of Will, who will, if necessary, send written addenda to all bidders. The County of Will will not be responsible for any oral instructions. All inquiries shall be directed to the Purchasing Director in writing at Klynn@willcountyillinois.com. After sealed bids are received, the bidder will make no allowance for oversight.

E. TAX EXEMPTION:

The County of Will is exempt from Federal, State and Municipal Taxes.

F. WORDS AND FIGURES:

Where amounts are given in both words and figures, the words shall govern. If the amount is not written in words, the unit cost will take precedence over the extended price in case of a discrepancy in the multiplication.

G. CONTRACT DURATION:

The Contract is to commence on or after April 16, 2020

H. REJECTION OF BIDS:

The bidder acknowledges the right of the County of Will to reject any and all bids received.

I. DEFAULT:

In case of default by the successful bidder, the County of Will may procure the articles or services from other sources and may deduct from any unpaid balance due the successful bidder any increase in cost to the county as a result of said default, or may collect against the bond or surety for excess costs so paid, and the prices paid by the County of Will shall be considered the prevailing market price at the time such purchase is made.

J. NON-DISCRIMINATION:

The Contractor shall at all times observe and comply with any law, statute, regulation or the like relating in any way to civil rights including but not limited to 775 ILCS 10/1.

K. EQUAL EMPLOYMENT OPPORTUNITY:

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750

L. RISK OF LOSS:

The Contractor shall assume all risks for loss or damages to materials whether stored on the site or elsewhere, or to tools or equipment owned or rented by the Contractor, and he shall maintain such insurance as he may deem necessary to protect himself against such loss or damage.

M. TYPES OF INSURANCE:

1. **Worker's compensation insurance.** The Contractor shall procure worker's compensation insurance as required by applicable state law for all of his employees who would be engaged in work on the project. In case any class of employees engaged in any work on the project under this Contract is not protected under the workmen's compensation statute, the Contractor shall provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. In addition, the Contractor will provide employer's liability (coverage B) in the amount of \$500,000.00.
2. **Contractor's comprehensive general liability and property damage insurance.** Contractor's comprehensive general and property damage insurance shall be in an amount not less than \$500,000.00 for injuries including accidental death to any one person and not less than \$500,000.00 combined single limit bodily injury and property damage.
3. **County's protective liability insurance.** The Contractor shall protect the County or its assignee, if any, from contingent responsibility arising from the work, project operation performed under this Contract by adding these parties as named insured as a rider to the general Contractor specified comprehensive general liability policy shall be: County of Will, 302 North Chicago Street, Joliet, Ill. 60432.

N. PROOF OF CARRIAGE OF INSURANCE:

1. The Contractor shall furnish the County at the time of bidding, with certificates showing the type, amount, class or operations covered, effective dates and dates or expiration of policies, which policies shall specifically refer to the indemnity agreement. Such certificates shall also contain substantially the following statement: "The Insurance covered by this Certificate will not be canceled or materially altered except after thirty (30) days written notice has been received by all named insured." **Any bid not containing said proof of insurance shall be nonconforming and shall be rejected.**
2. All policies shall substitute the word "Occurrence" for "accident" for both bodily and property damage. "Occurrence" shall be defined to mean an event or series of events or continuous or repeated exposure to conditions, which unexpectedly cause injury or damage during the policy period.
3. All insurance coverage shall be provided by Insurance Companies maintaining a financial strength and claims paying ability rating no lower than "A" minus "VIII" as rated by the 1999 or most current AM Best's Insurance Guide.

O. TAXES:

The Contractor shall pay all applicable sales, use, service use, service occupation, social security, and other taxes, levies, assessments, and duties, and shall make income tax deductions, all as required by local, State and Federal law.

P. CHOICE OF LAW AND VENUE:

The bid and this agreement shall be governed by the laws of the State of Illinois, without regard to conflict of law provisions. Venue for any cause of action related to this bid or agreement shall be the Twelfth Judicial Circuit, Will County, Illinois.

Q. RIGHT OF THE COUNTY TO TERMINATE CONTRACT:

1. If any of the Provisions of the Contract are violated by the Contractor, or if the Contractor shall disregard applicable law, ordinances, rules or regulations or work requirements as spelled out in

the bid specifications, or the Contractor shall be adjudged as bankrupt or make a general assignment for the benefit of creditors, or if a receiver should be appointed for the Contractor, or if at any time during the progress of the work the Contractor should allow any indebtedness to accrue for labor, material, or equipment, and should the Contractor fail to pay for labor, material, or equipment, and should the Contractor fail to pay and discharge the same within five (5) days after demand made by the person or persons furnishing such labor, material or equipment, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract. Unless within ten (10) days after the serving of such notice upon the Contractor, such violation or other matter shall have been corrected or satisfactory arrangement for correction have been made, the Contractor shall, upon the expiration of said ten (10) days, at County's option, cease and terminate work. The Contract shall then be null and void.

2. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing of such Surety of notice of termination, the County may take over work and prosecute the same to completion by other Contract or by force. Contractor shall be liable to the County for any excess cost to the County occasioned thereby, and in such event the County may take possession of and utilize in completing the work, such material, equipment and the like as may be on the project site of the work and necessary therefore.
3. Notwithstanding anything contained herein to the contrary, failure to comply with or perform the services required shall be cause for termination.
4. The County or its assign may terminate this agreement by giving the Contractor written notification of termination of this agreement by registered United States Mail, sufficient postage prepaid, return receipt requested, addressed to the Contractor at its address stated in the Contract, at least fourteen (14) days prior to termination, with service of such notice conclusively presumed to be received on date of dispatch. In such event, the Contractor shall only be entitled to receive a prorated payment for work actually and satisfactorily performed pursuant to the Contract through date of termination.
5. In the event that any of the Will County Offices should move to a different location, notice will be given a minimum of sixty (60) days prior to said move.

R. ILLINOIS FREEDOM OF INFORMATION ACT:

Any and all submissions to the County of Will become the property of the County of Will and these and any late submissions will not be returned. Your proposal will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140et seq.) and other applicable laws and rules, unless you request in your proposal that we treat certain information as exempt. We will not honor requests to exempt entire proposals. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. If you request exempt treatment, you must submit an additional copy of the proposal with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the proposal as possible. In the event the County of Will receives a request for a document submitted, the County of Will shall provide notice to contractor as soon as practicable. Regardless, contractor will be responsible for any costs or damages associated with defending your request for exempt treatment. Furthermore, contractor warrants that County of Will's responses to requests for a document submitted that is not requested to be exempt will not violate the rights of any third party.

Please be advised that if your proposal is accepted by the County of Will all related records maintained by, provided to, or required to be provided to the County of Will during the contract duration are subject to FOIA. In the event the County of Will receives a request for a document relating to contractor, its provision of services, or the arranging for the provision of services, the County of Will shall provide notice to contractor as soon as practicable and, within the period available under FOIA, contractor may then identify those records, or portions thereof, that it in good

faith believes to be exempt from production and the justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, contractor will warrant that County of Will's responses to requests for a document relating to contractor, its provision of services, or the arranging for the provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please be advised also that FOIA provides that any record in the possession of a party with whom the County of Will has contracted to perform a governmental function on behalf of the County of Will, and that directly relates to the governmental function and is not otherwise exempt under FOIA is considered a public record of the County of Will for purposes of FOIA. 5 ILCS 140/7(2). As such, upon request by the County of Will (or any of its officers, agents, employees or officials), the contractor shall provide to the County of Will at no cost and within the timeframes of FOIA a copy of any "public record" as required by FOIA and in compliance with the provisions of FOIA. After request by the County of Will, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment.

S. AWARDING OF BID:

The bid is expected to be awarded after the April 16, 2020 meeting of the Will County Board.

T. SUBMITTAL SUMMARY REQUIREMENTS:

Each of the following items **must** be submitted by the bid time mentioned herein in order that the bid will be considered. **Any bid not containing items 1-4 below shall be non-conforming and shall be rejected:**

1. Certificates of Insurance
2. **Signed** Copy of Prime Contractor Certification
3. **Signed** Receipt of Addenda Form
4. One original six copies and one digital copy of entire Bid Package.

PRIME CONTRACTOR CERTIFICATION

The undersigned hereby certifies that _____

Name of Company

is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961.

Name of Representative

Title

Signature

Date

Note: A person who makes a false certificate commits a Class 3 Felony.

Sections 33E-3 and 33E-4 provide as follows:

33E-3. Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

33E-4 Bid rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) **of Section 5-4 of this Code.**

Possible violations of Section 33 can be reported to the Office of the Will County State's Attorney at (815) 727-8453.

**REQUEST FOR PROPOSALS (RFP) For
C-PACE Program Administrator**

**Issued by:
County of Will**

**PROPOSALS MUST BE RECEIVED NO LATER THAN 10:00A.M. CENTRAL TIME
ON MARCH 6th, 2020**

Lawrence M. Walsh
County Executive

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I. PROJECT OVERVIEW

Through this Request for Proposals (“RFP”), Will County (“County”) is seeking a Program Administrator (“Administrator”) to provide services in developing, launching, and operating a Commercial Property Assessed Clean Energy (“C-PACE”) program (“Program”). The C-PACE Program must meet all requirements included in the Property Assessed Clean Energy Act, 50 ILCS 50/1 et seq. (“PACE Act”), which authorizes counties in Illinois to create and establish C-PACE Programs.

“Respondent” or “Offeror” means the Companies or individuals that submit proposals in response to this RFP. “Contractor” means the awardee of the contract. The documents submitted in response to this RFP will be referred to as “Proposals”.

A.) Background

C-PACE is a voluntary, opt-in debt financing tool for commercial or nonprofit property owners that use proceeds of a bond issue (or interim financing as provided for in the PACE Act) to fund energy projects (as defined in the PACE Act) on their respective properties, which is paid back through a special assessment imposed by the County on the benefitted properties. The special assessment is senior to any mortgage, and accordingly C-PACE projects require the mortgage holder’s consent.

C-PACE Programs can be used to fund the acquisition, construction, installation, or modification of an alternative energy improvement, energy efficiency improvement, renewable energy improvement, resiliency improvement, or water use improvement affixed to real property (including new construction). As per current state law, C-PACE is available to any privately-owned commercial, industrial, non-residential agricultural, and multifamily properties (of five (5) or more units), and properties owned by nonprofits. The County intends to create a new C-PACE Program.

In addition, Will County intends to collaborate with the Illinois Finance Authority (“IFA”) in order to utilize its standardized, efficient, and affordable PACE bond financing services in order to lower the cost of the C-PACE Program and efficiently issue bonds. Proceeds of bond issues by the IFA will provide the source of long-term, fixed rate capital for C-PACE projects. Under the proposed C-PACE Program, the County will not be issuing General Obligation bonds and neither the County nor IFA will be issuing Moral Obligation bonds. Rather, the County’s C-PACE Program will be assigning assessment contracts entered into by the County to IFA as security for issuance of conduit bonds by IFA.

The entire jurisdictional limits of the County will be included in the PACE area covered by the C-PACE Program. The County may further work with the IFA to issue bonds on a pooled basis for multiple C-PACE projects. The Program is envisioned to allow flexibility depending on the number and size of C-PACE projects, as well as market conditions.

The Administrator will provide services needed to create the C-PACE Program and further launch and operate the Program for a period of three (3) years. The County will then have the option to extend the contract for an additional two (2) years. The contract for Administrator services, as well as authorization for establishing a C-PACE Program, is contingent upon final approval by the County Board.

The County reserves the right to update its C-PACE Program in order to create consistency or align with other governmental units in the State of Illinois that may authorize C-PACE Programs. Accordingly, the ordinance authorizing establishment of a C-PACE Program will delegate future changes to the Program Report to staff for approval.

The work contemplated is professional in nature. It is understood that the Respondent, acting as an individual, partnership, corporation, or other legal entity, is of professional status, licensed to perform in the State of Illinois and the County for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the County. It is also understood that all reports, information, or data prepared or assembled by the Respondent under a contract awarded pursuant to this RFP may be made available to any individual or organization in compliance with the Freedom of Information Act. The Respondent shall be financially solvent and each of its members, if a joint venture, its employees, agents, or sub-consultants of any tier shall be competent to perform the services required under this RFP document.

B.) PACE Program Creation, Development, Launch, and Operations: Funding Source

The administration of the County C-PACE Program will be self-financed. The Program will charge user fees to any property owners that voluntarily opt in to the C-PACE Program, and no County funds will be used to create the C-PACE Program or to fund the C-PACE Program's ongoing operations. The Administrator will collect these fees directly from the users, and these user fees will cover all C-PACE Program costs and the Administrator's compensation.

In addition, the funding for C-PACE projects will come from IFA-issued bonds (or as otherwise provided for in the PACE Act) which are purchased by Capital Providers.

II. GENERAL RFP AND SUBMISSION INFORMATION

A.) Proposed Timeline

- February 10th: Issue RFP for Administrator
- February 21st: RFP questions due
- February 28th: Issue responses to RFP questions
- **March 6th: RFP responses due**
- Week of March 16th: Interviews
- Week of March 16th – March 23rd Select Administrator and begin negotiations
- April 2nd or 9th: Attend Executive Meeting to discuss Contract
- **April 16th: County Board approval of contract and Administrator can begin scope of work**

B.) RFP Questions

Offerors may submit written questions regarding this RFP by e-mail to the individual identified below. All questions must be received by February 21st, 2020 by 10:00 AM Central Time. All questions, without identifying the submitting applicant, will be compiled with the appropriate answers and issued as an addendum to the RFP on February 28, 2020. Please send questions in writing by email to the following individual:

Kevin Lynn, Purchasing Director- klynn@willcountyillinois.com

C.) Submission of Proposals

All proposals are due by March 6th 2020 by 10:00 A.M. Central Time.

Any proposals received after the time specified above will not be considered. Proposals should contain one original, six (6) copies (printed) versions and one (1) PDF version (on a flash drive). Proposals should be sent to Kevin Lynn, Purchasing Director: 302 N Chicago St., Joliet, IL 60432, Second Floor.

D.) Confidentiality

Respondent may designate those portions of the Proposal, which contain trade secrets or other proprietary data that must remain confidential. If a Respondent includes data that is not to be disclosed to the public for any purpose or used by the County except for evaluation purposes, the Respondent must both:

A. Mark the title page as follows: "This RFP proposal includes trade secrets or other proprietary data ("data") that may not be disclosed outside the County and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal. The data subject to this restriction are contained in sheets (insert page numbers or other identification)." The County, for purposes of this provision, will include any consultants assisting in the evaluation of Proposals. If, however, a contract is awarded to this Respondent as a result of or in connection with the submission of this data, the County has the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the County's right to use information contained in the data if it is obtained from another source without restriction; and

B. Mark each sheet or data to be restricted with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Proposal."

All submissions are subject to the Illinois Freedom of Information Act ("FOIA").

III. SCOPE OF WORK

The scope of work is divided into two phases. Phase I includes program setup. Phase II includes the formal C-PACE Program launch, stakeholder outreach/marketing, and ongoing operations.

A.) Phase I: C-PACE Program Setup

In this phase of the project, the Administrator will develop all program materials, guidelines, and documentation processes needed prior to the formal program launch. Deliverables include the program report referred to as the "PACE Program Report"; application forms for property owners; the form of C-PACE assessment contract; and any other program materials needed. Note that the IFA provides a C-PACE authorizing ordinance and form of C-PACE assessment contract that the County may wish to utilize.

The Administrator will also provide information in the Program Setup phase as to how the C-PACE Program may be structured so that it is consistent with or align with the C-PACE Program of other governmental units in Illinois.

In addition, the PACE Act requires the County to provide the PACE Program Report at the time the County passes an ordinance to authorize the C-PACE Program. This scope of work assumes that the Administrator will develop and write the PACE Program Report needed at time of ordinance passage. This scope of work also assumes that the County or IFA will write the ordinance needed to authorize the C-PACE Program.

The PACE Program Report needed at time of ordinance passage includes all of the following items. The Administrator will work with County staff to include each item listed below in the PACE Program Report, and to set up a process for each of the following C-PACE Program elements:

- A. Form of the assessment contract between the County and the record owner governing the terms and conditions of financing and assessment under the C-PACE Program.

The Administrator will work with the County to develop the form of assessment contract or utilize the form of assessment contract provided by IFA.

- B. Identification of one or more officials authorized to enter into an assessment contract on behalf of the County.

The Administrator will work with the County to identify proper staff to execute assessment contracts and assignment agreements (in order to assign the assessment contracts to IFA).

- C. Application process and eligibility requirements for financing or refinancing energy projects under the C-PACE Program.

The Administrator will develop the application process and any standard application forms. Also, the Administrator will establish a procedure and any standard forms for the property owner to obtain written consent from the mortgage holder before participating in the C-PACE program. Note that the County may wish to utilize the standard form of lender notice and consent provided by the IFA.

The Administrator will identify and describe the types of C-PACE projects to be included in the C-PACE Program, and any eligibility or technical requirements. These requirements for the C-PACE Program design would be approved by the County. Once requirements are set, the Administrator would ensure that all C-PACE projects meet the C-PACE Program requirements. The requirements could be based on the state or utility's technical reference manual or other utility criteria for energy efficiency incentive and rebate programs. Additional requirements may include an unbiased, professional assessment, such as a professional energy audit.

- i. The Administrator will recommend whether an energy audit is required on a programmatic basis. If audits are recommended, the Administrator will also make a recommendation as to the level of audit needed. For example, C-PACE projects below a certain cost amount could require an ASHRAE Level I audit, while larger projects might require an ASHRAE Level II or Level III audit. Another option is the Investor Confidence Project standards. Note that free "Level I" type audits are currently provided by ComEd and Nicor.

- ii. The Administrator will also make a recommendation of whether the C-PACE Program will require an independent review of the audit and results, or other QA/QC processes. For example, other governmental units with C-PACE Programs require that a third party that is independent from property owner, lender, or utility to review the baseline and savings projections.

- iii. Financial requirements of the record owner: the Administrator will determine if any financial criteria will be considered beyond those outlined (and required) in the PACE Act. Examples may include the debt service coverage ratio and/or the combined loan to value ratio.

- iv. The Administrator will develop the process used to document energy and cost savings. In addition, the building owner may be required to enroll in the Better Buildings Challenge (BBC) as part of the United States Department of Energy free energy use reduction challenge for

commercial properties, or other energy savings program as run or endorsed by the County. Additional processes may be required for the building owner to share information about savings after project completion.

- D. A method for determining interest rates on amounts financed or refinanced under assessment contracts, repayment periods, and the maximum amount of an assessment, if any.

The Administrator will set the process for determining these items in collaboration with County staff, as needed.

- E. An explanation of the process for billing and collecting assessments.

For this portion of the scope of work, the Administrator will assist the County in determining the process of how assessments may be billed and collected by the County Treasurer. Alternatively, assessments may be billed and collected by the Administrator or a third party if the County Treasurer desires not to do so based on discussions. The County also assumes that assessments will be recorded by the Administrator. Furthermore, if a program administrator or another third party is billing and collecting assessments pursuant to the PACE Act, and the applicable assessment becomes delinquent during any year, the Administrator shall work with the County to determine the date required by which a delinquency report is made in writing (see 50 ILCS 50/30(c)).

- F. A plan to finance the program pursuant to the issuance of PACE bonds under or in accordance with the PACE Act.

Bonds issued for the C-PACE Program shall not be general obligations or moral obligations of either the County or IFA, but shall be secured by payments under one or more assessment contracts on benefited property or properties within the PACE area; if applicable, municipal bond insurance, letters of credit, or public or private guarantees or sureties; or if applicable, revenue sources or reserves from bond proceeds or other lawfully available funds. Interim financing prior to the issuance of bonds may be provided as well.

The Administrator will work with IFA to issue conduit bonds for the C-PACE Program.

- G. Any application, administration, or other C-PACE Program fees to be charged to record owners participating in the C-PACE Program that will be used to finance and reimburse all or a portion of costs incurred by the governmental unit as a result of its program.

The Administrator will determine the appropriate amount of user fees to charge for the C-PACE Program in consultation with the County. These may include one-time application fees, one-time administration fees, and/or ongoing C-PACE Program fees to be charged to record owners participating in the C-PACE Program that will be used to finance costs incurred by the County as a result of the C-PACE Program.

Note that user fees will fund the Administrator's initial and ongoing operational expenses.

- H. A requirement that the term of an assessment not exceed the useful life of the energy project financed or refinanced under an assessment contract; provided that an assessment contract financing or refinancing multiple energy projects with varying lengths of useful life may have a term that is calculated in accordance with the principles established by the C-PACE Program Report.

The Administrator will develop a process to ensure that the term of assessment does not exceed useful life of energy project paid for by the assessment. If the County allows C-PACE projects that consist of multiple improvements with varying lengths of useful life, it is expected that the term of the assessment shall be no greater than the improvement with the longest useful life.

- I. A requirement for an appropriate ratio of the amount of the assessment to the value of the property.

The Administrator will also develop a process to ensure there is an appropriate ratio of amount of assessment to the greater of any of the following:

- (i) the value of property as determined by the office of the County Assessor; or
- (ii) the value of property as determined by an appraisal conducted by a licensed appraiser.

This ratio should not exceed 25%, as per the PACE Act.

- J. Provisions for marketing and participant education.

The Administrator will provide general information about the marketing and education plan (see Phase II, Task 2 for more details).

- K. Quality assurance and antifraud measures.

The Administrator will develop any additional procedures to ensure high quality and reduce any risk of fraud. This may include verification of the installed improvements.

B.) Phase II. C-PACE Program Launch and Ongoing C-PACE Program Operations

Task 1: Program Launch

The formal Program Launch will occur after the C-PACE-enabling ordinance is adopted by the County Board (see timeline in Section III.C of this RFP.) The formal C-PACE Program Launch will include additional marketing and outreach to inform the key stakeholders that the C-PACE Program is available. The launch may also include an event in which key stakeholder groups will convene to learn about C-PACE and how to participate in the C-PACE Program. The launch will also include release of finalized Program materials, the Program website, and other program communications. The County will develop any official communications, such as a press release.

Task 2: Marketing & Education

In this task, the Administrator will implement the marketing and education plan that was developed during Phase I of the project. The Administrator will further identify key stakeholder groups, and develop an appropriate outreach and marketing strategy for each group of stakeholders. Key stakeholder groups may include all of the following: community leaders, commercial property owners, contractors, commercial real estate agents, environmental advocates, and lending institutions. This task also includes maintenance of the website and other communications. Outreach may include targeted campaigns using traditional methods, social media, or other means. Outreach may also include analysis and review of the existing commercial building stock to target marketing

towards opportunities with the greatest program impact. This task may also include developing partnerships with existing business or nonprofit organizations to conduct outreach and marketing. Contractors are a key stakeholder group for C-PACE programs, and one of the goals of this task is to ensure that qualified contractors are available to conduct energy audits and implement C-PACE project improvements. Another goal is to have the program use a diverse group of contractors local to Will County. Thus, this task includes developing and implementing a contractor workforce development, training and recruitment program, including, but not limited to, the following:

- A. Raising awareness of the C-PACE Program to local, Will County-based contractors through marketing, outreach activities, and events.
- B. Providing technical training to contractors on how to apply for C-PACE financing and comply with the C-PACE Program requirements.
- C. The pre-screening or verification processes for contractors, or contractor eligibility requirements, such as proof of relevant certifications, e.g., ASHRAE or other certifications for commercial energy consultants.
- D. How property owners would provide feedback on contractor performance.
- E. How the C-PACE program would reach out to and include women, minorities, and other targeted business owners.

Task 3: Program Operations

The Administrator will conduct all ongoing operations once the C-PACE Program is formally launched, provided that billing and collecting may be conducted by the County Treasurer. This scope of work assumes that the County may update Program requirements and materials after approximately one (1) year of C-PACE Program operations, if any portion of the C-PACE Program appears to need improvements. To this end, the County and the Administrator will review the C-PACE Program requirements and materials after one (1) year of operations, and will make adjustments, if necessary, based on C-PACE Program outcomes and feedback from stakeholders in the first year.

Ongoing C-PACE Program operations include all of the following tasks:

- A. **Application approvals:** Review of applications to ensure that applicant meets all C-PACE Program criteria. If application materials are not complete, work with the applicant to provide missing information. If the applicant does not meet C-PACE Program criteria, provide feedback as to the reason and provide information on how the applicant could become eligible.
- B. **Roles and responsibilities:** Upon approval of the initial application, inform the property owner of his or her responsibilities in the process, including determining final project scope, completing and submitting a closing verification package, and obtaining the mortgage holder's consent to enter into the assessment contract which acknowledges that (i) the existing mortgage or mortgages for which the consent was received will be subordinate to the assessment contract and the lien created thereby and (ii) the governmental unit or its permitted assignee can foreclose the property if the assessments are not paid.
- C. **Technical and financial underwriting:** Review that the project and applicant have met all C-PACE Program requirements.

- D. **Verification of projects:** Prior to closing each project, conduct a pre-closing verification, which will confirm the statutorily required eligibility requirements of the owner. In some cases, the County may assist in verifying that the applicable property is entirely within the PACE area.

The Administrator shall verify and receive evidence of all of the following:

- (i) that there are no delinquent taxes, special assessments, or water or sewer charges on the property;
- (ii) that there are no delinquent assessments on the property under a property assessed clean energy program;
- (iii) that there may be involuntary liens on the property, including, but not limited to, construction or mechanics liens, lis pendens or judgments against the record owner, environmental proceedings, or eminent domain proceedings;
- (iv) that no notices of default or other evidence of property-based debt delinquency have been recorded and not cured;
- (v) that the record owner is current on all mortgage debt on the property, the record owner has not filed for bankruptcy in the last 2 years, and the property is not an asset in a current bankruptcy proceeding;
- (vi) that all work requiring a license under any applicable law to acquire, construct, install, or modify an energy project shall be performed by a licensed contractor that has agreed to adhere to a set of terms and conditions through a process established by the governmental unit or its program administrator or program administrators;
- (vii) that the contractor or contractors to be used have signed a written acknowledgement that the Administrator will not authorize final payment to the contractor or contractors until the County has received written confirmation from the record owner that the energy project was properly acquired, constructed, installed, or modified and is operating as intended;
- (viii) that the aggregate amount financed or refinanced under one or more assessment contracts does not exceed 25% in relation to the value of the property in accordance with the PACE Act; and
- (ix) that an evaluation of the existing water or energy use and a modeling of expected monetary savings have been conducted for any proposed energy efficiency improvement, renewable energy improvement, or water use improvement, unless the water use improvement is undertaken to improve water quality.

- E. **Compliance with technical standards:** Review the technical aspects of the energy project, including any energy audits or engineering studies.
- F. **Assessment contracts:** The Administrator will work with the record owner and County to obtain signatures of the assessment contracts and assignment agreements, and record said documents with the County Clerk.
- G. **Fee collection:** Collect and retain the user fees to fund ongoing operations.
- H. **Development/maintenance of documents:** Update any documents as-needed, including C-PACE Program applications, RFI or RFPs for contractors or lenders, etc.
- I. **Default procedures:** Upon notification of a record owner's default in payment of an assessment, notify the County to enforce the assessment lien in accordance with law and the agreements between the parties.

- J. **Quality Assurance:** The Administrator will maintain C-PACE Program integrity through quality assurance and verification with reports and data generated from the program's operation. Using procedures developed in Phase I, collect information needed to ensure the energy and cost savings are documented. The Administrator may also review contractor work to ensure high quality.
- K. **Customer Service:** Respond to questions and work with applicants to ensure a seamless experience as they work through the C-PACE financing process. Respond to inquiries from other entities, such as vendors, contractors, consultants, and the general public.
- L. **Program Reporting:** The Administrator will also provide bi-annual reporting, including but not limited to the following data:
 - i. Overall program growth and performance.
 - ii. Program impact, including but not limited to:
 - a. Number of participants and average project size.
 - b. The value C-PACE projects added to buildings.
 - c. Funds collected and disbursed.
 - d. Energy consumption reduction (actual vs. projected).
 - e. Water consumption reduction (actual vs. projected).
 - f. Renewable energy generated (actual vs. projected).
 - g. Electric vehicle chargers installed (actual vs. projected).
 - h. GHG emission reductions
 - i. Workforce development
 - j. Local and minority contractor participation levels for (a) program administrator services, and for (b) construction contracts funded through the PACE program

C.) Proposed Timeline: PACE Program Development & Launch

This scope of work assumes that County staff will write and develop an ordinance needed to authorize the C-PACE Program and to authorize the Program Administrator contract. The Administrator will develop the report that is required by the time the ordinance is passed. These activities will happen simultaneously. A draft timeline is provided below.

The proposed timeline below is contingent upon approval of the two enabling ordinances by the Will County Board.

Scope of Work – Phase I

- April 16th: Possible passage of Administrator contracting ordinance by the County Board. Finalize the Administrator contract. The Administrator will begin the scope of work
- Week of May 25th: Initial Draft of PACE Program Report due

- June 4th: County staff to provide comments on Draft of PACE Program
- June 26th: Final PACE Program Report due, along with a copy of a presentation to the Will County Board prepared by Administrator
- July 2nd or 9th: Presentation of PACE Program Report provided by Administrator to County Board
- July 16th: Approval of County Board of the PACE Program Report
- August 17th: Possible passage of the C-PACE enabling ordinance by County Board – C-PACE authorization complete

Scope of Work – Phase II

- Early September: Finalize all materials and Launch Program (date TBD)
- September 2020-August 2021: Initial Year of Program Operations
- September 2020 – December 2020: Initial outreach and marketing (and educational programs/presentations)
- January 2021: First project closed (target)
- February 2021: First Bi-annual report due and presentation prepared by Administrator for County Board
- August 2021: Second Bi-Annual report due and presentation to Will County Board
- September 2021: Update Program requirements and materials based on the initial year of program operations
- September 2021 – August 2023: Ongoing Program operations

IV. PREPARING PROPOSALS: REQUIRED INFORMATION

A.) Proposal Format

The RFP submittal should contain one original, six (6) printed copy versions and one (1) PDF version (on a flash drive). The proposal must be submitted no later than March 6th 2020 10:00 A.M. Central Time. Late submissions will not be accepted. All proposals will be evaluated by a review team. The selection of any Proposer will be at the recommendation of the review team and the approval by The Will County Board. The County reserves the right to reject any or all proposals.

Submittal Format

Qualified firms interested in performing the work described in this RFP are asked to provide the following information presented in a clear, comprehensive, and concise manner, illustrating the firm's capabilities, experience and expertise.

The content, sequence, of the proposal must be as follows:

- I. Introduction and Executive Summary
- II. Project Approach
- III. Qualifications and Experience
- IV. References
- V. Appendix: Resumes and additional information

B.) Required Content of the Proposal

Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP may be cause for rejection of the non-compliant Proposal. Respondent must provide information in the appropriate areas throughout the RFP. The detailed Proposal evaluated by the County must include a response to all requirements in this RFP. By submitting a response to this RFP, you are acknowledging that if your Proposal is accepted by the Department, the Proposal and related submittals may become part of the contract. At a minimum, the Proposal must include the following items:

Introduction and Executive Summary: The Offeror shall introduce themselves and their firm, as well as highlight the contents of the proposal to provide a broad understanding of the Offeror's approach, qualifications, experience, and staffing.

Project Approach: The Offeror will provide an approach to completing all tasks in the Scope of Work. The overall approach should consider the timeline provided in this RFP and should specifically explain how the tasks in Phase I of the project will meet the timeline. Offerors should outline in their proposals specifically how they would design the program, including approaches for effective outreach and cost competitiveness. For each major task in the Scope of Work, the Offeror should provide an overview of how your firm will approach the task and your overall strategy, as well as details on how the task will be accomplished. The Offeror should also describe any suggested activities that are not included in the task description that will help to meet the Program's goals.

The project approach should also cover the fee structure of the C-PACE program. This Program will be self-financed with the program fees and financing costs charged to property owners covering program costs and the PA's compensation. Provide your firm's proposal regarding project financing, including but not limited to the following:

- i. Any underwriting fees associated with the purchase and potential resale of IFA bonds.
- ii. An itemized list of proposed user fees applicable to all projects. Specify whether the fees would be recurring fees, one-time fees, or both.
- iii. Any other proposed fees that should be part of the C-PACE program, e.g., measurement and verification fees, energy audit fees, and/or late repayment penalties. Provide details on when these fees would be applicable.

iv. A description of how the firm would recover its program design and maintenance costs in a manner that is affordable to the property owners and attractive for investors.

v. Explain the program's proposed path for financing projects, including whether the program should follow a closed or open market model. Provide rationale for your choice and a list of potential funding sources, if applicable.

vi. Provide an assessment to the risk and cost to County government in the event a property owner enrolled in the program defaults on payments under the proposed program structure.

vii. Propose maximum and minimum PACE finance amounts.

viii. Propose the mechanism for county set-up, collection/distribution and administration fees to be received.

Qualifications and Experience: Describe your firm's qualifications and experience. The Offeror shall describe the firm's experience with projects that were completed by the firm within the last ten (10) years from the date of this RFP involving the design, launch, and/or maintenance of a C-PACE program for commercial, institutional, and multifamily properties, or another program with similar complexity. Describe successes, challenges, and revisions that were made to your administration of C-PACE programs over time. Please provide examples from similar projects in scope including timeframes, your organization's role, lessons learned, and project outcomes. Provide any other information that you deem sufficient to demonstrate your firm's ability to complete the tasks and deliverables identified above.

Identify key team members, including the name of the proposed Project Manager. Include a summary of the Project Manager's portfolio of related projects. In addition, please provide an organizational chart that describes the division of responsibility among the members of the team.

Please also provide the name(s) of and information concerning proposed subcontractors, including their areas of expertise and a description of how the subcontractor would be used in this project. Include up to three (3) relevant projects completed in the past five (5) years by proposed subcontractor staff members and copies of any awards or commendations received for the projects.

References: Provide contact information for up to three local jurisdictions for which your firm has designed, launched, and/or maintained a C-PACE program, or another program of similar complexity, in the past five (5) years, including but not limited to:

- a. Name of an individual from each jurisdiction who can provide information regarding the quality of services provided by your firm. Also provide that individual's contact information, including organization, telephone number, and email address.
- b. Copies of any awards, commendations or testimonials received for the project. All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to County interview for follow-up. The County may solicit from previous clients, including the County, or any available sources, relevant information concerning Respondent's record of past performance.

Appendix: Please include the following information in the Appendix, which will not count towards the maximum page requirement.

a. **Resumes**

Please provide resumes of all proposed team members, including subcontractors, and project manager in the Appendix.

V. EVALUATION CRITERIA AND SELECTION PROCESS

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate, and select the successful proposal.

The County may interview some, all, or none of the firms responding to this RFP based solely on its judgment as to the firms' proposals and capabilities. Should it be determined by the County that in-person interviews are necessary, it is anticipated that such interviews will be scheduled the week of March 16th 2020.

Evaluation Criteria: During application review, the evaluation team will weigh a number of factors, including but not limited to:

a. Approach to Providing the Scope of Services

i. Offeror shall be evaluated on the quality and thoroughness of their proposed detailed work plan including the ability to establish the framework and processes required to launch a C-PACE Program within the proposed timeline. The strategy for outreach and encouraging use of minority contractors in construction contracts will also be evaluated. Another key aspect is the fee structure proposed by the Offeror.

b. Qualifications

i. Offeror shall be evaluated on their experience and understanding of C-PACE programs, as well as their capacity as a firm to perform the required services.

c. References

i. Offeror will be evaluated on the verification of references.

d. Compliance with Laws, Ordinances, and Statutes

Date Mailed:
Due: 3-6-20, 10:00 A.M.

PURCHASING DEPARTMENT
COUNTY OF WILL
302 N. CHICAGO ST
JOLIET, IL. 60432

BID FOR
C-Pace Program
Administrator
2020-63

The Bidder proposes to provide the products and/or services in accordance with the specifications attached herein.

COMPANY NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
CONTACT _____ E-MAIL _____
PHONE _____ FAX _____ FEIN# _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

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No. _____, dated _____, signed _____

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No. _____, dated _____, signed _____

LATE BIDS CANNOT BE ACCEPTED!

<u>SEALED BID DOCUMENT</u>	
<u>Vendor Return Address:</u> 	
BID #:	2020-63
DUE DATE:	3-6-20
DUE:	10:00 A.M.
DESCRIPTION:	C-PACE PROGRAM ADMINISTRATOR
DATED MATERIAL-DELIVER IMMEDIATELY	
WILL COUNTY PURCHASING DEPARTMENT 302 N. CHICAGO ST., 2ND FLOOR JOLIET, IL 60432	

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR SEALED BID TO HELP ENSURE PROPER DELIVERY!

LATE BIDS CANNOT BE ACCEPTED!