



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

JENNIFER BERTINO-TARRANT
WILL COUNTY EXECUTIVE

KEVIN LYNN
DIRECTOR

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County Office Building
302 N. Chicago Street
Joliet, IL 60432

April 3, 2025

To Whom It May Concern:

You are invited to submit your proposal for Program Administration Services in operating Will County's 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).

Complete bid specifications are included, **which will act as the contract and must be filled out and returned as such.**

Sealed bids will be received in the purchasing department, 2nd floor, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432, **due no later than 12:00 P.M., "as so indicated by the time stamp clock of Will County", Thursday, May 1, 2025.**

Bids will be publicly opened and read by the Will County Executive or her Representative at **12:05 P.M., Thursday, May 1, 2025**, at the Will County Office Building, 302 N. Chicago Street, 2nd Floor, Joliet, IL. 60432. You are welcome to attend the meeting.

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 contact the Will County Purchasing Department, in writing at purchasing@willcounty.gov.

We welcome your bid.

Sincerely,

Kevin Lynn

Kevin Lynn
Purchasing Director

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

SEALED BIDS FOR THE PROGRAM ADMINISTRATOR TO PROVIDE SERVICES IN OPERATING WILL COUNTY'S 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 12:00 PM THURSDAY, MAY 1, 2025.

SPECIFICATIONS AND CONDITIONS OF THE BID ARE AVAILABLE AT www.willcounty.gov, www.demandstar.com, AS WELL AS THE PURCHASING DEPARTMENT, 2ND FLOOR, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, (815) 740-4712 OR EMAIL purchasing@willcounty.gov.

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, JENNIFER BERTINO-TARRANT.

**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 12:00 P.M. Thursday, May 1, 2025.** 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 AND ONE DIGITAL COPY ON AN ELECTRONIC STORAGE DEVICE. 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

Solicitation Released: Thursday, April 3, 2025
Questions Due: Wednesday, April 23, 2025, 12:00 P.M.
Addenda Released: Friday, April 25, 2025, 4:00 P.M.
Bids Due: Thursday May 1, 2025, 12:00 P.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 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 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. 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.

2. 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.**
3. 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 Department in writing at purchasing@willcounty.gov. 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 June 16, 2025.

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 140*et 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 by June 16, 2025, pending approval by the County Executive.

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 1-7 below shall be non-conforming and shall be rejected:**

1. **Cover Letter.**
2. **Business organization.**
3. **Statement of qualifications.**
4. **Reference Form**
5. **Prime Contractor Certification Form**
6. **RFP Form**
7. **Receipt of Addenda Form**

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 12:00 P.M. ON THURSDAY
MAY 1, 2025**

Jennifer Bertino-
Tarrant
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 operating the County’s Commercial Property Assessed Clean Energy (“C-PACE”) Program (“Program”). The C-PACE Program was created and must remain in compliance with 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 established a C-PACE Program through the approval of [Ordinance 20-447](#) by the Will County Board in November 2020. The entire jurisdictional limits of the County are included in the PACE area covered by the C-PACE Program.

The Administrator will provide the services needed to operate the Program for a period of three (3) years. The contract for Administrator services is contingent upon final approval by the Will County Executive.

The County reserves the right to update its C-PACE Program to create consistency or align with other governmental units in the State of Illinois that have authorized or may authorize C-PACE Programs. Accordingly, the Ordinance authorizing establishment of a C-PACE Program delegates 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 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 Operations: Funding Source

The administration of the County C-PACE Program is self-financed. The Program charges user fees to any property owners that voluntarily opt in to the C-PACE Program, and no County funds contribute to the C-PACE Program's ongoing operations. The Administrator collects these fees directly from the users, and these user fees cover all C-PACE Program costs and the Administrator's compensation.

In addition, the funding for C-PACE projects comes from bonds (or as otherwise provided for in the PACE Act) which are purchased by Capital Providers. Bonds issued for the C-PACE Program are not general obligations or moral obligations of the County, but they are secured by payments under one or more assessment contracts on benefited property or properties within the PACE area.

C.) Proposed Timeline

- Within 2 weeks of RFP due date: Interviews
- Approximately 2 to 3 weeks after RFP due date: Select Administrator and begin negotiations
- Approximately 6 weeks after RFP due date: County Executive approval of contract
- Monday, June 16: Target date for start of contract—Administrator may begin scope of work

II. SCOPE OF WORK

The scope of work is divided into two parts. Part I includes Program review and update. Part II includes ongoing C-PACE Program operations.

A.) Part I: C-PACE Program Review and Update

In Part I, the Administrator will evaluate the structure of the County's current C-PACE Program and propose any changes they deem necessary to operate a successful C-PACE Program under their administration. The Administrator will review existing Program materials, guidelines, and documentation processes and, if needed, propose changes to the current Program. These changes should increase public awareness of the Program and ease participation for Will County property owners, contractors, and lenders while remaining compliant with the PACE Act and any other applicable regulations.

Suggested changes will be considered and the procedures required to integrate them will be discussed between the Administrator and relevant Will County staff, including but not limited to representatives from the Offices of the State's Attorney, Will County Executive (as well as sub-departments such as the Land Use Department and Finance Department), Treasurer, Clerk, and Assessor. Such changes will be implemented at the discretion of these Offices and, if required, upon approval of the Will County Board.

Current Program documents, including Ordinance 20-447, the Program Report, and the Program Guidelines, are attached to this bid notice. These documents are some of the

Program materials that may be modified to meet these goals.

C-PACE Ordinance

Will County Ordinance 20-447 established the C-PACE Program in November 2020. If needed, the Ordinance may be revised but should still include the following elements:

- A. Incorporation of Preambles
- B. Public Purpose; Approval of Assessment Contracts
- C. Designation of Program Administrator
- D. Energy Projects
- E. Designation of PACE Area
- F. Limited Obligation of the County
- G. Report
- H. Note Details and Security
- I. Execution; Authentication
- J. Registration of Notes; Persons Treated as Registered Owners
- K. Prepayment
- L. Sale of Notes
- M. Funds and Accounts
- N. Public Hearing
- O. Property Assessments
- P. Covenants of the County
- Q. No Conflicts; Further Acts of the County
- R. Additional Ordinances
- S. Severability
- T. Repealer and Effective Date

C-PACE Program Report

The Administrator will work with County staff to revise the current Program Report as needed to continue or improve the Program while remaining aligned with the PACE Act. The final Program Report must include 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.
- B. Identification of one or more officials authorized to enter into an assessment contract on behalf of the County.
- C. Application process and eligibility requirements for financing or refinancing energy projects under the C-PACE Program.
- 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.
- E. An explanation of the process for billing and collecting assessments.
- F. A plan to finance the program pursuant to the issuance of PACE bonds under or in accordance with the PACE Act.
- 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.

- 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.
- I. A requirement for an appropriate ratio of the amount of the assessment to the value of the property.
- J. Provisions for marketing and participant education.
- K. Quality assurance and antifraud measures.

C-PACE Program Guidelines

The C-PACE Program Guidelines describe in more detail how the day-to-day operations of the Program will function. Note that the current Program Guidelines apply to programs in counties outside of Will, so any proposed changes must be stated to apply only to Will County's Program. Updated C-PACE Program Guidelines may include these components and possibly any others the Administrator would like to propose:

- A. Introduction
- B. Definitions
- C. Program Information
- D. Eligibility Requirements
- E. Program Fees
- F. Program Administration
- G. Assessment Administration
- H. Change Orders
- I. Disclosure
- J. Appendices (as needed)

B.) Part II. Ongoing C-PACE Program Operations

From the effective date of the contract for administration with the County until its termination, the Administrator will conduct all ongoing operations of the C-PACE Program, provided that billing and collecting may be conducted by the County Treasurer. All documentation needed to resume orderly operations of the Program from a preceding Administrator, if applicable, will be provided. The operations of the current Program will begin or continue concurrently with the review, proposal, and implementation of any changes to the Program in Part I. A seamless transition between administration contracts is key. This scope of work also assumes that the County may update Program requirements and materials at any time, even after the conclusion of Part I of this RFP, if any portion of the C-PACE Program still needs improvements. To this end, the County and the Administrator will review the C-PACE Program requirements and materials and make adjustments, if necessary, based on C-PACE Program outcomes and feedback from stakeholders.

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

- A. **Application approvals:** Review applications to ensure that the 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 the project to verify that the applicant has met all C-PACE Program requirements.
- D. **Verification of projects:** Prior to closing each project, conduct a pre-closing verification to 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 are no 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:** 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:** Maintain the C-PACE Program's integrity through quality assurance and verification with reports and data generated from the program's operation. Using established procedures, 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:** Provide 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. Energy consumption reduction (actual vs. projected).
 - d. Water consumption reduction (actual vs. projected).
 - e. Renewable energy generated (actual vs. projected).
 - f. Electric vehicle chargers installed (actual vs. projected).
 - g. GHG emission reductions.
 - h. Workforce development.
 - i. Local and minority contractor participation levels for (a) program administrator services, and for (b) construction contracts funded through the PACE program.

The Administrator will also create and implement a marketing and education plan. The Administrator will 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. Pre-screening or verifying contractors, or contractor eligibility requirements, such as proof of relevant certifications, e.g., ASHRAE or other certifications for commercial energy consultants.
- D. Collecting feedback from property owners on contractor performance.
- E. Reaching out to and including women, minorities, and other targeted business owners in the C-PACE program.

C.) Proposed Timeline: C-PACE Program Review and Ongoing Operations

A draft timeline is provided below.

Scope of Work – Part I

- June 2025: Contract commences
- July 2025: Administrator proposes changes, if any, to C-PACE Program materials to revise structure of the Program
- August 2025: County staff provide comments on proposed changes; Administrator finalizes Program materials
- September 2025: Administrator and County staff present finalized Program materials to County Executive as needed

Scope of Work – Part II

- June 2025: Contract commences; Administrator retains or receives all documentation necessary and continues or begins Program administration
- July 2026: Annual report due and presentation prepared by Administrator for County Board and/or Executive
- July 2027: Annual report due and presentation prepared by Administrator for County Board and/or Executive
- June 2025 – June 2028: Ongoing Program operations (including outreach and marketing, updates as needed)

III. PREPARING PROPOSALS: REQUIRED INFORMATION

A.) Proposal Format

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 Executive. 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 and sequence of the proposal must be as follows:

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

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 acknowledge 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 Part I of the project will meet the timeline. The Offeror should consider how the County's current C-PACE Program operates by reviewing its Ordinance, Program Report, and other relevant documentation, and then outline what components of the current Program would be retained under their administration. The Offeror should also outline changes to the current Program where they see appropriate and explain how their changes would improve upon the current Program. Any proposed changes should further essential public and governmental purposes of the County, including but not limited to reducing energy costs, reducing greenhouse gas emissions, increasing economic stimulation and development, improving property valuation, and increasing employment. If the Offeror has materials for other C-PACE Programs they have created, they may submit those. The Offeror should outline in their proposal specifically how they would revise (if applicable) and operate 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 their firm will approach the task and their 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 is and should remain self-financed with the program fees and financing costs charged to property owners covering program costs and the Administrator'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 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.

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.

Evaluation Criteria: During application review, the evaluation team will weigh several 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. 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



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

RFP Form

C-Pace Program Administrator

#2025-73

Name _____ F.E.I.N> # _____

Address _____

City _____ State _____ Zip _____

Contact Person _____ Phone _____

Email Address _____

THIS IS NOT AN ORDER

Will County Agency Name:

For additional information contact Will County Purchasing Department at purchasing@willcounty.gov

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

Please ensure the following is included in submittal packet:

- ___ Cover Letter.
- ___ Business organization.
- ___ Statement of qualifications.
- ___ Reference Form
- ___ Prime Contractor Certification Form
- ___ RFP Form
- ___ Receipt of Addenda Form

Signed By: _____

(authorized representative of company)

Title: _____



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

Reference Form

C-Pace Program Administrator

#2025-73

Please list three (3) references, other than the County of Will, that you have done similar work, service or supplied similar products to:

Entity: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____

Entity: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____

Entity: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

Addenda Form

C-Pace Program Administrator

#2025-73

Name _____ F.E.I.N> # _____

Address _____

City _____ State _____ Zip _____

Contact Person _____ Phone _____

Email Address _____

THIS IS NOT AN ORDER

Will County Agency Name:

For additional information contact Kevin Lynn Purchasing Director klynn@willcounty.gov

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 _____

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 _____

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

No. _____, dated _____, signed _____

LATE BIDS CANNOT BE ACCEPTED!

<u>SEALED BID DOCUMENT</u>	
<u>Vendor Return Address:</u> 	
BID #:	2025-73
DUE DATE:	5/1/2025
DUE:	12:00 P.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!



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

No Bid Form

Please note: This form is only required if you are not bidding.

Solicitation Name/Number: _____

Reason for not bidding:

- | | |
|--|--|
| <input type="checkbox"/> Not enough time to respond | <input type="checkbox"/> Unable to compete |
| <input type="checkbox"/> Not Applicable to company | <input type="checkbox"/> No time to complete work |
| <input type="checkbox"/> Unable to obtain required insurance | <input type="checkbox"/> Unable to meet specs/requirements |
| <input type="checkbox"/> Unable to obtain required bonding | |
| <input type="checkbox"/> Other (please detail below) | |

Suggestions:

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Email: _____

Date: _____

Please retain our information for future solicitations: Yes No