

CLARK COUNTY, NEVADA

COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY
(C-PACE) PROGRAM ADMINISTRATOR
RFP NO. 606305-22

SLIPSTREAM GROUP, INC.
NAME OF FIRM
Tim Mathison, General Counsel and Managing Director
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
431 Catalyst Way Madison, WI 53719
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(608) 807-3049
(AREA CODE) AND TELEPHONE NUMBER
None
(AREA CODE) AND FAX NUMBER
tmathison@slipstreaminc.org
E-MAIL ADDRESS

COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (C-PACE) PROGRAM ADMINISTRATOR

This Contract is made and entered into this _____ day of _____ 2023, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and SLIPSTREAM GROUP, INC., (hereinafter referred to as PROVIDER), for Commercial Property Assessed Clean Energy (C-PACE) Program Administrator (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT Scope of Work (Exhibit A); and

WHEREAS, PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from date of award through December 31, 2023, with the option to renew for 4, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY is not responsible for any costs and expenses associated with the C-PACE Program. No payments will be made to PROVIDER by COUNTY. A one-time program administration fee, equal to one and a half percent (1.5%) of the loans originated and closed amount, not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00) per project loan will be paid to PROVIDER by the Property Owner/Applicant. Property Owner/Applicant will pay a non-refundable fee of Two Thousand Dollars (\$2,000.00) at the time of submittal of the pre-application to PROVIDER. PROVIDER will remit these fees to COUNTY. This amount will be retained by COUNTY to compensate for internal costs and is not a source of funding for the compensation of PROVIDER. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Terms of Payments

1. PROVIDER will not submit any invoices to COUNTY for performance of services. Payment will be made by PROVIDER to COUNTY based on approved reports submitted by PROVIDER.
2. Payment to COUNTY of the pre-application fees will be made within thirty (30) calendar days after receipt of an accurate report that has been reviewed and approved by COUNTY.
3. COUNTY, at its discretion, may not approve a report if PROVIDER fails to provide the information as agreed to between PROVIDER and COUNTY:
 - a. COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the report. PROVIDER must submit a new report for the undisputed amount which will be paid in accordance with paragraph B.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new report for the agreed to amount and payment will be made in accordance with paragraph B.2 above.

C. COUNTY'S Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this PROJECT, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the PROJECT.

SECTION III: SCOPE OF WORK

Services to be performed by PROVIDER for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time, by written amendment, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in PROVIDER'S cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of PROVIDER for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.
- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER will follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
 - 1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.

2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by PROVIDER, without prior written approval of COUNTY.
- B. Approval by COUNTY of PROVIDER'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER'S subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY'S approval of PROVIDER'S request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Drew Solomon, Principal Management Analyst, telephone number (702) 455-3329 or drs@clarkcountynv.gov or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least ten (10) business days prior to the date on which COUNTY wishes to suspend. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) business days.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than ten (10) calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after PROVIDER is given:
 - i. not less than ten (10) calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY'S convenience, COUNTY shall allow PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will allow payment of PROVIDER for that portion of the compensation which has been earned as of the effective date of termination but:
 - b. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
 - c. If after termination for failure of PROVIDER to fulfill contractual obligations it is determined that PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of PROVIDER assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER'S control.

SECTION X: INSURANCE

- A. PROVIDER shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- B. If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: Clark County
Attn: Department of Finance
500 South Grand Central Parkway
Las Vegas, NV 89155

TO PROVIDER: Slipstream Group, Inc.
Attn: Tim Mathison
431 Catalyst Way
Madison, WI 53719

SECTION XII: MISCELLANEOUS

A. Independent Contractor

PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.

B. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, PROVIDER agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. Non-Discrimination/Public Funds

The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.

D. Assignment

Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and their employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of PROVIDER or the employees or agents of PROVIDER in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by PROVIDER or any agent or representative of PROVIDER to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against PROVIDER as it could pursue in the event of a breach of this Contract by PROVIDER; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by PROVIDER in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this Contract by PROVIDER is subject to review by COUNTY to ensure contract compliance. PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract.

I. Covenant

PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

K. ADA Requirements

All work performed or services rendered by PROVIDER shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by PROVIDER is for COUNTY'S information only.

M. Disclosure of Ownership Form

PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

N. Authority

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

O. Force Majeure

PROVIDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. PROVIDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

P. Severability

If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.

Q. Non-Endorsement

As a result of the selection of PROVIDER to supply goods or services, COUNTY is neither endorsing nor suggesting that PROVIDER'S service is the best or only solution. PROVIDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

R. Public Records

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.

S. Companies that Boycott Israel

PROVIDER certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:

CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

DATE

PROVIDER: SLIPSTREAM GROUP, INC.

By: Sandra Henry
SANDRA HENRY
President/Chief Executive Officer

2/9/2023
DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: Elizabeth A. Vibert
ELIZABETH A. VIBERT
Deputy District Attorney

Feb 22, 2023
DATE

EXHIBIT A COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (C-PACE) PROGRAM ADMINISTRATOR SCOPE OF WORK

Background

The C-PACE Provider must meet all the requirements of Chapter 271 of Nevada Revised Statutes, as amended by S. 283, 2021 Leg., 81st Sess. (Nev. 2021) ("The Act") and the Clark County C-PACE Program Guidelines. C-PACE is a voluntary program that provides for direct financing of Qualified Improvement Projects (QIPs), as defined in the Act by a Capital Provider who is repaid through an Assessment. The Assessment constitutes a first position lien on the real property superior to all liens, claims, encumbrances, and titles, except for liens of other assessments, and general taxes attached to the tract pursuant Nevada property tax law. COUNTY authorized the establishment of a C-PACE Program to provide financing for eligible improvements to qualified property owners in the unincorporated areas of COUNTY pursuant to resolution R-8-16-22 as amended and approved by the Clark County Board of County Commissioners (BCC) on August 16, 2022. COUNTY'S implementation of the C-PACE program intends to use a third-party Program Administrator to provide the necessary services to develop, implement, and administer the C-PACE program in Clark County.

COUNTY is sponsoring the program to facilitate and finance Qualified Improvement Projects such as energy efficiency improvement projects, renewable energy projects, resiliency projects, and water efficiency improvement projects as defined in Chapter 271 of Nevada Revised Statutes.

PROVIDER is responsible to provide a streamlined application and administrative process that will facilitate project installations by providing clear guidelines for participation in the program to local businesses, energy contractors and potential financiers of these projects. Engagement of local business groups, energy contractors and capital providers will be a key component of the success of the program and respondents should discuss their experience and capacity with market development for the delivery of energy-related improvements and financing products.

PROVIDER will be expected to provide all administrative, marketing, operational, and management services necessary to operate the program (as set forth in the Program Guidelines and the scope of work described herein). It must be willing to work with a variety of financing providers and to reach out to capital providers, including local banks, for inclusion in the program. All Capital Providers must agree to alignment with program criteria and payment of all documentation costs and County fees, including Program Administration fees for the establishment of an account for ongoing billing and payment disbursement for each QIP.

PROVIDER will be expected to maintain a list of qualified contractors who have registered with the C-PACE Program and confirm both the registration to do business in Clark County and proper licensing of those contractors in Clark County.

PROVIDER will be expected to maintain a list of qualified Capital Providers who have registered with the program and confirm their Business License registration requirements to do business in Clark County.

COUNTY C-PACE program prohibits the issuance of bonds or interim financing by COUNTY. Participation in the program is voluntary, but once the property owner executes the Voluntary Assessment Agreement, payment of the Assessment and compliance with the terms and conditions of the C-PACE Program is binding.

COUNTY is not responsible for any costs and expenses associated with the C-PACE Program or the financing of the QIP. Further, COUNTY is not responsible for any terms and conditions of the Voluntary Assessment Agreement or the financing of the QIP, except for the imposition and amount of the Assessment and the Assessment Lien. The Act requires that the Assessment and Assessment Lien be assigned to the Capital Provider for billing and collection of the Assessment, and enforcement of the Assessment Lien.

Scope of Services

PROVIDER will be responsible for compliance with COUNTY C-PACE Program Guidelines, the Act and for all C-PACE program administration services as described in this document. PROVIDER shall perform the following tasks:

A. Program Administration

- In conjunction with the Clark County Department of Finance, oversee the administration and maintenance of COUNTY Program Guidelines that document all C-PACE Program processes, procedures, and requirements along with roles and responsibilities of COUNTY and PROVIDER.
- Monitor and coordinate all components of the C-PACE Program related to the development and ongoing management of program administration.
- Maintain the Program Guide and ensure it is updated and adopted as may be directed by COUNTY.
- Recommend updates and improvements to the Program Guidelines that may improve the overall program.
- Monitor C-PACE projects for compliance with the requirements of the District Resolution, the Program Guide, and the Act.
- Establish a method for qualifying Capital Providers, Developers, Energy Consultants, and other parties to the process as dictated by the Program Guidelines.
- Provide all services related to accepting, processing, and approving applications through close of financing for eligible projects.
- Develop and maintain a C-PACE Program website for program information, including application submission, processing status and payment history, along with qualified Contractor and Capital Provider information including registration tools.
- Provide marketing, customer service, and contractor registration, including coordinating outreach and education activities with County departments such as Environment and Sustainability, and other community partners.
- Design the program to be an "open market model" accessible by all qualified Contractors and all qualified Capital Providers. Include outreach efforts to these constituencies.
- Coordinate post-implementation reporting and ongoing verification and monitoring of project compliance and requesting energy savings estimates from property owners.
- Prepare an annual report to COUNTY of C-PACE Program results by September 1st of each year for the previous fiscal year ending June 30th. The report shall include, at minimum, the following information and may be grouped by type of improvement.
 - Number of C-PACE Program applicants
 - Number of Approved C-PACE applicants
 - Number of Denied C-PACE applicants
 - Number of C-PACE applicants in process
 - Number of C-PACE loans funded and aggregate dollar amount
 - Number of completed C-PACE projects
 - For completed projects, the energy / water savings achieved
 - Number of qualified participating C-PACE Capital Providers
 - Number of qualified participating C-PACE Contractors

B. Application / Document Processing

- Develop a program application and any other necessary forms and documents in compliance with the statutes and Program Guidelines.
- Establish the procedure for the review, evaluation, and approval of applications, retaining records of each application, confirmation of the eligibility requirements data, lender consent, approval, and subsequent processing.
- Review and evaluate Pre-Applications and Final Applications to determine if the proposed QIP meets the criteria in the Program Guide and the Act.

- Review Studies, including drafts, and requirements for proposed QIP and ensure they meet the criteria in the Program Guide and the Act.
- Obtain a written acknowledgement from each Applicant that it agrees to the provisions of Article X of the Program Guide on the liabilities and responsibilities of COUNTY and its officers, agents and employees and the Program Administrator.
- If the Applicant meets the minimum qualifications in the Pre-Application, obtain a written acknowledgement from each Applicant that it intends to comply with the requirements of the Program Guide and the Act with respect to the C-PACE District, including, but not limited to, completing the application process, finalizing financing with a Capital Provider for the QIP via an assessment, entering into a Voluntary Assessment Agreement and related documents with COUNTY, and constructing the QIP.
- Prepare and present a Voluntary Assessment Agreement to COUNTY'S CFO for consideration for approval by the BCC.
- Ensure compliance with Assessments and Certified Appraisal Criteria outlined in Article V of the Program Guide.
- Review and evaluate final application and supporting documentation (Program Guide Article II.B.3) to ensure the property owner meets the eligibility requirements (Program Guide Article III.D).
- Complete the review and approval of the QIP and provide notification to COUNTY'S CFO to present an item to the BCC to approve the Voluntary Assessment Agreement. If PROVIDER finds that the Final Application or supporting documentation is incomplete, or the proposed QIP does not qualify for the C-PACE Program, PROVIDER will notify and work with the Property Owner to complete any missing information for re-review and evaluation.
- Facilitate the preparation, execution and recordation of the Voluntary Assessment Agreement between COUNTY and Developer for each QIP.
- Ensure the recordation of the Notice of Assignment of Assessment and Assessment Lien and Assignment of Assessment and Assessment Lien after authorizations are received.
- Obtain verification and completion of all C-PACE projects and provide closeout reports to COUNTY within 1 year after the completion of the QIP (Program Guide Article II.B.6).
- Support obtaining existing Lender Consent to a C-PACE Assessment and ensure the recordation of all Lender Consents.
- Upon final approval of the application, provide to COUNTY a calculated assessment obligation and repayment schedule for each special assessment project.

C. Data Management

- Maintain a database of all C-PACE Program financings, terms, assessment amounts, Capital Providers and energy conservation status. The database should be capable of tracking by project, property or obligation and provide for reconciliation and reporting.
- Perform periodic backup of all data related to COUNTY C-PACE Program that can be recovered at the request of COUNTY at any point in time as needed.
- PROVIDER may be exposed to confidential information and the disclosure of such information could violate rights of private individual and entities.
- In the event of PROVIDER'S termination or end of the contract term, PROVIDER must provide to COUNTY, or to a successor Provider, the data related to COUNTY'S C-PACE Program and other proprietary information reasonably requested by COUNTY to ensure the orderly transition of services. The obligation of PROVIDER to provide the termination services will survive the termination or expiration of the Contract for whatever reason. Termination services must include developing a plan for the orderly transition to COUNTY or successor Provider of the extracted C-PACE Program data in a format and timeframe mutually agreed upon by the parties.

D. Payments Processing / Servicing

- Prepare periodic (monthly, quarterly, annually) parcel reports of invoice billing to property owners and special assessment collections.
- Annually report assessment amounts to COUNTY.

E. Education and Outreach

- Work with County staff to identify relevant C-PACE Program information for reporting and marketing purposes.
- Develop education and marketing information tools for C-PACE Program promotion. Engage with Contractors, industry, Capital Providers, economic development, and property owner groups to promote program funding and opportunities for local projects.
- Establish strategic partnerships with utilities to educate property owners about the C-PACE program.
- Outreach to non-profit owners and community-based facilities.

F. Call Center

- Maintain adequate staff to provide call center resource information to Contractors, property owners, and Capital Providers for submission of applications, identification of approval and funding status, and ongoing support related to assessment collection questions.

All C-PACE Program administrative duties will reside with PROVIDER and may be assigned to subcontractors, if documented and approved by COUNTY, with the final obligation for delivery resting with PROVIDER. It is expected that PROVIDER will conduct regularly scheduled progress meetings during the implementation phase of the project and thereafter as prescribed by COUNTY.

EXHIBIT B
COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (C-PACE) PROGRAM ADMINISTRATOR
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability. PROVIDER'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** PROVIDER'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. *If the deductible is "zero" it must still be referenced on the certificate.*
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Professional Liability:** PROVIDER shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.
- H. **Workers' Compensation:** PROVIDER shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- I. **Failure to Maintain Coverage:** If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract.
- J. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- K. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- L. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- M. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- N. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. PROVIDER'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Worker's Compensation

5. Description: RFP Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
6. Certificate Holder:
Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
7. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:		
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.): BROKER'S FAX NUMBER	
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS		
	INSURER(S) AFFORDING COVERAGE		
INSURED 2. PROVIDER'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:		3. Company's Best Key Rating
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
4.	☒ CLAIMS-MADE ☒ OCCUR	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(D)
							\$(E)	
							\$(F)	
							\$(G)	
							\$(H)	
							\$(I)	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC						DEDUCTIBLE MAXIMUM	\$ 25,000
5.	☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M)
	BODILY INJURY (Per person)						\$	
	BODILY INJURY (Per accident)						\$	
	PROPERTY DAMAGE (Per accident)						\$	
							\$	
	DEDUCTIBLE MAXIMUM						\$	
							\$	
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS	OTHER
	E.L. EACH ACCIDENT						\$	
	E.L. DISEASE - E.A. EMPLOYEE						\$	
	E.L. DISEASE - POLICY LIMIT						\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

7. RFP NO. 606305-22; COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (C-PACE) PROGRAM ADMINISTRATOR.

8. CERTIFICATE HOLDER**CANCELLATION**

CLARK COUNTY, NEVADA
C/O PURCHASING AND CONTRACTS DIVISION
GOVERNMENT CENTER, FOURTH FLOOR
500 S. GRAND CENTRAL PARKWAY
P.O. BOX 551217
LAS VEGAS, NV 89155-1217

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

9. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFP NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,
(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as RFP No. 606305-22, entitled COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (C-PACE) PROGRAM ADMINISTRATOR;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this Contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

- **MINORITY OWNED BUSINESS ENTERPRISE (MBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **WOMEN OWNED BUSINESS ENTERPRISE (WBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **SMALL BUSINESS ENTERPRISE (SBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **VETERAN OWNED ENTERPRISE (VET):** A Nevada business at least 51% owned/controlled by a veteran.
- **DISABLED VETERAN OWNED ENTERPRISE (DVET):** A Nevada business at least 51% owned/controlled by a disabled veteran.
- **EMERGING SMALL BUSINESS (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with CONTRACT:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
☐ DVET ☐ ESB

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
☐ DVET ☐ ESB

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
☐ DVET ☐ ESB

☐ No MBE, WBE, PBE, SBE, VET, DVET, or ESB subcontractors will be used.