

**City of Aurora, IL
Request for Qualifications to Contract**

For

**Solar Photovoltaic System Site-Surface Lease Or
To Otherwise Provide Professional Complete Solar
Photovoltaic Operation**

September 18, 2024

Project Sponsor:

**City of Aurora, IL
“Powering the City of Lights with the Sun”**

ADVERTISEMENT

City of Aurora, IL Request for Qualifications (RFQ) to Contract for Solar Photovoltaic Systems Site Development and Operation

Progressive Energy Group, on behalf of the City of Aurora, IL, is seeking sealed Proposals indicating definite interest in contracting for the development, finance, and operation of a solar photovoltaic energy system at 18 sites. Included in the proposal are 3 new Fire Department sites (targeting 2025 and 2026 completion) and the new City Public Works Department (which is scheduled to be completed in 2024).

Proposers must indicate definite interest in being selected to negotiate terms of financing, construction, operation of, and sales from a solar photovoltaic field operation that will require considerable professional level engineering, management, and analytical skills, together with adequate capital, energy market and marketing expertise to be successful. The successful Developer will either own or sell the installed equipment to other persons. Proposers are expected to lease or receive a license for the use of the affected surface operation at a lease or license cost and payment arrangement to be negotiated and agreed upon by the City of Aurora, IL. All Proposers are expected to independently investigate and verify the facts and factors important to the success or failure of their Proposal, develop an approach to complete a commercially viable installation of a solar energy facility at the Sites, that will not negatively impact the roof of the facility. Each Proposer assumes, and will itself, bear the cost of its Proposal, the proposal evaluation and contract negotiation process, equipment, zoning and permitting, negotiating design approval with the regulatory agencies, construction cost, Operation and Maintenance (O&M) costs, system decommission/Site restoration costs, all unanticipated delay, and all market risk.

Proposals will be accepted until 12:00 pm CST on Wednesday October 16, 2024. The Request for Proposal and Site information is available by written request to Shawn Ajazi, Progressive Energy Group, on behalf of the City of Aurora, IL at 1981 W. Downer Place Suite 402 Aurora, IL 60506. Shawn Ajazi can be contacted:

Email Address: shawn@savewithprogressive.com

Office Phone: (630) 882-6100

Fax: (630) 882-6132

PROPOSAL REQUIREMENTS

SCOPE OF WORK

The City of Aurora is seeking to identify and contract with a Successful Proposer for a “Project” that shall include the design, financing, installation, and operation of solar photovoltaic systems on 18 sites (3 of which will be built in the future) for City owned facilities in Aurora, IL, and interconnection of the generation equipment to the utility distribution system, along with any such improvements or repairs needed at the Sites to accommodate any of such improvements (“Project”). For specific site locations, see Exhibit A attached, and Solar operation is to be for a minimum of twenty-five (25) years.

All entities delivering timely and complete Proposals shall be referred to as “Proposer” under this Request for Qualifications (RFQ). A Proposer may simply ask for a 25-year lease of the property by the City of Aurora, with proposed monetary and other terms of rent and a binding commitment to develop a solar photovoltaic field by a date certain, together with demonstration of capability to bring the development to completion and successful operation, plus undertake long term O&M, inspections, repairs, corrective measures, and decommissioning/restoration as needed. **Whether lease, license or other arrangement is proposed, a Proposer must demonstrate in its proposal that it has the professional skill, capital, and other necessary qualifications to be selected and entrusted to install, sell, manage, and operate/maintain, repair, and eventually dismantle and decommission the system successfully, as well as provide insurance or performance bond to hold the City of Aurora, harmless as to any claims, damages, losses, costs, or adverse impact to the ongoing environmental investigation and remediation actions caused by activities of solar development.**

The successful Proposer of solar photovoltaic energy production shall also demonstrate willingness and ability to finance, design, construct, commission, own, operate, maintain, and decommission all ground-mounted and roof top photovoltaic generation and other project-related equipment on the Site. Lease Proposals may, at the Proposer's discretion, involve renewable energy related installations other than a solar photovoltaic field, e.g. battery storage, as their principal use. Proposers may condition their willingness to contract on specific prerequisites being fulfilled.

A Proposer must include detailed descriptions of its qualifications to undertake, finance, install, operate, and complete the Project it is proposing. A Proposer may claim and identify confidential business information status for sensitive information that is confidential or proprietary. Each Proposal should contain details on what a Proposer wishes to undertake, any contracting prerequisites, necessary contract conditions, and a description of the type of contractual relationship it proposes (i.e., lease, turnkey, or either).

The City of Aurora expects that both land and roof area will be made available, and the Project will be undertaken pursuant to the terms and conditions of a contract agreement to be negotiated between the City of Aurora and the successful Proposer. Any contracts executed under this RFQ shall be contingent upon approval of the City of Aurora. A condition of any contract that is not a lease is that the economics of the Proposal accepted must benefit the City of Aurora by directly or indirectly reducing, offsetting, or paying for their energy and/or other operating costs.

The Project as may be proposed, inclusive of any or all development, construction, and operation activities at the Site, must not damage or interfere with the operation, maintenance, or effectiveness of the ongoing operations of the City of Aurora. Final contract approval and all terms of any contract for any aspect of the Project development, installation, or operations, shall be contingent upon confirmation and approval of such installation and operation arrangements by the City of Aurora and Progressive Energy Group. The operation must also comply with all other applicable laws, including, without limitation, City zoning code compliance. The City of Aurora expects to cooperate with the Proposer and support the permission effort if all other conditions are satisfied.

The Successful Proposer will be awarded an exclusive, 30-day opportunity to investigate and negotiate with the City of Aurora for the award of the Project. Extensions of the exclusive opportunity may be possible for good cause at the discretion of the City of Aurora. The City of Aurora reserves the right to reject any or all proposals, if deemed not to be in the best interest of the City of Aurora.

SCHEDULE & MILESTONES

- RFQ issued: Wednesday, September 18, 2024.
- Site Inspection Opportunity: Upon Request
- Submittal of Formal Questions: any time prior to October 9, 2024.
- Submittal of Proposal: One electronic copy in accordance with Paragraph 8 “Submittals”, below. **The deadline for submittals is October 16, 2024, at 12:00 PM CST.** (This is a hard deadline that will not be extended except at the City of Aurora’s discretion for exceptional cause),
- Award of Preferred developer status: TBD
- Execution of Contract: TBD

PROPOSAL REQUIREMENTS

1. General Letter of Intent to Contract or Lease

All Proposals shall include a Letter of Intent. The Letter of Intent must identify the company, partnership, corporation, or individual(s) proposing the project and shall include a detailed summary of the proposed project. The Letter of Intent shall include a statement that the Proposer has read this RFQ and accepts its terms and conditions.

2. Project Proposal

Project Proposals shall accompany the Letter of Intent and shall include the following information:

- a. Name, address, and telephone number of firm and principal contact person.
- b. Type of organization (i.e., corporation, partnership, joint venture, etc.) including list of participants, as appropriate.
- c. History, ownership, professional qualifications, and organizational background of the firm(s) and all contemplated sub-contractors (Development Team):
 - i. Provide a brief history of the firm(s) as well as a synopsis of ownership;
 - ii. If the company responding is a partially or fully owned subsidiary of another firm, include the above information for the parent company, parent company's credit rating, and an appropriate statement by the parent company in support of the subsidiary's submittal;
 - iii. If the Proposer intends to sub-contract parts of the work, include the above information for all contemplated sub-contractors to the extent known;
 - iv. Professional qualifications of the individual principals who are to be involved in the design, installation, and production process and their areas of emphasis or expertise. Proposer must show at least 10 years of experience in the PV solar energy market space, be NABCEP certified, and a qualified person as defined by pending rule 16-128A(a) by the Illinois Commerce Commission (ICC).
- d. Project Approach that includes, but is not limited to:
 - i. An overview of Proposal elements, costs, responsibilities;
 - ii. A preliminary description of the design and installation methodology the Proposer will seek to utilize at the Site, along with estimated load factors created by the proposed Project design and any possible penetration(s) of the surface at the Site to complete the proposed Project, and how such load factors, possible surface penetrations and any other aspect of construction and O&M will or may impact those portions of the Site under ongoing environmental investigation and remediation activities;
 - iii. Suggestions or special concerns the City of Aurora should be aware or should consider, including but not limited to, the consideration of virtual net metering options, purchase and leaseback of equipment if proposed, and other arrangements that are worthy of consideration;
 - iv. A statement of willingness to absorb the cost of creating and presenting a detailed solar development plan for the Sites and obtaining the approvals of the City of

- Aurora, IEPA (as necessary), Kane County;
 - v. Any other information or tasks Proposer considers necessary for the successful completion of a contractual arrangement;
 - vi. Solar energy system concept must operate behind the meter, and directly off-set the City of Aurora load.
 - vii. Solar energy system's panel and inverter technologies must be supplied by Tier 1 manufacturers.
- e. Proposed draft or detailed summary of the cost of Direct Purchase, Power Purchase Agreement (PPA), lease, license, or other arrangement's contract terms and conditions, including:
- i. Whether more than 25 years of operation are required;
 - ii. How financing of the equipment will be managed;
 - iii. Estimated ComEd interconnection cost;
 - iv. Value per kW of Illinois Power Authority SREC;
 - v. Bonding, insurance or other means of assuring system construction, O&M, removal and decommissioning with Site restoration as needed or required by the City of Aurora; and
 - vi. Bonding, insurance or other means of holding the City of Aurora harmless as to any claims, damages, losses, costs, or adverse impact to ongoing environmental investigation and remediation actions caused by activities of solar development, solar installation, operations, or decommissioning;
 - vii. Provide a performance guarantee of 85% annual kWh delivery or pay for lack of performance. Include how this guarantee will be insured/secured;
 - viii. Please insure the PPA price includes \$0.005/kWh paid directly to Progressive Energy Group or 5% of the purchase price if the Solar developments are purchased.
- f. Include in the proposed draft lease or license or otherwise propose a process for addressing issues that will need to be managed at the outset or from time to time during the construction and O&M of the solar field respecting the following points:
- i. Updated topographic survey (for any areas where solar is proposed), and requirement for periodic updated topo surveys (every 5-10 years) during solar life;
 - ii. Phasing from conceptual solar design (submitted with response to RFQ) to draft and final design plans and specs subject to the City of Aurora's review/approval;
 - iii. Access and staging needs – ingress/egress, deliveries, equipment staging, movement of vehicles;
 - iv. Security – ingress/egress, locks/keys, additional security needs of solar and how integrated with the current fences and other security, including coordination with a City of Aurora representative;
 - v. Allow a City of Aurora representative to be present when work is taking place inside fencing;
 - vi. Provide proof of health and safety training and measures to be in place for solar construction workers, and its consistency with the City of Aurora and Kane County contractor requirements;
 - vii. As-built / construction summary report required for solar; along with O&M plan and contingency/corrective measures if problems occur;

- viii. O&M details – What is frequency of solar O&M visits, what is done during such visits, what is plan/process for repairs if settlement occurs, solar panels are damaged, etc. Site-specific O&M Plan may be required to ensure solar and environmental investigation and remediation activities are well integrated;
 - ix. Ongoing environmental investigation and remediation activity O&M requirements, such as inspections, must be accommodated at all reasonable times;
 - x. In the event a major repair or any other work related to the ongoing environmental investigation and remediation activities is needed and solar panels are in the way of that repair/work area – who is responsible for moving/replacement of panels and/or the cost of same and what is the lead time associated with such movement to effectuate the repair/work;
 - xi. Long-term care and decommissioning – a specific decommissioning plan should be provided;
 - xii. Provision of insurance and/or performance bond to ensure Proposer completes scoped work, makes timely repairs as needed, replaces aged solar equipment/panels, maintains solar system, complies with obligation to cooperate with the ongoing environmental investigation and remediation activity needs, and does not leave equipment in place, assuring that the City of Aurora does not incur costs due to the Project.
- g. Project Schedule, expressed in weeks and months, indicating major project milestones and durations once contract is awarded. Elements that must be addressed in Project Schedule include:
- i. Management and Maintenance Plan for grounds and structures;
 - ii. Conceptual site plan;
 - iii. Final site plan and construction specifications;
 - iv. Site security plans;
 - v. Construction safety plan;
 - vi. Construction schedule;
 - vii. As-built documentation;
 - viii. System O&M, removal and decommissioning plan;
 - ix. Financial assurance of Contract performance arrangements
- h. Services to be provided by sub-contractors, if any. Note: Failure to notify that subcontractors will be used in advance of the project subjects the proposer to disqualification and forfeiture at any time. Subcontractors shall meet all applicable insurance and other requirements of the Contract.
List of all previous and current similar solar projects of Proposer including:
- i. Location and project description;
 - ii. Project size and cost details;
 - iii. Proposer's involvement;
 - iv. References (names, titles, and telephone numbers); and
 - v. Dates started and completed.
- i. Qualifications and Experience of Key Personnel, including those of all contemplated sub-contractors. List key in-house professional and management staff, and the qualifications of key individuals who will be involved in all phases of the project. Cite examples of successful complex project management and meeting financial targets.

- j. Projected customer and rate information suitable and sufficient to enable evaluation of likelihood of success of Proposer to make solar energy and renewable energy credit (REC) sales commercially viable, along with pro-forma estimate of projected Developer's costs, revenue received, and expected economic benefit to the City of Aurora.

3. **Financial Capability**

Proposals must demonstrate the reasonable likelihood of sufficient financial resources to develop the Site in a manner consistent with the Proposal. The Contract may require that the Proposer or its Contractors' performance be bonded and shall include certain indemnity obligations to cover any damages or claims that are caused by the installation, operation, and decommissioning of the proposed Project.

4. **Insurance Coverage**

Proposals shall expressly acknowledge the need for insurance and include a statement that at least the following insurance will be required to be in force upon finalizing the Contract:

- a. Worker's Compensation Insurance for the protection of all employees throughout the entire period that this contract is in operation with coverage B limit of liability of not less than \$1,000,000.
- b. Comprehensive General Liability for bodily injury in the amount of \$1,000,000 (for one person) and \$2,000,000 (on account of one accident), including contingent liability for the landowner for the acts or omissions of the Developer, its engineer, contractor, or subcontractors in the same amounts. The City of Aurora and its consultant (Progressive Energy Group) shall be named additional insureds under this coverage on a primary, non-contributory basis.
- c. Property damage in the amount of \$2,000,000 each occurrence and \$4,000,000 aggregate.
- d. The property damage insurance shall be in amounts approved by the City of Aurora and cover/include comprehensive for premises/operations, subsidence, collapse, explosion, and surface and/or underground damage to the Site pursuant to the ongoing environmental investigation and remediation activities, with no exclusion for environmental matters, public utilities, products/completed operations, contractual, independent contractor, broad form property damage, and shall also cover and include contingent liability for the City of Aurora for facts of omissions of the Developer, its engineer, contractor or subcontractors in the same amounts. The City of Aurora and its consultant (Progressive Energy Group) shall be named additional insureds under this coverage on a primary, non-contributory basis.
- e. Architects'/Engineers' Professional Liability (errors and omissions on a claim - made basis) in the amount of \$2,000,000 for any one claim, and in the annual \$4,000,000 aggregate with not more than \$100,000 deductible for each claim. The City of Aurora and its consultant (Progressive Energy Group) shall be named additional insureds under this coverage on a primary, non-contributory basis.
- f. Automotive vehicles, both owned and non-owned, used in conjunction with the job both on and off the public highway shall carry the same rates of insurance for bodily injury and property damage as stated above. The City of Aurora and its consultant (Progressive Energy Group) shall be named additional insureds under this coverage on

- a primary, non-contributory basis.
- g. Umbrella or Excess Insurance coverage applicable to all insurance policies issued to satisfy subparagraphs a. through f. of this paragraph in the amount of \$5,000,000 each occurrence and \$10,000,000 aggregate. The City of Aurora and its consultant (Progressive Energy Group) shall be named additional insureds under this coverage on a primary, non-contributory basis.
 - h. Contractors' completion bond in an amount specified in the Contract sufficient to assure the construction completion of the solar photovoltaic field and related equipment should work involving construction not timely ensue or reach completion.
 - i. Any other insurances or bonds required by law.

5. Questions and Correspondence

All Proposer's questions should be submitted via email to Shawn Ajazi, Progressive Energy Group, 1981 W. Downer Suite 402, Aurora, IL 60506 at shawn@savewithprogressive.com with "Solar Proposal for the City of Aurora, IL" in the subject line, no later than 3:00 pm CST on October 9, 2024

6. Communications Before and After Submittal of Proposals

Meetings and discussion of Proposals and issues relevant to the success of a possible Proposal may be held with representatives of the City of Aurora, Progressive Energy Group, and other relevant entities and interests prior to the submittal date.

All questions about the RFQ should be made submitted in accordance with the above Section 5. Oral explanations or instructions are not binding. Any information materially modifying this RFQ will be furnished to all Proposers by an addendum issued at least five (5) business days in advance of the submittal deadline.

7. Site Inspection Opportunity

Site inspection will be scheduled upon request through Shawn Ajazi via email @ shawn@savewithprogressive.com.

8. Submittals

Submittals of Proposals shall be made by sending one (1) electronic copy labeled "Response to Request for the City of Aurora, IL Solar Development Proposal" to Shawn Ajazi, Progressive Energy Group, on behalf of the City of Aurora, IL, at 1981 W. Downer Suite 402, Aurora, IL 60506. The electronic copy can be submitted through electronic file sharing programs (Box, Google Drive, etc.) that contains a complete color copy of the Proposal in PDF or other readily retrievable format. See also Section 19.

9. Evaluation Criteria

The City of Aurora will evaluate Proposals based upon the following criteria:

- a. Proposer (and development team) professional qualifications, experience, and expertise.
- b. Economic terms and conditions, including nature and deliverability of any stated

- prerequisites to Contract negotiation.
- c. Economic benefit to the City of Aurora. In the case of a lease, the amount of income from the lease and the degree to which sales of energy or other aspects of the proposal will benefit the City of Aurora are relevant. In the case of an alternatively structured proposal, the above are relevant and the proposer must also include a showing or guarantee that the proposal will "directly or indirectly" reduce the energy or other operating costs of the City of Aurora".
 - d. Appearance of likelihood of mutually successful project contract negotiations and successful project performance.
 - e. Method of Project approach.
 - f. Project schedule.
 - g. Financial capability of Proposer, including capital availability, investor reliability, and provisions of adequate insurance and/or performance bond.
 - h. Past performance on similar projects, if any.
 - i. Conceptual Site development plan.
 - j. Sight, sound and other neighborly compatibility considerations both during and after construction.
 - k. Turnkey contracts must demonstrably benefit the City of Aurora economically as required by law.
 - l. The successful Proposal is not necessarily going to be awarded to the lowest cost Proposer. The selection of a successful Proposer is regarded as falling within the lawful discretion of the City of Aurora to engage a person for specialized, professional quality analytical, engineering and project management skills in whose judgment the City of Aurora will be placing trust and confidence to succeed in a complex project. Lease Proposals are, in addition, within the discretion of the City of Aurora to deal with the lease or other disposition of property. Lease Proposals may be judged both on the financial terms of a lease and the professional qualifications of the Proposer and suitability of the Proposer's plan for successful use and operations at the Site. Lease Proposals may include renewable energy related installations other than a solar photovoltaic field, e.g. battery storage.
 - m. Comments or expressed concerns of the City of Aurora, IL.

Please Note: The City of Aurora reserves the right to reject all Proposals and the right to explore more than one Proposal before selection of a successful Proposal. Proposers and the City of Aurora may modify and otherwise negotiate terms of Proposals prior to finalization if such modifications are mutually agreed.

10. Permits and Proposers Pre-Submittal Costs

Permits and applications

The successful Proposer must obtain all required permits from federal, state, and local agencies, including the interconnection agreement with ComEd or other appropriate distribution entity.

Proposal Preparation and Submittal Phase

Proposers must provide and pay for any type of related engineering services and field surveys needed for design purposes, engineering surveys, marking to enable contractor(s) to proceed with their work, and providing other special field surveys. Proposers bear all of their costs of making the proposal, and the cost of presenting to the City of Aurora, IL and other approval related meetings or hearings.

The City of Aurora reserves the right to hold a pre-submittal conference, of which notice will be sent in advance, and to issue addenda as appropriate to interpret, clarify, or expand the Proposal documents.

Successful Proposer is expected to confirm acceptability/qualifications of any prime contractor, subcontractors, suppliers, and other persons and organizations proposed, and to conduct background and reference checks on proposed contractors, subcontractors, and suppliers in anticipation of a contract award.

11. Statement of Agreement

A statement signed by the Proposer shall be submitted stating that the Proposer has read this RFQ and accepts its terms and conditions.

12. Disqualification

The Proposer may be disqualified if the Proposer or its principal(s): a) has been convicted of a crime chargeable as a felony within the past five (5) years; b) has been the subject of a voluntary or involuntary bankruptcy or insolvency proceeding in the past five (5) years that was not dismissed within 180 days of filing; c) has made material misrepresentations of fact in its Proposal; and/or d) is responsible for apparently inappropriate business acts indicating a lack of qualifications for a public benefit project of this type.

13. Compliance with all Laws

The Proposal and any subsequent Contract entered between the City of Aurora and Proposer shall be governed and construed in accordance with the laws of the State of Illinois. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms hereof shall remain in full force and effect.

The Proposer shall comply with all applicable laws, regulations, rules, and policies promulgated by the Federal, State, County, Municipal and/or other government unit or regulatory body, including the City of Aurora, now in effect or which may be in effect during the performance of the Contract. Included within the scope of the laws, regulations and rules referred to in this Section, but in no way to operate as a limitation, are all forms of public utility and Interstate Commerce Commission regulations, Workers' Compensation Laws, the Prevailing Wage Act, the Social Security Act, and the Occupational Safety and Health Act. Proposer and its Contractor shall comply with all applicable Federal, State and local laws and regulations pertaining to wages and hours of employment of all personnel employed.

Additionally, the Proposer shall comply with all laws and regulations pertaining to equal opportunity and fair employment practices including the Illinois Human Rights Act. The Proposer shall not discriminate against any worker, employee, or applicant, or any other member of the public because of race, religion, color, age, sex, handicap, marital status, national origin, or unsatisfactory military discharge, nor otherwise commit an unfair labor practice. The Proposer further agrees that this Paragraph will be incorporated by the Proposer in all contracts entered into with suppliers of materials and services,

subcontractors and labor organizations, furnishing skilled, unskilled, or craft union skilled labor that may perform any such labor or service in connection with the Contract.

Further, by submitting a proposal, the Proposer certifies that it has adopted and implemented a written sexual harassment policy in full compliance with Section 2-105A (4) of the Illinois Human Rights Act, 775 ILCS 5/2-105A (4), and, in case the Contractor has 25 or more employees, a drug-free workplace policy and practice in full compliance with Section 3 of the Illinois Drug-Free Workplace Act, 30 ILCS 580/3.

By submitting a proposal, the Proposer certifies that it is not ineligible for award of the Contract by reason of debarment for a violation of any of the above-referenced laws and regulations and acknowledges that any breach of the foregoing provisions shall constitute a breach of the Contract. Failure of the Contractor to be in compliance with this Paragraph shall be cause for the City of Aurora to terminate the Contract.

Under the Illinois Freedom of Information Act, all records in the possession of the City of Aurora are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is “[t]rade secrets and commercial or financial information obtained from a person or business wherethe trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure ofthe trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested.” ILCS 140/7(1)(g). The City will assume that all information provided to us in a bid or proposal is open to inspection or copying bythe public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

14. No Gratuity to City of Aurora Employees

No employee or officer of the City of Aurora or other public body is to be extended any form of gratuity in connection with this RFQ, any Proposal, or the contracting process involved therein.

15. Certifications

All Proposals must be accompanied by certifications, signed by the Proposer and/or its principal (s) attesting that the attached evidence of the qualifications and financial responsibility, including financial statements, are true and correct.

16. Selection and Award

Proposals will be reviewed by a team assembled by the City of Aurora. Depending on the number of Proposals received, and their competitiveness, the team may choose to interview two or more of the Proposers.

The evaluation process will be based upon a combination of factors specified above. When the Proposal review team has finished rating and ranking Proposals (including holding interviews, if desired), the team will recommend a Proposal to the City of Aurora, IL Board for consideration of award. The City of Aurora will then enter into a negotiated Agreement with the selected Proposer which shall include all material terms and conditions agreed upon by the City of Aurora and the Proposer. The Board or its team may seek the advice and consent of the IEPA prior to finalizing any recommendation or Agreement.

17. Successful Proposer

The Successful Proposer will be notified in writing. The Successful Proposer will obtain the exclusive opportunity to engage in contract negotiation with the City of Aurora and other concerned parties for a period of four months (120 days) from the date of award. The City of Aurora will also attempt to facilitate the provision of the prerequisites to Contract that the successful Proposer has included in its Proposal. No guaranty of success in contracting or that the prerequisites stated by a proposer will be met is given. The exclusive negotiation period may be extended at the discretion of the City of Aurora for up to an additional four months.

Final Contract is subject to review and comment by all concerned parties and agencies and must be approved by the City of Aurora, IL Board. Approval is not guaranteed and the assessment of whether to accept and approve a contract is subject to the reasonable judgment of the City of Aurora, IL Board.

18. General Terms and Conditions

The City of Aurora, in its sole and absolute discretion, with or without cause, and without liability of any kind to any Proposer reserves the right to:

- a. Accept or reject any and all Proposals;
- b. Cancel this RFQ at any time and/or take any action in the best interest of the City of Aurora. The City of Aurora's decision in all matters shall be final;
- c. Retain all Proposals for official record purposes and use them in whatever official manner as deemed appropriate;
- d. Elect not to accept any request by any Proposer to correct errors or omissions in any information, calculations or comparative price submitted once a Proposal is submitted;
- e. Investigate the financial capability, integrity, experience, and quality of performance of each proposer, including principals;
- f. Request an oral presentation from any proposer;
- g. Request any additional information from any proposer and select two or more parties to submit a "best and final" proposal at any time after any submission;
- h. The City of Aurora shall be the sole judge as to whether any Proposal complies with the requirements of this RFQ and may waive any non-compliance or informality in the Proposal received and the City of Aurora's decision shall be final, conclusive, and not reviewable except as required by Illinois law.
- i. All proposers to this RFQ do so at their sole expense and risk. The City of Aurora assumes no financial or other obligations to the proposers. The City of Aurora will not be liable to any broker, consultant or any other entity acting on behalf of any respondent for any fee or payment relating directly or indirectly to the proposer or their Proposal.

- j. All information furnished in this RFQ solicitation was gathered from sources deemed reliable. No representation or warranty is made as to the accuracy or completeness of the information contained in this document. Prospective proposers should independently verify all information.

19. Due Date and Format for Proposals

Submittals must be received electronically by the City of Aurora, c/o Shawn Ajazi, before the deadline for Proposals, which is **12:00 PM CST on October 16, 2024**, such later time as may be formally announced and posted by the City of Aurora.

The electronic copy furnished to the City of Aurora shall be in color and in PDF or other commonly retrievable format.

If any information furnished in a Proposal is deemed highly confidential because of trade secret or other proprietary information that is normally kept confidential by the Proposer, and Proposer does not agree that it may be divulged at a public meeting or pursuant to freedom of information laws of Illinois or the United States, express written declaration and designation of Highly Confidential shall be made on all parts or pages of the Proposal that contain such Highly Confidential information.

Exhibit A Site Locations

Facility	Address	IPA SREC	KW DC	YR 1 KWH
Aurora Barnes Tower	225 S Barnes Road	ABP	62	86,880
Aurora Main WTP	1111 Aurora Avenue	ABP	308	390,100
Aurora Richland WTP	3244 Richland Court	ABP	360	509,800
Aurora Church WTP	2680 Church Road	ABP	344	465,700
Fire Station #1	75 N Broadway	ABP	93	121,000
Fire Station #3	600 W Indian Trails	ABP	21	28,770
Fire Station #10	2390 W Illinois Avenue	ABP	72	98,270
Fire Station #7	824 Kenilworth Place	ABP	66	85,810
Fire Station #5	730 Hill Avenue	ABP	48	63,870
Fire Station #12	2424 Hafenrichter Road	ABP	44	58,200
Fire Station #8	3770 McCoy Drive	ABP	120	145,300
New Fire HQ Station	1210 Indian Trail	ABP	120	145,300
New Eola Station	Eola & N Aurora Rd	ABP	50	66,531
New Bilter Station	intersection of Bilter/Naar	ABP	50	66,531
Police Station	1200 E Indian Trails	ABP	2090	2,726,000
Building Office	77 S Broadway	ABP	102	130,600
Parking Garage	5 E Downer Place (03)	ABP	496	618,300
Public Works Building	2185 Liberty Street	ABP	491	657,700

3 New Fire Station sites are highlighted in Yellow
 New Public Works site is highlighted in Green

Exhibit B

Bid Sheet Requirements (one for all locations and aggregate)

Company Name: Company Address: Project Location: The City of Aurora Proposed Site Location of Solar Field: Bid Date:			
BID REQUIREMENT SUMMARY			
Item #	Question	Response	Comments
1	Proposed Field Size (MW)		
2	Estimated Annual Yield (kWh)		
3	Compensation Structure (PPA or Purchase)		
4	Power Cost per kWh Year 1 (PPA)		
5	Power Cost per kWh Year 25 (PPA)		
6	Annual Escalation Percentage per year (PPA)		
7	Does the PPA price include \$0.005/kWh paid directly to Progressive Energy Group or 5% of the total purchase cost if purchased?		
8	Total Direct Purchase Price (Please provide per site and as an aggregate)		
9	Direct Purchase Annual Maintenance Contract Cost (5-year initial term with renewal language). Please include details on the maintenance agreement terms and conditions.		
10	Contract term if PPA (25-years) Y/N		
11	Performance Guarantee 85% - (Y/N) - How Secured?		
12	Construction Guarantee (Y/N) - How Secured?		
13	Decommission Guarantee (Y/N) - How Secured?		-
14	Type System (Fixed Tilt, Single Axis Tracker, Other)		
15	Paying Prevailing Wage (Y/N)		
16	Cost Per Watt for Construction/Eng? (\$)		
17	For Ground Mount is a perimeter Fencing Included (Y/N) What Type?		
18	Site Preparation Included (Y/N)		
19	All Permit Costs and Local Costs Paid For By Company?		
20	Price Includes All ComEd InterConnection Costs? What do you have budgeted in your proposal?		
21	Price Includes All Cost of Switch Gear		
22	Price Includes All Costs to Connect to Customer?		
23	Total MW Built By Your Company (Last Two Years)		
24	Finance Partner on This Project (Y/N) if yes, then who?		
25	Cost of Capital for This Project (annual %)		
26	Dunn and Bradstreet Rating/Number		
27	Better Business Bureau (BBB) Rating		
28	Company Revenue (\$)		
29	Solar Project Experience - (Total MW Installed)		
30	Illinois Solar Project Experience - (Total MW Installed)		
31	Total REC's granted to Company by IPA To Date		
32	IPA REC Price Assumption (Per REC)		
33	IPA REC Price Assumption (Total Dollars)		
34	IPA REC Award Assumption (Number)		
35	ComEd Rebate Assumption (Total Dollars)		
36	Solar Field Warranty (Part/Labor) and Length		
37	Insurance Compliance as Required in RFQ (Y/N)		
38	Conceptual Layout and Design for Proposed Site (Y/N)		
39	Copy of Proposed Contract or LOI (Y/N)		
40	Proposed Project Timeline thru Start Up (Y/N)		

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Exhibit C

Site Specific Maps can be reviewed at the following link:

https://drive.google.com/drive/folders/1Z-HDacz84RKfze3MRr2-3ZgDYAc2d_s6?usp=drive_link

or by written request to Shawn Ajazi at
shawn@savewithprogressive.com.