

**County of Kendall, IL
Request for Qualifications to Contract**

For

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

January 8, 2018

Project Sponsor:

**County of Kendall, IL
111 West Fox Street Yorkville, IL 60560**

ADVERTISEMENT

County of Kendall, IL

Request for Qualifications (RFQ) to Contract for Solar Photovoltaic Systems Site Development and Operation

Progressive Energy Group, on behalf County of Kendall, IL ("County"), is seeking sealed Proposals indicating definite interest in contracting for the development, finance, and operation of a solar photovoltaic energy system at 2 proposed locations (one 6-acre parcel and one 4-acre parcel) located in Yorkville, Illinois ("Site"). It is believed there are 10 acres of land at these Site locations suitable for the installation of solar photovoltaic panels, and for the production and sale of a minimum of two megawatts (2 MW) or more of electric power and related renewable energy credits (RECs) annually.

Proposers must indicate definite interest in being selected to negotiate terms to undertake financing, construction, operation of, and sales from a utility-scale 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 acreage surface operation at a lease or license cost and payment arrangement to be negotiated and agreed upon by the County. 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 Site, that will not negatively impact the ongoing environmental investigation and remediation activities at the Site, and summarize the same for consideration by the County. 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 Tuesday January 23, 2018. The Request for Qualifications and Site information is available by written request to Shawn Ajazi, Progressive Energy Group, on behalf of the County of Kendall, IL at 1981 W. Downer Place Suite 402 Aurora, IL 60506. Shawn Ajazi can be contacted:

Email Address: shawnajazi@progressiveenergygroup.com

Cell Phone: (630) 886-9800

Office Phone: (630) 882-6100

Fax: (630) 882-6132

PROPOSAL REQUIREMENTS

SCOPE OF WORK

County 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 ground-mounted generators on a 10-acre parcel located in Yorkville, Illinois 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”). The Sites are located in Yorkville, IL (See Site Locations Map attached as Exhibit A) and Operation is to be for a minimum of twenty-five years.

All entities delivering timely and complete Proposals shall be referred to as “Proposers” under this Request for Qualifications (RFQ). A Proposer may simply ask for a 25-year lease of the property by the County, 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 County 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.**

Each response to this RFQ should include a confidential pro-forma demonstration that the Proposer’s contemplated development at the Site a) is commercially viable to provide economic benefit to the County, and quantify estimates of the economic benefit, and (b) does not create or enlarge the costs at the Site for the County. The successful Proposer of solar photovoltaic energy production shall also demonstrate willingness and ability to finance, design, construct, commission, own, operate, maintain, and de-commission all ground-mounted photovoltaic generation and other project-related equipment on the Site. 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 County expects that land 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 County and the Successful Proposer. Any contracts executed under this RFQ shall be contingent upon approval of the County. A condition of any contract that is not a lease is that the economics of the Proposal accepted must benefit the County 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 County. 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 County and Progressive Energy Group. The operation must also comply with all other applicable laws, including, without limitation, City zoning code compliance. The County 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 County for the award of the Project. Extensions of the exclusive opportunity may be possible for good cause at the discretion of the County. The County reserves the right to reject any or all proposals, if deemed not to be in the best interest of the County.

SCHEDULE & MILESTONES

- RFQ issued: Monday January 8, 2018
- Submittal of Formal Questions: Tuesday January 16, 2018.
- Site Inspection Opportunity: 1:30 p.m. CST on Tuesday January 16, 2018 at Kendall County Facilities Management Office, 804 W. John St. Suite B Yorkville, IL 60560.
 - Contact Shawn Ajazi to reserve your spot
- Submittal of Proposal: Four (4) hard copies and one electronic copy to Progressive Energy Group, on behalf of the County of Kendall, IL c/o Shawn Ajazi, 1981 W. Downer Place, Suite 402, Aurora, IL 60506, in accordance with Paragraph 8. "Submittals", below. **The deadline for submittal is: January 23, 2018 at 12:00 PM CST.** (This is a hard deadline that will not be extended except at the County'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:

- Name, address, and telephone number of firm and principal contact person.
- Type of organization (i.e., corporation, partnership, joint venture, etc.) including list of participants, as appropriate.
- 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 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).
- 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, including without limitation, monitoring points, and

onsite structures as set out on the documents available to registered proposers from a secure cloud-based "BOX" file referenced at Paragraph 5 hereof;

- iii. suggestions or special concerns the County 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 County, IEPA (as necessary), and Yorkville, IL;
 - v. any other information or tasks Proposer considers necessary for the successful completion of a contractual arrangement;
 - vi. conceptual layouts, preliminary design for a solar energy system that will deliver up to a minimum of 3,00,000 kilowatt hours on Year 1 of operation;
 - vii. Solar energy system concept must operate behind the meter, and directly off-set the County's load up to a minimum of 3,000,000 kilowatt hours. Net metering for solar energy systems in excess of 3,000,000 kilowatt hours will be considered. Facilities to be connected:
 - Public Safety Center (1102 Cornell Lane Yorkville, IL 60560)
 - Courthouse (807 W. John Street Yorkville, IL 60560)
 - Possible connection at Health Department (811 W. John Street Yorkville, IL 60560)
 - viii. Solar energy system's panel and inverter technologies must be supplied by Tier 1 manufacturers.
- Proposed draft should include one or more of the following options:
 - Cost of Direct Purchase
 - power purchase agreement (PPA), lease, license, or other arrangement's contract terms and conditions, including:
 - i. 25 years of operation are required;
 - ii. all work, construction, alternations, and repairs must pay prevailing wage
 - iii. how financing of the equipment will be managed;
 - iv. cost must include fencing enclosure agreed upon by the County;
 - v. cost must include commercially reasonable commission paid to PEG;
 - vi. bonding, insurance or other means of assuring system construction, O&M, removal and decommissioning with Site restoration as needed or required by the

County; and

- vii. bonding, insurance or other means of holding the County 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.
- viii. provide a performance guarantee of 85% annual kWh delivery or pay for lack of performance. Include how this guarantee will be insured/secured.
- 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 County's review/approval;
 - iii. Access and staging needs – ingress/egress, deliveries, equipment staging, movement of vehicles, making repairs at the Site as needed in the judgment of the County;
 - 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 County representative;
 - v. Allow a County 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 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 County does not incur costs due to the Project.
- 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
 - 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 a pro-forma estimate of projected Developer's costs, revenue received, and expected economic benefit to the County.

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:

- 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 \$500,000.
- 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 County and its consultant (Progressive Energy Group) shall be named additional insureds under this coverage on a primary, non-contributory basis.
- Property damage in the amount of \$2,000,000 each occurrence and \$4,000,000 aggregate.
- The property damage insurance shall be in amounts approved by the County 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 County for facts of omissions of the Developer, its engineer,

contractor or subcontractors in the same amounts. The County and its consultant (Progressive Energy Group) shall be named additional insureds under this coverage on a primary, non-contributory basis.

- Architects'/Engineers' Professional Liability (errors and omissions on a claims- 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 County and its consultant (Progressive Energy Group) shall be named additional insureds under this coverage on a primary, non-contributory basis.
- 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 County and its consultant (Progressive Energy Group) shall be named additional insureds under this coverage on a primary, non-contributory basis.
- 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 County and its consultant (Progressive Energy Group) shall be named additional insureds under this coverage on a primary, non-contributory basis.
- 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.
- 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, on behalf of the County of Kendall , 1981 W. Downer Suite 402, Aurora, IL 60506 (shawnajazi@progressiveenergygroup.com), with "Solar Proposal at County of Kendall, IL" in the subject line, no later than 3:00 pm CST on January 16, 2018.

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 County, 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 paragraph 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

Set for Tuesday January 16, 2018 at 1:30 p.m. CST. Meeting will take place at the Kendall County Facilities Management Office, 804 W. John Street Yorkville, IL 60560.

8. Submittals

Submittals of Proposals shall be made by sending four (4) hard copies and one (1) electronic copy labeled "Response to Request for County of Kendall Solar Development Proposal" to Shawn Ajazi, Progressive Energy Group, on behalf of the County of Kendall, IL, 1981 W. Downer Suite 402, Aurora, IL 60506 (shawnajazi@progressiveenergygroup.com). The electronic copy shall be submitted on a compact disk or flash drive that contains a complete color copy of the Proposal in PDF or other readily retrievable format. See also Paragraph 19.

9. Evaluation Criteria

The County will evaluate Proposals based upon the following criteria:

- Proposer (and development team) professional qualifications, experience, and expertise.
- Economic terms and conditions, including nature and deliverability of any stated prerequisites to Contract negotiation.
- Economic benefit to the County. 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 County 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 County".
- Appearance of likelihood of mutually successful project contract negotiations and successful project performance.
- Method of Project approach.
- Project schedule.
- Financial capability of Proposer, including capital availability, investor reliability, and provisions of adequate insurance and/or performance bond.
- Past performance on similar projects, if any.
- Conceptual Site development plan.
- Sight, sound and other neighborly compatibility considerations both during and after construction.
- Turnkey contracts must demonstrably benefit the County economically as required by law.
- 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 County to engage a person for specialized, professional quality analytical, engineering and project management skills in whose judgment the County will be placing trust and confidence to succeed in a complex project. Lease Proposals are, in addition, within the discretion of the County 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.

- Comments or expressed concerns of County of Kendall, IL.

The County 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 County 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. The County will support the Proposer's efforts to identify a customer or customers for a power purchase arrangement, but the successful Proposer is responsible for satisfactory completion of any such arrangement. The project shall be contingent on consistency with Kendall County, IL zoning.

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 County of Kendall, IL and other approval related meetings or hearings.

The County 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 County 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 County, 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 County to terminate the Contract.

14. No Gratuity to County Employees

No employee or officer of the County 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 County. 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 County of Kendall, IL board for consideration of award. The County will then enter into a negotiated Agreement with the selected Proposer which shall include all material terms and conditions agreed upon by the County 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 County and other concerned parties for a period of four months (120 days) from the date of award. The County 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 County 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 County of Kendall, 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 County of Kendall, IL Board.

18. General Terms and Conditions

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

- Accept or reject any and all Proposals;
- Cancel this RFQ at any time and/or take any action in the best interest of the County. The County's decision in all matters shall be final;

- Retain all Proposals for official record purposes and use them in whatever official manner as deemed appropriate;
- 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;
- Investigate the financial capability, integrity, experience, and quality of performance of each proposer, including principals;
- Request an oral presentation from any proposer;
- 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;
- The County 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 County’s decision shall be final, conclusive and not reviewable except as required by Illinois law.
- All proposers to this RFQ do so at their sole expense and risk. The County assumes no financial or other obligations to the proposers. The County 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.
- 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 physically received by the County, c/o Shawn Ajazi, before the deadline for Proposals, which is **12:00 PM local time on January 23, 2018** or such later time as may be formally announced and posted by the County.

The electronic copy furnished to the County 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

Electronic Site Locations (All Facilities)

Electronic Online Site Location: <http://gis.co.kendall.il.us/kendallviewer/>

Parcel #'s

02-29-100-006 - Rt. 34 Campus

Exhibit B

Site Location Maps

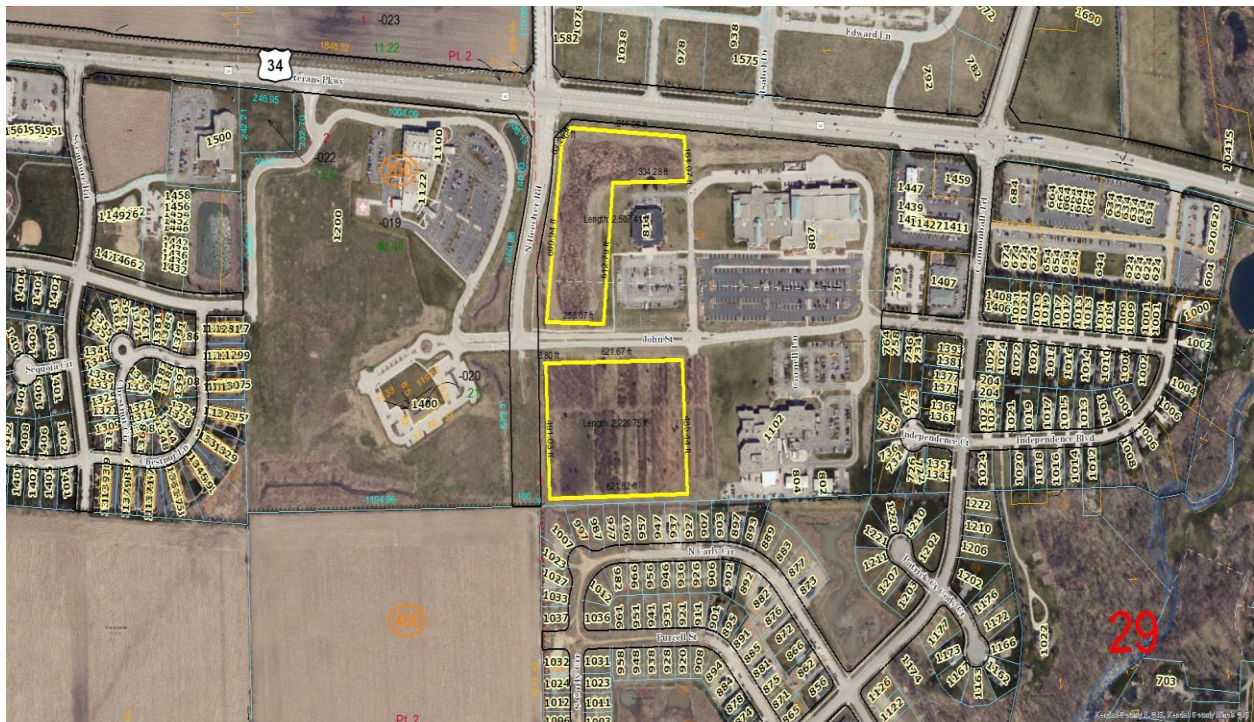


Exhibit C
Electric Equipment Information

Courthouse Transformer



Courthouse Transformer Label



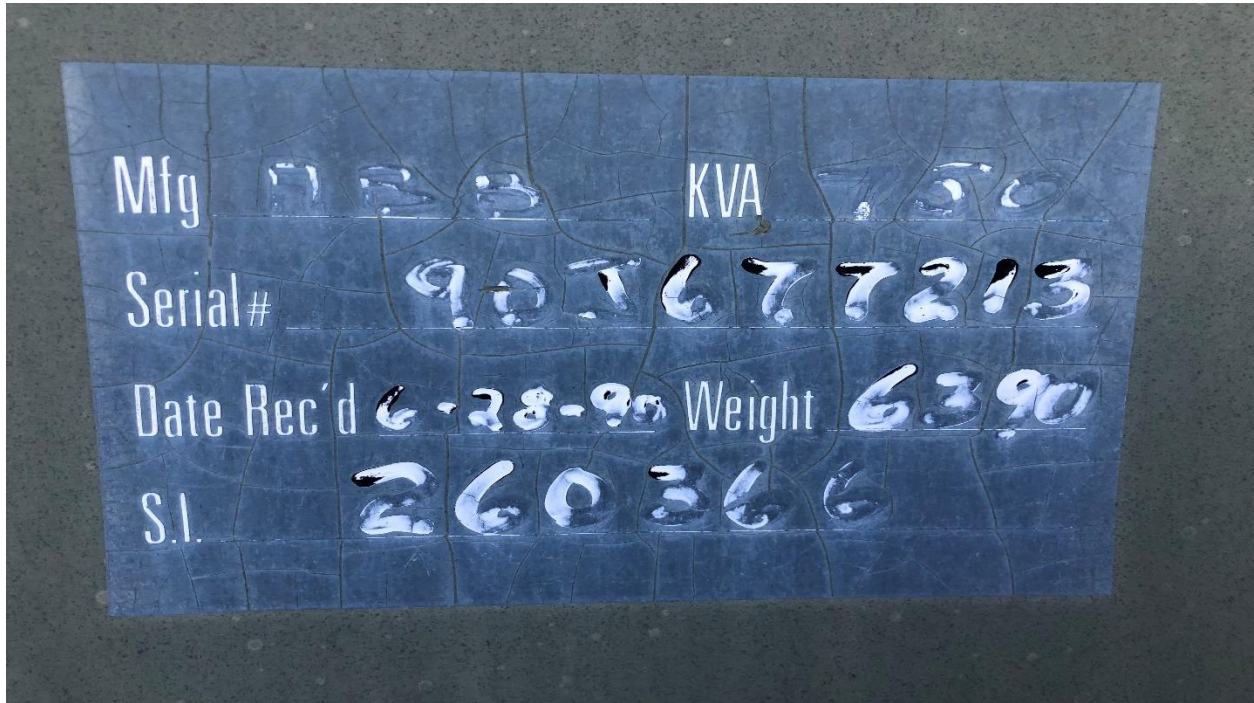
Courthouse Meter



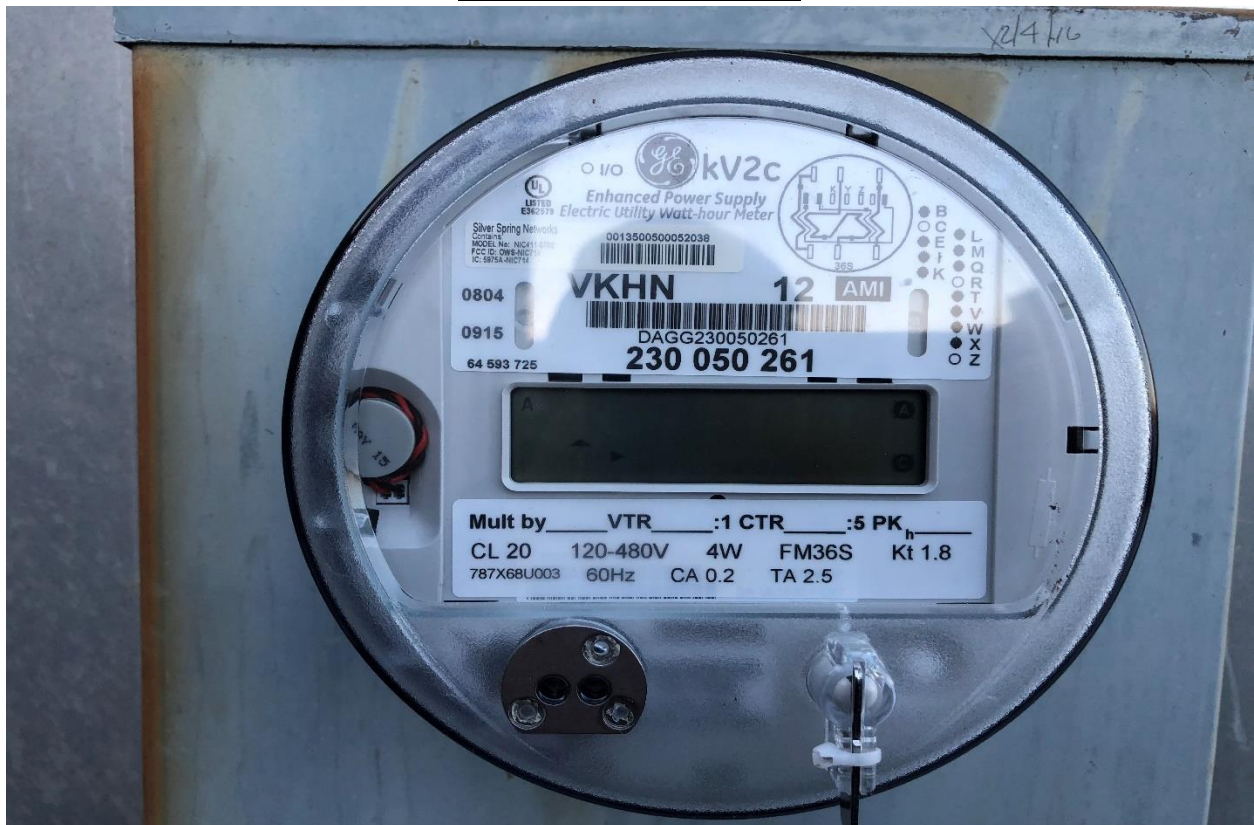
Public Safety Center Transformer



Public Safety Center Transformer Label



Public Safety Center Meter



County Health Building Transformer



County Health Building Meter

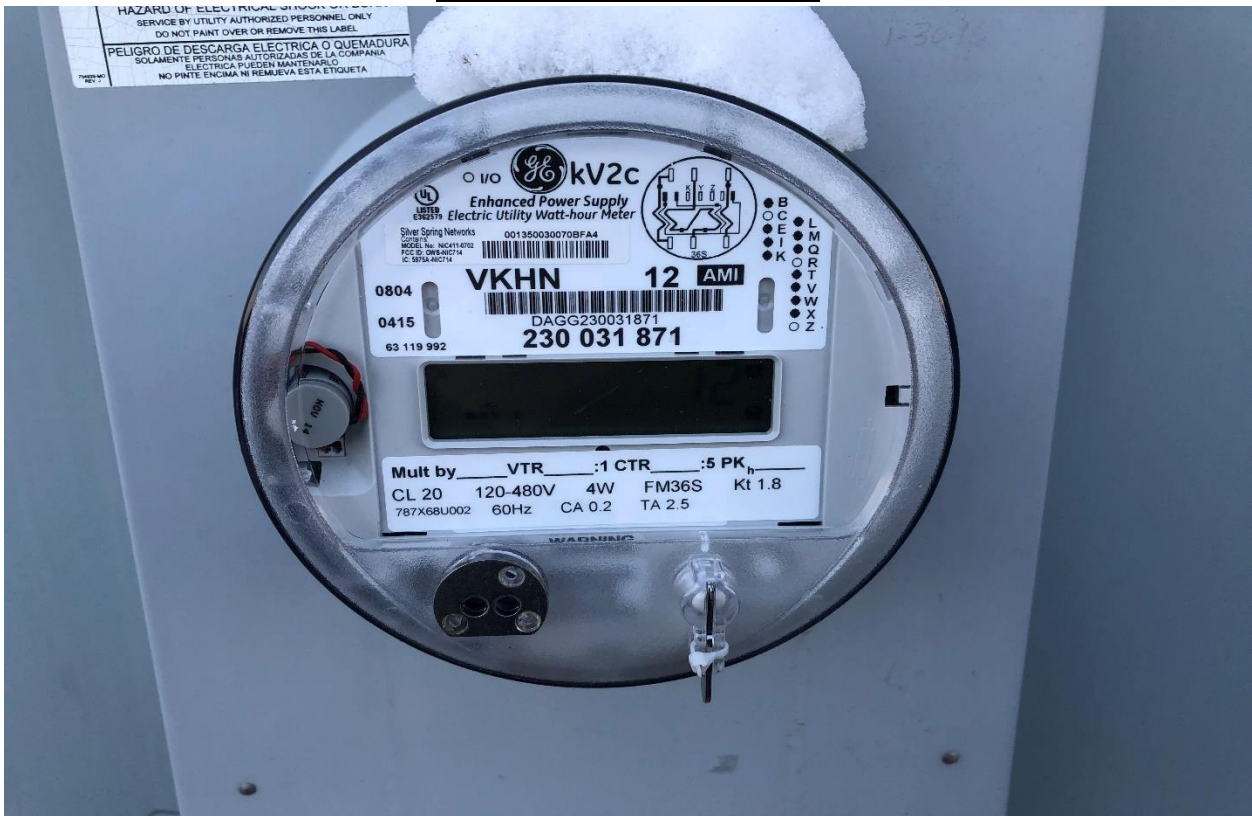


Exhibit D

Transformer Connection Information

See PDF attachments for Itemized Information