

## REQUEST FOR QUALIFICATIONS

RFP Click or tap here to enter text.

Issue Date: 2/3/2025

---

### 2 INTRODUCTION

3 Northern Illinois Council of Governments (**NorthCOG**) (also referred to as “Agency,”) requests a response  
4 from all qualified and responsible Respondents to design, build, operate, finance, and maintain solar  
5 photovoltaic (PV) systems to provide local government members with clean energy through both a Power  
6 Purchase Agreement Program (PPA Program) for on-site solar arrays and through a Utility-Scale Solar  
7 Program for off-site solar arrays. NorthCOG will accomplish this by establishing a preferred vendor or network  
8 of preferred vendors through this RFQ process. Vendors are invited to submit a response with their  
9 qualifications for consideration.

10

11 Responses will be evaluated by an internal steering committee to determine if respondents possess the  
12 required knowledge, expertise, and experience to satisfy the RFQ. The Agency may but is not required  
13 to, proceed with negotiations to determine the scope and deliverables of a PPA and Utility-Scale Solar  
14 Program.

15

16 Responses that do not adhere to the requirements herein may not be considered. Please read the entire  
17 solicitation package and submit a Response in accordance with the instructions. All forms and signature  
18 areas contained in the solicitation package must be completed in full.

19

### 20 ABOUT NORTHCOG

21 Northern Illinois Council of Governments (NorthCOG) is a 501(c)(6) nonprofit membership organization,  
22 staffed by and affiliated with Region 1 Planning Council, and comprised of elected and appointed  
23 leadership from regional municipalities, counties, schools, parks, and water districts. The organization  
24 represents a region defined by Winnebago, Boone, Ogle, and Stephenson Counties to help local  
25 governments modernize and innovate by way of shared procurement opportunities and other multi-  
26 jurisdictional partnerships and joint ventures.

27

### 28 REQUIREMENTS

29 **1. RESPONDENT QUALIFICATIONS.** The Respondent must have significant knowledge, expertise, and  
30 experience in executing power purchase agreements that include designing, financing, building,  
31 and maintaining solar infrastructure. The Respondent must also have the knowledge, expertise,  
32 and experience to create and expand this network of on and off-site solar infrastructure.  
33 Preference will be given for the purchase of distressed, tax-delinquent properties to install solar  
34 arrays from which participating local governments can purchase supplemental power.



- 35 **2. SPECIFIC REQUIREMENTS.** The Respondent must provide the following services at minimum:
- 36 a. Design, develop, build, operate, and maintain solar infrastructure at no cost to the local
- 37 government. These costs should be factored into the PPA Program, and can be recouped
- 38 through energy purchase contracts.
- 39 b. Supply clean energy to participating local governments at a discounted rate.
- 40 c. Evaluate historical electricity consumption of NorthCOG members’ individual
- 41 buildings/properties to calculate a preliminary savings estimate and provide a detailed
- 42 quote with an explanation of savings.
- 43 d. Provide options for on- and off-site solar development and power purchasing.
- 44 e. Comply with local utility interconnection rules and requirements.
- 45 f. Maintain flexibility in accommodating varying project scales and durations.
- 46 g. Offer a provision for PPA and Utility Scale Solar Program adjustments due to changes in
- 47 laws or regulations impacting a project.
- 48 h. Provide NorthCOG members with routine data and metrics regarding energy
- 49 production, consumption and maintenance activities related to a solar array system(s).
- 50

51 **3. RESPONDENT PERFORMANCE.** The Respondent commits to perform its obligations demonstrating

52 quality workmanship and completion of all work in a timely manner as shall be judged and

53 determined by NorthCOG-designated staff.

54

55 **QUALIFICATIONS**

56 *A written RFQ proposal must clearly state the following information, preferably in the following*

57 *prescribed outline:*

- 58 **1. CONTACT INFORMATION:**
- 59 Vendor Name (dba and legal if different)
- 60 • Description of current business
- 61 • Years in operation
- 62 • Number of staff
- 63 Contact name
- 64 • Office Phone
- 65 • Mobile Phone
- 66 • Business Email
- 67 **2. RESPONDENT’S SOLUTION TO MEET NORTHCOG REQUIREMENTS**
- 68 Describe the services the Respondent shall offer specific to this solicitation.
- 69 **3. QUALIFICATIONS**



Click or tap here to enter text.



70 Respondent should provide information establishing its qualifications to perform the services  
71 requested. Please provide qualifications of staff relevant to the delivery of services requested.

72 **4. REFERENCES:** Respondent must provide references from:

- 73 • three (3) established private firms, and
- 74 • three (3) government agencies,

75 other than the procuring Agency, who can attest to Respondent’s experience and ability to perform  
76 services subject to this solicitation. Respondent must provide the name, contact information, and a  
77 description of the services provided.

78

79 **INSTRUCTIONS FOR SUBMITTING RESPONSE**

80 **1. DESIGNATED CONTACT:** The individual listed in the “Designated Contact:” on the posting shall be the  
81 single point of contact for this solicitation. Unless otherwise directed, Respondents should only  
82 communicate with the Designated Contact. NorthCOG shall not be held responsible for information  
83 provided by or to any other person. Suspected errors should be immediately reported to the Designated  
84 Contact. Do not discuss, directly or indirectly, the solicitation or any Response with any officer or  
85 employee other than the Designated Contact.

86

**Designated Contact:** Kayla Gipson  
 Northern Illinois Council of Governments  
 127 N Wyman St, Ste 100, Rockford, IL 61101  
[KGipson@r1planning.org](mailto:KGipson@r1planning.org)

87

88

89

90

91

92 **2. PROCESS OF SOLICITATION**

93 The following is a general description of the solicitation process. NorthCOG may adjust this process, as  
94 needed, and makes no assurance or representation regarding the timing or schedule of the process.

EVENT		DATE, TIME (CST)
1.	RFQ Published	Feb. 17, 2025, (12:00 PM)
3.	Pre-submission Questions Accepted	March 3, 2025
4.	Questions and Answers Posted	March 17, 2025
5.	Responses Due and Opened	March 31, 2025, (12:00 PM)
6.	Responsiveness Determination	April 2, 2025
7.	Negotiation with Qualified Respondent(s)	April 7-11, 2025
8.	Selection of Preferred Respondents	April 14, 2025
9.	Additional Negotiation (if necessary)	April 18, 2025
10.	Notice of Award/Contract Execution	May 26, 2025



Click or tap here to enter text.



- 95 **3. PRE-SUBMISSION QUESTIONS AND AGENCY RESPONSE:** All questions, other than questions raised
- 96 at a Pre-Submission Conference, pertaining to this solicitation must be submitted *in writing* to the
- 97 Designated Contact. Questions received and NorthCOG responses may be posted as an Amendment
- 98 to the original solicitation on the website; only these posted answers to questions shall be binding on
- 99 NorthCOG. Respondents are responsible for monitoring posted updates.
- 100 **4. SUBMISSION OF RESPONSE:** Response must be received by the Due Date and Time specified herein
- 101 by electronic bid response submitted through DemandStar.com. Responses will be downloaded at
- 102 the time of response opening.
- 103 **5. ORGANIZATION.** Submissions are to be labeled as follows:

File	Contents
1	a) Qualifications b) Proposal/Statement of Work c) Acknowledgement of Terms d) Cover Letter that includes a brief description of the individual applicant or applicant firm, including type of firm or area of specialization, primary location of firm, year that firm was established, and applicant contact information. e) Supplemental information regarding applicant’s qualifications, including a summary or examples of relevant experience and work product. f) Relevant reports and studies the respondent will use to conduct its analysis. The respondent must also list the individuals or organizations they will be contacting.  <u>And, if applicable:</u> g) Request for Preference form h) Supplemental Materials i) Redacted Materials
2	a) Estimated Pricing ( <i>must be separate from all other materials</i> )

- 104
- 105 **6. EVALUATION:** NorthCOG determines how well Responses meet the Responsiveness requirements.
- 106 NorthCOG will rank qualifications, without consideration of price, from best to least qualified using
- 107 a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.
- 108 Respondents who fail to meet minimum requirements or who receive fewer than the minimum
- 109 required points, if any, will not be considered for evaluation and award.
- 110 NorthCOG considers the information provided and the quality of that information when evaluating
- 111 qualifications. If NorthCOG finds a failure or deficiency, NorthCOG may reject the submission or
- 112 reflect the failure or deficiency in the evaluation.
- 113 **7. RESPONSIVENESS:** A Responsive Respondent is one who submits and conforms in all material
- 114 respects to the Request for Qualifications, and includes **all required** forms.
- 115 a. NorthCOG will determine whether the qualifications meet the stated requirements.
- 116 Minor differences or deviations that have negligible impact on the suitability of the supply
- 117 or service to meet NorthCOG’s needs may be accepted or corrections allowed. If no



Click or tap here to enter text.



- 118 Respondent meets a particular requirement, NorthCOG may waive that requirement
- 119 b. When the specification calls for “Brand Name or Equal,” the brand name product is
- 120 acceptable. Other products will be considered with proof that the other product meets
- 121 the stated specifications and is equivalent to the brand product in terms of quality,
- 122 performance, and desired characteristics.
- 123 c. NorthCOG will determine whether the qualifications comply with the instructions for
- 124 submitting qualifications. Except for late submissions, and other requirements that by law
- 125 must be part of the submission, NorthCOG may require that a Respondent correct any
- 126 deficiencies as a condition of further evaluation.
- 127 **8. RESPONSIBILITY:** A responsible Respondent is one who has the capability in all respects to
- 128 perform fully the PPA Program requirements and who has the integrity and reliability that will
- 129 assure good faith performance. NorthCOG determines whether the Respondent is a “responsible”
- 130 Respondent; a Respondent with whom NorthCOG can or should do business. For example,
- 131 NorthCOG may consider the following:
- 132 a. A “prohibited bidder” includes any person assisting an employee of NorthCOG by reviewing,
- 133 drafting, directing, or preparing any invitation for bids, a request for qualifications, or a request
- 134 of information, or providing similar assistance unless such assistance was part of a publicly
- 135 issued opportunity to review drafts of all or part of these documents. For purposes of this
- 136 section, an employee of NorthCOG means one who, by the nature of his or her duties, has the
- 137 authority to participate personally and substantially in the decision to award a contract. No such
- 138 person or business shall submit specifications to an agency unless requested to do so by
- 139 NorthCOG. No person or business that contracts with the agency to write specifications for a
- 140 particular procurement need shall submit a bid or proposal or receive a contract for that
- 141 procurement need.
- 142 b. Nothing herein is intended to prohibit a vendor from bidding or a Respondent from supplying
- 143 developing technology, goods, or services after providing NorthCOG with a demonstration of
- 144 the developing technology, goods, or services; provided the subject of the demonstration to
- 145 NorthCOG represents industry trends and innovation and is not specifically designed to meet
- 146 NorthCOG's needs. Nothing herein is intended to prohibit a person or business from submitting
- 147 a bid or Proposal or entering into a contract if the person or business: (i) initiates a
- 148 communication with an employee to provide general information about products, services, or
- 149 industry best practices and, if applicable, that communication is documented in accordance with
- 150 Section 50-39 of the Illinois Procurement Code or (ii) responds to a communication initiated by
- 151 an employee of NorthCOG for the purposes of providing information to evaluate new products,
- 152 trends, services, or technologies.
- 153 c. Other factors that NorthCOG may evaluate to determine responsibility include but are not
- 154 limited to: political contributions, certifications, conflict of interest, financial disclosures,



Click or tap here to enter text.



155 taxpayer identification number, past performance in business or industry, references (including  
156 those found outside the submission), compliance with applicable laws, financial responsibility,  
157 insurability, effective equal opportunity compliance, payment of prevailing wages if required by  
158 law, capacity to produce or sources of supply, and the ability to provide required maintenance  
159 service or other matters relating to the Respondent’s ability to deliver in the quality and  
160 quantity within the time as specified in this solicitation.

161 d. Awarded Respondents must at all times have financial resources sufficient, in the opinion of  
162 NorthCOG, to ensure the performance of the contract and must provide proof upon request.  
163 NorthCOG may require a performance bond if, in the opinion of NorthCOG, it ensures the  
164 performance of the contract. NorthCOG may terminate the contract, consistent with the  
165 termination for cause provision of the contract, if the vendor lacks the financial resources to  
166 perform under the contract.

167 e. NorthCOG may require that a Respondent correct any deficiencies as a condition of further  
168 evaluation.

169 **ACKNOWLEDGEMENT OF TERMS**

170 *Attached this form to your response.*

171 **1. PUBLICATION:** NorthCOG publishes procurement information, including solicitations, awards, and  
172 amendments, to its website at <http://r1planning.org/procurement> and DemandStar at [www.demandstar.com](http://www.demandstar.com).  
173 Respondent is responsible for monitoring the site for updated information. If NorthCOG provides  
174 information on its website that is different or in conflict with the information entered in  
175 DemandStar, then the information on the NorthCOG website is presumed to represent NorthCOG’s  
176 intent.

177 **2. RESPONDENT PERFORMANCE.** The vendor agrees to perform its obligations demonstrating quality  
178 workmanship and completion of all work in a timely manner as shall be judged and determined by  
179 NorthCOG-designated staff.

180 **3. TERMINATION FOR CAUSE:** NorthCOG may terminate the contract, in whole or in part, immediately  
181 upon notice to the Vendor if: (a) NorthCOG determines that the actions or inactions of the Vendor,  
182 its agents, employees, or subcontractors have caused, or reasonably could cause, jeopardy to health,  
183 safety, or property, or (b) the Vendor has notified NorthCOG that it is unable or unwilling to perform  
184 the contract.

185 1. If the Vendor fails to perform any material requirement of the contract to NorthCOG’s  
186 satisfaction, it is in violation of a material provision of the contract. If NorthCOG determines  
187 that the Vendor lacks the financial resources to perform the contract, then NorthCOG shall  
188 provide written notice to the Vendor to cure the problem identified within the period of time  
189 specified in NorthCOG’s written notice. If not cured by that date NorthCOG may either: (a)  
190 immediately terminate the contract without additional written notice or (b) enforce the  
191 terms and conditions of the contract.



Click or tap here to enter text.



192 2. For termination due to any of the causes contained in this Section, NorthCOG retains its  
193 rights to seek any available legal or equitable remedies and damages.

194 **4. TERMINATION FOR CONVENIENCE:** NorthCOG may, for its convenience and with thirty (30) days'  
195 prior written notice to Vendor, terminate the contract in whole or in part and without payment of  
196 any penalty or incurring any further obligation to the Vendor. Upon submission of invoices and proof  
197 of claim, the Vendor shall be entitled to compensation for supplies and services provided in  
198 compliance with the contract up to and including the date of termination.

199 **5. PAYMENT TERMS AND CONDITIONS**

200 1. **LATE PAYMENT:** Payments, including late payment charges, will be paid in accordance with  
201 the State of Illinois Prompt Payment Act and rules when applicable. Payment terms  
202 contained in Vendor's invoices shall have no force or effect.

203 2. **EXPENSES:** Prior to the execution of a contract by the Parties, even if the effective date of  
204 the contract is prior to execution, NorthCOG will not pay for supplies provided or services  
205 rendered, including related expenses, incurred.

206 3. **PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance  
207 with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its  
208 suppliers and subcontractors according to the terms of their respective contracts, and (iv)  
209 provide lien waivers to NorthCOG upon request. Examples of prevailing wage categories  
210 include public works, printing, janitorial, window washing, building and grounds services, site  
211 technician services, natural resource services, security guard and food services. The  
212 prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on  
213 DOL's official website, which shall be deemed proper notification of any rate changes under  
214 this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or  
215 (<https://www2.illinois.gov/idol/Pages/default.aspx>) to ensure understanding of prevailing  
216 wage requirements.

217 **6. SUBCONTRACTING**

218 1. Subcontractors are not allowed. A subcontractor is a person or entity that enters into a  
219 contractual agreement with a total value of \$50,000 or more with a person or entity who has  
220 a contract subject to the Illinois Procurement Code pursuant to which the person or entity  
221 provides some or all of the goods, services, real property, remuneration, or other monetary  
222 forms of consideration that are the subject of the primary contract, including subleases from  
223 a lessee of a contract. If subcontractors are to be utilized, Respondent must identify  
224 subcontractors expected to receive \$50,000 or more annually under the contract and  
225 disclose the expected amount of money each will receive.

226 **7. NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or  
227 enforce a right does not waive that Party's right to exercise or enforce that or other rights in the  
228 future.







- 229 **8. FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by  
 230 unforeseeable circumstances beyond its reasonable control and not due to its negligence including  
 231 acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental  
 232 prohibition. The non-declaring Party may cancel the contract without penalty if performance does  
 233 not resume within thirty (30) days after the declaration.
- 234 **9. USE AND OWNERSHIP:** All work performed or supplies created by Vendor under the contract,  
 235 whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-  
 236 hire under copyright law and all intellectual property and other laws. NorthCOG does not waive its  
 237 right to sole and exclusive ownership for all such work, unless otherwise agreed in writing. Vendor  
 238 acknowledges NORTHCOG may use the work product for any purpose. Confidential data or  
 239 information contained in such work shall be subject to the confidentiality provisions of the contract.
- 240 **10. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless NorthCOG, its  
 241 agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses,  
 242 losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted  
 243 attorneys’ fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its  
 244 certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death  
 245 or injury to any person, damage to any real or personal property, or any other damage or loss claimed  
 246 to result in whole or in part from Vendor’s negligent performance; (c) any act, activity or omission of  
 247 Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or  
 248 alleged claim that the services or goods provided under the contract infringe, misappropriate, or  
 249 otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a  
 250 third party. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 251 **11. INSURANCE:** Vendor shall, at all times during the term of the contract and any renewals or  
 252 extensions, maintain and provide a Certificate of Insurance naming NorthCOG as an additional  
 253 insured for all required bonds and insurance. Certificates may not be modified or canceled until at  
 254 least thirty (30) days’ notice has been provided to NorthCOG. Vendor shall provide: (a) General  
 255 Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit  
 256 Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including  
 257 Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in the  
 258 amount of \$1,000,000 per occurrence; and (c) Worker’s Compensation insurance in the amount  
 259 required by law. Insurance shall not limit Vendor’s obligation to indemnify, defend, or settle any  
 260 claims.
- 261 **12. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or  
 262 employee of, or joint venturer with NorthCOG. All payments by NorthCOG shall be made on that  
 263 basis.
- 264 **13. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by NorthCOG  
 265 during the term of the contract to perform any work under the contract. Vendor shall give notice



Click or tap here to enter text.





- 266 immediately to the Agency’s director if Vendor solicits or intends to solicit NorthCOG employees to  
267 perform any work under the contract.
- 268 **14. BACKGROUND CHECK:** Whenever NorthCOG deems it reasonably necessary for security reasons,  
269 NorthCOG may conduct, at its expense, criminal and driver history background checks of Vendor’s  
270 and subcontractor’s officers, employees or agents. Vendor or subcontractor shall immediately  
271 reassign any individual who, in the opinion of NorthCOG, does not pass the background checks.
- 272 **15. APPLICABLE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all  
273 applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and  
274 all license and permit requirements in the performance of the contract. Vendor shall be in  
275 compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor  
276 shall obtain at its own expense, all licenses and permissions necessary for the performance of the  
277 contract. Furthermore, the contract shall be construed in accordance with and is subject to the laws  
278 and rules of NorthCOG.
- 279 **16. EQUAL OPPORTUNITY:** The Department of Human Rights’ Equal Opportunity requirements are  
280 incorporated by reference. 44 ADM. CODE 750.
- 281 **17. OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference.
- 282 **18. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising  
283 under Federal or State antitrust laws relating to the subject matter of the contract, then upon request  
284 of the Illinois Attorney General, Vendor shall assign to NorthCOG all of Vendor’s rights, title and  
285 interest in and to the claim or cause of action.
- 286 **19. CONTRACTUAL AUTHORITY:** The Agency that signs the contract on behalf of NorthCOG shall be the  
287 only entity responsible for performance and payment under the contract. When an Agency  
288 representative signs, they do so as approving officer and shall have no liability to Vendor.
- 289 **20. EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary  
290 business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract  
291 with the Agency if that business or any member of the unitary business group is an expatriated entity.
- 292 **21. NOTICES:** Notices and other communications provided for herein shall be given in writing via  
293 electronic mail whenever possible. If transmission via electronic mail is not possible, then notices  
294 and other communications shall be given in writing via registered or certified mail with return receipt  
295 requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable  
296 carrier), showing the date and time of successful receipt. Notices shall be sent to the individuals who  
297 signed the contract using the contact information following the signatures. Each such notice shall be  
298 deemed to have been provided at the time it is actually received. By giving notice, either Party may  
299 change its contact information.
- 300 **22. MODIFICATIONS AND SURVIVAL:** Amendments, modifications, and waivers must be in writing and  
301 signed by authorized representatives of the Parties. Any provision of the contract officially declared  
302 void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be



Click or tap here to enter text.



303 interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their  
304 nature would be expected to survive, shall survive termination. In the event of a conflict between  
305 NorthCOG's and the Vendor's terms, conditions and attachments, NorthCOG's terms, conditions, and  
306 attachments shall prevail.

307 **23. PERFORMANCE RECORD/SUSPENSION:** Upon request of NorthCOG, Vendor shall meet to discuss  
308 performance or provide contract performance updates to help ensure proper performance of the  
309 contract. NorthCOG may consider Vendor's performance under the contract and compliance with  
310 law and rule to determine whether to continue the contract, whether to suspend Vendor from doing  
311 future business with NorthCOG for a specified period of time, or whether Vendor can be considered  
312 responsible on specific future contract opportunities.

313 **24. FREEDOM OF INFORMATION ACT:** The contract and all related public records maintained by,  
314 provided to, or required to be provided to NorthCOG are subject to the Illinois Freedom of  
315 Information Act notwithstanding any provision to the contrary that may be found in the contract. 5  
316 ILCS 140.

317 **25. SCHEDULE OF WORK:** Any work performed on premises shall be performed during the hours  
318 designated by NorthCOG and performed in a manner that does not interfere with NorthCOG and its  
319 personnel.

320 **26. WARRANTIES FOR SUPPLIES AND SERVICES**

321 a. Vendor warrants that the supplies furnished under the contract will: (a) conform to the standards,  
322 specifications, drawings, samples or descriptions furnished by NorthCOG or furnished by the  
323 Vendor and agreed to by NorthCOG, including but not limited to all specifications attached as  
324 exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for  
325 a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended  
326 use; (c) comply with all Federal and State laws, regulations, and ordinances pertaining to the  
327 manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free  
328 and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other  
329 intellectual property rights of any third party. Vendor agrees to reimburse NorthCOG for any  
330 losses, costs, damages or expenses, including without limitation, reasonable attorneys' fees and  
331 expenses arising from failure of the supplies to meet such warranties.

332 b. Vendor shall ensure that all manufacturers' warranties are transferred to NorthCOG and shall  
333 provide to NorthCOG copies of such warranties. These warranties shall be in addition to all other  
334 warranties, express, implied, or statutory, and shall survive NorthCOG's payment, acceptance,  
335 inspection, or failure to inspect the supplies.

336 c. Vendor warrants that all services will be performed to meet the requirements of the contract in  
337 an efficient and effective manner by trained and competent personnel. Vendor shall monitor the  
338 performance of each individual and shall immediately reassign any individual who does not





339 perform in accordance with the contract, who is disruptive or not respectful of others in the  
340 workplace, or who in any way violates the contract or State policies.

341 **27. REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify  
342 NorthCOG of any event that may have a material impact on the Vendor’s ability to perform the  
343 contract.

344 **28. EXCEPTIONS AND PROVISIONS.** Exceptions (*if applicable*) must be provided on the Acceptance of  
345 Terms form or must be in a substantially similar format. NorthCOG discourages taking exceptions.  
346 State law shall not be circumvented by the exception process. Exceptions may result in rejection of  
347 the Proposal. Additional terms and conditions to contracting may be submitted in Supplemental  
348 Provisions.

349  
350 Respondent agrees with the terms and conditions set forth in NorthCOG Request for Proposal, including  
351 the standard terms and conditions, provisions, certifications, and disclosures, with the following  
352 exceptions (if any). Requested modifications to terms, conditions, or provisions here:

353 \_\_\_\_\_  
354

---

355 *\*\*Reference the line number and state the modification such as “add,” “replace,” or “delete.”\*\**

356  
357 **29. RESPONDENT ACKNOWLEDGEMENT OF TERMS**

358 Excluding certifications required by statute to be made by the Respondent, both Parties agree that all  
359 of the duties and obligations that the Respondent owes to the Agency for the work performed shall  
360 be pursuant to the solicitation, resulting contract, and Respondent’s exceptions accepted by  
361 NorthCOG thereto as set forth herein.

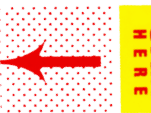
362 Respondent hereby acknowledges the terms as provided within the request for proposals.

363  
364 Signature of Authorized Representative: \_\_\_\_\_

365 Printed Name of Signatory: \_\_\_\_\_

366 Position: \_\_\_\_\_

367 Date: \_\_\_\_\_  
368



369  
370 **Required: Attach to submission**



Click or tap here to enter text.