



STATE OF NORTH CAROLINA

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

Invitation for Bid #: 3000011969

Description: (AFFF) DESTRUCTION PILOT PROGRAM SERVICES CONTRACT

Date of Issue: 10-08-2024

Mandatory Site Visit: Not Required

Opportunity to submit written questions: Yes, see paragraph 2.6

Bid Submission/Opening Date: 11-01-2024, @ 1:00 PM EST

Direct all inquiries concerning this IFB to:

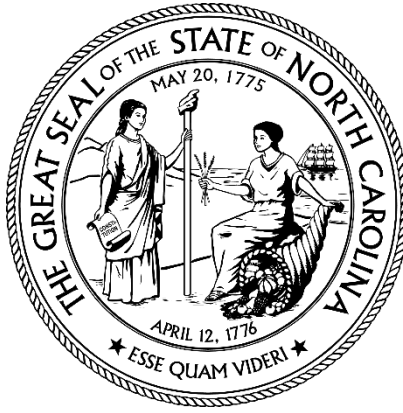
Mark Thomas Sillman

Associate Director Purchasing Services

Email: mark_sillman@unc.edu

**Read Entire IFB Carefully Because Failure to Fill Out the Appropriate Spaces
and Return the Required Attachments
May Eliminate Your Response from Further Consideration**

3000011969



STATE OF NORTH CAROLINA

Invitation for Bid

3000011969

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.
Failure to do so may subject your bid to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

Electronic responses ONLY will be accepted for this solicitation.

<h2 style="margin: 0;">STATE OF NORTH CAROLINA</h2> <h3 style="margin: 0;">The University of North Carolina at Chapel Hill</h3>	
Refer <u>ALL</u> Inquiries regarding this IFB to: <i>See front cover</i>	Invitation for Bid #: 3000011969 Bids will be publicly opened: 11-01-2024 @ 1:00 PM EST
Using Agency: UNC-CH Requisition No.: 1000989912	

EXECUTION

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **UNIVERSITY'S GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF SERVICES GOVERN THIS PROCUREMENT incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Bid Number: 3000011969

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BIDS

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The **UNIVERSITY'S GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF SERVICES GOVERN THIS PROCUREMENT** are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of The University of North Carolina at Chapel Hill)

Contents

- 1.0 PURPOSE AND BACKGROUND5**
- 1.1 CONTRACT TERM7**
- 2.0 GENERAL INFORMATION.....7**
- 2.1 INVITATION FOR BID DOCUMENT5**
- 2.2 E-PROCUREMENT FEE5**
- 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS.....5**
- 2.4 IFB SCHEDULE6**
- 2.5 SITE VISIT or PRE-BID CONFERENCE6**
- 2.6 BID QUESTIONS.....6**
- BID SUBMITTAL.....6**
- 2.7 BID CONTENTS7**
- 2.8 ALTERNATE BIDS.....8**
- 2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS.....8**
- 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS9**
- 3.1 METHOD OF AWARD9**
- 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....9**
- 3.3 BID EVALUATION PROCESS9**
- 3.4 PERFORMANCE OUTSIDE THE UNITED STATES10**
- 3.5 INTERPRETATION OF TERMS AND PHRASES.....10**
- 4.0 REQUIREMENTSError! Bookmark not defined.**
- 4.1 PRICING.....Error! Bookmark not defined.**
- 4.2 INVOICES.....12**
- 4.3 FINANCIAL STABILITY12**
- 4.4 HUB PARTICIPATION12**
- 4.5 REFERENCES12**
- 4.6 BACKGROUND CHECKS.....12**
- 4.7 PERSONNEL.....14**
- 4.8 VENDOR’S REPRESENTATIONS15**
- 5.0 SPECIFICATIONS AND SCOPE OF WORK15**
- 6.0 CONTRACT ADMINISTRATION.....17**
- 0CONTRACT MANAGER AND CUSTOMER SERVICE.....17**

6.2 POST AWARD PROJECT REVIEW MEETINGS18

6.3 CONTINUOUS IMPROVEMENT18

6.4 PERIODIC STATUS REPORTS18

6.5 ACCEPTANCE OF WORK.....18

7.0 ATTACHMENTS19

ATTACHMENT A: PRICING.....19

ATTACHMENT B: INSTRUCTIONS TO VENDORS19

ATTACHMENT C: THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL GENERAL TERMS & CONDITIONS.....19

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.....19

ATTACHMENT E: CUSTOMER REFERENCE FORM19

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR19

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION19

1.0 PURPOSE AND BACKGROUND

1.1 PURPOSE:

This Invitation for Bids (IFB) is being issued to obtain proposals from qualified vendors so as to enter into a contract with one or more of them to provide a Aqueous Film Forming Foam (AFFF) Destruction Pilot Program for the University of North Carolina at Chapel Hill (UNC-CH). It is the intent of UNC-CH to establish contracts with one or more responsible Contractors for these services.

A University issued Purchase Order and/or Change Order is the only authorization to proceed with work. The University reserves the right to request a Not-To-Exceed cost on all projects before any work is agreed upon.

1.2 CONTRACT TERM

This contract shall be binding on the parties from the time of contract award through the completion of the project but shall not exceed 10 years in total length for work required under the scope of work and shall be complete when final payment has been made.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

This IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

This section was intentionally omitted.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the University determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The University may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the University rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The University may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

2.4 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The University will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	University	10-08-2024
Hold Pre-Bid Meeting/Site Visit	University	N/A
Submit Written Questions	Vendor	NLT 10-16-2024 @ 1:00 PM EST
Provide Response to Questions	University	ASAP
Submit Bids	Vendor	NLT 11-01-2024 @ 1:00 PM EST
Contract Award	University	ASAP

2.5 SITE VISIT or PRE-BID CONFERENCE

This section was intentionally omitted.

2.6 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Written questions shall be emailed to mark_sillman@unc.edu by the date and time specified above as an *MS WORD Document*. Vendors should enter “IFB # 3000011969: Questions” as the subject line for the email to ensure proper and prompt responses. All submittals for questions should include a reference to the applicable section in the IFB to which raises the question and be submitted in the format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

All questions received prior to the submission deadline date, the University’s response, and any additional terms deemed necessary by the University shall be sent in the form of an addendum via email to all those that asked questions, as well as to the original vendors on the bid list, and shall become an Official Addendum to this IFB. No information, instruction or advice provided orally or informally by any University personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

2.7 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. The time and date of receipt will be electronically recorded. Any bid or portion thereof received after the bid deadline will be rejected.

All proposal responses shall be submitted via email to mark_sillman@unc.edu by the date and time specified above.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor’s bids(s). Vendors are strongly encouraged to allow sufficient time to upload bids.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors responding to this IFB periodically check their email for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

2.8 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the University rejecting Vendor's bid, in the University's sole discretion. The University reserves the right to request updated information at any time following the issuance of a Purchase Order.

Vendor IFB responses shall include the following items and attachments, which shall be arranged in the following order:

- a) The Offeror shall provide a list of clients (a minimum of one and a maximum of three) that the Collaboratory may contact as part of the proposal review and selection process.
- b) The Offeror shall provide resumes of all personnel that will be involved in the performance of this contract.
- c) The Offeror shall furnish proof that it has experience in processing more than 1,000 gallons of total AFFF for the initial test portion.
- d) The Offeror shall furnish evidence that it is capable of breakdown of targeted PFAS into inorganic fluoride and having no residual targeted PFAS emitted as an effluent less than 1% ($\pm 1\%$) of the original non-diluted AFFF (determined utilizing EPA Method 1633 for aqueous effluent and EPA OTM-45 for gaseous effluent). The final liquid waste stream created by the vendor through its destruction process may require additional treatment technology for safe and legal disposal. In addition to the EPA National Primary Drinking Water Regulation MCLs for six PFAS (PFOA, PFOS, PFHxS, PFNA, HFPO-DA, and PFBS), the Collaboratory's goal is to ensure all other targeted PFAS found within its AFFF inventory are at a concentration of ≤ 10 ppt at the time of liquid effluent disposal (as determined by EPA Method 1633).
- e) The Offeror shall provide the location of their main office (headquarters) and the location of their facility where the AFFF destruction will take place, which may be in different places, and which may be located outside of the State of North Carolina (per Section 8.16.(a)(1)(b) of North Carolina Session Law 2023-134).
- f) The Offeror shall furnish evidence of prior experience working with and destroying AFFF. Ideally, vendors should describe the number of projects, previous/existing clients, volume of AFFF destroyed, types of PFAS destroyed, and any other information relevant to this pilot initiative.
- g) The Offeror shall provide a detailed AFFF-specific data demonstrating efficacy of the proposed technology (e.g., types of PFAS, concentrations of both influent and effluent, flow rate, etc.). This should include demonstrated capacity for destroying PFAS into inorganic fluoride and having no residual targeted PFAS emitted as an effluent less than 1% ($\pm 1\%$) of the original non-diluted AFFF (determined utilizing EPA Method 1633 for liquid effluent and EPA OTM-45 for gaseous effluent).
- h) The Offeror shall provide the location of their destruction site for this pilot project located within the United States. And if different the location they will be using for the follow-on work.
- i) The Offeror shall be responsible for the final concentrations of liquid effluent (post destruction) created by the vendor through its destruction process may need to undergo further PFAS removal via additional technologies in order to meet regulatory requirements (federal, state, and local). In addition, the Collaboratory will require all liquid waste stream concentrations to meet the EPA National Drinking Water Standard Final Maximum Contaminant Level (MCL) requirements for the following PFAS: PFOA ≤ 4 ppt; PFOS ≤ 4 ppt; PFHxS ≤ 10 ppt; PFNA ≤ 10 ppt; HFPO-DA, commonly known as GenX Chemicals) ≤ 10 ppt; and mixtures containing two or more of PFHxS, PFNA, HFPO-DA, and PFBS meeting the hazard index requirement of ≤ 1 (unitless). The costs required to achieve these final liquid waste standards (as determined utilizing EPA Method 1633) may be included in the scope of work and budget justification in response to this IFB.
- j) The Offeror shall provide a capability narrative on the anticipated ability and timeline to destroy up to 60,000 gallons of AFFF in the event that the selected vendor proceeds beyond this pilot project and performs full-scale destruction for all foam collected through this take-back program.
- k) The Offeror shall provide proof of regulatory authorization to carry out the terms of AFFF destruction outlined in this IFB at the location designated by the vendor (including local, State, and federal regulatory compliance).
- l) The Offeror shall provide proof of Insurance documentation to demonstrate sufficient coverage for any event that results in liability that may occur during collection and transportation of AFFF.
- m) The Offeror shall be responsible for providing analytical data of influent and effluent including, but not limited to, types of PFAS, concentration of PFAS, and TOF measurements.
- n) The Offerors who propose to participate in this pilot program must be prepared to provide evidence of: If selected for funding, the vendor must also provide the following during the project performance period:

- Access for independent academic research teams to the destruction site to observe AFFF handling and the destruction process, and independently measure and verify influent and effluent compounds and concentrations (this research will be funded separately by the Collaboratory, and all results will be made available to the vendor).
 - The Collaboratory and its academic research partners reserve the right to access the destruction site within 24 hours of notification to the vendor and understands that this access should require escort by the vendor and compliance with its safety and proprietary information standards.
 - All services necessary for the pick-up, handling, safe transportation, treatment, and destruction of up to 60,000 gallons of AFFF from North Carolina.
- o) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- p) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- q) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- r) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- s) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- t) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid # ___ [for 'name of Vendor']". Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid. Each bid must be complete and independent of other bids offered.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference. Additionally, the ones listed below are specific to this type of work for this contract.

- a) Job or Job Package is that set of documents used to describe the work to be performed for each individual order placed against this contract. The Job Package will include a verbal or written description of the work and may also include a drawing. The description of work may be a set of specifications or a description. These are meant to be complementary. That which is shown on the drawings or called for in the description of work shall be as binding as if it were both called for and shown. The intent of the Job Package documents is to establish the scope of the work necessary to provide a complete job.
- b) At such time as an order is placed in accordance with the terms of this specification, the Contractor's estimated costs submitted to the Contract Administrator shall be termed a Proposal. That Proposal is subject to negotiation and may be rejected if the Contract Administrator and Contractor are unable to agree on a price. If a Proposal is rejected, the Contract Administrator may accomplish the work by other independently requested proposals from another Contractor.
- c) Work shall include labor, material, equipment, tools, and transportation required for emergency spill response services.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the University shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the University's best interest.

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents. .

While the intent of this IFB is to award a Contract(s) to a single Vendor, the University reserves the right to make separate awards to different Vendors, or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the University to do so.

The University reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's bid or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The University will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the University reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the University.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is

authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a vendor's pricing position.

The process that will be used shall be.

- A. Overall experience and qualifications of the Offeror and proposed personnel
- B. Experience and/or credentials in providing the professional services required
- C. Performance of the Offeror as evaluated by the references supplied
- D. Award shall be made to the proposal that is most advantageous to the University.

All bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the University will make Award(s) based on the evaluation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the University.

The University reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the University.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the University may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the University:

- a) Level of quality provided by the Vendor as demonstrated by the references provided
- b) Level of experienced personnel provided by the Vendor
- c) Availability of necessary equipment and pertinent skills to operate said equipment

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the University; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the University will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the University's needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the University exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the University to receive a better bid, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Bid Questions Section above.

4.1 PRICING SCENARIOS

Because this is the first time a comprehensive, statewide effort has been undertaken to identify, collect, and destroy AFFF, there are numerous assumptions needing to be made in order for a vendor to submit a proposal that includes:

- The Collaboratory expects up to 60,000 total gallons of AFFF will be collected and need to be destroyed.
- The Collaboratory hopes to select multiple vendors utilizing multiple technologies for AFFF destruction and independently verify the efficacy of each; and
- The Collaboratory assumes they will select no fewer than two but no more than eight vendors for AFFF destruction services.

Therefore, the Collaboratory recommends addressing multiple pricing scenarios:

1. The cost of carrying out the initial 1,000-gallon preliminary validation phase that will be required for all selected vendors; and
2. A low-volume scenario (eight vendors chosen to destroy 60,000 gallons = 6,500 remaining gallons after preliminary validation of 1,000 initial gallons); and
3. A moderate volume scenario (four vendors chosen to destroy 60,000 gallons = 14,000 remaining gallons after preliminary validation of 1,000 initial gallons); and
4. A high-volume scenario (two vendors chosen to destroy 60,000 gallons = 29,000 remaining gallons after preliminary validation of 1,000 initial gallons).

PRICING: Vendors should offer a total price for their participation in this pilot project based on the following:

- A preliminary validation test will destroy 1,000 gallons of AFFF, with the potential for scaling up to a volume that could range between 5,000 to 20,000 additional gallons (dependent on how many vendors are selected to participate in this project). The suggested pricing format is a per-gallon charge, but other formats will be accepted (see subheadings Preliminary Validation of Technological Efficacy of PFAS Destruction and Pricing Assumptions subheadings under Project Scope above);
- The destruction method should be capable of destroying PFAS such as, but not limited to, PFBA, PFDA, PFDoA, PFHpA, PFHxA, PFNA, PFOA, PFPeA, PFTrDA, PFUnA, PFBS, PFDS, PFHpS, PFHxS, PFNS, PFOS, PFOSA, and PFPeS.
- Total Organic Fluorine (TOF) concentrations of AFFF are assumed to likely range between 2,200 and 45,000 milliliters of fluorine per liter (mg F/L) or between 0.22 and 4.5%.
- The vendor will be responsible for transporting AFFF containers from storage facilities in North Carolina to the location of their destruction equipment. Based on early observations from early AFFF takeback operations, it should be assumed that approximately 90% of AFFF containers will be five-gallon plastic buckets, and the remaining miscellaneous containers will include 55-gallon metal and/or plastic drums and carboys of various sizes.
- The vendor will be responsible for the safe and legal disposal of aqueous effluent (and the per-gallon price of this disposal may be included in the budget for this project). The vendor shall also show proof of regulatory authorization for this disposal (including local, State, and federal regulatory compliance);
- The vendor should assume that 1,000 gallons of AFFF will be available as soon as contract/PO is approved in Quarter 1 (Q1 2025) with 5,000 additional gallons available to pick up, transport, and destroy in Q2, Q3, and Q4 2025 (although the Collaboratory reserves the right to accelerate the timeline based on the magnitude and frequency of AFFF takeback operations in partnership with OSFM).
- The vendor will be required to keep track of barcodes placed on the outside of each AFFF container that have been provided by the takeback program team and will enable independent validation of destruction performance.
- The vendor is authorized to include a contingency fee in their proposed budget (but said fee may not be greater than 15% of the total projected budget).

Note: That funding has not been stated because this is not a time-limited funding stream. A maximum funding ceiling is not being offered publicly at this time so as not to influence vendor pricing submittals.

4.2 INVOICES

Vendor shall invoice the University. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the University with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The University is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the University within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is University policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 REFERENCES

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The University *may* contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained *may* be considered in the evaluation of the Bid.

4.6 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this IFB may be required to undergo a background check at the expense of the Vendor, if so, requested by the University.

4.6.1 GENERAL INFORMATION: It is the policy of the University to provide a safe environment for University Government employees to work. Due to the Contract requirements, the University requires criminal background checks of awarded Vendors, including but not limited to owners, employees, agents, representatives, subcontractors, and all personnel of their respective companies. All costs and expenses associated with criminal background checks are the responsibility of the Vendor.

The following requirements must be met:

- a) Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.
- b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal

background check information shall be first thoroughly reviewed by the Vendor and then sent to the Contract Administrator for review and approval. Out of state searches shall be required for persons living in the state of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.

- c) A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor's criminal checks.
- d) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator with a criminal background check before the individual can be approved for work. Persons without approved criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
- e) The University may require the Vendor to exclude the Vendor's employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
- f) Additionally, the University may use The North Carolina Department of Public Safety Offender Public Information or similar Services to conduct additional background checks on the Vendor's proposed employees.

4.6.2 BACKGROUND CHECK REQUIREMENTS: As part of Vendor's criminal background checks, the details below must be provided to the University:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge, or provide a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its bid herein, or provide a statement that there are none.

4.6.3 BACKGROUND CHECK LIMITATIONS: Any individual representing the Vendor, who:

- a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by University employees.
- b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by university employees.
- c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on university property.
- d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.
- e) Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

- f) Vendor’s responses to these background check requests shall be considered a continuing representation, and Vendor’s failure to notify the University within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then-current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.
- g) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor’s performance bond could be used to complete these Services.

4.6.4 DOCUMENT REQUIREMENTS: Required documentation to be submitted prior to date Contract is effective and for performing any Services on University property shall include:

- a) A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.
- b) Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.
- c) A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.
- d) Background checks consisting of:
 1. Original unaltered criminal background check from the organization providing the background check.
 2. The background check provider’s company name, company mailing address, and contact phone numbers.
 3. The full name of the individual, which matches the government issued photo ID.
 4. The current address of individual being checked.
 5. The date the criminal background check search was conducted.

4.6.5 VENDOR BACKGROUND CHECK AGREEMENT: Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the University in order to perform Services under this Contract:

YES NO

4.7 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the University. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor’s bid result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The University will approve or disapprove the requested substitution in a timely manner. The University may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the University may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.8 VENDOR’S REPRESENTATIONS

If Vendor’s bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the University under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 UNIVERSITY PROVIDED MATERIALS: The University shall provide the following: Sufficient access and utilities to perform the required services.

5.2 DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY:

The general responsibility of the University is to aid and assist the Contractor in facilitating the work to be performed under this contract as specified. Specific responsibilities are limited to the following:

- A. The University shall prepare and make available to the Contractor full access to all areas and buildings to which these services need to be performed.

- B. The University shall provide adequate staff for oversight, if required during normal working hours.

5.3 DUTIES AND RESPONSIBILITIES OF CONTRACTOR

- a) The Contractor hereby agrees to work directly with the University, or its designated Contract Administrator, in connection with carrying out and conducting all of the following duties and responsibilities during the term of this agreement.

- b) The Contractor shall provide the equipment and personnel required and/or reasonably needed for the complete and satisfactory performance of the proposed services outlined in the Introduction and follow on portion throughout this paragraph.

INTRODUCTION

The North Carolina Collaboratory (Collaboratory) at the University of North Carolina (UNC) at Chapel Hill is seeking proposals from entities that can safely store and destroy aqueous film forming foam (AFFF) containing Per- and Polyfluoroalkyl Substances (PFAS).

The Collaboratory was established by the North Carolina General Assembly in 2016 “to facilitate the dissemination of the policy and research expertise of The UNC System and other institutions of higher education within North Carolina for practical use by State and local governments” (see North Carolina General Statute 116-255). This Request for Proposals (RFP) aims to fulfill a recent legislative mandate, which requires the Collaboratory “to conduct a voluntary takeback program for stocks of PFAS-containing AFFF owned or stored by local fire departments” and “develop, acquire, analyze, and deploy facilities and technologies to safely store and destroy PFAS-containing AFFF, including technologies available outside of the State” (see Section 8.16.(a)(1), as amended by Section 2.10 of Session Law 2024-1).

To achieve this goal, the Collaboratory has partnered with the North Carolina Office of the State Fire Marshal (OSFM) to launch this voluntary takeback program and collect PFAS-containing AFFF from across the State. To date, the OSFM has identified 2,119 sites within the State of North Carolina that are operated by 1,217 local fire departments and substations, and through surveys, estimates that the total volume of AFFF across all sites exceeds 125,000 gallons. However, because this is a voluntary initiative, OSFM estimates that approximately 60,000 gallons will be collected through this voluntary takeback program.

While the Collaboratory and OSFM continue to coordinate AFFF collection, which is expected to continue through 2025, the Collaboratory also aims to partner with multiple vendors who can participate in a separate but related program to identify a safe and effective approach for destroying AFFF collected in North Carolina for takeback. The safety and efficacy of destruction will be validated by independent academic researchers, and therefore, all vendors will be required to partner with academic research teams during this program. This independent analysis will be funded directly by the Collaboratory to the academic team(s) and should not be included as part of a direct response to this RFP. Specific PFAS commonly found in AFFF as reported from existing published research, and expected in the takeback program's AFFF inventory, include, but may not be limited to, PFBA, PFPeA, PFHxA, PFHpA, PFOA, PFNA, PFDA, PFUnA, PFDaA, PFTrDA, PFBS, PFPeS PFHxS, PFHpS, PFOS, PFNS, PFDS, and PFOSA with Total Organic Fluorine (TOF) concentrations of AFFF are assumed to likely range between 2,200 and 45,000 milliliters of fluorine per liter (mg F/L) or between 0.22 and 4.5%.

PROJECT SCOPE

The Collaboratory requests proposals from vendors that are capable of destroying AFFF that has been collected from fire departments across the State of North Carolina through the voluntary take-back program. For the purposes of this project, "destruction" is defined as the breakdown of PFAS into inorganic fluoride and having no residual targeted PFAS emitted as an effluent greater than 1% ($\pm 1\%$) of the original non-diluted targeted PFAS in the raw AFFF (determined utilizing EPA Method 1633 for liquid effluent and EPA OTM-45 for gaseous effluent). Final concentrations of liquid effluent (post destruction) created by the vendor through its destruction process may be required to undergo further PFAS removal via additional technologies in order to meet regulatory requirements (federal, state, and local). In addition, the Collaboratory prefers that all liquid waste stream concentrations to meet the EPA National Primary Drinking Water Regulation Final Maximum Contaminant Level (MCL) requirements for the following PFAS:

- PFOA ≤ 4 ppt;
- PFOS ≤ 4 ppt;
- PFHxS ≤ 10 ppt;
- PFNA ≤ 10 ppt;
- HFPO-DA, commonly known as GenX Chemicals) ≤ 10 ppt; and
- Mixtures containing two or more of PFHxS, PFNA, HFPO-DA, and PFBS meeting the hazard index requirement of ≤ 1 (unitless).

The Collaboratory expects to select multiple vendors to participate in this program that will compare and quantify the efficacy of different AFFF destruction approaches, which may include, but not be limited to, Super Critical Water Oxidation (SCWO), Hydrothermal Alkaline Treatment (HALT), plasma technology, and/or electrolysis. This project will test the effectiveness of multiple destruction technologies of AFFF collected through the takeback program.

The selected vendors collectively will be required to provide all services necessary for the pick-up, handling, transportation, storage, destruction of up to 60,000 gallons of AFFF. The current AFFF takeback inventory currently is in a central location, but potentially will temporarily be held across multiple regional sites within North Carolina. The vendor does not need to be located within North Carolina but must have its destruction process take place within the United States of America. When destroying the AFFF, the vendor will provide access to effluent samples (liquid and gaseous) for independent assessment and provide split samples of all effluent (liquid and gaseous) of all samples taken by vendor which will be analyzed and verified by a laboratory of the vendor's choosing utilizing EPA Method 1633, EPA OTM-45 and OTM-50, and potentially other methods specific to each academic lab. The vendor shall provide their analytical sampling data to the Collaboratory and, in turn, the Collaboratory shall provide analytical data from their independent academic research teams to the vendor.

Because the funding for this program is through a legislative appropriation from the North Carolina General Assembly, and in an effort to provide transparency and accountability for the expenditure of taxpayer funds, all of these analytical data will be considered public data and may be published by the participating academic research teams (with appropriate measures such as anonymization and the removal of certain identifiers so as to not disclose or reveal proprietary information considered to be trade secrets). So long as consistent with applicable laws, including the North Carolina Public Records Act (NC General Statutes Chapter 132), both the Collaboratory and the participating teams will be open to consideration of signing non-disclosure agreements to protect proprietary and trade secret-related information so long as the review, approval, and signing of these agreements do not present a notable delay in this time-sensitive project. If an agreement cannot be reached, or the terms listed above cannot be agreed upon, the Collaboratory reserves the right to cancel the contract.

Selected vendors should be prepared to complete the AFFF destruction within six months of receiving each tranche of AFFF from the Collaboratory’s statewide takeback program, which the Collaboratory is hoping to have completed no later than two years after contract execution. The vendor, in addition to providing onsite access of their equipment, processes, and effluent samples to both the Collaboratory and any independent academic research team it identified, shall also provide in-depth reports of the destruction approach, including volume of AFFF destroyed and percentage of destruction of raw, non-diluted AFFF achieved (included targeted individual PFAS, total targeted PFAS, and TOF), to ensure transparency, safety, and effectiveness of the technology employed. The Collaboratory reserves the right to appear onsite to observe the process and/or take samples of effluent within 24 hours of notification to the vendor.

PRELIMINARY VALIDATION of TECHNOLOGICAL EFFICACY of PFAS DESTRUCTION

Vendors selected to provide PFAS destruction services for the Collaboratory will have two phases of effort. The first phase will be preliminary validation wherein a vendor will first destroy 1,000 gallons of AFFF. If the results of this first phase meet the destruction and other standards laid out herein, the vendor will be authorized to receive the remainder of their pro-rata allotment of the AFFF recovered through the Collaboratory’s voluntary takeback program (i.e., their share of the total volume divided by the number of vendors selected). For the purposes here, the pro rata distribution will be based on the assumption that up to 60,000 gallons may be collected divided by the total number of vendors chosen to participate in this program. If the results of this first phase do not meet the standards laid out herein, the contract will be terminated.

TARGET TIMELINE

Questions regarding this RFP may be submitted directly to Mark Sillman (mark_sillman@unc.edu) no later than October 18, 2024. UNC Purchasing will provide a response to these questions no later than October 25, 2024. The Collaboratory will expect final submissions from interested vendors to be tendered no later than 5:00 pm on Friday, November 1, 2024, and reserves the right to request additional information, data, and documentation from applicants as needed for review by subject matter experts and Collaboratory staff. The Collaboratory may require finalists to provide a presentation to a review panel in December 2024 to assist finalizing vendor selection. The Collaboratory expects to announce final funding decisions no later than December 31, 2024.

PROJECT MODIFICATION

Because this is a comprehensive statewide AFFF takeback program being undertaken for the first time in North Carolina, the Collaboratory reserves the right to modify the scope of the AFFF destruction program herein including, but not limited to, the volume of AFFF to be destroyed, destruction and waste stream targets, and timelines. Because of the dynamic nature of this effort, much of it expected to be accomplished with emerging technology, the vendor is authorized to include a contingency fee in their proposed budget (but said fee may not be greater than 15% of the total projected budget).

PROJECT REPORTING

Selected vendors will be required to work with the Collaboratory and their partners, including the OSFM, to establish reasonable milestones and reporting deadlines during the project performance period to enable oversight of project progress, including access provided to independent academic research teams for project validation.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the University a contract manager during the activated to provide services under this contract. The contract manager shall be the University’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	

Mobile Phone #:	
Email:	

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the University, may be required to meet periodically *as and when required* with the University for Project Review meetings. The purpose of these meetings shall be to review project progress reports, discuss Vendor and University performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

The University encourages the Vendor to identify opportunities to reduce the total cost the University. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 PERIODIC STATUS REPORTS

The Vendor may be required to provide Management Reports to the designated Contract Lead on a to be negotiated basis. This report shall include, at a minimum, information concerning *work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules, Etc.* These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

6.5 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING

Complete and return the Pricing associated with this IFB, which can be found above:

ATTACHMENT A: PRICING FORM: In lieu of an actual "Pricing Form" you are required to provide pricing (on company letter head) as it would appear on one of your standard invoices showing all of your standard rates for those charges that would appear for the type of services you are being asked to perform, such as rental of equipment, hour labor rates (by position and or trade), transportation, mark-up on material, profit and overhead, including any other charge that could or may appear in an invoice.

Note: to open links below please highlight the link, copy it, and then paste it into your browser.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://finance.unc.edu/departments/purchasing/bidders-instructions/>

ATTACHMENT C: THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL GENERAL TERMS & CONDITIONS

The University of North Carolina at Chapel Hill General Terms and Conditions, which are incorporated herein by this reference, may be found here:

<https://finance.unc.edu/departments/purchasing/terms-services/>

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download>

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:

<https://ncadmin.nc.gov/media/15503/open>

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-location-workers-09-2021/download>

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/download>