



**THE UNIVERSITY OF NORTH CAROLINA
AT CHAPEL HILL**

Request for Proposal Number: 3000012083

**Requirement: Conduct an Engineering and Technical review for
Alternative Energy Analysis for UNC-CH-CH district energy systems on
behalf of UNC-CH-CH Energy Services**

Date of Issue: 01-06-2025

Mandatory Site Visit: N/A

Written Questions Due: 01-24-2025 NLT 1:00 PM EST

Proposal Opening Date: 02-21-2025 NLT 1:00 PM EST

Direct all inquiries concerning this RFP to:

Mark Thomas Sillman

Associate Director Purchasing Services

Email: mark_sillman@UNC-CH.edu

Phone: 919-962-9463

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

RFP #: 300012083

For internal processing, please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to North Carolina General Statute 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 is to be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

ID Number:

Federal ID Number or Social Security Number

Vendor Name



THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

Refer ALL Inquiries regarding this RFP to:

Request for Proposal Number: 3000012083

See front cover

Proposals will be publicly opened: See front cover

EXECUTION

Certification: By executing this proposal, the undersigned Vendor certifies that: (i) this proposal is submitted competitively and without collusion (G.S. 143-54), (ii) 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), (iii) it is not an ineligible vendor as set forth in G.S. 143-59.1, (iv) no gift has been offered, extended, or promised by any of its employees or representatives to any University employee associated with preparing plans, specifications or estimates for this RFP, or in awarding or administering the contract to result from this RFP, or in inspecting or supervising the services to be rendered (G.S. 133-32), (v) if any of the services to be performed under this RFP will be performed outside the United States by the Vendor or Vendor’s subcontractors, Vendor has disclosed such information in writing to the University (G.S. 147-33.97); (vi) it acknowledges that the University’s internal auditor and State of North Carolina auditors have the right under North Carolina law to access upon request the Vendor’s records and representatives to audit fees and performance associated with procurement contracts (G.S. 147-64.7), (vii) it and each of its subcontractors for any contract resulting from this RFP 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 (G.S. §143-48.5), (viii) neither it nor any assignee of the Vendor is identified on a list maintained by the NC State Treasurer of persons engaged in investment activities in Iran (G.S. §143C-6A.5). False certification may constitute a Class I felony under North Carolina law.

Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals cannot be accepted.

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR’S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for at least 90 days from date of proposal opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the University.

Table of Contents

1.0 PURPOSE AND BACKGROUND.....	5
2.0 GENERAL INFORMATION.....	5
3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS.....	8
4.0 REQUIREMENTS	11
5.0 SCOPE OF WORK	12
6.0 CONTRACT ADMINISTRATION.....	Error! Bookmark not defined.
ATTACHMENT A: INSTRUCTIONS TO VENDORS.....	20
ATTACHMENT B: UNIVERSITY CONTRACT TERMS AND CONDITIONS	20
ATTACHMENT C: PRICING	Error! Bookmark not defined.
ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR....	Error! Bookmark not defined.
ATTACHMENT E: PRODUCT SPECIFICATIONS	Error! Bookmark not defined.
ATTACHMENT F: PRODUCT EVALUATION FORM.....	20

1.0 PURPOSE AND BACKGROUND

The University of North Carolina at Chapel Hill (UNC-CH) is soliciting proposals from a qualified Engineering Firm that meets the University's criteria to conduct an Engineering and Technical review for Alternative Energy Analysis for UNC-CH district energy systems on behalf of Energy Services.

The purpose of this review is to strengthen UNC-CH's efforts to assess and plan for its energy future and to support the administration's priorities of enrollment planning and the physical master plan. The expectation is that this technical review will also serve as a resource and guide for other universities and entities with district energy systems.

This review is being supported by the North Carolina Collaboratory with funds from the North Carolina General Assembly as part of the Next Generation Energy Portfolio (Session Law 2023-134).

Energy Services manages and provides the acquisition, generation, distribution and energy monitoring of utilities and infrastructure for the following services: electricity, water, wastewater, reclaimed water, stormwater, chilled water and steam. Additional information that may prove helpful with RFP submissions can be found here: <https://energy.UNC-CH.edu/>. Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the main body of this RFP document, plus the attachments, and any addenda released before contract award. All attachments and addenda released for this RFP in advance of any contract award are incorporated herein by reference. All terms in this RFP shall be enforceable as contract terms. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions.

2.2 INSTRUCTIONS TO VENDORS REGARDING TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the University of North Carolina at Chapel Hill General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP 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 RFP.

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If UNC-CH 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 RFP addendum. UNC-CH 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, UNC-CH rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

UNC-CH may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP 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 through negotiation 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 proposal as nonresponsive.

The E-PROCUREMENT FEE shall not apply to this procurement

2.3 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. UNC-CH will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	January 06, 2025
Submit Written Questions	Vendor	January 24, 2025, NLT 1:00 PM EST
Provide Response to Questions	State	On or About January 31, 2025
Submit Proposals	Vendor	February 21, 2025, NLT 1:00 PM EST
Product Demonstrations	Finalists	On or About March 3, 2025- March 7, 2025
Contract Award	State	On or About May 2, 2025

2.4 MANDATORY PRE-PROPOSAL / SITE - VISIT CONFERENCE

Intentionally Removed

2.5 PROPOSAL QUESTIONS

Upon reviewing the RFP, Vendors may have questions regarding the RFP. Vendors shall submit any such questions by the above due date listed in the section titled “RFP Schedule” above.

Written questions shall be e-mailed to mark_sillman@UNC-CH.edu by the date and time specified above. Vendors shall enter “RFP – 3000012083 – Vendor Name - Questions” as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

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

Questions received prior to the submission deadline date, the University’s response, and any additional terms deemed necessary by the University will be posted in the form of an addendum to the Vendor Portal (eVP) and shall become an Addendum to this RFP. 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 RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

2.6 PROPOSAL 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. The 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 RFP 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 electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

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 RFP. It is important that all Vendors responding to this RFP periodically check the State's eVP website 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 RFP and all Addenda thereto.

2.7 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP 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.

All vendor RFP responses shall include the requirements found within the Scope of Work (SOW) document attached, as well as the following items and attachments, **which shall be arranged in the order below and submitted as one file:**

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed versions of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) **Vendor's Proposal addressing all Specifications of this RFP.**
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.8 ALTERNATE PROPOSALS

Unless provided otherwise in this IFB, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantages addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: “Alternate Proposal #___ [for ‘name of Vendor’]”. Each proposal 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 proposal. Each proposal must be complete and independent of other bids offered.

2.9 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.

3.0 METHOD OF AWARD AND PROPOSAL 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 proposals will be reviewed, and an award or awards will be based on the responsive proposals offering the lowest cost, that is the most advantageous proposal to the University, 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 RFP is to award a Contract(s) to a single Vendor, the University reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items, or to cancel this RFP 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 PROPOSAL EVALUATION PROCESS

The University shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The University reserves the right to waive any minor informality or technicality in proposals received.

The University will conduct a One-Step evaluation of Proposals:

Proposals will be received from each responsive Vendor in the method stated under paragraph 2.6 above. All proposals must be received by the University no later than the date and time specified on the cover sheet of this RFP. At the date and time provided in paragraph 2.3 above, unless modified by Addendum, the proposals from each responding Vendor will be opened publicly and all offers (except those that were previously withdrawn or voided) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of the proposals are 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 of completeness and correctness and therefore may not be an exact indicator of a vendor's pricing position. Respondents should review paragraph 3.3 Evaluation Criteria of this document to see the full evaluation process as requested by this document.

At their sole option, the evaluators may request oral presentations or discussions with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not; therefore, all proposals must be complete and reflect the most favorable terms available from the Vendor.

Vendors are cautioned that this is a request for proposals, not a 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.

The University reserves the right to reject all original offers and request one or more of the Vendors submitting proposals to submit best and final offers (BAFOs), prepared in collaboration with the University after the initial responses to the RFP have been evaluated.

All proposals should be complete and reflect the most favorable terms and pricing available from the Vendor. Pricing cannot be altered or modified as part of any clarification request.

Proposals 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 paragraph 3.1 above. Upon completion of the evaluation process, the University will make Award(s) based on the evaluation and post the award(s) to the State's eVP website under the RFP number for this solicitation. 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.

While this RFP 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 Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this RFP, 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 proposal 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 RFP, or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 EVALUATION CRITERIA

All qualified proposals will be evaluated, and an award made based on the following criteria considered, to result in an award most advantageous to the State: **BEST VALUE:** "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes UNC-CH's business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow UNC-CH to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUATION METHOD: Narrative and by consensus of the evaluation committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to UNC-CH.

All qualified proposals will be evaluated, and the awards made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to UNC-CH:

1. Vendor Technical Approach
2. Vendor Qualifications
3. Vendor Experience
4. References
5. Pricing

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 RFP, 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) Total cost to the University
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the University's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the University's business requirements and internal operational culture
- g) Particular risk factors such as the security of the University's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This RFP 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 proposals 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 RFP. Except as specifically stated in the RFP, 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 proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, 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 RFP. 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 proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question-and-answer period in accordance with Section 2.4 or Section 2.5.

4.1 CONTRACT TERM

This contract shall be binding on both parties for the period stated on the purchase order and shall be dependent upon the pricing option chosen by the University to be most advantageous to the University at the time of award. The University shall have the option of extending the contract for the option periods called for under the option chosen from the pricing schedule. The University shall give the Vendor written notice of its intent to renew no less than ninety (90) calendar days prior to the expiration and if the University elects to renew, the terms of said renewal shall be specified in writing as part of the written notice. The vendor shall respond within thirty (30) calendar days of this notice with any exceptions or changes to the original contract terms. The exceptions shall be negotiated between the University and the Vendor during the remaining sixty (60) calendar days of the notice period. If there are no exceptions taken or, upon mutual agreement of the parties concerning renewal terms, the Vendor shall sign the renewal notice and send it back to the University. The total term of this contract shall not exceed the total number of years called for in the option chosen by the University from the pricing schedule. In no event may the total term of this contract, including all renewals, exceed ten (10) years.

4.2 PRICING

The proposal’s price shall constitute the total cost to the End Users Department for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, administrative and other similar fees. The vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT C: PRICING FORM and include in Proposal.

4.3 INVOICES

The vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor must provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow the 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.

4.4 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.

4.5 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. The vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.6 REFERENCES

The 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.

4.7 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 subcontractors(s) that may be approved by UNC-CH. 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 to incorporate any work by third party subcontractor(s). Should the Vendor's proposal 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. UNC-CH will approve or disapprove the requested substitution in a timely manner. UNC-CH may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, UNC-CH may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.8 VENDOR'S REPRESENTATIONS

If Vendor's Proposal results in an award, Vendor agrees that it will not enter into any agreement with a third party that may abridge any rights of UNC-CH 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.

4.9 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.

4.9.1 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 the 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. Any 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 the award of a contract.
- 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.**

4.9.2 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 of 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.

4.9.3 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 responsibility to self-report to the Vendor within twenty-four (24) hours of 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 completion and compliance with this background check requirements, any Vendor's performance bond could be used to complete these Services.

4.9.4 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) The 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 of the criminal background check search was conducted.

4.9.5 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

4.10 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 subcontractors(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. The 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 of 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.

4.11 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 SCOPE OF WORK

5.1 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 any information or materials necessary for the services required.
- B. The University shall provide adequate staff for regular meetings for brainstorming and logistics, and coordinate with key staff across the institution, as well as key stakeholders.

5.2 GENERAL SPECIFICATIONS

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

- a. Experience with developing and creating Energy and Campus master planning.
- b. Experience creating decarbonization plans and sustainability action plans for other similarly sized institutions in the southeast region of the US.
- c. Experience with utility renewals and utility rate structure analysis, along with the ability to demonstrate future energy load calculation and capacity modeling of utility systems.
- d. Prior engineering experience with conducting life cycle cost analysis specifically on Co-Generation Plant sites to include circulating fluidized bed (CFB) boilers that fire coal and natural gas.
- e. Demonstrated involvement from the assigned Engineering team of participation in industry recognized organizations that are driving innovation and technology improvements in District Energy systems.
- f. A technology and fuel matrix that identifies the pros and cons of each available energy technology and fuels that would have considerable impact on the University. For the purposes of this review, technologies and fuels shall include, but not limited to, natural gas, biogas, biomass, hydrogen, energy storage, small modular nuclear, solar, and geothermal. This review shall also include the benefits of dispatchable versus non-dispatchable energy sources and potential constraints and limitations of the technologies and fuels based on the location and circumstances specific to the UNC-CH cogeneration facility.

- g. Prior experience with developing detailed summaries of available energy technologies along with a comparison matrix that creates justifications for cost benefit analysis, reliability, constructability, and capital availability. This should include cost projection, escalated prices, and impacts of carbon reduction.
- h. A technologies comparison matrix identifying categories in the following: cost benefits analysis, reliability, flexibility, constructability, capital cost, risk reduction, energy market volatility, energy and carbon reductions along with environmental factors.
- i. Technical briefs of available technologies and fuels for consideration. The briefs are on each technology shall address the following: maturity of technology, regulatory considerations, environmental impacts, relative operating and capital cost, requirements estimate, operating costs, and risk
- j. The company shall provide a graphic presentation on carbon reductions for available technologies and fuel identified.
- k. Detailed phased implementation plan for UNC-CH on best approaches with technologies.
- l. Prior experience with developing geothermal desk studies that have identified potential locations where this technology will be utilized.
- m. A regional office within the state of North Carolina or within 3 hours proximity of UNC-CH's Chapel Hill campus such that the required personnel can be present for demonstrations and public announcement.

5.3 TASKS/DELIVERABLES

Unless agreed in advance by both parties, within nine (9) months following the contract award, Vendor shall provide the following:

1. The final report is to provide alignment with current UNC-CH-CH Campus master plan.
2. The final report shall address future opportunities for using Renewable energy credits.
3. The final report shall address potential opportunities where state grant fundings or IRA grants should be explored further.
4. The final report shall provide electrical, steam and chilled water load considerations for current and future use.
5. The final report shall include energy use comparison and carbon emission comparison of available technologies that align with UNC-CH's existing carbon reduction plan.
6. The final report shall provide a life cycle cost analysis of existing steam distribution and co-generation systems based off of industry standards and benchmarks.

7. The final report shall provide a detailed summary of available energy technologies along with a comparison matrix that creates justifications for cost benefit analysis, reliability, constructability, and capital availability. This should include cost projection, escalated prices, and impacts of carbon reduction.
8. The final report shall provide complete technical briefs on available technologies and fuels for consideration. The briefs shall address the following: maturity of technology, regulatory considerations, environmental impacts, relative operating and capital cost, requirements estimate, operating costs, and risk.
9. The final report shall provide a technologies comparison matrix identifying categories in the following: cost benefits analysis, reliability, flexibility, constructability, capital cost, risk reduction, energy market volatility, energy and carbon reductions along with environmental factors.
10. The final report shall include a complete technical brief on geothermal technologies with future estimated costs along with potential mapping of site locations on campus that are well suited.
11. The final report shall identify key locations on campus to consider for onsite renewable energy locations.
12. The final report shall report on the project sequence and a prioritization chart along with scoring justifications.
13. The final report shall include a mapping of campus with proposed distribution upgrades to align with concept designs ideas.
14. The final report shall provide phased approach implementation plan based on campus mapping.
15. The final report shall outline options and timeline recommendations for the use of renewable energy credits that UNC-CH-CH has accumulated from the landfill gas project.
16. The final report shall include a full technical brief on recommendations for future expansion and growth of the UNC-CH-CH solar farm.

5.4 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

5.5 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative form, with an outline, and/or graph form the items listed section 5.2 and the Vendor's approach to accomplishing the tasks outlined in section 5.2 of this RFP. A description of each deliverable and the schedule for accomplishing each shall be included.

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 UNC-CH a contract manager. The contract manager shall be UNC-CH'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 MEETINGS

The Vendor, upon twenty-four (24) hours written request of UNC-CH, shall be required to periodically meet with UNC-CH for the following:

- a. Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.
- b. Public participation, including but not limited to Announcement and/or presentations to support final report findings.

6.3 MONTHLY STATUS REPORTS

The Vendor shall be required to provide monthly status reports to the designated Contract Lead. This report shall include, at a minimum, information concerning the 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. These reports should 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.

6.4 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by UNC-CH and Vendor. Amendments to the contract can only be processed through the contract administrator. 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 duties and responsibilities during the term of this agreement as found in the SOW attached.

Attachments to this RFP begin on the next page.

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 below:

The Offeror shall propose the costs of furnishing the services in accordance with the specifications within this bid document. The award will be made to the Contractor(s) whose proposal is most advantageous to the University.

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-CH.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-CH.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>

***** Failure to Return the Required Attachments May Eliminate
Your Response from Further Consideration *****