

STATE OF NORTH CAROLINA

NC State University

Request for Proposals #: 63-KGS1031020

Natural Gas Transport Services

Date of Issue: November 27, 2024

Proposal Opening Date: January 16, 2025

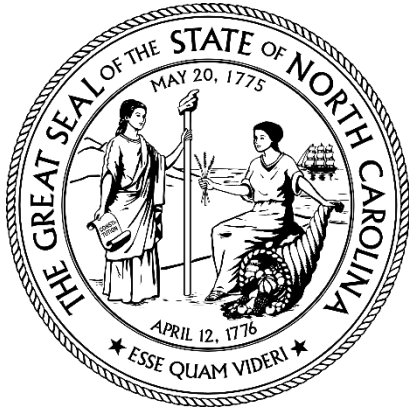
At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Kristen Shelton, CPPB

Purchasing Specialist

Email: kgshelto@ncsu.edu



STATE OF NORTH CAROLINA

Request for Proposal

63-KGS1031020

For internal State agency processing, including tabulation of proposals, 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 proposal.
Failure to do so may subject your proposal 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 through the Bonfire Portal.

NC State University

Refer <u>ALL</u> Inquiries regarding this RFP to: Kristen Shelton kgshelto@ncsu.edu	Request for Proposal #: 63-KGS1031020
	Proposals will be publicly opened: 2:00 pm, Thursday, January 16, 2024
Using Agency: NC State University	Commodity No. and Description: 151115 - Gaseous fuels & 781421 - Logistics operation management
Requisition No.: 0001031020	

EXECUTION

In compliance with this Request for Proposals (RFP), 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 proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal 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 proposal, 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 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.

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 RFP, 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 proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals 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:

Proposal Number: 63-KGS1031020

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least sixty 60 days from date of bid opening, unless otherwise stated here: **ninety (90) 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 RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS 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 NC State University)

Table of Contents

1.0	PURPOSE AND BACKGROUND	6
1.1	CONTRACT TERM.....	6
2.0	GENERAL INFORMATION	6
2.1	REQUEST FOR PROPOSAL DOCUMENT	6
2.2	E-PROCUREMENT FEE.....	6
2.3	NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS	6
2.4	RFP SCHEDULE	7
2.5	PROPOSAL QUESTIONS	7
2.6	PROPOSAL SUBMITTAL – BONFIRE.....	7
2.7	PROPOSAL CONTENTS	8
2.8	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS	8
3.0	METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS	8
3.1	METHOD OF AWARD	8
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....	9
3.3	PROPOSAL EVALUATION PROCESS.....	9
3.4	EVALUATION CRITERIA	10
3.5	PERFORMANCE OUTSIDE THE UNITED STATES	11
3.6	INTERPRETATION OF TERMS AND PHRASES.....	11
4.0	REQUIREMENTS.....	11
4.1	PRICING.....	11
4.2	FINANCIAL STABILITY	12
4.3	HUB PARTICIPATION.....	12
4.4	VENDOR QUALIFICATION/EXPERIENCE	12
4.5	REFERENCES	12
4.6	BACKGROUND CHECKS.....	13
4.7	PERSONNEL.....	13
4.8	VENDOR’S REPRESENTATIONS	13
4.9	AGENCY INSURANCE REQUIREMENTS MODIFICATION	14
5.0	SCOPE OF WORK	14
5.1	GENERAL	14
5.2	TRANSPORTATION/LOCAL DISTRIBUTION SYSTEM	16
5.3	ACCOUNT MAINTENANCE/CUSTOMER CARE.....	16
5.4	CERTIFICATION AND SAFETY LABELS.....	17

5.5	TECHNICAL APPROACH	17
6.0	CONTRACT ADMINISTRATION.....	18
6.1	CONTRACT MANAGER AND CUSTOMER SERVICE	18
6.2	INVOICES.....	18
6.3	POST AWARD PROJECT REVIEW MEETINGS.....	19
6.4	CONTINUOUS IMPROVEMENT.....	19
6.5	ACCEPTANCE OF WORK.....	19
6.5	FAITHFUL PERFORMANCE - Reserved.....	19
6.6	TRANSITION ASSISTANCE	19
6.7	DISPUTE RESOLUTION	20
6.8	CONTRACT CHANGES	20
	ATTACHMENTS.....	21
	ATTACHMENT A: COST PROPOSAL.....	21
	ATTACHMENT B: INSTRUCTIONS TO VENDORS	22
	ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS	22
	ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.....	22
	ATTACHMENT E: CUSTOMER REFERENCE FORM	22
	ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR	22
	ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION	22

1.0 PURPOSE AND BACKGROUND

NC State University's, Campus Operations and Maintenance, Energy Management (hereafter referred to as University) seeks proposals from qualified, Dominion Energy-certified natural gas providers (hereafter referred to as Vendor over the Dominion Energy distribution network, to provide natural gas for its Raleigh, North Carolina main campus accounts. All accounts included in this Request for Proposals (RFP) are located behind Dominion Energy Gas Company's local distribution system and are currently on 3rd party transportation rates.

The University seeks to contract with one (1) single provider for the natural gas basis cost portion for all main campus accounts. After the basis portion is under contract, the University intends to purchase fixed price NYMEX strips, in addition to monthly market natural gas based on market conditions and the University's buying plan. No minimum or maximum guarantees are provided by the University.

The intent of this solicitation is to award an Agency Contract.

1.1 CONTRACT TERM

The length of any resulting contract will start July 1, 2026, for a period of 12, 18 or 24 months as determined by The University. The three (3) potential contract periods are:

- 12-month contract from July 2026 through June 2027
- 18-month contract from July 2026 through December 2027
- 24-month contract from July 2026 through June 2028

The University will select one (1) option. The vendor is contractually required to accept any option if selected. No renewals will be included. The State reserves the right to extend the Contract after the active term.

At the time of execution of any resulting contract, the awarded vendor shall grant the ability for a trigger or pre-purchase commodity for delivery during any month or months during the contract term.

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

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

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

2.3 NOTICE TO VENDORS REGARDING RFP 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 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 the State 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. The State 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 State 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).

NC State 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.

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	NC State	November 27, 2024
Submit Written Questions	Vendor	December 18, 2024 by 5:00 pm (eastern time)
Provide Response to Questions	NC State	December 23, 2024
Submit Proposals	Vendor	January 16, 2024 by 2:00 pm (eastern time)
Contract Award	NC State	On or before April 16, 2025

2.5 PROPOSAL QUESTIONS

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

Written questions shall be emailed to kgshelto@ncsu.edu by the date and time specified above. Vendors should enter "**RFP # 63-KGS1031020: Natural Gas Transport Services Questions**" as the subject for the email. Question 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 State's response, and any additional terms deemed necessary by NC State will be posted in the form of an addendum to *Bonfire*, <https://ncsu.bonfirehub.com> and the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State 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 the RFP and an addendum to this RFP.

2.6 PROPOSAL SUBMITTAL – BONFIRE

IMPORTANT NOTE: This is an absolute requirement. It is the responsibility of the Vendor to have the signed quote physically in Bonfire by the specified time and date of opening. This is an absolute requirement. Bonfire will not allow the response to be submitted after the specified date and time.

All proposal responses shall be submitted electronically at Bonfire using the link below:

ELECTRONIC SUBMISSIONS ARE REQUIRED THROUGH BONFIRE. WE WILL NOT ACCEPT PAPER OR FAXED RESPONSES.

<https://ncsu.bonfirehub.com/opportunities/163651>

For Technical Information Contact: Bonfire Support by 1-800-354-8010 Ext. 2 Support by phone and email is available Monday – Friday from 8:00 AM – 8:00 PM ET.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals prior to the bid opening date and time.

Critical updated information may be included in Addenda to this RFP. It is important that all vendors proposing on this RFP periodically check Bonfire and the State's eVP website for any Addenda that may be posted regarding this solicitation. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

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 State rejecting Vendor's proposal, in the State's sole discretion.

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order and must be uploaded in the corresponding location listed on Bonfire:

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- b) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- c) Vendor's Proposal addressing all Specifications of this RFP, outlined in Sections **4.0 and 5.0**. Responses must be numbered corresponding to the numbered items in this RFP.
- d) Completed version of 5.2 TRANSPORTATION/LOCAL DISTRIBUTION SYSTEM Questionnaire spreadsheet
- e) Completed version of ATTACHMENT A: COST PROPOSAL – Attachment A: Cost Proposal spreadsheet
- f) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Incomplete proposals will not be considered for award.

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP 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 State 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 State's best interest. All qualified proposals will be evaluated, and awards will be made to the

Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor, the State 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 State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and vendors, 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 proposal 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 vendor 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 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP 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 State 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 State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal 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. If negotiation is anticipated, 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.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for 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 should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the State 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 proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State 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 State.

3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, 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 the stated 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 the State 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.

All proposals will be evaluated according to the following criteria below with a total weight of 100%:

SCREENING CRITERIA: Complete proposal response (as outlined in **Section 2.7: Proposal Contents**). All items requested are included in the response package and submitted as instructed. All files are transmitted to the Bonfire site without password or other lockdown requirements and proof of insurance demonstrates existing coverage meeting required minimum limits. Incomplete responses will not be considered further.

Proposals meeting the screening criteria will then be further evaluated by the following weighted criteria in order to select the Contractor providing the best overall value to the department requesting these services.

40 % Technical

- 15% **Apparent Ability (Sections 4.2, 5.2 & 5.3)**
- 10% **Technical Approach (Section 5.5)**
- 10% **References (Section 4.5)**
- 5% **Qualifications/Experience(Section 4.4)**

60% Cost Proposal (Attachment A: Cost Proposal)

Cost scores are calculated by dividing each score into the lowest total cost proposal/proposed solution total cost x 60. The lowest cost proposal receives all of the 60 available points. The remaining proposals scores are calculated by dividing their cost into the low cost and multiplying that result by 0.60.

EXAMPLE

Vendor A's proposed total cost = \$0.37

Vendor B's proposed total cost = \$0.35

Vendor C's proposed total cost = **\$0.30 (lowest total cost proposed)**

Cost scores would be calculated as follows:

Vendor C: $(0.30/0.30) \times 60 = 60$ points

Vendor B: $(0.30/0.35) \times 60 = 51.43$ points

Vendor A: $(0.30/0.37) \times 60 = 48.65$ points

3.5 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 State 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 State:

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

3.6 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 State; 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 State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State'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 State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. You must provide a written statement acknowledging and agreeing to all mandatory requirement statements. Absence of the required written acknowledgment and agreement statement in the proposal response may result in disqualification of your proposal response. Describe in your proposal response the approach, processes and steps you will follow to perform and complete the tasks in the Scope of Work. Include any additional tasks that you recommend for achieving successful outcomes. Note any requirements you have, and any assumptions being made which impact your proposed approach or the time required to complete the work.

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 State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: COST PROPOSAL and include in Vendor's proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

Vendor shall provide aggressively competitive pricing – pricing reserved for its largest and most important accounts – both at the outset of the relationship and on an ongoing basis.

4.2 FINANCIAL STABILITY

Although Dominion Energy-certified vendors are assumed to meet the University's minimum financial requirements in order to pre-qualify as a Dominion Energy vendor, apparent relative financial strength and stability will be considered. Each Vendor should submit the following financial documentation as an attachment to its Proposal: **Dun and Bradstreet Credit Report**. This report must be generated after January 1, 2024. If this report is not available, each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION.

Financial information, statements and/or documents submitted with a Proposal shall be evaluated to determine: whether the Vendor has sufficient ability to perform the Contract; whether the Vendor is able to meet its short term obligations, debts, liabilities, payroll, and expenses; whether Vendor has provided complete, reliable and accurate financial information regarding its business operation; whether the Vendor is financially solvent; and whether Vendor has sufficient cash flow and/or available financing from a financial institution to perform the proposed contract for 60 days without receiving payment from the State. Financial information of non-public entities may be marked as confidential in accordance with the Paragraph of the Instructions to Vendors entitled Confidential Information.

4.3 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP 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.

4.4 VENDOR QUALIFICATION/EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Proposers shall be certified by Dominion Energy serving as the LDC, as a prequalified distributor with a successful history of providing the services outlined herein. The proposal must provide enough information to determine that the proposing Vendor has sufficient resources to provide the specified service. The proposing Vendor has the ability to manage gas procurement projects, data and invoices in an efficient and timely manner. Vendor must introduce us to your organization and demonstrate the following attributes at a minimum:

- Describe your organizational structure (i.e. publicly held corporation, partnership, etc.).
- Briefly describe your organization's philosophy, and management. Provide a brief organization history. Describe existing contractual relationships, if any, with other organizations that would be necessary in implementing the proposal. The selected vendor shall act as a single point-of-contact for the University, employees and service providers.
- Provide a staffing plan and information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes or bios citing experience with similar projects and the responsibilities to be assigned to each person.
- Demonstrate experience with accounts similar in size, nature and scope to that described herein in the past three (3) years.

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. NC State shall 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 shall be considered in the evaluation of the Proposal. It is the vendor's responsibility to provide valid reference information in support of their proposal. Please note that references not provided in the response, but which the

University has direct knowledge of, shall be used in the evaluation as well. Phone messages left for references that are not returned within forty-eight (48) hours will be scored as if not provided.

4.6 BACKGROUND CHECKS

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

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, by 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 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 proposal herein or a statement that there are none.

Vendor’s response to these requests shall be considered a continuing representation, and Vendor’s failure to notify the State within thirty (30) days of any criminal litigation, 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.

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 State. 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 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. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State 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 any agreement with a third party that may abridge any rights of the State 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 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- ☐ Small Purchases
- ☐ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- ☒ Contract value in excess of \$1,000,000.00

5.0 SCOPE OF WORK

5.1 GENERAL

NC State is a leading public research university, and our state-of-the-art facilities and laboratories heavily rely on natural gas for building heating, lab works and generation of almost 50% of our overall campus electricity consumption from central utility plants. NC State operates 17.5 MW cogeneration facilities that use significant volumes of natural gas year-round, and the university relies upon the cogeneration system to reduce the cost of electrical demand through efficient and cost-effective procurement of natural gas within which this transport contract is a part. Due to the high volatility of the natural gas market and unexpected natural gas interruptions or prolonged equipment failure occurring at some of the university's central utility plants, the university requests a vendor to take on the imbalances, market scheduling risks and penalties. The proposing vendor shall nominate, schedule, deliver and balance natural gas supplies in a way that accommodates the university's gas usage patterns. The vendor shall also provide firm, full requirements for natural gas supply to the Dominion Energy city gate for the University's facilities from reliable sources of supply and for the length of any resulting contract.

PAST USAGE

In fiscal years 2023 and 2024, NC State used in excess of 2,091,065 and 2,001,116 dekatherms of natural gas respectively. Although this type of usage is expected to continue it is not guaranteed. Account names, account numbers, account types, and volumes by month and year during our prior calendar year are listed in the tables on the following page. This contract is only applicable to these accounts. No new accounts will be added. Accounts do not have capacity assigned to them.

<i>Building location</i>	<i>Dominion Energy Account #</i>	<i>Rate Schedule #</i>
<i>1575 Varsity Dr</i>	<i>5-2100-5681-5409</i>	<i>145/175</i>
<i>Cates Avenue CUP</i>	<i>0-2100-9317-1395</i>	<i>150/180</i>
<i>CBC CUP</i>	<i>7-1981-0420-4965</i>	<i>150/180</i>
<i>Centennial CUP</i>	<i>0-2100-6139-9601</i>	<i>150/180</i>
<i>Headhouse #2</i>	<i>0-1981-0137-4316</i>	<i>145/175</i>
<i>Headhouse #3</i>	<i>1-1981-0420-4996</i>	<i>145/175</i>
<i>Partner #2</i>	<i>7-1981-0515-4609</i>	<i>145/175</i>
<i>Research #1</i>	<i>6-1981-0420-4908</i>	<i>145/175</i>
<i>Toxicology</i>	<i>0-1981-0565-8322</i>	<i>145/175</i>
<i>Yarbrough CUP</i>	<i>0-1981-0420-4981</i>	<i>150/180</i>

Accounts listed as Rate 150/180 have the ability to switch to an alternate fuel. However, the University does not intend to use the alternate fuel for economic curtailment. The objective is to operate all systems on natural gas unless Dominion Energy curtails due to constraints in the natural gas supply. The University will notify the vendor in the event of material natural gas interruptions due to scheduled maintenance events or prolonged equipment failure.

Natural Gas Use by Month by Account for 2023

Site	UOM*	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total
Yarbrough CUP	MMBTU	26,816	17,634	12,623	2,659	9,528	606	5,130	8,301	3,774	3,000	10,855	22,266	123,192
Cates Avenue CUP	MMBTU	102,345	90,046	103,956	107,845	97,290	102,255	94,025	109,571	105,228	105,360	85,088	93,217	1,196,226
Centennial CUP	MMBTU	52,476	45,422	53,335	47,635	49,959	40,654	38,400	45,302	47,210	46,537	50,425	57,644	574,999
CBC CUP	MMBTU	12,123	10,201	10,920	8,724	8,176	7,438	7,648	7,622	7,814	8,954	10,883	12,213	112,716
Headhouse Unit 2	MMBTU	3,138	2,480	2,772	2,083	1,259	151	36	0	69	1,454	2,432	2,744	18,618
Headhouse Unit 3	MMBTU	2,072	1,781	1,985	1,412	935	549	206	67	291	865	1,540	1,857	13,560
Toxicology	MMBTU	1,276	1,083	1,204	962	1,057	906	759	772	855	932	1,055	1,245	12,106
Research I	MMBTU	678	838	1,081	1,262	1,300	835	519	521	534	573	745	1,399	10,285
Partners 2	MMBTU	1,004	686	783	591	630	642	586	626	621	652	837	969	8,627
Varsity Research	MMBTU	1,065	831	953	749	735	609	557	539	615	732	1,029	1,136	9,550
Monthly Total	MMBTU	202,993	171,002	189,612	173,922	170,869	154,645	147,866	173,321	167,011	169,059	164,889	194,690	2,079,879

*UOM = Metric Million British Thermal Unit

Site	Address
Yarbrough CUP	2411 Yarbrough Drive Raleigh, NC 27695
Cates Avenue CUP	2811 Cates Avenue Raleigh NC 27695
Centennial CUP	830 Main Campus Drive Raleigh, NC 27695
CBC CUP	1060 William Moore Drive Raleigh, NC 27607
Headhouse Unit 2	840 Method Rd., Raleigh, NC 27606
Headhouse Unit 3	3131 Ligon St., Raleigh, NC 27606
Toxicology	850 Main Campus Drive Raleigh, NC 27695
Research I	1001 Capability Drive Raleigh, NC 27695
Partners 2	40 Main Campus Drive, Raleigh, NC 27695
Varsity Research	1575 Varsity Dr, Raleigh, NC 27695

5.2 TRANSPORTATION/LOCAL DISTRIBUTION SYSTEM

The University is located within the Dominion Energy LDC territory and has firm and interruptible distribution. For the scope of this RFP, the University uses ten (10) account numbers with Dominion Energy of which four (4) accounts are Rate 150/180 Large Interruptible Service and the remaining accounts are Rate 145/175 Large General Service. The University requires a separate dedicated invoice for each account. Strip natural gas is to be the first natural gas through the meter as forward volume purchases are invoiced prior to monthly balances. For purposes of invoicing and if appropriate, the University will designate during the delivery month which accounts are to be aligned with strip natural gas.

The receipt point(s) for gas on the University's existing transportation contract is "Any active points on Dominion Energy Pipeline Company's transmission system which are mutually agreed to in writing by Shipper and Transporter."

The proposal response shall address the following questions by downloading the Bonfire Spreadsheet. The spreadsheet is required to be completed and uploaded in the appropriate location on Bonfire.

Questions	Response	Comment
5.2.1 Delivery and Fuel:		
What are the delivery Pipelines?		
Is fuel included?		
Is transport included in the Bid?		
Total dekatherms delivered to all customers behind Dominion Energy in January 2024:		
What are the requirements including the timeline and process for changing strip purchase allocations between accounts?		
5.2.2 Risk Management:		
Will the University have the right to swap contract price to Fixed? If yes, what is the expected variance to the NYMEX screen and what is the execution fee (\$/Dth) for placing fixed price hedges:		
Will the University have the right to place Fixed Price Triggers?		
5.2.3 Curtailment:		
The vendor will be required to deliver natural gas to the LDC city gate. Curtailment orders by the LDC are between NC State and Dominion Energy, not marketer/vendor. NC State maintains over 740,000 gallons of #2 fuel oil storage capacity to endure LDC curtailment events. Cates Avenue CUP, Yarbrough CUP, Centennial CUP and CBC CUP have the ability to switch to alternate fuel. Vendor must deliver natural gas to the city gate even in unfavorable economic market conditions for the marketer/vendor. This contract stipulates the full requirements. Do you agree to meet these requirements?		

5.3 ACCOUNT MAINTENANCE/CUSTOMER CARE

The awarded vendor shall provide consistent, high-level Customer Service for the University's account. The proposal response shall demonstrate the proposing vendor's ability to ensure immediate switching of all accounts at contract start, routine monthly invoices provided within five (5) business days of the utility's volume finalization for the month and to render accurate immediate (defined in 5.3.3) strip purchase confirmations.

- 5.3.1 The proposal response shall indicate if an open credit line approval (including commodity) is allowable and describe the process. If this is not allowable then the proposal response shall indicate any assurances/restrictions that are required.
- 5.3.2 The proposal response shall address how the vendor proposes to communicate with University's Energy Management personnel to keep them regularly informed and updated as changes occur in the industry. Address any access proposed for the University to monitor the status of both switching and billing issues, information necessary to substantiate each invoice, including all charges and billing determinants for delivery services, as well as what access the University's Energy Engineer will have with vendor personnel such as a dedicated account representative(s), etc.
- 5.3.3 Strip purchases - The price for NYMEX strip purchase shall be sent via email to the University's Energy Engineer and confirmed no later than 10:00 am on the following business day. If an official University signature of confirmation is required by the Vendor, the Energy Engineer will forward the request to the University's Contract Review section of the Procurement Services Department. The confirmation signature for the University will be obtained and returned to the Vendor. Note that immediate turnaround for the official confirmation signature can take up to five (5) business days. Immediate confirmation may be obtained from the Energy Engineer if an official University signature is not required on each strip purchase.

5.4 CERTIFICATION AND SAFETY LABELS

Any manufactured items and/or fabricated assemblies provided hereunder that are subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization *acceptable to govern inspection where the item is to be located*, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

5.5 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to providing the deliverables outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

The proposal demonstrates the vendor's ability to deliver the services identified in the scope of work and can provide services before, during, and after the procurement of natural gas. These services may include, but are not limited to, assistance in planning, training, troubleshooting, system access and upgrades, and accurate invoices and payment processes. Other services include the capability and willingness to prepare mid-month invoices, particularly during the month of June, and the ability to accommodate the University's gas usage patterns.

- 5.5.1 The proposer must demonstrate how they would provide firm, full requirements for natural gas supply to the utility city gate for the University's facilities from reliable sources of supply and for the length of any resulting contract.
- 5.5.2 The proposer must describe how to arrange for firm transportation of the gas from the source of supply over any applicable gathering lines, intrastate pipeline(s) and interstate pipeline(s), to the Dominion Energy Delivery Point.
- 5.5.3 The proposer must describe how they will provide all natural gas balancing to accommodate the University's gas usage patterns and any imbalances that might be incurred on the applicable pipeline(s), and/or the Local Distribution Company (LDC).
- 5.5.4 The proposer must describe how to nominate and deliver natural gas volumes on a daily/monthly basis to meet the full requirements (100% swing) of the University's facilities.

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 State a contract manager. The contract manager shall be the State'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:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues.

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 INVOICES

- 6.2.1 Billing Cycle -The University requires a calendar month billing cycle for each of the ten (10) natural gas accounts. Presently, accounts with Dominion Energy are billed based on a calendar month cycle (1st of the month to the end of the month).
- 6.2.2 Invoicing Detail - Each invoice shall contain all the information necessary to verify that invoice. This includes account number, the natural gas consumed during the month in 1000s of cubic feet (MCF, metered by the LDC), the month's BTU content for that meter, the unit cost of that gas, and information on any other charges or options contracted for by the University that may apply to that month. The monthly invoice will be emailed to one University contact to be identified with the contract award.
- 6.2.3 June Invoices - When requested by the University, the awarded vendor shall generate and process one (1) additional natural gas invoice per account for Cates Avenue CUP, Centennial CUP, and CBC CUP accounts in June of every calendar year. This invoice is based on actual metered June consumption. This invoice would cover the usage by account from the start of June to a date on or near the middle of June. Mid-June invoices will only be required for accounts that have received gas and a balance is due. A second invoice would cover the usage for the remaining portion of June. The process we use is as follows: (1) the University requests the transport provider to provide an invoice on consumption up to a specific date, (2) the transport provider coordinates with Dominion

Energy - likely through their electronic bulletin board (EBB) - to get a meter reading, (3) the transport provider provides the University an invoice.

6.2.4 Sales Tax -The University is exempt from the payment of state sales or excise taxes. See following web documents as further documentation of sales and excise tax exemption status. <https://www.ncdor.gov/taxes-forms/sales-and-use-tax/piped-natural-gas>

6.2.5 Estimated Charges - All charges on an invoice that are estimated must be clearly labeled as such.

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency 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.

6.3 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically *monthly* with the State for 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.

6.4 CONTINUOUS IMPROVEMENT

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

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.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.5 FAITHFUL PERFORMANCE - Reserved

6.6 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to max of 6 months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any

resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.7 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.8 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be through the contract administrator.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: COST PROPOSAL

Vendors shall provide pricing for NYMEX plus Fixed Basis Price inclusive of fuel with 100% full requirements provision. To the extent pricing differs depending on the contract term selected, the cost proposal shall provide pricing for each potential term. Pricing shall be for Primary Firm transportation service. The Fixed Basis Price option will be fixed as of the date specified in the proposal effective on the initial day of flow.

Only the below basis pricing will be considered. Based on the monthly nomination history and actual natural gas consumption, NC State needs 100% full requirements to mitigate potential under nomination risk. NC State's largest accounts are on interruptible rates; therefore, a prolonged curtailment could cause financial risk. The marketer/vendor is required to balance 100%. If at any time any pre-purchased commodity volumes are not consumed, the remaining pre-purchased volumes will be cashed out at the Fixed Basis plus the NYMEX settlement price.

You must download and complete the EXCEL FILES on BONFIRE under the requested information section. These are required documents. The browser will contain all cost information and questions that are provided below in the requested information section.

Please insert the basis pricing, as \$/MMBtu (Dth):			
Product	7/1/2026 – 06/30/2027 (12 months)	7/1/2026 – 12/31/2027 (18 months)	7/1/2026 – 06/30/2028 (24 months)
Basis Price (100% swing)			

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

<https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open>

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 *****