



# **STATE OF NORTH CAROLINA**

**Department of Natural and Cultural Resources**

**Invitation for Bid #: 46-DNCR-25-2029**

**Septic Tank Pumping Contract for Kerr Lake State Recreation Area**

**Date of Issue: September 9, 2024**

**Bid Opening Date: September 25, 2024**

**At 2:30 PM ET**

**Direct all inquiries concerning this IFB to:**

Dwayne Alston

Procurement Specialist

Email: [dwayne.alston@dn-cr.nc.gov](mailto:dwayne.alston@dn-cr.nc.gov)

Phone: 919-814-6734



## STATE OF NORTH CAROLINA

### Invitation for Bid #

**46-DNCR-25-2029**

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

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

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor eVP#

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

## STATE OF NORTH CAROLINA Department of Natural and Cultural Resources

Refer <u><b>ALL</b></u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See Section 2.5 for details: <b>Dwayne Alston</b>	Invitation for Bid #: 46-DNCR-25-2029
	Bids will be publicly opened: September 25, 2024, at 2:30 PM ET
Using Agency: DNCR, Kerr Lake State Recreation Area	Commodity No. and Description: 761217 - Liquid waste treatment
Requisition No.: RQ125675	

**EXECUTION**

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

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

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

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

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

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

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

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

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS** incorporated herein. These documents can be accessed from the Ariba Sourcing Tool.

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

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

**VALIDITY PERIOD**

Offer shall be valid for at least one hundred twenty (120) days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**ACCEPTANCE OF BIDS**

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The 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 the Department of Natural and Cultural Resources)**

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## 1.0 PURPOSE AND BACKGROUND

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The North Carolina Department of Natural and Cultural Resources, Division of State Parks, (hereinafter, "Department"), requires a Vendor to provide septic tank pumping and disposal services for Kerr Lake State Recreation Area (hereinafter, "Area"). The Area has septic tanks located in seven (7) different areas located in Vance and Warren Counties. The Vendor shall provide all necessary materials, tools, and equipment.

The Kerr Lake State Recreation Area Office is located at 6254 Satterwhite Point Road, Henderson, North Carolina 27537.

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

### 1.1 CONTRACT TERM

The Contract shall have a term of three (3) years, beginning on the date of final Contract execution (the "Effective Date").

The State reserves the right to extend the Contract after the last active term.

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

## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR BID DOCUMENT

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

### 2.2 E-PROCUREMENT FEE

**ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. 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/>.

#### What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

### 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the 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 IFB 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 bid or otherwise. This applies to any language

appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

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

## 2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	September 9, 2024
Submit Written Questions	Vendor	September 18, 2024, by 12:00 PM ET
Provide Response to Questions	State	September 20, 2024, by 5:00 PM ET
Submit Bids	Vendor	September 25, 2024 Call-in telephone number: 1-984-204-1487 Phone Conference ID number:
Contract Award	State	To Be Determined

**The Department of Natural and Cultural Resources will be conducting live bid openings over conference call. Below is the call-in information for this procurement's bid opening scheduled for Wednesday, September 25, 2024, at 2:00 PM ET.**

**Call-in telephone number: 1-984-204-1487**

**Phone Conference ID number: 165 339 890#**

## 2.5 BID QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "**IFB # 46-DNCR-25-2029 – Questions**" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. 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 IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

## 2.6 BID SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified



time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bids(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

#### Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. 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 bid with its bid submission, the Department may release an unredacted version if a record request is received.

## 2.7 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Vendor's Response. (Sections 4.1 Licensing, 5.1 Specifications and 6.1 Contract Manager and Customer Service)
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

- f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

## **2.8 ALTERNATE BIDS**

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

## **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 in the Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

- A. Contract Lead: Representative of the Department of Natural and Cultural Resources identified on the first page of this IFB who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State and is the individual who will administer the Contract for the State.
- B. Contract Manager: Representative of the Department of Natural and Cultural Resources or awarded Vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.

## **3.0 METHOD OF AWARD AND BID EVALUATION PROCESS**

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

While the intent of this IFB is to award a Contract(s) to a single Vendor, the 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 IFB 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 bids received.

### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

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

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General

Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's bid or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

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

### 3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the 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 IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

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 bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

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

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, under the IFB 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 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 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the 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

### 3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the 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 bids 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 IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

## 4.0 REQUIREMENTS

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

### 4.1 LICENSING

Vendors must submit a list of personnel with applicable licenses and relevant experience who will work at the Park. Each Vendor must include the following with their bid response:

- A list of vendor personnel with applicable licenses and experience who will be involved in the contract execution.
- A copy of the Vendor's current Septage Waste Management Firm Permit.

### 4.2 PRICING

Bid 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: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

### 4.3 INVOICES

Vendor shall invoice the Using agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Using Agency with one (1) invoice per deliverable, deadline, and invoice amount listed in the payment schedule below. Invoices shall include detailed line-item information to allow the Using Agency to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices, as relevant.

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Purchase Order Number, Service(s) Descriptions, and Price.

Bid Number: 46-DNCR-25-2029

Invoices must be submitted to the following address:

Vendor: \_\_\_\_\_

Accounts Payable

Department of Natural and Cultural Resources

PO# \_\_\_\_\_

4605 Mail Service Center

Raleigh, NC 27699-4605

Digital copies of invoices can be emailed to:

[DPR-AccountsPayable@ncparks.gov](mailto:DPR-AccountsPayable@ncparks.gov)

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

#### **4.6 REFERENCES**

Vendor shall upload to the Sourcing Tool 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 State 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 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 State.

#### **4.8 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 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 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.

#### 4.9 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 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.

#### 4.10 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 SPECIFICATIONS AND SCOPE OF WORK

#### 5.1 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.

The Vendor shall:

VENDOR'S EXPENSE		
Item #	Specifications	Product/Service Offered Meets Specification
1	Provide septic tank pumping and disposal services for seven (7) different locations at Kerr Lake State Recreation Area.	<input type="checkbox"/> YES <input type="checkbox"/> NO

2

Pump and clean a minimum of seven (7) septic tanks in the following locations throughout Kerr Lake State Recreation Area. Tank sizes are in estimated gallons. The Vendor shall properly dispose of all septic tank contents. The pumping and cleaning shall include cleaning the tank filter and adding the bacteria culture if necessary. Vendor shall provide a meter ticket showing gallons pumped to the Department Contract Administrator Bryce Fleming, [bryce.fleming@ncparks.gov](mailto:bryce.fleming@ncparks.gov), (252) 438-7791.

☐ YES ☐ NO

Location	Building/Facility	DOI#	Septic Tank Size
Henderson Point	Day use toilet	91-11-02	
	Ranger residence	91-11-112	1,000 Gallon Septic
	HR Group Use Facility (Community)	91-11-145	(1) 1500 Gallon and (3) 1200 Gallon Septic/ (2) 275 Gallon Dosing
	HP Shower House (Area 2)	91-11-147	8,000 Gallon Septic
	Fee Station	91-11-158	1,000 Gallon Septic/1,000 Gallon Dosing Tank
	HP Shower House (Area 1)	91-11-177	8,000 Gallon Septic (
	HP Dump Station	Unknown	(1) 2,000 Gallon and (1) 1,000 Gallon Septic Tank
Hibernia Park	HIB Residence	91-11-09	
	HIB Maintenance Shop	91-11-10	
	HIB Toilet Bldg. (Area 1)	91-11-15	
	HIB Group Area Toilet	91-11-16	
	HIB Washhouse BLDG (Area 1)	91-11-18	
	HIB Comfort Station (Day Use)	91-11-146	
	HIB Area 2 Washhouse	91-11-159	4,000 Gallon Septic/ 12,000 Gallon Dosing Tank

		HIB Fee Station	91-11-160	1,000 Gallon Septic		
		HIB Area 3 Washhouse	91-11-161			
		HIB Dump station (Near Area 2)	N/A			
		HIB Dump station (Near Area 1)	N/A	(2) 1,000 Gallon Septic Tanks		
	Nutbush Park	NB Toilet BLDG (Area 1)	91-11-102			
		NB Toilet BLDG (Area 4)	91-11-104			
		NB Toilet BLDG (Area 2)	91-11-176			
		NB Ranger Residence	91-11-105			
		NB Washhouse (Area 1)	91-11-111			
		NB Residence (Supt.)	91-11-121	1,000 Gallon Septic/1,000 Gallon Pump Tank		
		NB Washhouse (Area 3)	91-11-143	4,000 Gallon Septic/6,000 Gallon Pump Tank		
		NB Fee Station (NUBU South)	91-11-164	1,200 Gallon Septic		
		NB Fee Station (NUBU North)	91-11-173	(2) 1,000 Gallon Septic/4,000 Gallon Pump Tank		
		NB Dump station	N/A	(2) 1,000 Gallon Septic Tanks (Same system as 91-11-173)		
	Satterwhite Point and JC Cooper	SP Group Area Toilet	91-11-22			
		SP Fee Station	91-11-169	1,000 Gallon Septic		
		Residence at JCC	91-11-57			
		Residence at SP	91-11-58	1,000 Gallon Septic		



		SP Maintenance Shop	91-11-59		
		SP Group Area Washhouse	91-11-70	5,000 Gallon Septic	
		SP 1 <sup>st</sup> Come Washhouse	91-11-71		
		SP Shelter #3 Toilet	91-11-90	1,500 Gallon Septic and 1,500 Gallon Pump	
		SP 80 – 101 Loop Toilet	91-11-92		
		SP Washhouse (Main Campground)	91-11-142		
		SP Administrative BLDG	91-11-148	2,000 Gallon Septic Tank and 2,000 Gallon Pump Tank	
		SP Community Center	9-11-154		
		SP Swim Beach Toilet BDLG	9-11-167	(2) 1,500 Gallon Septic Tanks	
		SP/JCC Dump station	N/A	(2) 1,200 Gallon Septic Tanks	
	Bullocksville Park	BV Concession BLDG	91-11-34		
		BV Washhouse (Non-Electric Service)	91-11-39		
		BV Toilet (In Campground)	91-11-43		
		BV Toilet (In Day Use)	91-11-44		
		BV Ranger Residence	91-11-119	1,000 Gallon Septic	
		BV Community Center	91-11-149	2,500 Gallon Septic	
		BV Washhouse (Electric Sites)	91-11-152	4,000 Gallon Septic/10,000 Dosing Tank	
		BV Fee Station	91-11-157	1,000 Gallon Septic	
		BV Dump Station	N/A	1,200 Gallon Septic Tank	

	<table border="1"> <tr> <td>County Line Park</td><td>Toilet BLDG-County Line</td><td>93-09-93</td><td></td></tr> <tr> <td></td><td>Toilet BLDG – County Line</td><td>93-09-04</td><td></td></tr> <tr> <td></td><td>Toilet BLDG – County Line</td><td>91-11-178</td><td></td></tr> <tr> <td></td><td>CL Campground Washhouse</td><td>93-09-41</td><td>3,500 Gallon Septic</td></tr> <tr> <td></td><td>Maintenance Shop (County Line)</td><td>93-09-42</td><td>1,000 Gallon Septic</td></tr> <tr> <td></td><td>Residence – County Line</td><td>93-09-42</td><td>1,000 Gallon Septic</td></tr> <tr> <td></td><td>Entrance Station – County Line</td><td>93-09-47</td><td></td></tr> <tr> <td>Kimball Point</td><td>KP Area 1 Shower house</td><td>93-09-153</td><td></td></tr> <tr> <td></td><td>KP Area 2 Shower house</td><td>93-09-25</td><td></td></tr> <tr> <td></td><td>KP Toilet Near Site 34</td><td>93-09-33</td><td></td></tr> <tr> <td></td><td>KP Toilet Near Site 78</td><td>93-09-35</td><td></td></tr> <tr> <td></td><td>KP Entrance Station</td><td>93-09-45</td><td></td></tr> <tr> <td></td><td>KP Ranger Residence</td><td>93-09-38</td><td></td></tr> <tr> <td></td><td>KP Dump Station</td><td>N/A</td><td></td></tr> </table>	County Line Park	Toilet BLDG-County Line	93-09-93			Toilet BLDG – County Line	93-09-04			Toilet BLDG – County Line	91-11-178			CL Campground Washhouse	93-09-41	3,500 Gallon Septic		Maintenance Shop (County Line)	93-09-42	1,000 Gallon Septic		Residence – County Line	93-09-42	1,000 Gallon Septic		Entrance Station – County Line	93-09-47		Kimball Point	KP Area 1 Shower house	93-09-153			KP Area 2 Shower house	93-09-25			KP Toilet Near Site 34	93-09-33			KP Toilet Near Site 78	93-09-35			KP Entrance Station	93-09-45			KP Ranger Residence	93-09-38			KP Dump Station	N/A		
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3	Perform ALL work in accordance with Article 11 of Chapter 130A of the General Statutes of North Carolina and all other state and federal guidelines.	<input type="checkbox"/> YES <input type="checkbox"/> NO																																																								
4	Service will be required on an as-needed basis; however, peak usage of the recreational areas is from late May to early September. During this time frame, quick or emergency service is most likely needed. It is estimated that between 6 and 15 trips for this type of service will be required.	<input type="checkbox"/> YES <input type="checkbox"/> NO																																																								
5	Provide Material Safety Data Sheets (MSDS) for all chemicals used for the cleaning of the septic tanks including biological and chemical additives. The usage of chemicals and additives that harm the septic tank systems and soil are strictly prohibited.	<input type="checkbox"/> YES <input type="checkbox"/> NO																																																								

6	Perform emergency septic tank repairs during regular, non-overtime hours for non-scheduled maintenance and overnight during weekends and holidays for non-scheduled maintenance. The Vendor shall provide emergency service after responding to a telephone call from the Contract Manager or designee. The Vendor shall contact the Contract Manager or designee within one (1) hour upon receiving the emergency service call and provide on-site service within four (4) hours of the emergency service call. Travel hours, truck charges, mileage, fuel charges and administrative fees shall not be billed except in the hourly rate for repairs. The Vendor shall bill only for the time signed in and out at the Center.	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	Provide the Department Contract Manager Bill Stanley, <a href="mailto:bill.stanley@ncparks.gov">bill.stanley@ncparks.gov</a> , (252) 438-7791, with a written cost estimate of repair work and service while on-site during emergency service calls. The Department Contract Manager must approve all repairs before any work is performed.	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	Perform septic tank pumping, cleaning, and removal on regular workdays Monday through Friday, 8:00 AM ET to 5:00 PM ET. The Vendor shall be available on weekends, holidays and after 5:00 PM ET on weekdays in the event of an unforeseeable emergency that requires emergency septic tank repair service.	<input type="checkbox"/> YES <input type="checkbox"/> NO
9	Perform additional work scheduled routine monthly maintenance while on-site due to an emergency service call. The Vendor shall consult Department Contract Manager or designee with the availability of parts and time required to complete the emergency service repair and call.	<input type="checkbox"/> YES <input type="checkbox"/> NO
10	Submit a written report of all findings from maintenance or service calls, inspections, tests and repairs to the Department Contract Manager or designee at the completion of each service visit.	<input type="checkbox"/> YES <input type="checkbox"/> NO
11	Check in and out with the Department Contract Manager or designee upon arrival on-site of each service call, after completing all work, and prior to departing the facility. The Vendor shall inform the Department Contract Manager or designee of work completion status.	<input type="checkbox"/> YES <input type="checkbox"/> NO
12	Supply all tools including a sludge judge and materials necessary to complete the scope of work.	<input type="checkbox"/> YES <input type="checkbox"/> NO
13	Possess all permits required to transport and dispose of waste.	<input type="checkbox"/> YES <input type="checkbox"/> NO
14	Use new Original Equipment Manufacturer (OEM) or manufactured septic tank parts. ALL septic tank parts shall be new OEM. Vendor shall seek authorization from the Department Contract Manager or designee to use remanufactured parts. Used parts are not acceptable.	<input type="checkbox"/> YES <input type="checkbox"/> NO

15	Identify and provide the names of the employee(s) assigned to each service call to the Department Contract Manager before the commencement of work.	<input type="checkbox"/> YES <input type="checkbox"/> NO
16	Abide by all State Park rules and regulations while on State Property, especially all posted speed limits.	<input type="checkbox"/> YES <input type="checkbox"/> NO

## 5.2 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.

## 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:	

Department of Natural and Cultural Resources	
Contract Manager	Contract Lead
Bill Stanley Park Superintendent IV Kerr Lake State Recreation Area 6254 Satterwhite Point Road Henderson, NC 27537 Office: (252) 438-7791 Email: <a href="mailto:bill.stanley@ncparks.gov">bill.stanley@ncparks.gov</a>	Dwayne Alston Procurement Specialist NC DNCR, Purchasing Office 109 East Jones Street Raleigh, NC 27601-2807 Phone: (919) 814-6734 Email: <a href="mailto:dwayne.alston@dncr.nc.gov">dwayne.alston@dncr.nc.gov</a>

## 6.2 CONTINUOUS IMPROVEMENT

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

## 6.3 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 Department Contract Manager.

Acceptance of Vendor's work product shall be based on the following criteria:

**Work is performed to the satisfaction of the Department Contract Manager.**

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.

## 6.4 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or 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 one (1) month 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.

## 6.5 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.

## **6.6 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 made through the Contract Lead.

## **6.7 ATTACHMENTS**

All attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

**The remainder of this page is intentionally left blank.**

**ATTACHMENTNT A: PRICING FORM begins on the next page.**

## ATTACHMENT A: PRICING FORM

**FURNISH AND DELIVER:** The Bid Price shall be submitted ONLY on the form and in the format provided. The Vendor shall not alter the pricing sheet in any way, or the bid shall be deemed non-responsive and shall not be evaluated further.

ITEM	LOCATION	(A) SITE VISIT SERVICE CHARGE PER CALL	(B) DISPOSAL COST PER GALLON OF WASTE PUMPED  This price includes all travel, disposal, fuel fees, and any administrative fees	(C) DISPOSAL COST PER GALLON (B) x 2000 GALLONS  THIS QTY IS FOR BID EVALUATION PURPOSES ONLY AND NOT A GUARANTEE OF VOLUME/SERVICE	(D) ESTIMATED ANNUAL DISPOSAL COST PER SITE COST OF 2000 GALLONS (C) x 3 (est. annual number of visits)	(E) EXTENDED COST Add columns A [cost per site visit] + D [estimated annual disposal cost])
1	Kimball Point  Kimball Point Entrance Station: 460 Kimball Point Road Manson, NC 27553	\$ _____	\$ _____ Price for single gallon of pumped waste	\$ _____ Price for 2000 gallons of pumped waste	\$ _____	\$ _____
2	County Line Park  County Line Park Entrance Station: 200 County Line Park Rd. Manson, NC 27553	\$ _____	\$ _____ Price for single gallon of pumped waste	\$ _____ Price for 2000 gallons of pumped waste	\$ _____	\$ _____

3	Bullocksville Park  Bullocksville Park Entrance Station: 3050 Bullocksville Park Rd., Manson, NC 27553	\$ _____	\$ _____ Price for single gallon of pumped waste	\$ _____ Price for 2000 gallons of pumped waste	\$ _____	\$ _____
4	Satterwhite Point/JC Cooper Park  Satterwhite Point/JC Cooper Campground Entrance Station: 20 Shoreline LN, Henderson, NC 27537	\$ _____	\$ _____ Price for single gallon of pumped waste	\$ _____ Price for 2000 gallons of pumped waste	\$ _____	\$ _____
5	Nutbush Park  Nutbush Park North Entrance Station: 115 Jack Wade Farm LN, Henderson, NC 27537	\$ _____	\$ _____ Price for single gallon of pumped waste	\$ _____ Price for 2000 gallons of pumped waste	\$ _____	\$ _____
6	Hibernia Park  Hibernia Park Entrance Station: 2041 Hibernia Rd., Henderson, NC 27537	\$ _____	\$ _____ Price for single gallon of pumped waste	\$ _____ Price for 2000 gallons of pumped waste	\$ _____	\$ _____



7	Henderson Point  Henderson Point Entrance Station: 1427 Reverend Henderson Rd., Henderson, NC 27537	\$ _____	\$ _____ Price for single gallon of pumped waste	\$ _____ Price for 2000 gallons of pumped waste	\$ _____	\$ _____
	<b>TOTAL COST Add Items 1-7</b>					\$ _____