



## **STATE OF NORTH CAROLINA**

**Department of Natural and Cultural Resources**

**Invitation for Bid #: 46-DNCR-26-2118**

**Wastewater Maintenance for Mount Mitchell State Park**

**Date of Issue: October 31, 2025**

**Bid Opening Date: November 19, 2025**

**At 2:00 PM ET**

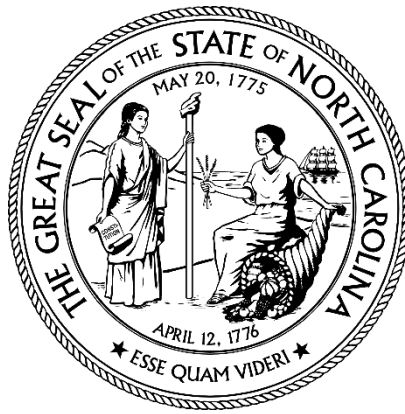
**Direct all inquiries concerning this IFB to:**

Laura Terry

Procurement Specialist

Email: [laura.terry@dncr.nc.gov](mailto:laura.terry@dncr.nc.gov)

Phone: 919-814-6733



## STATE OF NORTH CAROLINA

### Invitation for Bid #

**46-DNCR-26-2118**

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>

<b>STATE OF NORTH CAROLINA</b> <b>Department of Natural and Cultural Resources</b>	
Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details: Laura Terry	Invitation for Bid No.: 46-DNCR-26-2118
	Bids will be publicly opened: November 19, 2025, at 2:00 PM ET
Using Agency: DNCR, Mount Mitchell State Park Requisition No.: RQ217770	Commodity No. and Description: 711719 - Formation water testing services

**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:		
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Bid Number: 46-DNCR-26-2118

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

**VALIDITY PERIOD**

Offer shall be valid for at least one hundred (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.

<p><b><u>FOR STATE USE ONLY:</u></b> Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;"><b>(Authorized Representative of the Department of Natural and Cultural Resources)</b></p>
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## 1.0 PURPOSE AND BACKGROUND

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The North Carolina Department of Natural and Cultural Resources, Mount Mitchell State Park (hereinafter, "Park") requires a qualified Vendor to provide wastewater maintenance and well water testing.

Mount Mitchell State Park is located at 2388 NC-128, Burnsville, NC 28714. The entrance to the park is off the Blue Ridge Parkway. The Blue Ridge Parkway is closed north of the park. Access to the park is from the Asheville side of the Blue Ridge Parkway only.

The intent of this solicitation is to award an Agency 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	October 31, 2025
Hold Site Visit	State	November 12, 2025, at 12:00 PM ET
Submit Written Questions	Vendor	November 13, 2025, by 12:00 PM ET
Provide Response to Questions	State	November 14, 2025, by 4:00 PM ET
Submit Bids	Vendor	November 19, 2025, at 2:00 PM ET
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, November 19, 2025, at 2:00 PM ET.**

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

Phone Conference ID number: #

**2.5 SITE VISIT**

**Urged and Cautioned Site Visit**

Date: November 12, 2025  
Time: 12:00 PM Eastern Time  
**Location:** Mount Mitchell State Park (Park Office)  
2388 State Highway 128  
Burnsville, NC 28714  
Contact: Robert McGraw  
Contact #: (828) 867-4001

**Instructions:** Vendor representatives are URGED and CAUTIONED to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. A non-mandatory site visit is scheduled for this IFB. Submission of a bid shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this IFB.

Vendor is cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this IFB, must be confirmed by written addendum before it can be considered to be a part of this IFB and any resulting contract.

**2.6 BID QUESTIONS**

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

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-26-2118 – 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.

## 2.7 BID SUBMITTAL

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

## 2.8 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 versions 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 4.9 License, 5.1 Specifications and 6.2 Contact Manager and Customer Service)
- D. Completed version of ATTACHMENT A: PRICING FORM
- 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

## 2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. 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.

## 2.10 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. Procurement 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 procurement lead 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 procurement lead 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

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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 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 it 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.

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

**4.2 INVOICES**

Vendor shall invoice the Using agency. Late fees, processing charges and other fees shall not be billed and shall not be paid by the State. The Vendor invoice shall not include charges in advance of service. 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 match the purchase order line items and charges for items and/or services. The Vendor invoice 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. The Vendor invoice with the corresponding purchase order number shall include products and services included in the purchase order. Items not included in the purchase order shall be billed separately. At a minimum, the following fields shall be included on all invoices, as relevant. Invoice or bill after all the above is complete and work is approved by the Department Contract Manager.

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

Invoices must be submitted to the following address: NC State Parks  
PO # NC#  
1615 Mail Service Center  
Raleigh, NC 27699-1615

Digital copies of invoices can be emailed to: [DPR-AccountsPayable@ncparks.gov](mailto:DPR-AccountsPayable@ncparks.gov)

**4.3 FINANCIAL STABILITY**

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

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The 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.

**4.4 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.

**4.5 REFERENCES**

Vendor shall upload at least three (3) references to the Sourcing Tool, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. References shall not be from the same company or from the soliciting State entity. 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.

**4.6 BACKGROUND CHECK**

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.

**4.7 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 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.

**4.8 VENDOR'S REPRESENTATIONS**

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the 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 LICENSE**

Vendors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts.

Vendor shall have an Operator in Responsible Charge (ORC) with a current certification by the Water Pollution Control System Operators Certification Commission and one or more certified operator(s) as back up ORC(s) and provide proof of current licenses with bid response.

Vendor shall provide an Operator in Responsible Charge (ORC) with a current certification by the Water Pollution Control System Operators Certification Commission and one or more certified operator(s) as back up ORC(s). Vendor shall provide proof of certifications with bid response.

**Vendor has included proof of Operators in Responsible Charge (ORC) with current certifications with bid response?**

YES  NO

**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

B. The awarded Vendor shall have commercial liability insurance and provide proof of current insurance within five (5) days of contract award.

**4.11 SUBCONTRACTORS**

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

**4.12 SECRETARY OF STATE REGISTRATION**

Upon notification of award, the selected Vendor(s) shall complete registration with the NC Secretary of State and shall furnish evidence of filing to the Procurement Lead. Failure to provide proof of registration will result in the removal as a selected Vendor(s) from the contract award. Note that any prolonged (longer than ten (10) business days) notification of evidence of filing may result in a disqualification for award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute “transacting business” in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

**5.0 SPECIFICATIONS AND SCOPE OF WORK**

**5.1 SPECIFICATIONS**

The specific items and any specifications that the Procurement Entity 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 RESPONSE		
Item #	Specifications	Product/Service Offered Meets Specification
1	Provide an Operator in Responsible Charge (ORC) for Mount Mitchell State Park to maintain the Wastewater Collection, Treatment and Subsurface Disposal System with the following components: A. One (1) 5,000-gallon pump tank B. One (1) 3,000- gallon septic tank C. One (1) 450 square foot, 5 GPD re-circulating, lined sand filter (covered with small stones) D. One (1) tablet chlorinator E. One (1) Perc-Rite Model W30C filter assembly with dual 23 GPM pumps F. One (1) 44-acre (two zone) drip irrigation area G. Associate valves, piping, and other miscellaneous operational items.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Provide an ORC with a current certification by the Water Pollution Control System Operators Certification Commission in accordance with 15A NCAC 08G .0200 to maintain the Wastewater Collection, Treatment and Subsurface Disposal System and one or more certified operator(s) as back up ORC(s) with one (1) onsite service visit per week. Responsibilities of the ORC as outlined in the North Carolina Environmental Management Wastewater Irrigation System	<input type="checkbox"/> YES <input type="checkbox"/> NO

	<p>Permit WQ0012690 (hereinafter “Wastewater Permit WQ0012690”) are listed below. A copy of the North Carolina Environmental Management Wastewater Irrigation System Permit WQ0012690 is included as ATTACHMENT I to this RFQ.</p> <ul style="list-style-type: none"> <li>A. Inspect the storage, pump, and alarm (if alarms are installed) with one (1) onsite visit per week.</li> <li>B. Check the tablet chlorinator one (1) time per week. Add newly manufactured tablets to the system, as necessary. Tablets to be furnished by the Vendor.</li> <li>C. Inspect the drip irrigation system one (1) time per month and at the same time of the weekly onsite visit.</li> <li>D. Check the septic tank one (1) time per year. The Vendor shall communicate to Department Contract Manager if the scum layer needs to be removed and the tank pumped out. The Park will be responsible for removing the scum layer and pumping out the tank.</li> <li>E. Inspect the 450-square-foot lined sand filter to make sure it is covered and to ensure that rainwater is not collected and discharged through the drip irrigation lines. Inspect the air circulation above the lined sand filter to make sure air flow is not restricted.</li> <li>F. Inspect the system for ponding in or runoff from the irrigation sites listed in Attachment B of Wastewater Permit WQ0012690. [15A NCAC 02T .0108(b)(1)]</li> <li>G. Not perform irrigation during inclement weather or when the ground is in a condition that will cause ponding or runoff. [15A NCAC 02T .0108(b)(1)]</li> <li>H. Test and calibrate irrigation equipment a minimum of one (1) time per permit cycle. Calibration records shall be maintained onsite for a period of no less than five (5) years and shall be made available to the Park and North Carolina Environmental Management Commission upon request.</li> <li>I. Perform the following tests of the effluent according to Attachment A of Wastewater Permit WQ0012690. [15A NCAC 02T .0108(c)]             <ul style="list-style-type: none"> <li>1) BOD, 5-day – one (1) time every six (6) months</li> <li>2) Coliform, Fecal MF, M-FC, Broth – one (1) time every six (6) months</li> <li>3) Flow, in Conduit or thru Treatment Plant – one (1) time per month</li> <li>4) Nitrogen, Ammonia Total (as N) – one (1) time every six (6) months</li> <li>5) pH – one (1) time every six (6) months</li> <li>6) Solids, Total Suspended – one (1) time every six (6) months</li> </ul> </li> <li>J. Not allow automobiles or machinery on the irrigation sites or while maintenance is being performed. [15A NCAC 02T .0108(b)(1)]</li> <li>K. Utilize the drip irrigation system from May 15, 2026, to October 15, 2026, May 15, 2027, to October 15, 2027, and May 15, 2028 to October 2028 only. The existing subsurface disposal system permitted by the Division of Environmental Health shall be utilized from the date of contract execution to May 14, 2026. The Department is mostly closed to visitors and the wastewater flow is at a minimum volume through October through May of each year.</li> <li>L. Check to ensure residuals generated from the wastewater treatment facilities are disposed of or utilized in accordance with 15A NCAC 02T .1100.</li> <li>M. Check to ensure untreated or partially treated wastewater is not bypassing the treatment facilities. 15A NCAC 02T .0505(j)]</li> <li>N. Utilize a certified laboratory to conduct all laboratory analyses for the required effluent, groundwater, or surface water parameters. [15A NCAC 02H .0800]</li> <li>O. Continuously monitor flow through the treatment facility and daily average flow values shall be reported on Form NDMR. Flow may be estimated from water use records, provided the Park’s water use is metered. Daily average flow values shall be calculated by dividing the monthly metered water usage by the number of days in the month. [15A NCAC 02T .0105(k), 02T .0108(c)]</li> <li>P. Maintain adequate records tracking the amount of effluent irrigated. At a minimum, these records shall include the following information for each irrigation site listed in Attachment B of Wastewater Permit WQ0012690.             <ul style="list-style-type: none"> <li>1) Date of irrigation.</li> <li>2) Volume of effluent irrigated.</li> <li>3) Site irrigated.</li> <li>4) Length of time site is irrigated.</li> </ul> </li> </ul>	
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	<p>5) Continuous weekly, monthly, and year-to-date hydraulic (inches/acre) loadings.                  6) Continuous monthly and year-to-date loadings for any non-hydraulic parameter specifically listed in Attachment B of Wastewater Permit WQ0012690.                  7) Weather condition.                  8) Maintenance of cover crops.</p> <p>Q. Submit three (3) copies of all monitoring data on Form NDMR for each PPI and three (3) copies of all operation and disposal records on Form NDAR-1 for every site in Attachment B of Wastewater Permit WQ0012690 on or before the last day of the following month. If no activities occurred during the monitoring month, monitoring reports are still required documenting the absence of the activity. All information shall be submitted to the following address: [15A NCAC 02T .0105(1)]                  Division of Water Resources                  Information Processing Unit                  1617 Mail Service Center                  Raleigh, North Carolina 27699-1617</p> <p>R. Maintain a record of all residuals from the facility for a period of no less than five (5) years and shall be made available to the Division of State Parks and Recreation (hereinafter "Division") and accessible to the Park. At minimum, the record shall include:                  1) Name of the residuals hauler.                  2) Non-Discharge permit number authorizing the residuals disposal, or a letter from a municipality agreeing to accept the residuals.                  3) Date of the residuals hauled.                  4) Volume of residuals removed.                  15A NCAC 02T .0108(b)(1)]</p> <p>Maintain a maintenance log to be kept onsite and accessible to the Park. The log shall be kept for a period of no less than five (5) years and shall be made available to the Park upon request. At a minimum, the log shall contain visual observations of the plant and plant site; and a record of preventive maintenance (e.g., changing of equipment, adjustments, testing, inspections, cleanings, etc.)</p>																
	<p>S. Conduct an annual representative soils analysis (i.e., Standard Soil Fertility Analysis) in each irrigation site listed in Attachment B of Wastewater Permit WQ0012690. These results shall be maintained at the facility for a period of no less than five (5) years and shall be made available to the Division upon request. The soils analysis for 2021 has been completed and the results are accessible by the Vendor and kept onsite. At a minimum, the Standard Soil Fertility Analysis shall include the following parameters:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <tr> <td style="padding: 5px;">Acidity</td> <td style="padding: 5px;">Exchangeable Sodium Percentage</td> <td style="padding: 5px;">Phosphorus</td> </tr> <tr> <td style="padding: 5px;">Base Saturation (by calculation)</td> <td style="padding: 5px;">Magnesium</td> <td style="padding: 5px;">Potassium</td> </tr> <tr> <td style="padding: 5px;">Calcium</td> <td style="padding: 5px;">Manganese</td> <td style="padding: 5px;">Sodium</td> </tr> <tr> <td style="padding: 5px;">Cation Exchange Capacity</td> <td style="padding: 5px;">Percent Humic Matter</td> <td style="padding: 5px;">Zinc</td> </tr> <tr> <td style="padding: 5px;">Copper</td> <td style="padding: 5px;">pH</td> <td></td> </tr> </table> <p>[15A NCAC 02T .0108(c)]</p>	Acidity	Exchangeable Sodium Percentage	Phosphorus	Base Saturation (by calculation)	Magnesium	Potassium	Calcium	Manganese	Sodium	Cation Exchange Capacity	Percent Humic Matter	Zinc	Copper	pH		<input type="checkbox"/> YES <input type="checkbox"/> NO
Acidity	Exchangeable Sodium Percentage	Phosphorus															
Base Saturation (by calculation)	Magnesium	Potassium															
Calcium	Manganese	Sodium															
Cation Exchange Capacity	Percent Humic Matter	Zinc															
Copper	pH																
3	<p>Perform quarterly, annually, and/or periodic laboratory tests at specific park locations by permit and collect and analyze all water samples taken by the ORC. Lab tests include Effluent Dispersion Logs. Soil tests include acidity, exchangeable sodium percentage, phosphorus, base saturation (by calculation) magnesium, potassium, potassium, calcium, manganese, sodium, cation exchange capacity, percent humic matter, zinc, copper, and pH. Specific locations and laboratory tests are listed below.</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <tr> <td style="padding: 5px;"><b>LOCATION</b></td> <td style="padding: 5px;"><b>REQUIRED LAB TEST</b></td> <td style="padding: 5px;"><b>TESTING TIMES</b></td> </tr> </table>	<b>LOCATION</b>	<b>REQUIRED LAB TEST</b>	<b>TESTING TIMES</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO												
<b>LOCATION</b>	<b>REQUIRED LAB TEST</b>	<b>TESTING TIMES</b>															

	<p>Mount Mitchell Wastewater Permit #WQ0005426</p> <p>Effluent Dispersion Logs</p> <p>Soil Analyses: Acidity, Exchangeable sodium percentage, phosphorus, base saturation (by calculation), magnesium, potassium, calcium, manganese, sodium, cation exchange capacity, percent humic matter, zinc, copper, pH</p>	<p>Monthly, October May – September</p> <p>Once yearly – July</p>	
4	<p>Schedule all lab testing with Tim Robinson, Maintenance Construction Technician III, Phone: 828-675-4611, Email: <a href="mailto:Tim.Robinson@ncparks.gov">Tim.Robinson@ncparks.gov</a>.</p>		<input type="checkbox"/> YES <input type="checkbox"/> NO
5	<p>Report all results of water tests to Tim Robinson, Maintenance Construction Technician III, and the NC Division of Water Resources within seven (7) to thirty (30) days, depending upon the type of lab analysis performed. Email lab results to <a href="mailto:Tim.Robinson@ncparks.gov">Tim.Robinson@ncparks.gov</a>. Mail hard copy lab results to: Mount Mitchell State Park Attn: Tim Robinson 2388 State Hwy 128 Burnsville, NC 28714</p>		<input type="checkbox"/> YES <input type="checkbox"/> NO
6	<p>Provide and mail new sampling bottles for the collection of water samples to the respective testing agencies. Not to be sent via FedEx.</p>		<input type="checkbox"/> YES <input type="checkbox"/> NO
7	<p>NOT have access to areas beyond those needed to perform the work.</p>		<input type="checkbox"/> YES <input type="checkbox"/> NO
8	<p>Adhere to all Park speed limits and State of North Carolina traffic laws while performing the work.</p>		<input type="checkbox"/> YES <input type="checkbox"/> NO
9	<p>Perform all work during Area business hours of 8:00 AM to 5:00 PM daily. The Area is closed most State of North Carolina Holidays as listed @ <a href="https://oshr.nc.gov/state-employee-resources/benefits/leave/holidays">https://oshr.nc.gov/state-employee-resources/benefits/leave/holidays</a> and weekends between Labor Day and Easter.</p>		<input type="checkbox"/> YES <input type="checkbox"/> NO
10	<p>Maintenance and repairs of the wastewater system and drinking water supply are not included in this contract. The Park may contact the Vendor for repairs and to provide an itemized quote. At no point shall repairs be performed without the approval of an itemized quote approved in advance of the work by the Department Contract Manager. The Vendor shall provide the labor rate per hour for repairs performed during business hours Monday through Friday 8:00 AM to 5:00 PM and the labor rate per hour for repairs after business hours, nights, weekends, and holidays on ATTACHEMENT A: PRICING.</p>		<input type="checkbox"/> YES <input type="checkbox"/> NO
11	<p>Contact the Department Contract Manager in the event of inclement weather or conditions that delay or prevent performing the work. The Vendor and Department Contract Manager will agree on an alternate test date.</p>		<input type="checkbox"/> YES <input type="checkbox"/> NO
12	<p>Check in and out with the ORC/Department Contract Manager upon arrival on-site of each service call, after completing all work and prior to departing the facility.</p>		<input type="checkbox"/> YES <input type="checkbox"/> NO
13	<p>Maintain adequate records of effluent irrigation and submit reports to the Division of Water Resources as required and outlined in Wastewater Permit WQ0012690.</p>		<input type="checkbox"/> YES <input type="checkbox"/> NO
14	<p>Maintain the logbook of work kept onsite in the pump house.</p>		<input type="checkbox"/> YES <input type="checkbox"/> NO
15	<p>Contact the Department Contract Manager when a system emergency occurs or when a system fails to operate according to manufacturer specifications. The Vendor may be asked to assist the Department Contract Manager in reporting the emergency or system failure(s) to oversight authorities.</p>		<input type="checkbox"/> YES <input type="checkbox"/> NO

<p>16</p>	<p>Consider the additional information:</p> <p>A. There is a well at Camp Alice that is a back up to the spring that is used. Though a second well was drilled near the office, it does not have the flow to keep up with the park’s need, so it was abandoned.</p> <p>B. There are no boosters. There is a pump house at Camp Alice that pumps water to the Park’s chlorinating system, then a pump that pumps water up the mountain to the bathroom facility at the summit.</p> <p>C. There is one (1) treatment site for the drinking water system above the campground.</p> <p>D. There is only one (1) treatment site.</p> <p>E. There are four (4) wastewater and subsurface sites: subsurface at the office, restaurant, maintenance/staff housing, and the summit. There is one (1) above ground drip irrigation that is part of the summer operation at the maintenance/staff housing septic system. Reporting is monthly, semi-annually, and annually, pending the test run. Water reports/chlorination reports are submitted monthly per permit. The Vendor shall submit reports for the semi-annual and annual tests to the Park.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>17</p>	<p>Not remove fine metals from the water. The well water is a spring fed public water system with a backup well system. There are no hard iron or metals in the well water.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>18</p>	<p>Review the application for the new permit and assist the Park with submittal to the governing agency.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>19</p>	<p>The Park will:</p> <ol style="list-style-type: none"> <li>1. Effectively maintain wastewater and drinking water systems through repairs to ensure the systems are operating according to manufacturer specifications.</li> <li>2. Maintain the sand filter.</li> <li>3. Maintain a suitable year-round vegetative cover such that crop health is optimized, allows for even distribution of effluent, and allows inspection of the irrigation system. [15A NCAC 02T .0108(b)(1)]</li> <li>4. Take all adequate measures to prevent ponding in or runoff from the irrigation sites listed in Attachment B of Wastewater Permit WQ0012690. [15A NCAC 02T .0108(b)(1)]</li> <li>5. Prohibit public access to irrigation sites and wastewater treatment facilities. [15A NCAC 02T .0505(q)]</li> <li>6. Report by telephone to the Asheville Regional Office, telephone number 828-296-4500, as soon as possible, but in no case more than twenty-four (24) hours, or on the next working day following the occurrence or first knowledge of any of the following:             <ol style="list-style-type: none"> <li>A. Treatment of wastes abnormal in quantity or characteristic, including the known passage of a hazardous substance.</li> <li>B. Any process unit failure (e.g., mechanical, electrical, etc.), due to known or unknown reasons, rendering the facility incapable of adequate wastewater treatment.</li> <li>C. Any facility failure resulting in a by-pass directly to receiving surface waters.</li> <li>D. Any time self-monitoring indicates the facility has gone out of compliance with its permit limitations.</li> <li>E. Ponding in or runoff from the irrigation sites.</li> </ol> </li> </ol> <p>Any emergency requiring immediate reporting (e.g., discharges to surface waters, imminent failure of a storage structure, etc.) outside normal business hours shall be reported to the Division’s Emergency Response personnel at telephone number 800-662-7956, 800-858-0368, or 919-733-3300. The Contract Manager reporting such occurrences by telephone shall also file a written report in letter form within five (5) days following first knowledge of the occurrence. This report shall outline the actions taken or proposed to be taken to ensure the problem does not recur. [15A NCAC 02T .0105(l), 02T -0108(b)(1)]</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>

## 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 CONTRACTING AGENCY CONTACT INFORMATION**

<b>Department of Natural and Cultural Resources</b>	
<b>Contract Manager</b>	<b>Procurement Lead</b>
Robert McGraw Park Superintendent Mount Mitchell State Park 2388 NC-128 Burnsville, NC 28714 Phone: (828) 675-4611 Email: <a href="mailto:robert.mcgraw@ncparks.gov">robert.mcgraw@ncparks.gov</a>	Laura Terry Procurement Specialist II NC DNCR, Purchasing Office 109 East Jones Street Raleigh, NC 27601-2807 Phone: (919) 814-6733 Email: <a href="mailto:laura.terry@dn-cr.nc.gov">laura.terry@dn-cr.nc.gov</a>

**6.2 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.

<b>Contract Manager Point of Contact</b>	
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 (define roles and responsibilities).

<b>Customer Service Point of Contact</b>	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

**6.2 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.

**6.3 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 Contract Manager.

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

**Work is completed to the satisfaction of the Contract Department 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 Procurement Lead.

**6.7 ATTACHMENTS**

All attachments to this IFB 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.**

**ATTACHMENT ONE: WASTEWATER IRRIGATION SYSTEM PERMIT**

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ROY COOPER  
*Governor*  
MICHAEL S. REGAN  
*Secretary*  
S. DANIEL SMITH  
*Director*



July 24, 2020

KEVIN BISCHOF – SUPERINTENDENT  
NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
2388 NC 128  
BURNSVILLE, NORTH CAROLINA 28714-8806

Subject: Permit No. WQ0012690  
Mount Mitchell State Park WWTF  
Wastewater Irrigation System  
Yancey County

Dear Mr. Bischof:

In accordance with your permit renewal request received May 12, 2020, we are forwarding herewith Permit No. WQ0012690 dated July 24, 2020, to the North Carolina Department of Natural and Cultural Resources for the continued operation of the subject wastewater treatment and irrigation facilities. Please note that this renewed permit shall become effective on October 1, 2020 (i.e., the day after the expiration date of the existing permit).

This permit shall be effective from October 1, 2020 through September 30, 2026, shall void Permit No. WQ0012690 issued May 14, 2015, and shall be subject to the conditions and limitations therein. **The Permittee shall submit a renewal application no later than April 3, 2026.**

Please pay attention to the monitoring requirements listed Attachments A and B, for they may differ from the previous permit issuance. Failure to establish an adequate system for collecting and maintaining the required operational information shall result in future compliance problems.

**The Division has removed the following permit condition since the last permit issuance dated May 14, 2015:**

- Old Condition VI.2. – This condition has been removed because the permit is not voidable.

**The following permit conditions are new since the last permit issuance dated May 14, 2015:**

- Condition II.10. – All setbacks applicable to 15A NCAC 02H .0219(j)(5) have been added.
- Condition III.14. – Metering equipment shall be tested and calibrated annually.
- Condition IV.8. – The maintenance log shall now also include the calibration dates of meters and equipment.
- Condition VI.10. – This permit shall not be renewed if the Permittee or any affiliation has not paid the required annual fee.



North Carolina Department of Environmental Quality | Division of Water Resources  
512 North Salisbury Street | 1617 Mail Service Center | Raleigh, North Carolina 27699-1617  
919.707.9000

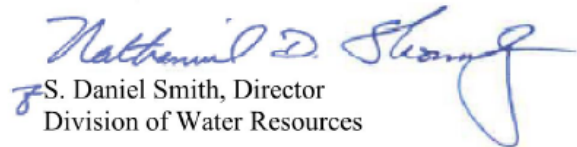
Mr. Kevin Bischof  
July 24, 2020  
Page 2 of 2

- Effluent Monitoring Requirements – The sampling parameters and frequencies listed in Attachment A have been updated in accordance with the Division’s Effluent Monitoring Policy dated February 9, 2016.

If any parts, requirements, or limitations contained in this permit are unacceptable, the Permittee has the right to request an adjudicatory hearing upon written request within 30 days following receipt of this permit. This request shall be in the form of a written petition, conforming to Chapter 150B of the North Carolina General Statutes, and filed with the Office of Administrative Hearings at 6714 Mail Service Center, Raleigh, NC 27699-6714. Otherwise, this permit shall be final and binding.

If you need additional information concerning this permit, please contact Poonam Giri at (919) 707-3656 or [pooanm.giri@ncdenr.gov](mailto:pooanm.giri@ncdenr.gov).

Sincerely,

  
S. Daniel Smith, Director  
Division of Water Resources

cc: Yancey County Health Department (Electronic Copy)  
Asheville Regional Office, Water Quality Regional Operations Section (Electronic Copy)  
Laserfiche File (Electronic Copy)  
Digital Permit Archive (Electronic Copy)

**NORTH CAROLINA**  
**ENVIRONMENTAL MANAGEMENT COMMISSION**  
**DEPARTMENT OF ENVIRONMENTAL QUALITY**  
**RALEIGH**  
**WASTEWATER IRRIGATION SYSTEM PERMIT**

In accordance with the provisions of Article 21 of Chapter 143, General Statutes of North Carolina as amended, and other applicable Laws, Rules, and Regulations

PERMISSION IS HEREBY GRANTED TO

**North Carolina Department of Natural and Cultural Resources**  
 Yancey County

FOR THE

continued operation of a 1,800 gallon per day (GPD) wastewater treatment and irrigation facility consisting of:

a 5,000 gallon pump tank; a 3,000 gallon septic tank; a 450 square foot (ft<sup>2</sup>) re-circulating lined sand filter (covered with small stones); a tablet chlorinator; a Perc-Rite Model W30C filter assembly with dual 23 gallon per minute (GPM) pumps; a 0.44 acre drip irrigation area consisting of two zones; and all associated piping, valves, controls, and appurtenances

to serve the Mount Mitchell State Park WWTF from May 15<sup>th</sup> through October 15<sup>th</sup>, with no discharge of wastes to surface waters, pursuant to the application received May 12, 2020, and in conformity with the Division-approved plans and specifications considered a part of this permit.

This permit shall be effective from October 1, 2020 through September 30, 2026, shall void Permit No. WQ0012690 issued May 14, 2015, and shall be subject to the following conditions and limitations:

**I. SCHEDULES**

1. The Permittee shall request renewal of this permit on Division-approved forms no later than April 3, 2026. [15A NCAC 02T .0105(b), 02T .0109]

**II. PERFORMANCE STANDARDS**

1. The Permittee shall maintain and operate the subject non-discharge facilities so there is no discharge to surface waters, nor any contravention of groundwater or surface water standards. In the event the facilities fail to perform satisfactorily, including the creation of nuisance conditions due to improper operation and maintenance, or failure of the irrigation areas to assimilate the effluent, the Permittee shall take immediate corrective actions, including Division required actions, such as the construction of additional or replacement wastewater treatment or disposal facilities. [15A NCAC 02T .0108(b)(1)(A)]
2. This permit shall not relieve the Permittee of their responsibility for damages to groundwater or surface water resulting from the operation of this facility. [15A NCAC 02T .0108(b)(1)(A)]
3. Effluent quality shall not exceed the limitations specified in Attachment A. [15A NCAC 02T .0108(b)(1)(A)]
4. Application rates, whether hydraulic, nutrient, or other pollutant, shall not exceed those specified in Attachment B. [15A NCAC 02T .0108(b)(1)(A)]
5. Wastewater irrigation fields permitted on or after December 30, 1983 have a compliance boundary that is either 250 feet from the wastewater irrigation area, or 50 feet within the property boundary, whichever is closest to the wastewater irrigation area. Any exceedance of groundwater standards at or beyond the compliance boundary shall require corrective action. Division-approved relocation of the compliance boundary shall be noted in Attachment B. Multiple contiguous properties under common ownership and permitted for use as a disposal system shall be treated as a single property with regard to determination of a compliance boundary. [15A NCAC 02L .0106(d)(2), 02L .0107(b), 02T .0105(h), G.S. 143-215.1(i), G.S. 143-215.1(k)]
6. The review boundary is midway between the compliance boundary and the wastewater irrigation area. Any exceedance of groundwater standards at or beyond the review boundary shall require preventative action. [15A NCAC 02L .0106(d)(1), 02L .0108]
7. The Permittee shall apply for a permit modification to establish a new compliance boundary prior to any sale or transfer of property affecting a compliance boundary (i.e., parcel subdivision). [15A NCAC 02L .0107(c)]
8. No wells, excluding Division-approved monitoring wells, shall be constructed within the compliance boundary except as provided for in 15A NCAC 02L .0107(g). [15A NCAC 02L .0107]
9. Except as provided for in 15A NCAC 02L .0107(g), the Permittee shall ensure any landowner who is not the Permittee and owns land within the compliance boundary shall execute and file with the Yancey County Register of Deeds an easement running with the land containing the following items:
  - a. A notice of the permit and number or other description as allowed in 15A NCAC 02L .0107(f)(1);
  - b. Prohibits construction and operation of water supply wells within the compliance boundary; and
  - c. Reserves the right of the Permittee or the State to enter the property within the compliance boundary for purposes related to the permit.

The Director may terminate the easement when its purpose has been fulfilled or is no longer needed.  
[15A NCAC 02L .0107(f)]

10. The facilities herein were permitted per the following setbacks:

a. The irrigation sites were originally permitted July 31, 1996. The setbacks for drip irrigation sites originally permitted or modified from February 1, 1993 to August 31, 2006 are as follows (all distances in feet):

- i. Each private or public water supply source: 100
- ii. Surface waters: 100
- iii. Groundwater lowering ditches: 25
- iv. Surface water diversions (upslope): 10
- v. Surface water diversions (downslope): 25
- vi. Each well with exception of monitoring wells: 100
- vii. Each property line: 50<sup>1</sup>
- viii. Top of slope of embankments or cuts of two feet or more in vertical height: 15
- ix. Each water line: 10
- x. Each swimming pool: 100
- xi. Public right of way: 50
- xii. Nitrification field: 20
- xiii. Each building foundation or basement: 15

<sup>1</sup> Setbacks to property lines are not applicable when the Permittee, or the entity from which the Permittee is leasing, owns both parcels separated by the property line.

[15A NCAC 02H .0219(j)(5)]

b. The storage and treatment units were originally permitted July 31, 1996. The setbacks for storage and treatment units originally permitted or modified from February 1, 1993 to August 31, 2006 are as follows (all distances in feet):

- i. Each private or public water supply source: 100
- ii. Surface waters: 50
- iii. Each well with exception of monitoring wells: 100
- iv. Each property line: 50<sup>1</sup>
- v. Nitrification field: 20

<sup>1</sup> Setbacks to property lines are not applicable when the Permittee, or the entity from which the Permittee is leasing, owns both parcels separated by the property line.

[15A NCAC 02H .0219(j)(5)]

**III. OPERATION AND MAINTENANCE REQUIREMENTS**

1. The Permittee shall operate and maintain the subject facilities as a non-discharge system. [15A NCAC 02T .0500]
2. The Permittee shall maintain an Operation and Maintenance Plan, which shall include operational functions, maintenance schedules, safety measures, and a spill response plan. [15A NCAC 02T .0507(a)]
3. Upon the Water Pollution Control System Operators Certification Commission’s (WPCSOCC) classification of the subject non-discharge facilities, the Permittee shall designate and employ a certified operator in responsible charge (ORC), and one or more certified operators as back-up ORCs. The ORC or their back-up shall operate and visit the facilities as required by the WPCSOCC. [15A NCAC 02T .0117]
4. The Permittee shall maintain vegetative cover on the irrigation sites, such that crop health is optimal, allows even effluent distribution, and allows inspection of the irrigation system. [15A NCAC 02T .0507(b)]
5. The Permittee shall take measures to prevent effluent ponding in or runoff from the irrigation sites listed in Attachment B. [15A NCAC 02T .0507(c)]
6. The Permittee shall not irrigate treated effluent during inclement weather, or when the soil is in a condition that will cause ponding or runoff. [15A NCAC 02T .0505(x)]
7. Irrigation equipment shall be tested and calibrated once per permit cycle. [15A NCAC 02T .0507(d)]
8. Only treated effluent from the Mount Mitchell State Park WWTF shall be irrigated on the sites listed in Attachment B. [15A NCAC 02T .0501]
9. The Permittee shall not allow vehicles or heavy machinery on the irrigation area, except during equipment installation or maintenance activities. [15A NCAC 02T .0507(e)]
10. The Permittee shall prohibit public access to the wastewater treatment, storage, and irrigation facilities. [15A NCAC 02T .0505(q)]
11. The Permittee shall dispose or utilize generated residuals in a Division-approved manner. [15A NCAC 02T .0508, 02T .1100].
12. The Permittee shall not divert or bypass untreated or partially treated wastewater from the subject facilities. [15A NCAC 02T .0505(j)]
13. A protective vegetative cover shall be established and maintained on all berms, pipe runs, erosion control areas, surface water diversions, and earthen embankments (i.e., outside toe of embankment to maximum allowable temporary storage elevation on the inside of the embankment). Trees, shrubs, and other woody vegetation shall not be allowed to grow on the earthen dikes or embankments. Earthen embankments shall be kept mowed or otherwise controlled and accessible. [15A NCAC 02T .0507(g)]
14. Metering equipment shall be tested and calibrated annually. [15A NCAC 02T .0507(d)]
15. The 450 ft<sup>2</sup> lined sand filter shall be covered to ensure that rainwater is not collected and discharged through drip irrigation lines. The cover shall not restrict air circulation above the lined sand filter. [15A NCAC 02T .0108(b)(1)(A)]
16. The non-discharge wastewater treatment and irrigation system shall only be operated from May 15<sup>th</sup> through October 15<sup>th</sup>. [15A NCAC 02T .0108(b)(1)(A)]

**IV. MONITORING AND REPORTING REQUIREMENTS**

1. The Permittee shall conduct and report any Division required monitoring necessary to evaluate this facility’s impact on groundwater and surface water. [15A NCAC 02T .0108(c)]
2. A Division-certified laboratory shall conduct all analyses for the required effluent, groundwater, and surface water parameters. [15A NCAC 02H .0800]
3. Flow through the treatment facility shall be continuously monitored, and daily flow values shall be reported on Form NDMR. Facilities with a permitted flow less than 10,000 GPD may estimate their flow from water usage records provided the water source is metered. [15A NCAC 02T .0105(k), 02T .0108(c)]
4. The Permittee shall monitor the treated effluent at the frequencies and locations for the parameters specified in Attachment A. [15A NCAC 02T .0108(c)]
5. The Permittee shall maintain records tracking the amount of effluent irrigated. These records shall include the following information for each irrigation site listed in Attachment B:
  - a. Date of irrigation;
  - b. Volume of effluent irrigated;
  - c. Site irrigated;
  - d. Length of time site is irrigated;
  - e. Continuous weekly, monthly, and year-to-date hydraulic (inches/acre) loadings;
  - f. Continuous monthly and year-to-date loadings for any non-hydraulic parameter specifically limited in Attachment B;
  - g. Weather conditions; and
  - h. Maintenance of cover crops.

[15A NCAC 02T .0108(c)]
6. Three copies of all monitoring data (as specified in Conditions IV.3. and IV.4.) on Form NDMR for each PPI and three copies of all operation and disposal records (as specified in Condition IV.5.) on Form NDAR-1 for every site in Attachment B shall be submitted on or before the last day of the following month. If no activities occurred during the monitoring month, monitoring reports are still required documenting the absence of the activity. All information shall be submitted to the following address:

Division of Water Resources  
 Information Processing Unit  
 1617 Mail Service Center  
 Raleigh, North Carolina 27699-1617

[15A NCAC 02T .0105(l)]

7. The Permittee shall maintain a record of all residuals removed from this facility. This record shall be maintained for five years, and shall be made available to the Division upon request. This record shall include:
  - a. Name of the residuals hauler;
  - b. Non-Discharge permit number authorizing the residuals disposal, or a letter from a municipality agreeing to accept the residuals;
  - c. Date the residuals were hauled; and
  - d. Volume of residuals removed.

[15A NCAC 02T .0508(b)]

8. A maintenance log shall be kept at this facility. This log shall be maintained for five years, and shall be made available to the Division upon request. This log shall include:
  - a. Date of flow measurement device calibration;
  - b. Date of irrigation equipment calibration;
  - c. Visual observations of the plant and plant site; and
  - d. Record of preventative maintenance (e.g., changing of equipment, adjustments, testing, inspections and cleanings, etc.).

[15A NCAC 02T .0507(h)]

9. An annual representative soils analysis (i.e., Standard Soil Fertility Analysis) shall be conducted on each irrigation site listed in Attachment B. These results shall be maintained at the facility for five years, and shall be made available to the Division upon request. Each Standard Soil Fertility Analysis shall include the following parameters:

Acidity	Exchangeable Sodium Percentage	Phosphorus
Base Saturation (by calculation)	Magnesium	Potassium
Calcium	Manganese	Sodium
Cation Exchange Capacity	Percent Humic Matter	Zinc
Copper	pH	

[15A NCAC 02T .0108(c)]

**10. Noncompliance Notification:**

The Permittee shall report to the Asheville Regional Office, telephone number (828) 296-4500, within 24 hours of first knowledge of the following:

- a. Treatment of wastes abnormal in quantity or characteristic, including the known passage of a hazardous substance.
- b. Any process unit failure (e.g., mechanical, electrical, etc.) rendering the facility incapable of adequate wastewater treatment.
- c. Any facility failure resulting in a discharge to surface waters.
- d. Any time self-monitoring indicates the facility has gone out of compliance with its permit limitations.
- e. Ponding in or runoff from the irrigation sites.

Emergencies requiring reporting outside normal business hours shall call the Division’s Emergency Response personnel at telephone number (800) 662-7956, (800) 858-0368, or (919) 733-3300. All noncompliance notifications shall file a written report to the Asheville Regional Office within five days of first knowledge of the occurrence, and this report shall outline the actions proposed or taken to ensure the problem does not recur. [15A NCAC 02T .0108(b)(1)(A)]

**V. INSPECTIONS**

1. The Permittee shall perform inspections and maintenance to ensure proper operation of the wastewater treatment and irrigation facilities. [15A NCAC 02T .0507(i)]
2. The Permittee shall inspect the wastewater treatment and irrigation facilities to prevent malfunctions, facility deterioration, and operator errors that may result in discharges of wastes to the environment, threats to human health, or public nuisances. The Permittee shall maintain an inspection log that includes the date and time of inspection, observations made, and maintenance, repairs, or corrective actions taken. The Permittee shall maintain this inspection log for a period of five years from the date of the inspection, and this log shall be made available to the Division upon request. [15A NCAC 02T .0507(h), 02T .0507(i)]
3. Division authorized representatives may, upon presentation of credentials, enter and inspect any property, premises, or place related to the wastewater treatment and irrigation facilities permitted herein at any reasonable time for determining compliance with this permit. Division authorized representatives may inspect or copy records maintained under the terms and conditions of this permit, and may collect groundwater, surface water, or leachate samples. [G.S. 143-215.3(a)(2)]

**VI. GENERAL CONDITIONS**

1. Failure to comply with the conditions and limitations contained herein may subject the Permittee to a Division enforcement action. [G.S. 143-215.6A, 143-215.6B, 143-215.6C]
2. This permit is effective only with respect to the nature and volume of wastes described in the permit application, and Division-approved plans and specifications. [G.S. 143-215.1(d)]
3. Unless specifically requested and approved in this permit, there are no variances to administrative codes or general statutes governing the construction or operation of the facilities permitted herein. [15A NCAC 02T .0105(n)]
4. The issuance of this permit does not exempt the Permittee from complying with all statutes, rules, regulations, or ordinances that other jurisdictional government agencies (e.g., local, state, and federal) may require. [15A NCAC 02T .0105(c)(6)]
5. If the permitted facilities change ownership, or the Permittee changes their name, the Permittee shall submit a permit modification request on Division-approved forms. The Permittee shall comply with all terms and conditions of this permit until the permit is transferred to the successor-owner. [G.S. 143-215.1(d3)]
6. The Permittee shall retain a set of Division-approved plans and specifications for the life of the facilities permitted herein. [15A NCAC 02T .0105(o)]
7. The Permittee shall maintain this permit until the proper closure of all facilities permitted herein, or until the facilities permitted herein are permitted by another authority. [15A NCAC 02T .0105(j)]

- 8. This permit is subject to revocation or modification upon 60-day notice from the Division Director, in whole or part for:
  - a. violation of any terms or conditions of this permit or Administrative Code Title 15A Subchapter 02T;
  - b. obtaining a permit by misrepresentation or failure to disclose all relevant facts;
  - c. the Permittee’s refusal to allow authorized Department employees upon presentation of credentials:
    - i. to enter the Permittee’s premises where a system is located or where any records are required to be kept;
    - ii. to have access to any permit required documents and records;
    - iii. to inspect any monitoring equipment or method as required in this permit; or
    - iv. to sample any pollutants;
  - d. the Permittee’s failure to pay the annual fee for administering and compliance monitoring; or
  - e. a Division determination that the conditions of this permit are in conflict with North Carolina Administrative Code or General Statutes.

[15A NCAC 02T .0110]

- 9. Unless the Division Director grants a variance, expansion of the facilities permitted herein shall not occur if any of the following apply:
  - a. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has been convicted of environmental crimes under G.S. 143-215.6B, or under Federal law that would otherwise be prosecuted under G.S. 143-215.6B, and all appeals of this conviction have been abandoned or exhausted.
  - b. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has previously abandoned a wastewater treatment facility without properly closing the facility.
  - c. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has not paid a civil penalty, and all appeals of this penalty have been abandoned or exhausted.
  - d. The Permittee or any parent, subsidiary, or other affiliate of the Permittee is currently not compliant with any compliance schedule in a permit, settlement agreement, or order.
  - e. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has not paid an annual fee.

[15A NCAC 02T .0120(b), 02T .0120(d)]

- 10. This permit shall not be renewed if the Permittee or any affiliation has not paid the required annual fee. [15A NCAC 02T .0120(c)]

Permit issued this the 24<sup>th</sup> day of July 2020

NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION

  
 S. Daniel Smith, Director  
 Division of Water Resources

By Authority of the Environmental Management Commission

**Permit Number WQ0012690**

**ATTACHMENT A – LIMITATIONS AND MONITORING REQUIREMENTS**

**Permit Number: WQ0012690**

**Version: 4.0**

**PPI 001 – WWTF Effluent**

EFFLUENT CHARACTERISTICS		EFFLUENT LIMITS					MONITORING REQUIREMENTS	
PCS Code	Parameter Description	Units of Measure	Monthly Average	Monthly Geometric Mean	Daily Minimum	Daily Maximum	Measurement Frequency	Sample Type
00310	BOD, 5-Day (20 °C)	mg/L					2 x Year <sup>1</sup>	Grab
50060	Chlorine, Total Residual	mg/L					Weekly	Grab
31616	Coliform, Fecal MF, M-FC Broth, 44.5 °C	#/100 mL					2 x Year <sup>1</sup>	Grab
50050	Flow, in Conduit or thru Treatment Plant	GPD	1,800				Monthly	Estimate
00610	Nitrogen, Ammonia Total (as N)	mg/L					2 x Year <sup>1</sup>	Grab
00625	Nitrogen, Kjeldahl, Total (as N)	mg/L					2 x Year <sup>1</sup>	Grab
00620	Nitrogen, Nitrate Total (as N)	mg/L					2 x Year <sup>1</sup>	Grab
00600	Nitrogen, Total (as N)	mg/L					2 x Year <sup>1</sup>	Grab
00400	pH	su					Weekly	Grab
00665	Phosphorus, Total (as P)	mg/L					2 x Year <sup>1</sup>	Grab
00530	Solids, Total Suspended	mg/L					2 x Year <sup>1</sup>	Grab

1. 2 x Year sampling shall be conducted in July and September.

**ATTACHMENT B – APPROVED LAND APPLICATION SITES AND LIMITATIONS**

**Permit Number: WQ0012690**

**Version: 4.0**

**North Carolina Department of Natural and Cultural Resources – Mount Mitchell State Park WWTF**

APPLICATION LIMITATIONS									
Field	Owner	County	Latitude	Longitude	Net Acreage	Parameter	Hourly Rate	Yearly Max	Units
Field 1 (Zones 1 & 2)	State of North Carolina	Yancey	35.758538°	-82.272056°	0.44	01284 – Non-Discharge Application Rate	--	49.28	inches
<b>Totals</b>									

- Irrigation shall only occur from May 15<sup>th</sup> through October 15<sup>th</sup>.

