

STATE OF NORTH CAROLINA

Department of Environmental Quality

Request for Proposal #: 16-100001-000-TR

UST 2024-2027 Point-of-Entry (POE) Granular Activated Carbon (GAC) Systems

Date of Issue: February 20, 2024

Proposal Opening Date: March 5, 2024

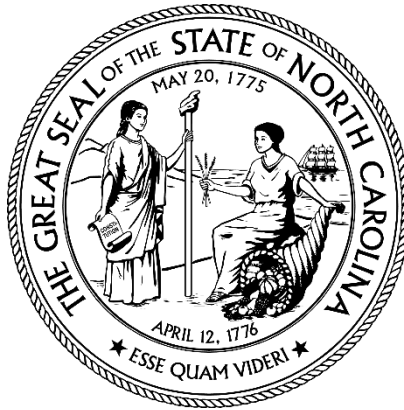
At 3:00 PM ET

Direct all inquiries concerning this RFP to:

Traci Rains

Procurement Specialist II

Email: traci.rains@deq.nc.gov



STATE OF NORTH CAROLINA

Request for Proposal

16-100001-000-TR

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

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

Vendor Name

Vendor eVP#

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

STATE OF NORTH CAROLINA
Department of Environmental Quality, Financial Services Division

Refer <u>ALL</u> Inquiries regarding this RFP to the procurement lead through the Message Board in the Sourcing Tool. See section 2.5 for details	Request for Proposal #: 16-100001-000-TR
	Proposals will be publicly opened: March 5 at 3:00 PM ET
Using Agency: Division of Waste Management	Commodity No. and Description: 771115 Environmental Safety Services
Requisition No.: RQ80095	

EXECUTION

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

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

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

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

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

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

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

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

By executing this 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.

Proposal Number: 16-100001-000-TR

Vendor: _____

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

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

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 RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

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

The attached certification, by _____.

(Authorized Representative of the North Carolina Department of Environmental Quality)

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1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Environmental Quality (DEQ), Division of Waste Management (DWM), Underground Storage Tank Section (UST) is seeking proposals for the design and installation of Point-of-Entry (POE) Granular Activated Carbon (GAC) water treatment systems, as well as continuing maintenance on existing POE systems on residential water supply wells. There are currently 37 sites contaminated with petroleum compounds in North Carolina. Required services cover the entire state and maintenance services occur at a minimum of every six (6) months (unless more frequency maintenance required).

The United States Congress created the Leaking Underground Storage Tank (LUST) Trust Fund in 1986 by amendment Subtitle I of the Resource Conservation and Recovery Act. The LUST Trust Fund has two purposes. First, it provides money for overseeing and enforcing corrective action taken by a responsible party, who is the owner or operator of the leaking underground storage tank (UST). Second, the LUST Trust Fund provides money for cleanups at UST sites where the owner or operator is unknown, unwilling, unable to respond or which require emergency action.

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

1.1 CONTRACT TERM

The Contract shall have a term of three (3) years, beginning on April 1, 2024, or Effective Date, whichever is later.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: 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 RFP TERMS AND CONDITIONS

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

If Vendors have questions, issues, regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave

open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

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

The State may exercise in its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through 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 proposal as nonresponsive.

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	February 20, 2024
Submit Written Questions	Vendor	February 23, 2024 at 3:00 PM ET
Provide Response to Questions	State	February 27, 2024
Submit Proposals	Vendor	March 5, 2024 at 3:00 PM ET
Contract Award	State	Effective Date or April 1, 2024, whichever is later

2.5 PROPOSAL QUESTIONS

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

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 RFP SCHEDULE Section of this RFP. Vendors will enter "**RFP # 16-100001-000-TR – Questions**" as the subject of the message. Question submittals should include a reference to the applicable RFP 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 RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

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 proposal has been received as described in this RFP by the

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

Vendor's proposals 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 Proposals submitted through the Content Section of the Ariba Sourcing Event will be considered. Proposals submitted through the Message Board will not be accepted or considered for award.**

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

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

2.7 PROPOSAL CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFP 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 proposal, in the State's sole discretion.

Please refer to Section 4.0 (Requirement)

Vendor shall include the following items and attachments in the Sourcing Tool:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.

- c) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- d) Vendor's Proposal addressing all Specifications of this RFP.
- e) Completed version of ATTACHMENT A: COST PROPOSAL
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL
- k) Completed Vendor Experience: Section 4.5 VENDOR EXPERIENCE
- l) Completed Personnel: Section 4.8 PERSONNEL
- m) Completed Specifications and Scope of Work: Section 5.0 SPECIFICATIONS AND SCOPE OF WORK
- n) Completed Project Organization: Section 5.3 PROJECT ORGANIZATION
- o) Vendor's response regarding Technical Approach: Section 5.4 TECHNICAL APPROACH
- p) Vendor's response regarding Contract Manager: Section 6.1 CONTRACT MANAGER

2.8 ALTERNATE PROPOSALS

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

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP 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 RFP:

- a) DEQ – Department of Environmental Quality
- b) DWM – Division of Waste Management
- c) GAC – Granular Activated Carbon
- d) GPM – Gallons Per Minute
- e) LUST – Leaking Underground Storage Tank
- f) POE – Point-of-Entry
- g) UST – Underground Storage Tank
- h) UV – Ultraviolet
- i) UVL – UV Light

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

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

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

While the intent of this RFP is to award a Contract to *single Vendor*, the State reserves the right to make separate awards to different Vendors for one or more line-items, to not award one or more line-items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not

required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

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

3.4 EVALUATION CRITERIA

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

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

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

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

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

1. Vendor Technical Approach (Section 5.4 TECHNICAL APPROACH)
2. Vendor Experience (Section 4.5 VENDER EXPERIENCE)
3. Vendor References (Section 4.6 REFERENCES)
4. Pricing (ATTACHMENT A: COST PROPOSAL)
5. Project Organization (Section 5.3 PROJECT ORGANIZATION)

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills

- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 PRICING

Proposal price must constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: COST PROPOSAL and 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.

4.2 INVOICES

Vendor must invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order.

Original invoices, site visit forms, trip reports, field activity reports, summary letter and the lab chains of custody are to be submitted at least monthly and must contain the following items, at a minimum:

- a) Customer name & address (provided by DWM);
- b) Services provided, including sampling;
- c) Any problems/issues noted;
- d) Clear and legible unit costs and price extensions;
- e) Invoice number
- f) Date service was performed;
- g) Attached color jpeg or PDF of BEFORE SERVICE initiated photo;
- h) Contract number listed on each invoice. This number appears at the top right corner of the signed contract from DEQ.

Invoices, site visit forms, a summary letter, photo and chain of custody are to be emailed to Hassan Osman at hassan.osman@deq.nc.gov or mailed to the following address:

NC DWM UST Section

Attn: Hassan Osman

1646 Mail Service Center

Raleigh NC 27699-1646

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

4.3 FINANCIAL STABILITY

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

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The 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 RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project with similar projects and the responsibilities to be assigned to each person.

4.6 REFERENCES

Vendor must 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 shall contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained *shall* be considered in the evaluation of the Proposal. **The North Carolina Department of Environmental Quality Division of Waste Management must not be one of the references provided.**

4.7 BACKGROUND CHECKS

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

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 proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that

it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.9 VENDOR'S REPRESENTATIONS

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

4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

4.11 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The following scope of work includes requirements and specifications for design and installation of Point-of-Entry (POE) Granular Activated Carbon (GAC) water treatment systems; and requirements and specifications for maintenance of existing POE systems (currently thirty-seven (37) installed and operational throughout the State. See Attachment A for location by county of the current POE systems.

Initial installation of GAC filters is critical and must start within four (4) days, including weekends and holidays, after notification by DWM. Exchanges typically occur every six (6) months, on a staggered basis, based on the month of installation. Emergencies must be addressed as soon as possible with actions taken within twenty-four (24) hours of notification of DWM.

Any deviations from these timelines must be approved, in writing, by DWM Contract Administrator or designee. Emails or text messages are acceptable. Any phone requests must be confirmed in writing no later than forty-eight (48) hours after notification by DWM.

The Cost Proposal included with this RFP includes spacing for Vendors to specifically name the manufacturer and brand of the product it will install, both in new installations and maintenance of existing POEs. Changes to the proposed products are allowable, only upon written approval by the DWM Contract Administrator or designee. Approval will be based upon the provided proposed products Specification(s) Sheets. Please refer to Section 6.5 Contract Changes.

5.2 SPECIFICATIONS

A. Design/Installation of Point-of-Entry Granular Activated Carbon Treatment Water Systems

The Vendor shall provide all labor, transportation, travel, and materials required to design and install Type I and Type II GAC filter systems so that they provide contaminant removal efficiency to less than the current maximum contaminant level established for North Carolina Water Quality Standards.

The installed system for this contract must meet or exceed the North Carolina Administrative Code, Title 15A, Subchapter 2L, "Classifications and Water Quality Standards Applicable to the Groundwaters of North Carolina", Section .0202 (NCAC 2L .0202). The following constituents, in concentrations of micrograms per liter (µg/L), shall apply:

1) Benzene	1
2) Ethylene dibromide (EDB)	0.02
3) Methyl-tert-butyl-ether (MTBE)	20

The installation of the GAC filter system must provide potable drinking water to the well owner or user for the life of the Contract or until a safe, permanent water supply alternative is activated, whichever occurs first. For purposes of this RFP and resulting Contract, the Department considers a "safe, permanent water supply alternative" as remediation of the existing water supply well, the installation of a new water supply well, or connection to a waterline. If a safe, permanent water supply alternative is activated in any manner, the Vendor shall disassemble and remove all equipment, material, structures, and restore plumbing to an equal to or better pre-GAC system condition. All used equipment items that are suitable for reuse shall be stored at the Vendor's facility for future use by the State.

B. GENERAL SPECIFICATIONS FOR GAC TYPE I AND TYPE II SYSTEMS – Part 1

- 1) The virgin granular activated carbon, with the exception of the standards below (items a through h) shall comply with the "American Water Works Association Standard for Granular Activated Carbon" (AWWA B604-74). The GAC standards are as follows:
 - a) Impurities - No soluble compounds should be present that are capable of causing adverse effects to the health of the consumer.
 - b) Moisture - Shall not exceed 2% by weight of listed container contents.
 - c) Apparent Density - Shall be 28.5–31.0 pounds/cubic foot.
 - d) Particle Size Distribution - Should range between US standards sieve size No. 8 and No. 30. A maximum of 15% of the particles can exceed No. 8 in size and a maximum of 4% can be less than No. 30 in size.
 - e) Abrasion Resistance - Retention of average particle size shall not be less than 75% as determined by either the stirring abrasion test of the RO-Tap abrasion test.
 - f) Adsorptive Capacity - Iodine number shall not be less than 950 or equivalent adsorptive capacity. Vendor is to provide to the Division of Waste Management (DWM) a certificate of adsorptive capacity (i.e., iodine No.) for each lot (batch of carbon) of GAC purchased from its manufacturer.
 - g) The GAC must be packed and rinsed at the Vendor's facility, not at the well site.
 - h) Virgin GAC must be stored in facilities that will protect it from weather and vandalism.

- 2) The Vendor must provide a customer service division with a toll-free number that receives calls on a 24-hour basis with a response to the caller within eight (8) hours, and on-call service technicians that must respond to reported problems within twenty-four (24) hours. Vendor must perform installations or upgrades within four (4) working days of notification by the DWM Contract Administrator. **If the successful vendor does not have a NC licensed electrician or plumber in their employ, the vendor will be required to secure one.** Any modifications of the residential water system shall be performed only by installers licensed by the North Carolina State Board of Examiners of Plumbing, Heating & Fire Sprinkler Vendors. The Board does not recognize reciprocity with any state. When required, the successful vendor will be responsible for obtaining county permits.
- 3) The DWM will provide the Vendor with water analysis data for the specific site where a GAC system is to be installed. These data shall be used by the Vendor to design and configure a system to meet the Federal drinking water standards and/or the North Carolina groundwater quality standards for the constituents identified. Vendor must provide carbon usage modeling (an electronic method that models, for example: predicts how long the carbon will last based upon the contaminants, the level of contaminants, the number of people in the location, the number of bathrooms in the location, etc.) upon request by DWM.
- 4) Specifications for the individual equipment components the Vendor plans to utilize to meet the requirements of this contract must be provided with the solicitation response. If the Vendor determines during the contract term that an equipment component must be changed, the Vendor must immediately notify the DWM Contract Administrator of the requested anticipated change and get written approval to substitute the proposed equipment component, by way of an executed Amendment.
- 5) Sample ports D1 and D3 must be labeled. The label must identify the port as the location for water sample collection.
- 6) A schematic for the filter system must be placed at every site. The schematic must be posted in a conspicuous location that is clearly visible upon approach of the system or entry of the premises, if located in a separate enclosure. The by-pass valve that is placed between the well and the POE system must be clearly labeled and step-by-step instructions on how to operate the valve when the user is exchanging the sediment filter must also be posted.
- 7) Trip reports/Field activity reports are to be emailed, as part of the invoice package in section **4.2 INVOICES**, to the DWM Contract Administrator every thirty (30) days. The reports must contain, at a minimum, the following information:
 - a) DWM Trust Fund incident number;
 - b) Name and address of site;
 - c) If site/property has changed ownership, include new owner's name and phone number (if available; otherwise, inform the DWM Contract Administrator that there is a change in home ownership) along with previous owner's name;
 - d) Service/Maintenance date;
 - e) Exchange code (A number displayed on the carbon tank used for tracking purposes);
 - f) Water meter reading;
 - g) Well number, if available;
 - h) Description of work performed; and
 - i) Signature of certified service technician.

An example copy of the Vendor's trip/field activity report must be provided with the solicitation response.

- 8) The technician who installs the systems will be required to collect samples. These samples must be delivered to the Trust Fund contract lab within 24 hours (unless instructed otherwise by DWM). All samples and sampling activities shall follow the state's sampling protocol. The DWM Contract Administrator will provide the lab name and address to the Vendor. The Vendor shall provide gloves, coolers, ice, and any other necessary supplies required for sample storage/transportation. Sample bottles and chains of custody can be obtained from the designated lab.

C. SPECIFICATIONS FOR GAC TYPE I AND TYPE II SYSTEMS – Part 2**GRANULAR ACTIVATED CARBON (GAC) MEDIA FILTER EXCHANGE & MAINTENANCE SPECIFICATIONS**

- 1) Type I GAC media filters must provide a minimum of sixty (60) pounds or two (2.0) cubic feet of GAC. Tank volume must exceed two (2.0) cubic feet with appropriate support by gravel bed, slotted distributor (slots not to permit intrusion of charcoal particles into water) or by screen or equivalent means of support. Water flow rate to be five (5) gallons per minute. Tanks must be marked with permanent individual serial numbers for exchange and spent GAC tracking purposes.
- D. Type II GAC media filters must provide a minimum of ninety (90) pounds or three (3.0) cubic feet of GAC. Tank volume must exceed three (3.0) cubic feet with appropriate support by gravel bed, slotted distributor (slots not to permit intrusion of charcoal particles into water) or by screen or equivalent means of support. Water flow rate to be seven and a half (7.5) gallons per minute, at a minimum. Tanks must be marked with permanent individual serial numbers for exchange and spent GAC tracking purposes.
- E. Media filter shell, including paints, coating, plastics, or other materials in contact with potable water must be approved by the National Sanitation Foundation, an acceptable testing facility, or regulatory agency. Each tank shall have a sticker showing the carbon exchange date. The filter vessels shall have a black fiberglass exterior, and ABS (Acrylonitrile Butadiene Styrene) double wall interior pressure vessel rated to seventy-five (75) psi and shall be equipped with a top adapter and ¾-inch inlet/outlet. All tank materials must be FDA approved. Type I & II systems shall use two (2) tanks mounted in series. All replacement piping, joints, and fittings shall be Schedule 40 PVC and shall be sized to meet the flow capacity of the filter unit. All connecting hoses shall be Pureflex 5000 vinyl braided clear core with gray cover or equivalent as approved by the State.
- F. Ultraviolet (UV) disinfectant light sources must be a UV Superstore DUV-12SP or equivalent. GAC exchange shall not exceed six (6) months with the UV bulb replaced at every other exchange (or more frequently if deemed necessary by the DWM Contract Administrator) with an equivalent bulb and the quartz sleeve cleaned. UV bulbs shall be either a UV Superstore TUV-36T5/SP lamp, single pin, slim line design with an input power consumption of 39 watts or equivalent.
- G. Pleated, 5-micron filters shall be Harmsco WB-5W or equivalent (10-inch polypropylene housing with a pleated 1-ft square, 5-micron cartridge). This filter must be inspected and replaced and at least five (5) replacement filters must be provided to each well owner at the time of each GAC exchange. The Vendor must provide instructions/training to the homeowner on how and when to replace filters. Filters must be individually wrapped. In cases where iron is observed to be clogging the pre-filters as the dissolved and particulate iron are removed and this is confirmed by either actual observation of the used filter cartridges or testing/sampling (field test kit or analytical laboratory), upon authorization from the DWM Contract Administrator, the Vendor shall size and install a greensand pre-filter.
- H. Each installation shall be outfitted with a 300 volt/60,000 Amp surge protector.

GRANULAR ACTIVATED CHAROAL (GAC) FILTER INSTALLATIONS—TYPE I SYSTEM

- 1) Media Volume—Type I filter systems must consist of:
 - a. proper pre-filter; and
 - b. totalizing meter; and
 - c. two (2) fiberglass exterior tank vessels, with ABS double wall interior, mounted in series.

Each tank vessel shall be capable of removing the specified constituent concentrations with a minimum empty-bed contact time of seven (7) minutes. Each tank vessel must provide a minimum of 60 lbs. or two (2) cubic feet with an

iodine number no less than nine hundred and fifty (950). Tank vessel volume must exceed two (2) feet with appropriate support by gravel bed slotted distributor (slots not to permit intrusion of charcoal particulates into water) or by screen or equivalent means of support. Water flow rate is to be five (5) gallons per minute, at a minimum.

- 2) Filter shell, including paints, coatings, plastics, or other materials in contact with potable water must be approved by the National Sanitation Foundation, acceptable testing facility, or regulatory agency. The filter vessels shall have an exterior of black fiberglass and an ABS double wall interior pressure vessel rated for minimum 75 psi. They shall be equipped with a top adapter and ¾-inch inlet/outlet and shall include a sticker with the initial installation date. Type I systems shall use two (2) 10" diameter x 54" high tanks mounted in series. Installation to residential water systems shall include a 3-way bypass valve. All piping, joints, and fittings shall be Schedule 40 PVC and shall be sized to meet the maximum flow capacity of the filter unit. All connecting hoses shall be Pureflex 5000 vinyl-braided clear core with gray cover or equivalent. All modifications to residential water systems shall be performed by a plumber licensed by the North Carolina State Board of Examiners of Plumbing, Heating & Fire Sprinkler Vendors. The Board does not recognize reciprocity with any state.
- 3) UV disinfectant light source must be a UV Superstore DUV-12SP or equivalent. The UV bulb must be a UV Superstore TUV-36T5/SP lamp or equivalent. It must have a dosage level of 30,000 µw seconds per square centimeter at fifteen (15) gallons per minute flow rate and be designed for outside installation. The bulb ~~shall~~ must be replaced every twelve (12) months or earlier, if necessary, to maintain the above-specified performance level. The housing shall be constructed of 304 stainless steel or equivalent (material must not degrade under prolonged UV (UVL)) exposure.
- 4) A waterproof On/Off switch, internal safety switch, surge protector, oversized view port, and rain shroud must be included. An oversized view port must be provided to determine if the UVL bulb is functioning. This view port must exclude UVL and use visible light only as an indicator.
- 5) The UV unit must be able to operate dry without damage and must be equipped with an internal automatic shut-off device in the event the unit is opened. The UVL units must be protected from lightning and voltage surges by installing a 300-volt, 60000-amp lightning arrester in a weatherproof housing on the circuit serving the unit. All electrical wiring is required to be in an approved conduit and a waterproof On/Off switch must be included on all UVL systems installed. All electrical work must meet or exceed national, state, and local electrical codes.
- 6) A "gallon totalizer"-type water meter (Badger Model 25L or equivalent) and a 5-micron (maximum) pleated, cartridge pre-filter with one (1) square foot of surface area (Harmsco WB-5W or equivalent), to be washable/reusable or disposable shall be installed. If a disposable filter is used, at least 5 replacement filters must be provided to each well owner. The Vendor must provide instructions/training to the homeowner on how and when to replace filters. The filters must be individually wrapped. The pre-filters ~~shall~~ must be designed to remove the following:
 - a. dissolved iron;
 - b. oxidized iron or particulate iron;
 - c. iron bacteria; and
 - d. sediment or any other mineral that can affect GAC filter effectiveness or efficiency.
- 7) A schematic for the filter system must be placed at every site. The schematic must be posted in a conspicuous location that is clearly visible upon approach of the system or entry of the premises, if located in a separate enclosure. The by-pass valve that is placed between the well and the POE system must be clearly labeled and step-by-step instructions on how to operate the valve when the user is exchanging the sediment filter must also be posted.

E. GRANULAR ACTIVATED CHARCOAL (GAC) FILTER INSTALLATIONS — TYPE II GAC SYSTEM

- 1) Media Volume—Type II filter systems will consist of the following:
 - a. proper pre-filter;
 - b. totalizing meter; and
 - c. two fiberglass exterior tank vessels, with ABS double wall interior, mounted in series.

Each tank vessel shall be capable of removing the specified constituent concentrations with a minimum empty-bed contact time of seven (7) minutes. Each tank vessel must provide a minimum of ninety (90) pounds or (three) 3 cubic feet with an iodine number no less than nine hundred and fifty (950). Tank vessel volume must exceed three (3) feet

with appropriate support by gravel bed slotted distributor (slots not to permit intrusion of charcoal particulates into water) or by screen or equivalent means of support. Water flow rate is to be seven and a half (7.5) gallons per minute, at a minimum.

- 2) Filter shell, including paints, coatings, plastics, or other materials in contact with potable water must be approved by the National Sanitation Foundation, acceptable testing facility, or regulatory agency. The filter vessels shall have an exterior of black fiberglass and an ABS double wall interior pressure vessel rated for minimum seventy-five (75) psi. They shall be equipped with a top adapter and ¾-inch inlet/outlet and shall include a sticker with the initial installation date. Type II systems shall use two (2) 12" diameter x 52" high tanks mounted in series. Installation to residential water systems shall include a 3-way bypass valve. All piping, joints, and fittings shall be Schedule 40 PVC and shall be sized to meet the maximum flow capacity of the filter unit. All connecting hoses shall be Pureflex 5000 vinyl-braided clear core with gray cover or equivalent. All modifications to residential water systems shall be performed by a plumber licensed by the North Carolina State Board of Examiners of Plumbing, Heating & Fire Sprinkler Vendors. The Board does not recognize reciprocity with any state.
- 3) Ultraviolet (UV) disinfectant light source must be a UV Superstore DUV-12SP or equivalent. The UVL bulb must be an UV Superstore TUV-36T5/SP lamp or equivalent. It must have a dosage level of 30,000 µw seconds per square centimeter at 15 gallons per minute flow rate and be designed for outside installation. The bulb shall be replaced every twelve (12) months or earlier, if necessary, to maintain the above-specified performance level. The housing shall be constructed of 304 stainless steel or equivalent (material must not degrade under prolonged UVL exposure).
- 4) A waterproof On/Off switch, internal safety switch, surge protector, oversized view port and rain shroud must be included (described below). An oversized view port must be provided to determine if the UVL bulb is functioning. This view port must exclude UVL and use visible light only as an indicator.
- 5) The UV unit must be able to operate dry without damage and must be equipped with an internal automatic shut-off device in the event the unit is opened. The UVL units must be protected from lightning and voltage surges by installing a 300-volt, 60,000-amp lightning arrester in a weatherproof housing on the circuit serving the unit. All electrical wiring is required to be in approved conduit and a waterproof On/Off switch must be included on all UVL systems installed. All electrical work must meet or exceed national, state, and local electrical codes.
- 6) A "gallon totalizer"-type water meter (Badger Model 25L or equivalent) and a 5-micron (maximum) pleated, cartridge pre-filter with 1 square foot of surface area (Harmsco WB-5W or equivalent), to be washable/reusable or disposable shall be installed. If a disposable filter is used at least 5 replacement filters must be provided to each well owner. The Vendor must provide instructions to the well owner for proper installation of replacement filters. Filters must be individually wrapped.

The pre-filters must remove the following:

- a. dissolved iron;
- b. oxidized iron or particulate iron;
- c. iron bacteria; and
- d. sediment or any other mineral that can affect GAC filter effectiveness or efficiency.

The Vendor must provide a cartridge pre-filter unit whose filter can be changed easily by the well owner without damage to the unit. In cases where the iron problem is so bad that the pre-filters will not work properly in removing dissolved and particulate iron and is confirmed by actual field observations of the used filter cartridges, field tests, or laboratory analysis, the Vendor shall size and install a greensand pre-filter. Non-corrosive sampling taps shall be provided on all installations before and between all carbon filter vessels, and after the filter(s) but before the UV light, and after the UV light.

- 7) A schematic for the filter system must be placed at every site. The schematic must be posted in a conspicuous location that is clearly visible upon approach of the system or entry of the premises, if located in a separate enclosure. The by-pass valve that is placed between the well and the POE system must be clearly labeled and step-by-step instructions on how to operate the by-pass valve when the user is exchanging the sediment filter must also be posted.

F. ENVIRONMENTAL PROTECTION OF THE SYSTEMS

The Vendor must provide and install a fiberglass, aluminum, or wooden structure that completely encloses the GAC filter unit.

- 1) The structure must be capable of housing at least 4 12"x52" Type II GAC filter tanks (assume loaded with water), providing protection against freeze damage and environmental hazards.
- 2) Exterior materials shall be UV rated, or suitable, for outside exposure.
- 3) Internal minimum dimensions shall be 30" x 44" with a height of 68".
- 4) Lockable door dimension shall be 44" x 65" to allow for complete access to filter system.
- 5) The roof shall slope from back to front with a rear height of 74" to front height of 68" with rain drip edge over door opening.
- 6) Base shall be mounted on pressure treated lumber skid to allow solid base for leveling of system housing.
- 7) The structure will include a 500-watt dual voltage, thermostatically controlled heater.
- 8) Vendor shall supply keys for door locks to the DWM's Contract Administrator.

If a wooden structure is used, the Vendor will be responsible for all repairs, e.g., roof repair due to storms, fading paint, etc. If a fiberglass or aluminum structure is used to enclose the GAC filter unit and the Vendor finds damages therein upon arrival at the site, the Vendor must notify the DWM Contract Administrator as to the extent of the damages. The DWM Contract Administrator may direct that the structure be replaced.

G. SCOPE OF WORK - Maintenance of Existing Systems

- 1) Providing maintenance to existing GAC filter systems is a major component of this contract. The filter exchange interval will be provided by DWM. Currently, the interval for ethylene dibromide (aka EDB; 1, 2-dibromoethane) is approximately six (6) months or breakthrough, whichever comes first.

For purposes of this RFP and resulting contract, "Breakthrough" is when one or more contaminants of concern are found in the treated water.

- 2) The POE systems all have a minimum of two (2) GAC units in series. The filter exchange shall not exceed six (6) months and will be based on DWM-supplied laboratory analyses of contaminant breakthrough between the units. The exchange will consist of removing the front unit (aka the "working tank") and replacing it with the existing second unit (aka the "polishing tank") and placing a new filter unit behind the front unit. Only one (1) new exchange unit is provided in the GAC filter system exchange process, unless otherwise instructed by the DWM Contract Administrator.
- 3) The DWM will provide names and locations of these sites. Vendor must provide maintenance to all DWM-identified sites in the State of North Carolina.
- 4) ****CONTAMINATED (Exchanged) GAC HANDLING**** - Vendor shall collect, at the time of media replacement, all spent contaminated media and have it reactivated. Collection of spent contaminated media occurs by the Vendor removing the carbon tanks from the filter system site and returning them to their shop location/business where the Vendor empties the tanks and packages the carbon for transport to the regeneration facility. Vendor must track spent GAC media, by GAC tank serial numbers, recording the following:
 - a. Date media was removed from DWM sites;
 - b. Date media was shipped to GAC regeneration facility; and
 - c. Date media was regenerated at licensed regeneration facility.
- 5) Vendor must provide certificates of regeneration from the licensed facility that handles the spent GAC media. Spent GAC media must not be disposed of by landfill methods. Vendor Contractor must provide records of GAC purchases and GAC disposal through regeneration facilities.
- 6) The technician who services the systems will be required to take a BEFORE SERVICE photo and then collect at least two (2) samples each visit to a site, unless otherwise instructed by the Contract Administrator. The technician must collect the samples before the system is serviced. One (1) sample will be collected before the POE system (pre-treatment) and

one (1) sample is collected after the system (post-treatment). The sample ports are typically labeled D-1 (pre-treatment) and D-3 (post-treatment). These **samples must be delivered to the Trust Fund contract lab within twenty-four (24) hours** (unless instructed otherwise by DWM). All samples and sampling activities shall follow the State's sampling protocol. The DWM Contract Administrator will provide the lab name and address to the Vendor. The Vendor shall provide gloves, coolers, ice, and any other necessary supplies required for sample storage/transportation. Sample bottles and chains of custody can be obtained from the designated lab.

- 7) Repair of lightning damage will consist of replacement of any and all parts of the filter installation not working properly after a lightning strike. Each GAC filter system is outfitted with a 300 volt/60,000 Amp surge protector. These units must be inspected on all maintenance calls or media exchanges and replaced if found faulty. Replacement surge protectors must be equal to or greater than a 300 volt/60,000 Amp surge protector.
- 8) Manganese greensand filters shall be installed when necessary to eliminate water quality problems of iron oxides, sediments, sand, etc. Filters shall contain approximately two (2) cubic feet of manganese greensand and are recharged with potassium permanganate. Along with DWM guidance, the Vendor shall determine the exact need at each site. These media filters must be inspected when the GAC filters are exchanged (usually every six (6) months) and recharged, re-bedded, or replaced as necessary. The replacement media filters must be equal in capacity (i.e., gallon per minute) to the GAC filter it serves.
- 9) Non-corrosive sampling taps shall be provided on all installations before and between all carbon filter vessels, and after the filter(s) but before the UV light, and after the UV light.

H. OPTIONS

The options needed will be based on the conditions found in the field on an individual-well basis. The installation or use of these options must have prior approval from the DWM contract administrator, Leann Dass.

- 1) Media Filters
Well water tests will be required from the Vendor or provided by DWM on each well site to determine the need, justify the installation of media filters and to issue payment on said media filters. Each media filter used to address water quality problems must be sized to meet the maximum capacity of the GAC filter it is to serve.
- 2) On rare occasions, chlorine treatment is necessary. An automated chemical feeder is installed with chlorine tablets used to administer the chlorine. An Automated Pure Water Model 400 feeder (or similar) with calcium hypochlorite briquettes (or similar) are to be used.
- 3) Upgrade of Type I System
An upgrade from a Type I to a Type II system usually consists of an additional tank of GAC to meet the 6.0 cubic foot GAC requirement with a water flow rate of seven and a half (7.5) gallons per minute (GPM).
- 4) Upgrade of Filter System Based on 5 GPM Increments
This upgrade shall consist of the use of a larger tank holding a greater volume of GAC (note example).
Example: Existing upgrades of a 5 GPM Type I system to a Type I, 10 GPM system consists of placing the appropriate number of Type I systems in parallel. If GPM of system exceeds 5 GPM, existing size tanks can be hooked in series to obtain appropriate contact time. The number of UVL units and cartridge filters needed will vary.
- 5) Filter System Removals and Installations
The opportunity to remove existing GAC filter systems will arise. Removal bid price must include all labor, transportation, and parts required to remove specific systems (as specified by DWM). Removed systems will be used on newly confirmed, petroleum-contaminated wells. The reinstallation of the systems must include labor, transportation, and all parts to make the systems functional.

I. FURNISH, DELIVER, INSTALL, INSTRUCT

The Vendor will FURNISH, DELIVER, INSTALL, and INSTRUCT in the use of Point-of-Entry Granular Activated Carbon Treatment Systems on residential water supply wells IN ACCORDANCE WITH ENCLOSED CONDITIONS AND SPECIFICATIONS.

5.3 PROJECT ORGANIZATION

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

5.4 TECHNICAL APPROACH

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

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.

DEQ DWM Contract Administrator	DEQ DWM Contact for Invoicing Only:
Wayne Randolph 1646 Mail Service Center Raleigh NC 27699-1646 Email: wayne.randolph@deq.nc.gov	Hassan Osman 1646 Mail Service Center Raleigh NC 27699-1646 Email: hassan.osman@deq.nc.gov

6.1 CONTRACT MANAGER

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:	

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 Administrator.

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

6.4 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.

6.5 CONTRACT CHANGES

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

6.6 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.

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