

STATE OF NORTH CAROLINA

Department of Natural and Cultural Resources

Invitation for Bid #: 46-DNCR-24-1964

Wastewater and Drinking Water Testing Contract for Lake Norman State Park

Date of Issue: January 12, 2024

Bid Opening Date: January 29, 2024

At 2:00 PM ET

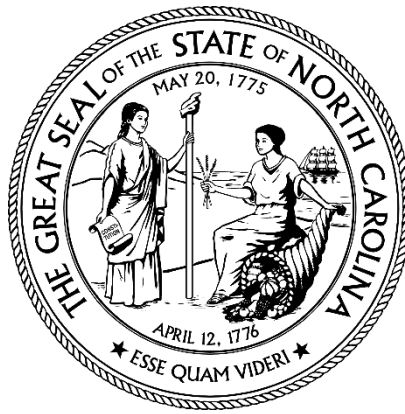
Direct all inquiries concerning this IFB to:

Dennis Jimenez

Assistant Director of Procurement

Email: dennis.jimenez@dncr.nc.gov

Phone: 919-814-6724



STATE OF NORTH CAROLINA

Invitation for Bid

46-DNCR-24-1964

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

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

Vendor Name

Vendor eVP#

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

STATE OF NORTH CAROLINA
Department of Natural and Cultural Resources

Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details.	Invitation for Bid #: 46-DNCR-24-1964
	Bids will be publicly opened: January 29, 2024, 2:00 PM ET
Using Agency: Division of Parks and Recreation/Lake Norman State Park	Commodity No. and Description: 771415 - Water or aqueous testing
Requisition No.: RQ65355	

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 may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.

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

Bid Number: 46-DNCR-24-1964

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BIDS

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

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

The attached certification, by _____.

(Authorized Representative of Department of Natural and Cultural Resources)

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1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Natural and Cultural Resources, on behalf of Lake Norman State Park, (hereinafter “Department”) requires a qualified Vendor to provide wastewater and drinking water testing. The Vendor shall provide all necessary materials, tools, and equipment.

Lake Norman State Park offers forty-four (44) Campsites, six (6) Camper Cabins, four (4) Picnic Shelters, five (5) Primitive Group Campsites, Community Building, Swim Beach Facility, Visitor Center, four (4) Ranger Residences, Seasonal Barracks, and a Maintenance Shop.

Located in Iredell County 40 miles north of Charlotte, Lake Norman State Park boasts the region's popular mountain biking trail system, the Itusi Trail, offering nearly 31 miles of single-track trail. The namesake lake is the largest manmade lake within the state, and the park covers about 17 miles of its northern shoreline. Park Lake, set off from the larger Lake Norman by a dam, offers quiet fishing spots and paddling. Heron rookeries on two islands shelter over 25 great blue heron nests.

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”) whichever is later.

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

2.0 GENERAL INFORMATION

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	January 13, 2024
Mandatory Site Visit	State	January 18, 2024, at 10:00 AM ET
Submit Written Questions	Vendor	January 22, 2024, at 5:00 PM ET
Provide Response to Questions	State	January 24, 2024
Submit Bids	Vendor	January 29, 2024, at 2:00 PM ET
Contract Award	State	TBD

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 January 29, 2024, at 2:00 PM ET.

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

Phone Conference ID number: 529 294 489#

2.5 SITE VISIT

Mandatory Site Visit

Date: **January 18, 2024**
Time: **10:00 AM Eastern Time**
Location: **Lake Norman State Park Office**
759 State Park Rd.
Troutman, NC 28166
Contact #: **Nathan Greene, 704-528-6350 O / 704-682-2491 C**

Instructions: It shall be MANDATORY that a representative from each Vendor be present for a pre-bid site visit. Attendees must arrive promptly. All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. **LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR BID BE CONSIDERED.** Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

FAILURE TO ATTEND THE MANDATORY SITE VISIT SHALL RESULT IN VENDOR’S BID BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The purpose of this visit is for all prospective Vendors to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. Vendors must stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this IFB.

Vendors are 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-24-1964 – 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 version of all EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Vendor’s Response. (Section 4.7, 5.1, 6.1)
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.9 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.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

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

- a) Contract Lead: Representative of the Department of Natural and Cultural Resources identified on the first page of this IFB who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State and is the individual who will administer the Contract for the State.
- b) Contract Manager: Representative of the Department of Natural and Cultural Resources or awarded Vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.
- c) Occupational Safety and Health Division (OSHA): Administers a broad scope of workplace safety and health laws that apply to the private sector and all state and local government agencies.
- d) Operator in Responsible Charge (ORC): a person designated by the owner of the water treatment facility to be responsible for the total operation and maintenance of the facility.
- e) Operator-In-Training (OIT): a person working at a wastewater treatment plant (WWTP) who is gaining the experience necessary to become a certified operator.
- f) Original Equipment Manufacturer (OEM): a company that makes a product to be sold by another company under its own name.

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

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the

procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

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

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

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

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

- g) Particular risk factors such as the security of the State’s information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 PRICING

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing. 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 shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor’s Billing Address, Customer Account Number, NC Contract Number, Order Date, Purchase Order Number, Service Descriptions, Price, Quantity, and Unit of Measure.

Invoices must be submitted to the following address:

NC State Parks
Department of Natural and Cultural Resources
PO# _____
1615 Mail Service Center
Raleigh, NC 27699-1615

Invoices can be emailed to:

DPR-AccountsPayable@ncparks.gov

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 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 to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Bid.

4.6 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. As part of Vendor background, the following details must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its bid herein or a statement that there are none.

Vendor's response to these requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

4.7 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 ensure all water and wastewater tests be completed by a State Certified Lab through the NC Department of Environmental Quality, Division of Water Resources and submit proof of the current Certification with the Vendor bid response.

Vendor shall provide proof of the ORC’s certification and license(s) and include the Certified Operators name and experience on a separate sheet of paper with the Vendor bid.

Vendor has included proof of a current State Certified Lab through the NC Department of Environmental Quality, Division of Water Resources? YES NO

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 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

5.0 SPECIFICATIONS AND SCOPE OF WORK

Vendor to provide wastewater and drinking water testing. The Vendor shall provide all necessary materials, tools, and equipment. Lake Norman State Park is located at 759 State Park Road, Troutman, NC 28166.

The following are the Drinking Water locations on Lake Norman State Park with details regarding the specific public water systems:

- A. **Lake Norman St Park Picnic Peninsula (Shortleaf Drive)**
PWS ID: NC2049018, Transient Non-Community (TNC) Public Water System, No Treatment, No ORC oversight required. Quarterly bacteria testing and annual nitrate testing and reporting is required. Additional testing and corrective actions would be required if a state or USEPA maximum contaminant limit is exceeded during routine required testing.
- B. **Lake Norman St Visitor Center**
PWS ID: NC0149486, Transient Non-Community (TNC) Public Water System, No Treatment, No ORC oversight required. Quarterly bacteria testing and annual nitrate testing and reporting is required. Additional testing and corrective actions would be required if a state or USEPA maximum contaminant limit is exceeded during routine required testing.
- C. **Lake Norman State Park M&S Area (Inland Sea Ln)**
PWS ID: NC0149487, Transient Non-Community (TNC) Public Water System, includes voluntary treatment which includes continuous chemical disinfection. A licensed ORC is required to oversee this water system. Based on the rating form (15A NCAC 18D .0203-.0205) on file for this facility, an ORC minimum certification of C-well is required to oversee this treatment system. In addition to the oversight and management of the continuous chemical disinfection treatment system by the ORC, quarterly bacteria testing, and annual nitrate testing and reporting are required. Additional testing and corrective actions would be required if a state or USEPA maximum contaminant limit is exceeded during routine required testing. This facility also uses a 2000-gallon hydropneumatic storage tank which is required to be inspected by the NC Dept of Labor Boiler and Pressure Vessels inspectors (NCDOL). Their inventory number for this tank is NC356346 and the documentation for their last inspection indicates the certification for the tank is valid through 5/23/2026.

D. Lake Norman St Park Campground

PWS ID:NC0149488, Transient Non-Community (TNC) Public Water System, includes voluntary treatment which includes continuous chemical disinfection. A licensed ORC is required to oversee this water system. Based on the rating form (15A NCAC 18D .0203-.0205) on file for this facility, an ORC minimum certification of C-well is required to oversee this treatment system. In addition to the oversight and management of the continuous chemical disinfection treatment system by the ORC, quarterly bacteria testing, and annual nitrate testing and reporting are required. Additional testing and corrective actions would be required if a state or USEPA maximum contaminant limit is exceeded during routine required testing. This facility also uses a 2000-gallon hydropneumatic storage tank which is required to be inspected by the NC Dept of Labor Boiler and Pressure Vessels inspectors (NCDOL). Their inventory number for this tank is NC400092 and the documentation for their last inspection indicates the certification for the tank is valid through 4/20/2027.

5.1 SPECIFICATIONS

The Vendor shall:

VENDOR'S RESPONSE

Item #	Wastewater Testing Specifications	Product/Service Offered Meets Specification
1	<p>Provide one (1) Primary Operator in Responsible Charge (ORC) (Spray Irrigation Operator) for Lake Norman State Park.</p> <p>Responsibilities of the ORC include:</p> <ul style="list-style-type: none"> a. Maintain surface irrigation wastewater treatment system in accordance with Article 11 Chapter 130A of the North Carolina General Statutes. b. Provide onsite maintenance a minimum of one (1) time per week which includes analysis and adjustments of the system. c. Monitor the effluent at the point following chlorination and prior to irrigation in March, June, September and December in accordance with the wastewater permit (see Exhibit A). d. Attend all scheduled inspections including compliance inspections conducted by the NC Division of Water Resources. e. Verify the water table elevation within twenty-four (24) hours of application to confirm compliance with the permit (see Exhibit A). f. Perform an annual soils analysis (Standard Soil Fertility Analysis) on both spray fields. Details pertaining soil analysis can be found in Section IV.10. Monitoring and Reporting Requirements in our Wastewater Irrigation System Permit g. Maintain onsite logbook including amount of wastewater disposed, effluent flow values, flow measurement device calibration including date of calibration and percent of true flow. The log shall be kept onsite for easy access by the Contract Manager. h. Submit one (1) original copy of all operations of disposal records as required by the permit on or before the 10th day of the following month. Submit other reports from maintenance, inspections, tests and repairs to the Contract Manager or designee at the completion of each maintenance visit and to local, State and federal agencies in a timely manner (see Exhibit A). i. Eliminate algae and algae-related substances that may adversely affect the plant's wastewater operation. j. Provide training to Department staff with valid irrigation OIT certification. 	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>

	<p>k. Perform quarterly, annually and/or periodic laboratory tests at specific park locations by permit requirement and collect and analyze all water samples taken by the ORC. Lab tests may include but not limited to Chloride; Fecal Coliform; PH; Water Level; Total Dissolved Solids; Total Suspended Solids; BOD; Phosphorous, total (as P); Nitrogen, Ammonia, total (as N); Nitrogen, Nitrate, total (as N); Nitrogen, Kjeldahl, total (as N); Nitrogen, Total (as N); PH and Total Residual Chlorine; and Nitrite/Nitrate (see Exhibit A).</p>	
2	<p>Maintain the system through scheduled preventative maintenance and repairs during regular business hours. Preventive maintenance includes checks, tests, warranted repairs and cleanings of all systems and components for the proper operation per manufacturers specifications. Schedule preventive maintenance and repair service visits with the Contract Manager at least twenty-four (24) hours in advance. All non-warranted repairs will be billed separately and must be approved in advance by the Contract Manager.</p> <p>Lake Norman State Park office hours are 9:00 AM to 5:00 PM, seven (7) days a week. The Park office is closed on Christmas Day. Vendor may schedule preventive maintenance beyond regular business hours in advance with the Contract Manager.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
3	<p>Notify the Contract Manager immediately (within forty-eight (48) hours) of an inspection if system repairs are needed.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
4	<p>Perform routine and emergency repairs only after approval of the Contract Manager after submission of a Vendor quote detailing all repairs and associated costs.</p> <p><u>For Emergency Repairs:</u> Vendor shall respond and complete a service request within forty-eight (48) hours of notification by the Contract Manager.</p> <p><u>For Routine Repairs:</u> Vendor shall respond and complete a service request within seven (7) days of notification by the Contract Manager.</p> <p>Repairs and associated costs will be covered outside this contract.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
5	<p>The Vendor shall consult Contract Manager or designee with the availability of parts and time required to complete the emergency service repair and call.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
6	<p>Check in and out with the Contract Manager or designee upon arrival on-site of each service call, after completing all work and prior to departing the facility. The Vendor shall inform the Contract Manager or designee of work completion status.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
7	<p>Supply all tools and materials to provide maintenance, inspections and repairs in accordance with the division of Occupational Safety and Health (OSHA) and North Carolina Department of Labor (NCDOL) requirements.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
8	<p>Provide new OEM (Original Equipment Manufacturer) replacement parts for all repairs.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
9	<p>Provide all necessary materials, tools and equipment.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>

Item #	Drinking Water Testing Specifications	Product/Service Offered Meets Specification								
10	<p>Provide one (1) Primary Operator in Responsible Charge (ORC) (ORC Minimum Certification of C-Well) for Lake Norman State Park.</p> <p>Responsibilities of the ORC includes:</p> <p>a. The ORC who is designated to the facility needs to be documented and reported to: NC Operator Certification Program (NCWTFOCB) Division of Water Resources Department of Environmental Quality chris.jones@deq.nc.gov Office Number: 919-707-9041 Fax Number: 919-715-2726</p> <p>Mailing Address: NCWTFOCB 1635 Mail Service Center, Raleigh, NC 27699-1635 https://www.deq.nc.gov/about/divisions/water-resources/operator-certification/drinking-water-operator-certification</p> <p>b. The ORC is required to visit Lake Norman State Parks (2) Transient Non-Community (TNC) Public Water Systems, that includes voluntary treatment of continuous chemical disinfection. PWS ID: NC0149487 (M&S Area) and PWS ID: NC0149488 (Campground). These classifications of water treatment system require a minimum of once weekly visits to record the water usage, chlorine feed levels, and residual chlorine readings at the entry point and at the maximum residence time in the water system (15A NCAC 18C .1303). The ORC submits a paper Monthly Operations Report (MOR) to the Mooresville Regional Office-Public Water Supply Section or enters the appropriate site visit information into the on-line Groundwater/Purchased Water Monthly Operating Reports (GPMOR) system: GPWMOR Web Data Entry Application (ncwater.org). The monthly reporting data by the ORC must be reported by the tenth of each following month.</p> <p>c. Perform quarterly, annually and/or periodic laboratory tests at specific park drinking water locations (see Section 5.0) by requirement and collect and analyze all water samples taken. Lab tests may include but not limited to Chloride; Fecal Coliform; PH; Water Level; Total Dissolved Solids; Total Suspended Solids; BOD; Phosphorous, total (as P); Nitrogen, Ammonia, total (as N); Nitrogen, Nitrate, total (as N); Nitrogen, Kjeldahl, total (as N); Nitrogen, Total (as N); PH and Total Residual Chlorine; and Nitrite/Nitrate.</p> <p>d. Maintain Public Water Systems following all Rules, Regulations, and General Statutes under: U.S Safe Water Drinking Act, N.C. Drinking Water Act - NCGS Chapter 130A Article 10, NC Public Water Supplies NCAC 15A 18, NCDEQ.</p> <p>Specific locations and laboratory tests are listed below.</p> <table border="1" data-bbox="215 1680 1289 1915"> <thead> <tr> <th>LOCATION</th> <th>REQUIRED LAB TEST</th> <th>TESTING TIMES</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Picnic Peninsula (Shortleaf Drive) Drinking Water PWS ID: NC2049018 (sampling taken by ORC)</td> <td>Coliforms by Method SM9223B</td> <td>Once quarterly</td> </tr> <tr> <td>Nitrate/Nitrite by Method 300.0</td> <td>Once yearly</td> </tr> </tbody> </table>	LOCATION	REQUIRED LAB TEST	TESTING TIMES	Picnic Peninsula (Shortleaf Drive) Drinking Water PWS ID: NC2049018 (sampling taken by ORC)	Coliforms by Method SM9223B	Once quarterly	Nitrate/Nitrite by Method 300.0	Once yearly	<p>10.a <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>10.b <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>10.c <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>10.d <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
LOCATION	REQUIRED LAB TEST	TESTING TIMES								
Picnic Peninsula (Shortleaf Drive) Drinking Water PWS ID: NC2049018 (sampling taken by ORC)	Coliforms by Method SM9223B	Once quarterly								
	Nitrate/Nitrite by Method 300.0	Once yearly								

	Visitor Center Drinking Water PWS ID: NC0149486 (sampling taken by ORC)	Coliforms by Method SM9223B	Once quarterly	
		Nitrate/Nitrite by Method 300.0	Once yearly	
	M&S (Maint. & Shop) Area (Inland Sea Ln) PWS ID: NC0149487 (sampling taken by ORC)	Coliforms by Method SM9223B	Once quarterly	
		Nitrate/Nitrite by Method 300.0	Once yearly	
	Campground Drinking Water PWS ID: NC0149488 (sampling taken by ORC)	Coliforms by Method SM9223B	Once quarterly	
		Nitrate/Nitrite by Method 300.0	Once yearly	
<p>Details regarding the specific public water systems located within Lake Norman State Park is located on Section 5.0.</p>				
11	<p>Report all test results to the Contract Manager and the NC Division of Water Resources within seven (7) to thirty (30) days, depending upon the type of lab analysis performed.</p> <p>Email lab results to Nathan Greene, Contract Manager, lake.norman@ncparks.gov. Mail hard copies of lab results to:</p> <p style="padding-left: 40px;">Lake Norman State Park Attn: Nathan Greene 759 State Park Rd. Troutman, NC 28166-8536</p>			<input type="checkbox"/> YES <input type="checkbox"/> NO
12	Only have access to areas needed to perform the work.			<input type="checkbox"/> YES <input type="checkbox"/> NO
13	Adhere to all Park speed limits and State of North Carolina traffic laws while performing the work.			<input type="checkbox"/> YES <input type="checkbox"/> NO
14	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 @ https://oshr.nc.gov/state-employee-resources/benefits/leave/holidays and weekends between Labor Day and Easter.			<input type="checkbox"/> YES <input type="checkbox"/> NO
15	Contact the Department Contract Manager, (704)528-6350, nathan.greene@ncparks.gov 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.			<input type="checkbox"/> YES <input type="checkbox"/> NO
16	Check in and out with the Department Contract Manager or designee upon arrival on-site of each service call, after completing of all work and prior to the departing the facility.			<input type="checkbox"/> YES <input type="checkbox"/> NO
17	Have access to all permits. Wastewater permits for Lake Norman included as Exhibit A to this IFB.			<input type="checkbox"/> YES <input type="checkbox"/> NO

The Department will:

1	Be responsible for maintaining a vegetative cover on all earthen basin embankments and other related structures, to the pumping of waste.
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2	Provide any chemicals necessary to complete the work.
3	Provide copies of sampling requirements of the permit with the NC Division of Water Resources
4	Collect and deliver water flow readings for related facilities to the Vendor by the 5th of the following month

5.2 CERTIFICATION AND SAFETY LABELS

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

5.3 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods and/or services. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues (define roles and responsibilities).

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

Department of Natural and Cultural Resources Contract Administrators

Contract Manager For All Day-To-Day Activities Described in Section 5, Scope of Work	Contract Lead For All Other Contract Issues
Nathan Greene Interim Park Superintendent Lake Norman State Park 759 State Park Road Troutman, NC 28166	Dennis Jimenez Assistant Director of Procurement NC DNCR, Purchasing Office 109 E. Jones Street Raleigh NC 27601

6.2 CONTINUOUS IMPROVEMENT

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

6.3 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Manager.

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

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

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

6.4 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to one (1) month to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State

shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.5 DISPUTE RESOLUTION

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

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

6.6 CONTRACT CHANGES

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

6.7 ATTACHMENTS

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

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ATTACHMENT A: PRICING

FURNISH AND DELIVER: WASTEWATER AND DRINKING WATER TESTING

YEAR 1				
ITEM 1	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	Provide one (1) Operator in Responsible Charge (ORC) and maintain the surface irrigation and wastewater treatment system with one (1) onsite maintenance visit at least one (1) time per week as specified in Section 5.1.	52	\$ _____ Per visit/week	\$ _____
2	Picnic Peninsula (Shortleaf Drive) Drinking Water testing Coliforms by Method as specified in Section 5.1	4	\$ _____ Per quarter	\$ _____
3	Picnic Peninsula (Shortleaf Drive) Drinking Water testing Nitrate/Nitrite by Method as specified in Section 5.1	1	\$ _____ Per year	\$ _____
4	Visitor Center Drinking Water testing Coliforms by Method as specified in Section 5.1	4	\$ _____ Per quarter	\$ _____
5	Visitor Center Drinking Water testing Nitrate/Nitrite by Method as specified in Section 5.1	1	\$ _____ Per year	\$ _____
6	M&S (Maint. & Shop) Area (Inland Sea Ln) Water testing Coliforms by Method as specified in Section 5.1	4	\$ _____ Per quarter	\$ _____
7	M&S (Maint. & Shop) Area (Inland Sea Ln) testing Nitrate/Nitrite by Method as specified in Section 5.1	1	\$ _____ Per year	\$ _____
8	Campground Drinking Water testing Coliforms by Method as specified in Section 5.1	4	\$ _____ Per quarter	\$ _____
9	Campground Drinking Water testing Nitrate/Nitrite by Method as specified in Section 5.1	1	\$ _____ Per year	\$ _____
TOTAL COST FOR YEAR 1:				\$ _____

YEAR 2				
ITEM 1	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	Provide one (1) Operator in Responsible Charge (ORC) and maintain the surface irrigation and wastewater treatment system with one (1) onsite maintenance visit at least one (1) time per week as specified in Section 5.1.	52	\$ _____ Per visit/week	\$ _____
2	Picnic Peninsula (Shortleaf Drive) Drinking Water testing Coliforms by Method as specified in Section 5.1	4	\$ _____ Per quarter	\$ _____

3	Picnic Peninsula (Shortleaf Drive) Drinking Water testing Nitrate/Nitrite by Method as specified in Section 5.1	1	\$ _____ Per year	\$ _____
4	Visitor Center Drinking Water testing Coliforms by Method as specified in Section 5.1	4	\$ _____ Per quarter	\$ _____
5	Visitor Center Drinking Water testing Nitrate/Nitrite by Method as specified in Section 5.1	1	\$ _____ Per year	\$ _____
6	M&S (Maint. & Shop) Area (Inland Sea Ln) Water testing Coliforms by Method as specified in Section 5.1	4	\$ _____ Per quarter	\$ _____
7	M&S (Maint. & Shop) Area (Inland Sea Ln) testing Nitrate/Nitrite by Method as specified in Section 5.1	1	\$ _____ Per year	\$ _____
8	Campground Drinking Water testing Coliforms by Method as specified in Section 5.1	4	\$ _____ Per quarter	\$ _____
9	Campground Drinking Water testing Nitrate/Nitrite by Method as specified in Section 5.1	1	\$ _____ Per year	\$ _____
TOTAL COST FOR YEAR 2:				\$ _____

YEAR 3				
ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	Provide one (1) Operator in Responsible Charge (ORC) and maintain the surface irrigation and wastewater treatment system with one (1) onsite maintenance visit at least one (1) time per week as specified in Section 5.1.	52	\$ _____ Per visit/week	\$ _____
2	Picnic Peninsula (Shortleaf Drive) Drinking Water testing Coliforms by Method as specified in Section 5.1	4	\$ _____ Per quarter	\$ _____
3	Picnic Peninsula (Shortleaf Drive) Drinking Water testing Nitrate/Nitrite by Method as specified in Section 5.1	1	\$ _____ Per year	\$ _____
4	Visitor Center Drinking Water testing Coliforms by Method as specified in Section 5.1	4	\$ _____ Per quarter	\$ _____
5	Visitor Center Drinking Water testing Nitrate/Nitrite by Method as specified in Section 5.1	1	\$ _____ Per year	\$ _____
6	M&S (Maint. & Shop) Area (Inland Sea Ln) Water testing Coliforms by Method as specified in Section 5.1	4	\$ _____ Per quarter	\$ _____
7	M&S (Maint. & Shop) Area (Inland Sea Ln) testing Nitrate/Nitrite by Method as specified in Section 5.1	1	\$ _____ Per year	\$ _____

8	Campground Drinking Water testing Coliforms by Method as specified in Section 5.1	4	\$ _____ Per quarter	\$ _____
9	Campground Drinking Water testing Nitrate/Nitrite by Method as specified in Section 5.1	1	\$ _____ Per year	\$ _____
TOTAL COST FOR YEAR 3:				\$ _____

TOTAL COST FOR YEARS 1-3 \$ _____

EXHIBIT A LAKE NORMAN WASTEWATER PERMIT WQ0020881

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



June 11, 2020

SCOTT AVIS – PARK SUPERINTENDENT
NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
759 STATE PARK ROAD
TROUTMAN, NORTH CAROLINA 28166

Subject: Permit No. WQ0020881
Lake Norman State Park WWTF
Wastewater Irrigation System
Iredell County

Dear Mr. Avis:

In accordance with your permit renewal request received April 16, 2020, we are forwarding herewith Permit No. WQ0020881 dated June 11, 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 June 30, 2026, shall void Permit No. WQ0020881 issued May 28, 2015, and shall be subject to the conditions and limitations therein. The Permittee shall submit a renewal application no later than January 1, 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 conditions since the last permit issuance dated May 28, 2015:

- Old Condition II.3. – This condition does not apply to the permit as there is no monitoring wells specified in the permit.
- Old Condition VI.2. – The permit is not voidable.

The following permit conditions are new since the last permit issuance dated May 28, 2015:

- Condition II.10. – The setbacks language has been updated.
- Condition III.16. – This condition requires the metering equipment be tested and calibrated annually.
- Conditions VI.8. and VI.9. – Updated general conditions language.
- Condition VI.10. – Prevent the permit form being issued if the Permittee has any unpaid overdue annual fees.



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

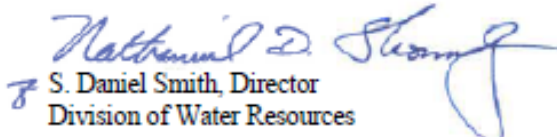
Mr. Scott Avis
June 11, 2020
Page 2 of 2

- Attachment A – Added Total Nitrogen and updated the monitoring frequency for Total Residual Chlorine from monthly to weekly according to the current non-discharge effluent monitoring policy.

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 Vivien Zhong at (919) 707-3627 or vivien.zhong@ncdem.gov.

Sincerely,


S. Daniel Smith, Director
Division of Water Resources

cc: Iredell County Health Department (Electronic Copy)
Mooresville 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
Iredell County

FOR THE

continued operation of a 15,000 gallon per day (GPD) wastewater treatment and irrigation facility from April through October, and a 3,500 GPD wastewater treatment and irrigation facility from November through March consisting of:

a 78 gallon per minute (GPM) influent pump station with dual grinder pumps; a 15,000 gallon septic tank with effluent filters; an 780,000 gallon aerated treatment and storage lagoon with two 3 horsepower (hp) aerators; an 8,112 gallon chlorine contact chamber; a 135 GPM irrigation pump station; a 3.44 acre solid set spray irrigation area with two fields; and all associated piping, valves, controls, and appurtenances

to serve the Lake Norman State Park WWTF, with no discharge of wastes to surface waters, pursuant to the application received April 16, 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 June 30, 2026, shall void Permit No. WQ0020881 issued May 28, 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 January 1, 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 Iredell 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 June 19, 2002. The setbacks for spray irrigation sites originally permitted or modified from February 1, 1993 to August 31, 2006 are as follows (all distances in feet):

- i. Each habitable residence or place of assembly under separate ownership: 400 ¹
- ii. Each private or public water supply source: 100
- iii. Surface waters: 100
- iv. Groundwater lowering ditches: 100
- v. Surface water diversions (upslope): 100
- vi. Surface water diversions (downslope): 100
- vii. Each well with exception of monitoring wells: 100
- viii. Each property line: 150 ²
- ix. Top of slope of embankments or cuts of two feet or more in vertical height: 15
- x. Each water line: 10
- xi. Each swimming pool: 100
- xii. Public right of way: 50
- xiii. Nitrification field: 20
- xiv. Each building foundation or basement: 15

¹ Habitable residences or places of assembly under separate ownership constructed after the facilities herein were originally permitted or subsequently modified are exempt from this setback.

² 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 June 19, 2002. 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 habitable residence or place of assembly under separate ownership: 400 ¹
- ii. Each private or public water supply source: 100
- iii. Surface waters: 50
- iv. Each well with exception of monitoring wells: 100
- v. Each property line: 50 ²
- vi. Nitrification field: 20

¹ Habitable residences or places of assembly under separate ownership constructed after the facilities herein were originally permitted or subsequently modified are exempt from this setback.

² 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 Lake Norman 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. Freeboard in the 780,000 gallon aerated treatment and storage lagoon shall not be less than two feet at any time. [15A NCAC 02T .0505(d)]
14. A gauge to monitor waste levels in the 780,000 gallon aerated treatment and storage lagoon shall be provided. This gauge shall have readily visible permanent markings, at inch or tenth of a foot increments, indicating the following elevations: maximum liquid level at the top of the temporary liquid storage volume; minimum liquid level at the bottom of the temporary liquid storage volume; and the lowest point on top of the dam. [15A NCAC 02T .0507(f)]
15. 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)]

16. Metering equipment shall be tested and calibrated annually. [15A NCAC 02T .0507(d)]

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. Freeboard (i.e., waste level to the lowest embankment elevation) in the 780,000 gallon aerated treatment and storage lagoon shall be measured to the nearest inch or tenth of a foot, and recorded weekly. Weekly freeboard records shall be maintained for five years, and shall be made available to the Division upon request. [15A NCAC 02T .0108(c)]

7. 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 Conditions IV.5. and IV.6.) 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)]

8. 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)]

9. 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)]

10. 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)]

11. Noncompliance Notification:

The Permittee shall report to the Mooresville Regional Office, telephone number (704) 663-1699, 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 Mooresville 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]

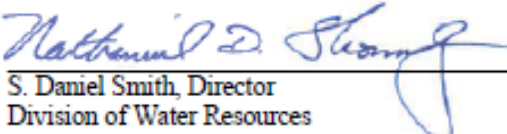
- 9. Unless the Division Director grants a variance, expansion of the facilities permitted herein shall not occur if any of the following apply:
 - a. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has been convicted of environmental crimes under G.S. 143-215.6B, or under 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 11th day of June 2020

NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION


 S. Daniel Smith, Director
 Division of Water Resources
 By Authority of the Environmental Management Commission

Permit Number WQ0020881

ATTACHMENT A – LIMITATIONS AND MONITORING REQUIREMENTS

Permit Number: WQ0020881

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					4 x Year ¹	Grab
50060	Chlorine, Total Residual	mg/L					Weekly	Grab
31616	Coliform, Fecal MF, M-FC Broth, 44.5 °C	#/100 mL					4 x Year ¹	Grab
50050	Flow, in Conduit or thru Treatment Plant	GPD	3,500 ²				Continuous	Recorder
50050	Flow, in Conduit or thru Treatment Plant	GPD	15,000 ³				Continuous	Recorder
00610	Nitrogen, Ammonia Total (as N)	mg/L					4 x Year ¹	Grab
00625	Nitrogen, Kjeldahl, Total (as N)	mg/L					4 x Year ¹	Grab
00620	Nitrogen, Nitrate Total (as N)	mg/L					4 x Year ¹	Grab
00600	Nitrogen, Total (as N)	mg/L					4 x Year ¹	Grab
00400	pH	su					Weekly	Grab
00665	Phosphorus, Total (as P)	mg/L					4 x Year ¹	Grab
00530	Solids, Total Suspended	mg/L					4 x Year ¹	Grab

1. 4 x Year sampling shall be conducted during March, June, September, and December.
2. The monthly average flow limit shall be 3,500 GPD from November 1st through March 31st.
3. The monthly average flow limit shall be 15,000 GPD from April 1st through October 31st.

ATTACHMENT B – APPROVED LAND APPLICATION SITES AND LIMITATIONS

Permit Number: WQ0020881

Version: 4.0

North Carolina Department of Natural and Cultural Resources – Lake Norman State Park WWTF

IRRIGATION AREA INFORMATION							APPLICATION LIMITATIONS			
Field	Owner	County	Latitude	Longitude	Net Acreage	Dominant Soil Series	Parameter	Hourly Rate	Yearly Max	Units
A	State of North Carolina	Iredell	35.651522°	-80.944395°	1.72	Cecil (Pacolet)	01284 – Non-Discharge Application Rate	0.4	30.16	inches
B	State of North Carolina	Iredell	35.651423°	-80.942989°	1.72	Cecil (Pacolet)	01284 – Non-Discharge Application Rate	0.4	30.16	inches
Totals					3.44					



The maps prepared for this website are generated from recorded deeds, plats, and other public records. Users of these maps are hereby notified that the information provided herein should be verified. Iredell County assumes no legal responsibilities for any of the information contained on this site. Users are advised that the use of any of this information is at their own risk. All maps on this site were prepared using a 1000ft Grid based upon the North Carolina State Plane Coordinate System from the 1983 North American Datum. The delinquent real property tax overlay is updated monthly. The information presented is not intended to be used or relied upon as an official notice of tax lies. For additional information regarding delinquent taxes, please contact the Iredell County Tax Collector's Office.

