

COUNTY OF BRUNSWICK



ADVERTISEMENT FOR BIDS
WATER AND WASTEWATER TREATMENT CHEMICALS

Pursuant to General Statutes of North Carolina, Section 143-129 as amended, the County of Brunswick is soliciting sealed bids for the purchase of the following:

Water and Wastewater Treatment Chemicals

Sealed bids must be received by the County of Brunswick at 2:00 p.m. on Tuesday, June 30, 2020, at the Brunswick County Public Utilities Operations Center located at 250 Grey Water Road NE, Supply, NC 28462, at which time they will be publicly opened and read aloud.

All bids must be in a sealed envelope marked WATER/WASTEWATER CHEMICALS BID. Bids not so marked will not be considered and may be returned to the sender unopened. The bid should also clearly indicate the name and address of the firm submitting the bid.

Bid delivery information:

Post Office Delivery

Brunswick County Public Utilities
Utilities Operations Center
Attn: Water/Wastewater Chemicals Bid
P. O. Box 249
Bolivia, NC 28422

Alternate Shipping or Hand Delivery

Brunswick County Public Utilities
Utilities Operations Center
Attn: Water/Wastewater Chemicals Bid
250 Grey Water Road
Supply, NC 28462

Specifications may be obtained by one of the following methods: the Brunswick County Web site at <www.brunswickcountync.gov>; or contacting Kathy Walters, Public Utilities Administration, Brunswick County Public Utilities Operations Center, 250 Grey Water Road, Supply, NC 28462, (910) 253-2657; Glenn Walker, Water Resources Manager, Northwest Water Treatment Plant, 3954 Clearwell Drive NE, Leland, NC 28451, (910) 371-3490; or Donald Dixon, Deputy Director-Wastewater Operations, 250 Grey Water Road NE, Supply, NC 28462, (910) 253-2657.

COUNTY OF BRUNSWICK

COUNTY OF BRUNSWICK, NORTH CAROLINA INSTRUCTIONS TO BIDDERS

1. Each bidder must submit a bid on the Bid Proposal Form herewith provided. All bids must be signed by a duly authorized individual of the bidder. All bids must be in a sealed envelope marked WATER/WASTEWATER CHEMICALS BID. The bid must also clearly indicate the name and address of the firm submitting the bid.
2. Bids will be opened promptly and read aloud at the hour and on the date as set forth in the advertisement at the Brunswick County Public Utilities Operations Center located at 250 Grey Water Road NE, Supply, North Carolina 28462. Bidders or their authorized agents are invited to be present. **The County of Brunswick will not be responsible for the failure of any mail or delivery service to deliver a bid. Regardless of the manner of submission, bids received after the aforementioned date and time or bids not submitted at the correct location or in the designated manner will not be accepted.**
3. The names of a certain brand, make, or definite specifications are to denote quality standards, but bidders are not restricted to the specific brand, make, or manufacturer name. The information is provided for reference to set forth and convey to the prospective bidders the general style, type of character, and quality of the item(s) desired. All items proposed shall meet or exceed the requirement for chemicals used in the treatment of potable water or wastewater treatment as set forth by the North Carolina Department of Environmental Quality.
4. The bidder must furnish with the bid, detailed specifications of the item(s) proposed to be furnished. If the item(s) offered differs from the provisions contained in the specifications, such difference must be explained in detail. Safety Data Sheets (SDS) and technical data sheets shall be provided for each item bid and must be included with the bid form. Where a certain brand has been specified, the prospective bidder who wishes to submit a bid on an alternative substitute item must provide information to Brunswick County Public Utilities in advance, that demonstrates to the satisfaction of the Public Utilities Department staff that the item is equal to the brand listed. Please refer to additional requirements stated herein.
5. Prices quoted shall be net and shall include all discounts to be considered in making the award as well as any delivery to the facilities of County of Brunswick, North Carolina. State and local taxes, as applicable, shall not be included in the base bid price, but shall be listed separately on the bid form.
6. Brunswick County reserves the right to negotiate a modified price for any chemical during the term of any contract for any adjustments that need to be made to chemical compositions, as determined by Brunswick County in its sole discretion. Said price modification shall not exceed five percent (5%) of the original price.
7. Bidders are required to have insurance as outlined in the Minimum Insurance Requirements attached hereto as Exhibit A and incorporated herein by reference. Bidder will be required to provide a Certificate of Insurance as evidence that it meets the minimum requirements.

COUNTY OF BRUNSWICK

8. Brunswick County reserves the right to award multiple contracts to multiple suppliers based on the lowest responsive, responsible bidder for each chemical listed in the specifications and any other materials related thereto.
9. The County reserves the right to reject any and all bids and to waive informalities or technical defects. The County further reserves the right to amend the specifications and request new bids at any time prior to the award of a contract. All decisions of County shall be final and binding.
10. If bidders have questions, please direct them in writing to one (1) of the following individuals:

Donald Dixon
Public Utilities Deputy Director-Wastewater Operations
(910) 253-2657
donald.dixon@brunswickcountync.gov

OR

Glenn Walker
Public Utilities Water Resources Manager
(910) 371-3490
glenn.walker@brunswickcountync.gov
11. The County of Brunswick will not be responsible for any costs or expenses incurred by the bidder in submitting a bid or for any other activities associated therewith. Further, the County of Brunswick reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement even if the Board of Commissioners has formally accepted the recommendation.
12. Any changes to the specifications or clarifications to the bidding documents will be made in the form of an Addendum and will be supplied to all prospective bidders.
13. Bidders shall state terms of manufacturer's warranty on the Bid Proposal Form, along with any other warranties provided by the bidder.
14. Unless otherwise noted on the Bid Proposal Form, the successful bidder guarantees delivery to the County facility indicated within twenty-four (24) hours of placement of an order by the County.
15. Due to COVID-19, Brunswick County is operating by appointment only at this time. Bidders must schedule an appointment in advance with the existing water and/or wastewater treatment plant sites to confirm the compatibility of any proposed chemical substitution and to obtain approval from Brunswick County, in writing, for such substitution. All substitutions must be scheduled and tested before June 20, 2020. Any such substitution must be of similar chemical makeup as the chemical which it is intended

COUNTY OF BRUNSWICK

to replace. In addition, the bidder must ensure connections and adapters that may be required for delivery into existing tanks are of the appropriate quality and size. The cost of furnishing such connections or adapters shall be the responsibility of the bidder and should be included in the bid price for the item. Contact the appropriate superintendent at the e-mail addresses listed below:

- 211 Water Treatment Plant, jeremy.sexton@brunswickcountync.gov
- Northwest Water Treatment Plant, thad.hill@brunswickcountync.gov
- Wastewater Treatment Plants, tim.webb@brunswickcountync.gov

16. The Estimated Annual Quantity is an estimate based upon the expected amount of water production and/or amount of wastewater treated for the next twelve (12) months. The quantities are shown to give the bidder an estimate of the approximate quantity to be purchased. The County does not guarantee a minimum quantity of any item to be purchased.
17. Unless otherwise noted on the Bid Proposal Form by the bidders, the bid prices shall be guaranteed through June 30, 2021. The contract period begins with the approval of the contract by the Board of Commissioners and ends on June 30, 2021, with an option to extend the contract up to two (2) additional one- (1-) year terms upon mutual agreement of both parties.
18. All chemicals shall meet or exceed the requirements of *ANSI/NSF (NSF) Standard 60 and 61* and the recommendations of the *American Water Works Association (AWWA)*.
19. Each shipment of chemicals shall be delivered to the County's facilities with an accompanying Safety Data Sheet (SDS).
20. Please provide a list of at least three (3) references including contact person, phone number, facsimile number, and e-mail address (if available) with each bid submittal.
21. The successful bidder or its transportation contractor will be required to provide photographic identification to the County of each delivery personnel that may be responsible for delivery of product to any County facilities. Prior to each delivery, it shall be the bidder or its transportation contractor's responsibility to notify appropriate County staff as to which delivery personnel will be assigned to the delivery. Each delivery personnel shall also be required to provide appropriate identifications to County staff upon arrival.
22. In addition to the terms and conditions contained herein, by submitting a bid, bidder, if selected, agrees to enter into and be bound by the provisions of a Supplier Agreement in substantially the form attached hereto as Exhibit B and incorporated herein by reference. To the extent that any of the terms of the bid packet and the terms of the Supplier Agreement conflict, the terms of the Supplier Agreement shall prevail.

COUNTY OF BRUNSWICK

EXHIBIT "A"



BRUNSWICK COUNTY MINIMUM INSURANCE COVERAGE REQUIREMENTS

At contractor's expense, contractor shall procure and maintain the following recommended lines of insurance according to the scope of work. The County may choose to elect higher or lower coverages according to the work performed. Contractors must be insured by a licensed agent in North Carolina and rated A-VII or better by A.M. Best.

A. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury Limit
- \$ 5,000 Medical Expense Limit

B. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

- \$500,000 Each Accident
- \$500,000 Disease - Each Employee
- \$500,000 Disease - Policy Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit – Any Auto

D. PROFESSIONAL LIABILITY

\$1,000,000 Per Occurrence

E. POLLUTION LIABILITY INSURANCE

\$1,000,000 Per Occurrence

When a contractor is required to bind pollution/environmental coverage, the contractor must provide evidence of continuation or renewal of liability insurance for a period of three (3) years following termination of the agreement.

ADDITIONAL INSURANCE AND INDEMNIFICATION REQUIREMENTS

- A. Contractor agrees to defend, indemnify, and hold harmless Brunswick County, its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Contractor, its employees or agents. Contractor further agrees to investigate, handle, respond to, defend and dispose of same at its sole expense and agrees to bear all other costs and expenses related thereto.

COUNTY OF BRUNSWICK

The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

BRUNSWICK COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED UNDER CONTRACTOR'S GENERAL LIABILITY INSURANCE.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Brunswick County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- D. Brunswick County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- E. All certificates of insurance must provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice.
- F. The Certificate of Insurance should note in the Description of Operations the following:
 - Department: Utilities
 - Contract #: Water/Wastewater Treatment Chemicals
- G. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, hold harmless and defend Brunswick County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- H. In the event Contractor receives Notice of Cancellation of Insurance required pursuant to this Agreement, Contractor shall immediately cease performance of all services and shall provide Notice to Brunswick County's Legal/Risk Management personnel within twenty-four (24) hours.
- I. Certificate Holder shall be listed as follows:
 - ATTENTION: Brunswick County Risk Manager
 - 30 Government Center Dr. NE
 - P.O. Box 249
 - Bolivia, NC 28422
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

COUNTY OF BRUNSWICK**2020 WATER AND WASTEWATER TREATMENT CHEMICALS
BID PROPOSAL FORM**

Product	Estimated 12-Month Quantity	Unit of Measure	Unit Cost	Total Cost	Deliver To
Polyaluminum Chloride (liquid) (Delivered via tanker truck)	1,000	Tons	\$	\$	NWTP
Chlorine (2,000-lb Cylinder) (Delivered via boom truck)	225,000	Pounds	\$	\$	NWTP & 211 WTP
Corrosion Inhibitor (Orthophosphate) (Delivered via tanker truck)	180,000	Pounds	\$	\$	NWTP
Polyphosphate/Ortho Blend 50/50 (Delivered via tanker truck)	67,000	Pounds	\$	\$	211 WTP
Caustic Soda 50% (Delivered via tanker truck)	1,210,000	Pounds	\$	\$	NWTP, OIB, & WEST BRUNSWICK
Sodium Hypochlorite 12 - 15%	35,000	Gallons	\$	\$	WEST BRUNSWICK
Magnesium Hydroxide 60%	40,000	Gallons	\$	\$	WEST BRUNSWICK
Aluminum Sulfate 48.5%	90,000	Gallons	\$	\$	WEST BRUNSWICK
Hydrofluosilic Acid (liquid)	28,500	Pounds	\$	\$	211 WTP
Calcium Hydroxide (High Calcium Hydrated Lime) Powder	1,900	Tons	\$	\$	211 WTP
Sulfuric Acid 93% (liquid)	20,000	Pounds	\$	\$	211 WTP
Powdered Activated Carbon (fine grind)	60,000	Pounds	\$	\$	NWTP

Anhydrous Ammonia (Delivered via tanker truck)	36,400	Pounds	\$	\$	NWTP & 211 WTP
Polymer (cationic) Poly DADMAC	80,000	Pounds	\$	\$	211 WTP
Polymer (cationic)	50,000	Pounds	\$	\$	WEST BRUNSWICK & NE WWTP
Sodium Fluorosilicate (SSF), powder (Delivered via truck)	40,000	Pounds	\$	\$	NWTP

TERMS OF MANUFACTURER'S WARRANTY: _____

GUARANTEED DELIVERY TIME: _____

COMPANY NAME: _____

COMPANY'S MAILING ADDRESS: _____

COMPANY'S PHONE NO.: _____

AUTHORIZED SIGNATURE: **SIGNED** _____

PRINTED _____

WITNESS: _____

**COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT**

POLYALUMINUM CHLORIDE (>12% - ≤20%), liquid, 17%

Supplier shall be capable of delivering this product into existing storage facility for polyaluminum chloride with a truck equipped with pressure deliveries or an independent pump and a one-piece twenty- (20-) foot approved hose without modification to water treatment plant or bulk storage tank facilities at the plant. Existing storage facility includes three (3) eighteen thousand (18,000) gallon storage tanks at the Northwest WTP. Personnel delivering the product should be qualified to respond to emergency situations (i.e., spills, etc.) and should be equipped with all appropriate equipment to make necessary repairs safely and promptly or have immediate access to emergency response personnel. The supplier shall employ the best available safety handling practices to prevent injury to the plant personnel, the plant facilities, surrounding residents, and delivery personnel.

Proposed product shall meet or exceed current product efficiency as related to treatment of turbidity, color, TOC, iron, manganese, taste, and odor removal. Alkalinity demand nor dosage rates shall exceed current product. Product must remain in suspension or supplier is liable for all clean-up costs.

Product specification as follows:

Total Al ₂ O ₃	>12% - ≤20%
pH	≥0.9 (+/- 0.3)
Basicity	≥40%
Approval	UL, NSF, USDA, EPA, AWWA (Approved for potable water treatment)
Delivery lead time	Twenty-four (24) hours

Site Visits and Testing:

Supplier shall conduct on-site testing to ensure continued chemical compatibility with other treatment processes within the facility. Testing shall include, but is not limited to, monthly jar testing, pilot testing, and through-plant trials.

A typical metals analysis shall be provided with each bid.

Cost analysis will be executed based on wet cost per pound carried to the nearest cent divided by the % of Al₂O₃. All prices shall be quoted FOB County's facility; terms are thirty (30) days net.

Example	Cost/lb.	%Al ₂ O ₃	Equivalent Cost/lb.	
A	0.13	0.16	0.81	Product A is the low bid.
B	0.15	0.17	0.88	
C	0.12	0.14	0.86	

**COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT**

CHLORINE (Cl₂), liquid

Supplier shall be capable of delivering this product with a boom truck to Northwest WTP and 211 WTP. Personnel delivering product should be qualified to respond to emergency situations (i.e., leaks, etc.) and should be equipped with all appropriate equipment to make necessary repairs safely and promptly or have immediate access to emergency response personnel. The supplier shall employ the best available safety handling practices to prevent injury to the plant personnel, the plant facilities, surrounding residents, and delivery personnel. In addition, all cylinders are to be provided with rebuilt or new valves and stems with each delivery and be marked with some form of certification sticker.

Product specification as follows:

Composition	Liquid, 99.9%
Container	One (1) ton cylinders
Approval	UL, NSF, USDA, EPA, AWWA (Approved for potable water treatment)
Delivery lead time	Twenty-four (24) hours

All prices shall be quoted FOB County's facility; terms are thirty (30) days net.

**COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT**

CORROSION INHIBITOR, phosphate, liquid - orthophosphate

Supplier must be capable of providing routine field lab services and corrosion control expertise to include, but not limited to, process chemistry studies and "*system modeling*" for existing treatment practices. The supplier must provide the County with in-stream evidence that their product is providing the level of corrosion control in the County's system as required by the County, at no additional expense to the County.

Supplier shall be capable of delivering this product into existing storage facility for corrosion inhibitor with a truck equipped with pressure deliveries or an independent pump and a one-piece, twenty- (20-) foot approved hose without modification to water treatment plant or bulk storage tank facilities at the plant. Existing storage facility includes one (1) ten thousand (10,000) gallon storage tank at the Northwest WTP. Personnel delivering the product should be qualified to respond to emergency situations (i.e., spills, etc.) and should be equipped with all appropriate equipment to make necessary repairs safely and promptly or have immediate access to emergency response personnel. The supplier shall employ the best available safety handling practices to prevent injury to the plant personnel, the plant facilities, surrounding residents, and delivery personnel.

Product specification as follows:

Composition	Clear liquid
Ortho/Poly Ratio	Straight Orthophosphate
Approval	UL, NSF, USDA, EPA, AWWA (Approved for potable water treatment)
Delivery lead time	Twenty-four (24) hours

All prices shall be quoted FOB County's facility; terms are thirty (30) days net.

**COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT**

CORROSION INHIBITOR, ortho/polyphosphate blend

Liquid, blended ortho-polyphosphate with properly balanced *ortho* to *poly* ratio achieve optimum corrosion control in the County's water distribution system. Supplier must be capable of providing routine field lab services and corrosion control expertise to include, but not limited to, process chemistry studies and "*system modeling*" for existing treatment practices. The supplier must provide the County with in-stream evidence that their product is providing the level of corrosion control in the County's system as required by the County, at no additional expense to the County.

Supplier shall be capable of delivering this product into existing storage facility for corrosion inhibitor with a truck equipped with pressure deliveries or an independent pump and a one-piece, twenty- (20-) foot approved hose without modification to water treatment plant or bulk storage tank facilities at the plant. Existing storage facility one (1) three thousand (3,000) gallon storage tank at the 211 WTP. Personnel delivering the product should be qualified to respond to emergency situations (i.e., spills, etc.) and should be equipped with all appropriate equipment to make necessary repairs safely and promptly or have immediate access to emergency response personnel. The supplier shall employ the best available safety handling practices to prevent injury to the plant personnel, the plant facilities, surrounding residents, and delivery personnel.

Product specification as follows:

Composition	Clear liquid
Ortho/Poly Ratio	50/50 @ 211 WTP
Approval	UL, NSF, USDA, EPA, AWWA (Approved for potable water treatment)
Delivery lead time	Twenty-four (24) hours

All prices shall be quoted FOB County's facility; terms are thirty (30) days net.

**COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT**

SODIUM HYDROXIDE (CAUSTIC SODA), 50%, liquid

Supplier shall be capable of delivering this product into existing storage facilities for sodium hydroxide (caustic) with a truck equipped with pressure deliveries or an independent pump and a one-piece, twenty- (20-) foot approved hose without modification to water/wastewater treatment plant or bulk storage tank facilities at the plant. Existing storage facilities include two (2) six thousand (6,000) gallon storage tanks at the Northwest WTP, two (2) two hundred fifty (250) gallon storage tanks at the Ocean Isle Beach (OIB) Wastewater Treatment Plant, one (1) one thousand five hundred (1,500) gallon storage tank and one (1) five hundred (500) gallon storage tank at the West Brunswick WWTP. Personnel delivering the product should be qualified to respond to emergency situations (i.e., spills, etc.) and should be equipped with all appropriate equipment to make necessary repairs safely and properly or have immediate access to emergency response personnel. The supplier shall employ personnel. The supplier shall employ the best available safety handling practices to prevent injury to the plant personnel, the plant facilities, surrounding residents, and delivery personnel.

Product specification as follows:

Composition	Liquid
Specific Gravity	1.5
Total NaOH	50%
Approval	UL, NSF, USDA, EPA, AWWA (Approved for potable water treatment)
Delivery lead time	Twenty-four (24) hours

A typical metals analysis shall be provided with each bid.

All prices shall be quoted FOB County's facility; terms are thirty (30) days net.

**COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT**

SODIUM HYPOCHLORITE SOLUTION

(12 - 15% Concentration)

Supplier shall be capable of delivering this product into existing storage facility for Sodium Hypochlorite with a truck equipped with pressure deliveries or an independent pump and a one-piece twenty- (20-) foot approved hose without modification to the bulk storage tank facility. Existing storage facility includes two (2) thirty-five hundred gallon (3,500) storage tanks at the West Brunswick Regional WWTP. The Drip Site has two (2) two hundred (200) gallon storage tanks located at the Pump Station at the Storage Pond, and is highly recommended to be delivered in a truck capable of delivering on a diked area. Personnel delivering the product should be qualified to respond to emergency situations (i.e., spills, etc.) and should be equipped to make necessary repairs safely and promptly or have immediate access to emergency response personnel. The supplier shall employ the best available safety handling practices to prevent injury to the plant personnel, the plant facilities, surrounding residents, and delivery personnel.

Proposed product shall meet or exceed current product efficiency as related to treatment of disinfection of wastewater.

Product specification as follows:

Sodium Hypochlorite, 10-16% by weight

Available Chlorine w/v % value 15.00 + - 0.6

Available Chlorine wt % 12.40

Certified to NSF/ANSI 60 Maximum Use for Potable Water (84 mg/l)

Volumes to be delivered are three thousand (3,000) gallons and three hundred thirty (330) gallons

Delivery lead time Seventy-two (72) hours

All prices shall be quoted FOB County's facility; terms are thirty (30) days net.

**COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT**

MAGNESIUM HYDROXIDE SOLUTION

(60% Concentration)

Supplier shall be capable of delivering this product into existing storage facility for Magnesium Hydroxide with a truck equipped with pressure deliveries or an independent pump and a one-piece twenty- (20-) foot approved hose without modification to the bulk storage tank facility. Existing storage facility includes one (1) five thousand (5,000) gallon storage tank at the West Brunswick Regional WWTP. Personnel delivering the product should be qualified to respond to emergency situations (i.e., spills, etc.) and should be equipped to make necessary repairs safely and promptly or have immediate access to emergency response personnel. The supplier shall employ the best available safety handling practices to prevent injury to the plant personnel, the plant facilities, surrounding residents, and delivery personnel.

Proposed product shall meet or exceed current product efficiency as related to treatment of wastewater.

Product specification as follows:

Magnesium Hydroxide, pH (10% aqueous slurry)	10-11
Specific Gravity (g/cc)	1.45
Volumes to be delivered are three thousand (3,000) gallons	
Delivery lead time	Seventy-two (72) hours

All prices shall be quoted FOB County's facility; terms are thirty (30) days net.

**COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT**

ALUMINUM SULFATE SOLUTION

(48.5%)

Supplier shall be capable of delivering this product into existing storage facility for Aluminum Sulfate with a truck equipped with pressure deliveries or an independent pump and a one-piece twenty- (20-) foot approved hose without modification to the bulk storage tank facility. Existing storage facility includes two (2) three thousand gallon (3,000) storage tanks at the West Brunswick Regional WWTP. Personnel delivering the product should be qualified to respond to emergency situations (i.e., spills, etc.) and should be equipped to make necessary repairs safely and promptly or have immediate access to emergency response personnel. The supplier shall employ the best available safety handling practices to prevent injury to the plant personnel, the plant facilities, surrounding residents, and delivery personnel.

Proposed product shall meet or exceed current product efficiency as related to treatment of wastewater.

Product specification as follows:

Aluminum Sulfate 48.50%

Specific Gravity 1.33

Volumes to be delivered are three-four thousand (3,000-4,000) gallons

Delivery lead time Ninety-six (96) hours

All prices shall be quoted FOB County's facility; terms are thirty (30) days net.

**COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT**

HYDROFLUOSILICIC ACID (HFS), liquid

Supplier shall be capable of delivering this product into existing storage facilities for hydrofluosilicic acid (HSF) with a truck equipped with pressure deliveries or an independent pump and a one-piece, twenty- (20-) foot approved hose without modification to water treatment plant or bulk storage tank facilities. Existing storage facility includes one (1) one thousand (1,000) gallon storage tank at the 211 WTP. Personnel delivering this product should be qualified to respond to emergency situations (i.e., spills, etc.) and should be equipped with all appropriate equipment to make necessary repairs safely and promptly or have immediate access to emergency response personnel. The supplier shall employ the best available safety handling practices to prevent injury to the plant personnel, the plant facilities, surrounding residents, and delivery personnel.

Product specification as follows:

Composition	Liquid
Specific Gravity	1.2
H ₂ SiF ₆	23% to 25%
pH (10% sol.)	1.5 to 2.0
Approval	UL, NSF, USDA, EPA, AWWA (Approved for potable water treatment)
Delivery lead time	Twenty-four (24) hours

All prices shall be quoted FOB County's facility; terms are thirty (30) days net.

**COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT**

CALCIUM HYDROXIDE (HIGH CALCIUM HYDRATED LIME), powder

Supplier shall be capable of delivering this product into existing storage facility for calcium hydroxide (lime) with a truck equipped with pressure deliveries or an independent pump and a one-piece, twenty- (20-) foot approved hose without modification to water treatment plant or bulk storage tank facilities at the plant. Existing storage facility includes one (1) two thousand three hundred (2,300) cubic foot storage silo at the 211 WTP. Personnel delivering the product should be qualified to respond to emergency situations (i.e., spills, etc.) and should be equipped with all appropriate equipment to make necessary repairs safely and promptly or have immediate access to emergency response personnel. The supplier shall employ the best available safety handling practices to prevent injury to the plant personnel, the plant facilities, surrounding residents, and delivery personnel.

Product specification as follows:

Composition	Powder
Appearance	White or gray powder, odorless
Solubility in Water	Slightly
pH	12.4 @ 25°C
Ca(OH) ₂	>90%
Approval	UL, NSF, USDA, EPA, AWWA (Approved for potable water treatment)
Delivery Quantity	20.0 tons
Delivery lead time	Twenty-four (24) hours

A typical metals analysis shall be provided with each bid.

All prices shall be quoted FOB County's facility; terms are thirty (30) days net.

**COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT**

SULFURIC ACID (H₂SO₄), liquid, 93% to 99.9%, 60° - 66° Baume

Supplier shall be capable of delivering this product into existing storage facility for sulfuric acid with a truck equipped with pressure deliveries or an independent pump and a one-piece, twenty- (20-) foot approved hose without modification to water treatment plant or bulk storage tank facilities at the plant. Existing storage facility includes one (1) one thousand (1,000) gallon storage tank at the 211 WTP. Personnel delivering the product should be qualified to respond to emergency situations (i.e., spills, etc.) and should be equipped with all appropriate equipment to make necessary repairs safely and promptly or have immediate access to emergency response personnel. The supplier shall employ the best available safety handling practices to prevent injury to the plant personnel, the plant facilities, surrounding residents, and delivery personnel.

Product specification as follows:

Composition	Liquid
Specific Gravity	1.85 @ 60°F
pH (0.5% sol.)	1.2
Baume	60° to 66°
Approval	UL, NSF, USDA, EPA, AWWA (Approved for potable water treatment)
Delivery lead time	Twenty-four (24) hours

A typical metals analysis shall be provided with each bid.

All prices shall be quoted FOB County's facility; terms are thirty (30) days net.

**COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT**

POWDERED ACTIVATED CARBON (PAC) - Fine Grind

Supplier shall be capable of delivering this product into an existing carbon storage silo located at the Northwest WTP with a truck equipped with equipment designed for pressure into the carbon silo. Personnel delivering the product shall be qualified to deliver the product safely and respond to emergency situations. The supplier shall be equipped with all appropriate equipment to make necessary repairs safely and promptly. The Powdered Activated Carbon shall be a wood-based, bituminous, or a blended material that is heat activated using steam. The supplier must supply a copy of a valid certification prior to award of the contract.

Product specification as follows:

Composition	Powder	
Appearance	Black	
Iodine Number (mg/g)	800	min
Tannin Value (mg/l)	200	min
Moisture (%)	8.0	max
Apparent Density	0.21-0.37	
Approval	UL, NSF, USDA, EPA, AWWA (Approved for potable water treatment)	
Delivery lead time	Twenty-four (24) hours	
Typical Delivery	10-15 Tons	Bulk-Truck

All prices shall be quoted FOB County's facility; terms are thirty (30) days net.

**COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT**

AMMONIA, anhydrous

Supplier shall be capable of delivering this product with a pressurized tanker truck to Northwest WTP and 211 WTP. Personnel delivering product should be qualified to respond to emergency situations (i.e., leaks, etc.) and should be equipped with all appropriate equipment to make necessary repairs safely and promptly or have immediate access to emergency response personnel. The supplier will employ the best available safety handling practices to prevent injury to the plant personnel, the plant facilities, surrounding residents, and delivery personnel.

Product specification as follows:

Composition	Liquid, 100%
Container	Pressurized tank (Provided by supplier)
Approval	UL, NSF, USDA, EPA, AWWA (Approved for potable water treatment)
Delivery lead time	Twenty-four (24) hours

All prices shall be quoted FOB County's facility; terms are thirty (30) days net.

**COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT**

POLYMER (cationic), POLY DADMAC 20%

Polymer blended to achieve optimum coagulation in the County's groundwater softening process. Supplier must be capable of providing routine lab services and coagulation expertise to include, but not limited to, process chemistry studies for existing treatment practices. The supplier must provide the County in-stream evidence that their product is providing the level of coagulation in the County's groundwater softening system as required by the County, at no additional cost to the County. If supplier is unable to provide the level of treatment the County requires, the County reserves the right to select another supplier, as required.

Supplier shall be capable of delivering this product into existing storage facilities for polymer (poly dadmac) with a truck equipped with pressure deliveries or an independent pump and a one-piece, twenty- (20-) foot approved hose without modification to water treatment plant or bulk storage tank facilities. Existing storage facility includes one (1) three thousand (3,000) gallon storage tank at the 211 WTP. Personnel delivering this product should be qualified to respond to emergency situations (i.e., spills, etc.) and should be equipped with all appropriate equipment to make necessary repairs safely and promptly or has immediate access to emergency response personnel. The supplier shall employ the best available safety handling practices to prevent injury to the plant personnel, the plant facilities, surrounding residents, and delivery personnel.

Product specification as follows:

Composition	Liquid
Appearance	Transparent
Color	Colorless to Pale Amber
Specific Gravity	1.03 - 1.05
pH	5 - 7
Solubility in Water	Complete
Viscosity @ 25°C	1600 - 3200 cps
% Total Solids	20%
Approval	UL, NSF, USDA, EPA, AWWA (Approved for potable water treatment)
Delivery lead time	Twenty-four (24) hours

Product shall be pilot tested and approved for use in the County's treatment process by County staff. The supplier, at no expense to the County, shall furnish material for pilot testing to the County. Supplier shall provide routine monthly and on-call service for upsets to include, but not limited to, jar testing and dosage adjustments, to meet or exceed all State and Federal water quality standards.

All prices shall be quoted FOB County's facility; terms are thirty (30) days net.

**COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT**

POLYMER (cationic)

Polymer blended to achieve optimum coagulation in the County's waste activated sludge process. Supplier must be capable of providing routine lab services and coagulation expertise to include, but not limited to, process chemistry studies for existing treatment practices. The supplier must provide the County in-stream evidence that their product is providing the level of coagulation in the County's waste activated sludge process as required by the County, at no additional cost to the County. If supplier is unable to provide the level of treatment the County requires, the County reserves the right to select another supplier, as required.

Supplier shall be capable of delivering this product to existing facilities via totes with a truck equipped for this delivery. Personnel delivering this product should be qualified to respond to emergency situations (i.e., spills, etc.) and should be equipped with all appropriate equipment to make necessary repairs safely and promptly or have immediate access to emergency response personnel. The supplier shall employ the best available safety handling practices to prevent injury to the plant personnel, the plant facilities, surrounding residents, and delivery personnel.

Product specification as follows:

Composition	Liquid
Appearance	Transparent
Color	Colorless to Pale Amber
Specific Gravity	1.03 - 1.05
pH	5 - 7
Solubility in Water	Complete
Viscosity @ 25°C	1600 - 3200 cps
% Total Solids	20%
Approval	UL, NSF, USDA, EPA, AWWA (Approved for potable water treatment)
Delivery lead time	Twenty-four (24) hours

Product shall be pilot tested and approved for use in the County's treatment process by County staff. The supplier, at no expense to the County, shall furnish material for pilot testing to the County. Supplier shall provide routine monthly and on-call service for upsets to include, but not limited to, jar testing and dosage adjustments, to meet or exceed all State and Federal water quality standards.

All prices shall be quoted FOB County's facility; terms are thirty (30) days net.

**COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT**

SODIUM FLUORSILICATE (SSF)

Supplier shall be capable of delivering this product in forty (40) to fifty (50) pound containers to the Northwest WTP. Personnel delivering the product should be qualified to respond to emergency situations (i.e., spills, etc.) and should be equipped with all appropriate equipment to make necessary repairs safely and promptly or have immediate access to emergency response personnel. The supplier shall employ the best available safety handling practices to prevent injury to the plant personnel, the plant facilities, surrounding residents, and delivery personnel.

Manufacturer must carry an ISO 9001 certification or better.

Product specification as follows:

Composition	Free-flowing powder
Density	Seventy-two (72) pounds per cubic foot (ft. ³)
F content	> 59 %
Na ₂ SiF ₆	> 98.5 %
Fe content	< 50 ppm
Heavy Metals	< 50 ppm
D50	> 75 um
D99	< 420 um
Loss on Dry	< 0.10 %
Approval	UL, NSF, USDA, EPA, AWWA (Approved for potable water treatment)
Delivery lead time	Twenty-four (24) hours

All prices shall be quoted FOB County's facility; terms are thirty (30) days net.

EXHIBIT "B"
FORM OF AGREEMENT

NORTH CAROLINA

SUPPLIER AGREEMENT

BRUNSWICK COUNTY

THIS SUPPLIER AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part, and {Vendor Name}, (hereinafter referred to as "Supplier"), party of the second part.

WITNESSETH:

1. GOODS; PRICING

The goods to be purchased under this Agreement (hereinafter referred to collectively as "Goods") and the agreed upon price(s) for said Goods are set forth on Exhibit "A" attached hereto.

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. TERM OF AGREEMENT

The term of this Agreement begins upon approval by the Board of Commissioners (the "Effective Date") and continues in effect until June 30, 2021, unless sooner terminated as provided herein. The Agreement may be extended for two (2) additional one (1) year terms by mutual written agreement of the parties. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to the Supplier. As soon as practicable after receipt of a written notice of termination without cause, Supplier shall submit a statement to the County showing in detail any Goods purchased under this Agreement for which payment has not been made through the effective date of termination. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Supplier if Supplier becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Supplier, or has a receiver or trustee appointed for substantially all of its property, or if Supplier allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Supplier of the non-appropriation

and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

- a. **TOTAL CHARGES.** The County agrees to pay the price(s) for the Goods specified in the Price List or other document set forth on Exhibit "A" or as set out above. These prices constitute the maximum total charges payable to the Supplier for the Goods, and such prices shall not be increased except as permitted herein.
- b. **PRICE PROTECTION.** Supplier warrants that the prices extended to the County under this Agreement are comparable to or better than those being offered to any other customer purchasing similar quantities of the same or similar Goods. During the term of this Agreement, if Supplier enters into a contract with another entity that provides more favorable pricing and terms than this Agreement, then County shall be promptly notified of such changes to the pricing, and Supplier shall be obligated to provide the same to County for subsequent purchases. During the term of this Agreement, if lower prices and rates become effective for like quantities of the Goods through a reduction in list prices, promotional discounts or other circumstances, then County shall be promptly notified of such changes in pricing, and County must be given immediate benefit of such lower prices and rates.
- c. **PRICE ADJUSTMENTS.** The price(s) stated herein shall not increase for the initial term of this Agreement. Supplier shall provide County with at least one hundred eighty (180) days' prior written notice for any price increase. If County agrees to the price increase, such changes will become effective the first day of the new applicable term and will be reflected on a new Price List or other document provided by Supplier and which will replace the existing Price List or other document attached hereto as Exhibit "A."

Price increases shall only be allowed when justified by County in its sole discretion based on legitimate, bona fide increases in the cost of providing the Goods covered under this Agreement. No adjustment shall be made to compensate Supplier for inefficiency in operation, increase in labor costs or for additional profit.

- d. **INVOICES.** Unless otherwise specified, Supplier shall submit monthly invoices to the County and include a complete list all Goods purchased under the terms of this Agreement. Invoices shall only be submitted after Acceptance of the Goods as set forth herein. The County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, the County will not pay late fees on any charges under this Agreement. If the County disputes any portion of the charges on any invoice received from the Supplier, the County shall inform the Supplier in writing of the disputed charges. Once the dispute has been resolved, the Supplier shall re-invoice the County for the previously disputed charges, and, per any resolution between the County and the Supplier, the County shall pay those charges in full at that

time. No advance payment shall be made for any Goods supplied by Supplier pursuant to this Agreement.

- e. **PURCHASING VOLUME.** Supplier hereby acknowledges that this Agreement does not guarantee that any minimum or maximum purchases will be made. Orders will only be placed when County identifies a need.

5. ACCEPTANCE OF GOODS

The Goods delivered under this Agreement shall remain the property of Supplier until acceptance by County. Acceptance of Goods shall occur within fifteen (15) days after receipt by County unless:

- a. The County has notified Supplier of a defect within such time period. In the event any Goods are defective, County shall be entitled to terminate the order for such Goods upon written notice to Supplier and return such Goods to Supplier at Supplier's expense.
- b. The parties have agreed to provide County with a trial use period for acceptance verification or testing, in which case acceptance of the Goods shall occur upon the successful completion of the acceptance verification or testing period and any agreed upon trial use period.

6. INDEPENDENT CONTRACTOR

Both County and Supplier agree that Supplier shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Accordingly, Supplier shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required. Supplier shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

7. SUPPLIER REPRESENTATIONS

- a. Supplier is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- b. Supplier has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Supplier to enter into and perform its obligations under this Agreement;

- d. In connection with the Supplier's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- e. Supplier shall not violate any agreement with any third party by entering into or providing the Goods under this Agreement;
- f. Supplier will provide all Goods in conformity with the specifications and requirements of this Agreement;
- g. Supplier will provide all Goods free and clear of all liens and encumbrances;
- h. The Goods provided by the Supplier under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements); and
- i. Supplier shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

8. WARRANTIES

- a. **SPECIFIC WARRANTIES.** In addition to any other warranties set forth herein, Supplier shall represent, warrant and covenant the specific warranties for the Goods attached hereto and incorporated herein.
- b. **ASSIGNMENT OF WARRANTIES FOR THIRD PARTY PRODUCTS.** Without limiting Supplier's obligation to provide warranty or maintenance services, Supplier hereby assigns to County all of Supplier's warranties covering any third-party product delivered under this Agreement. Supplier will provide copies of all said warranties to County upon delivery of the covered Goods.

9. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Supplier shall be solely responsible for any damage to or loss of the County's equipment, facilities, property and/or data rising out of the negligent or willful act or omission of Supplier. In the event that Supplier causes damage to the County's equipment or facilities, the Supplier shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

10. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Supplier or the Goods supplied under this Agreement, and Supplier is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Supplier may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

11. NON-EXCLUSIVITY

Supplier acknowledges that County is not obligated to contract solely with Supplier for the Goods covered under this Agreement.

12. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Supplier hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

13. DEBARMENT

Supplier hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Supplier must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

14. INDEMNIFICATION

Supplier shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Supplier, its employees or agents. Supplier further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Supplier shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

15. INSURANCE

Supplier shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed,

specifically or generally, to include County as an additional insured and as a certificate holder. Supplier shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Supplier shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

16. WORKERS' COMPENSATION

To the extent required by law, Supplier shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Supplier is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Supplier shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Supplier's obligations under this Agreement.

Supplier agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

17. REMEDIES

- a. **RIGHT TO COVER.** If Supplier fails to provide any Goods for any reason, due to no fault of County, the County may employ such means as it may deem advisable and appropriate to obtain the Goods from a third party until the matter is resolved and Supplier is again able to provide the respective Goods under this Agreement.
- b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Supplier fails to perform under this Agreement until such breach has been fully cured.
- c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.
- d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
- e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Supplier, notwithstanding anything to the contrary in this Agreement, Supplier agrees that it will not terminate this Agreement or suspend or limit the supply of any Goods or warranties on such Goods, unless: (i) the parties agree in writing; or (ii) an order of a court

of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

18. TAXES

Supplier shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Supplier shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

19. HEALTH AND SAFETY

Supplier shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the supply of Goods. Supplier shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with the supply of Goods.

20. NON-DISCRIMINATION IN EMPLOYMENT

Supplier shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Supplier shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Supplier is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Supplier may be declared ineligible for further County agreements.

21. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Supplier understands that it is a requirement of this Agreement that Supplier and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Supplier agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Supplier shall require its subcontractors to do the same. Upon request, Supplier agrees to provide County with an affidavit of compliance or exemption.

22. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the “Discloser,” and the party receiving Confidential Information is the “Recipient.” “Confidential Information” shall mean any nonpublic information concerning the parties’ respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical

information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or
- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

23. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

24. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina

in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

25. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

26. GOVERNMENTAL IMMUNITY

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

27. NON-WAIVER

Failure by County at any time to require the performance by Supplier of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

28. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

29. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

30. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

31. AMENDMENTS

No amendments or changes to this Agreement, or additional Statements of Work, shall be valid unless in writing and signed by authorized agents of both Supplier and County.

32. NOTICES

- a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

- i. For the County: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022
- ii. For the Supplier: { Vendor Name }
{ Vendor Address }
{ Vendor City }, { Vendor State or Territory } { Vendor Zip }

[SIGNATURES APPEAR ON FOLLOWING PAGE]

33. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board

By: _____
Frank Williams
Chairman

[SEAL]

{VENDOR NAME}

By: _____

Printed Name: {Vendor Signatory Name}

Title: {Vendor Signatory Title}

Date: _____

“This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.”

Julie A. Miller, Finance Director
Brunswick County, North Carolina

APPROVED AS TO FORM

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

COUNTY OF BRUNSWICK

EXHIBIT "A"
GOODS/PRICE LIST