

	Invitation for Bid: Water Treatment Chemicals 0519-2025
	Issue Date: 05/19/2025
	Bid Due Date/Time: 06/05/2025 @ 2:00pm
	Bid Opening Date/Time: 06/05/2025 @ 3:00pm
	Mandatory Pre-Bid Meeting: N/A
Refer <u>ALL</u> inquiries regarding this ITB to: <p style="text-align: center;">Palki Desai pdesai@washingtonnc.gov OR Angela Flowers aflowers@washingtonnc.gov</p>	Description: Formal Bid for Water Treatment Chemicals

**City of Washington (COW)
Invitation for Formal Bid for Water Treatment Chemicals**

Once this contract is awarded, it will begin July 1, 2025 and end June 30, 2026 (with optional to renew for three (3) additional one-year periods).

1. NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received in the Office of the Purchasing Agent, City of Washington, 203 Grimes Road, Washington, North Carolina 27889 until 2:00 pm (EST) on the day of opening. Bids submitted in a fax or e-mail in response to this Invitation for Bids will not be acceptable. **Late Bids will not be considered.** A contractor pre-qualification survey is required to be completed by each bidder.

2. STANDARD FORMS REQUIRED

Each bidder must submit a proposal on the enclosed bid forms. The bid must be signed by an authorized official of the firm.

3. PREPARATION OF BID

Bids must be in sealed envelopes clearly marked on the outside with the name of the bid and the bid opening date and time. Bid shall be addressed to Angela Flowers, Purchasing Agent, 203 Grimes Rd. Washington, N.C. 27889.

4. TIME FOR OPENING BIDS

Bids will be opened promptly and read at the hour and on the date set forth in the advertisement in the Office of the Purchasing Agent, City of Washington, 203 Grimes

Road, Washington, North Carolina. Bidders or their authorized agents are not required to attend, but are welcome to be present.

5. DEPOSIT

No bid deposit is required for this bid.

6. NC SALES TAX

Although the City of Washington (COW) does pay sales tax, please do **not** include NC sales taxes in bid figure. Sales tax should be added to the invoice(s) as a separate item.

7. INSPECTION TAX

COW will pay to successful bidder the \$.0054 inspection fee, lust, and oil spill tax and .0074 for diesel off road due to NORA as part of petroleum cost. No refund on this tax.

8. FEDERAL EXCISE TAX

COW is exempt from Federal Excise Tax and will issue a Federal Exemption Certificate upon request to the successful bidder.

9. EXCEPTIONS TO BE CLEARLY STATED

If bid is not in strict accordance with Section II, "Specifications," bidder must list or note all exceptions **on the Request for Proposal Form**, otherwise, it is fully understood that the successful bidder will furnish equipment and/or materials exactly as specified. COW reserves the right to accept or reject bids with noted minor deviations from specifications and to determine the lowest and best responsible bid from the standpoint of quality, performance, and price.

10. EVALUATION AND AWARD OF BIDS

COW reserves the right to reject any and all bids, to waive any and all informalities, and to disregard all nonconforming or conditional bids or counter proposals. In evaluating bids, COW shall consider whether the bids comply with the prescribed requirements, plus all alternates or options requested. COW reserves the right to include or exclude any option or alternative in COW's opinion is in COW's best interests. If a bid is to be awarded, it will be awarded to the lowest responsible bidder whose evaluation by COW indicates that the award will be in COW's best interests. Only firm prices will be considered for award of this bid.

11. PROMPT PAYMENT DISCOUNTS

Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it may be considered in the award of the contract.

12. NUMERICAL ERRORS

In the case of a discrepancy between a unit price and the extension (the unit price multiplied by the number of units), the unit price governs. In the case where numerical bids are stated both in numbers and in words, the words govern.

13. BID WITHDRAWAL

A bidder must notify COW in writing of its request to withdraw a bid within seventy-two (72) hours after the bid opening, excluding weekends and holidays, in order to justify withdrawal, the bidder must demonstrate that a substantial error exists and that the bid was submitted in good faith.

14. MINORITY BUSINESS PARTICIPATION PROGRAM

COW has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and/or labor.

15. QUANTITIES

Quantities specified are only estimates of COW's requirements. COW reserves the right to purchase more or less than the stated quantities at prices indicated in the submitted Proposal Form based on our actual needs.

16. DELIVERY

Delivery of all equipment, materials, or supplies shall be made Free on Board (FOB) COW Warehouse, 203 Grimes Road, Washington, North Carolina 27889, *unless otherwise specified*. The agreed price for such equipment, materials, or supplies shall include all costs of delivery and ownership, and risks of loss shall not be transferred from Provider to COW until express written acceptance of delivery and inspection by COW. Delivery hours are between 7:00 AM and 2:30 PM Monday-Friday only. **COW's purchase order number is to be shown on the packing slip or any related documents.** COW reserves the right to refuse or return any delivery with no purchase order number or which is damaged. COW will not be charged a restocking fee for any delivery which is refused or returned.

17. DELIVERY TIME

Delivery time is to be stated and will be considered in the evaluation of bids. Failure by the successful bidder to meet quoted delivery shall be interpreted as non-compliance with these specifications and may be deemed sufficient cause for removal of the manufacturer and/or distributor from our lists as acceptable manufacturers or bidders.

18. MANUFACTURER

Bidder is to specify the manufacturer of cables being quoted. If requested, bidder shall identify the place of manufacturer of all cables quoted.

19. CONTACT INFORMATION

Questions regarding this bid request must be directed to Angela Flowers, Purchasing Agent, (252)975-9308, aflowers@washingtonnc.gov.

20. TERMS AND CONDITIONS

All bids must meet OSHA standard requirements.

In the event of an omission or error by the City of Washington in preparing specifications, the item bid shall contain as a minimum the manufactures listed standard equipment for the particular item.

If pertaining thereto; the item bid must meet OSHA standard requirements.

Bidders shall exclude Federal Excise and Transportation tax from their bid, but show North Carolina and Beaufort County tax as a separate item on invoices. When mathematical extension errors occur, then the unit price will govern.

All chemicals are to be delivered to either the Water Plant at 550 Wells Avenue, Washington NC 27889 and/or Wastewater Plant 1399 West 2nd Street, Washington NC 27889 prepaid.

The city requires firm prices. If for any reason bidder uses a price escalator clause, let bidder be fully aware that the City of Washington will give greater consideration to the evaluation of firm price bid.

Release of chemicals will be made as needed by the City of Washington.

Bidders may bid on one or all line items. Bids will be awarded to the best interest of the City of Washington.

The bidder shall state in writing on a separate page which has to be included with the bid, their terms and conditions concerning additional cost to the City of Washington for container deposits and demurrages. The letter (page) shall in fact be part of the bid.

Fulfillment of contract by the City of Washington is contingent upon appropriation of funds for the fiscal year involved.

The bidder must provide country of origin for each chemical bid.

The bidder must provide chemical manufactory for each chemical bid.

The bidder must provide NSF certification for each chemical bid.

SECTION II
CITY OF WASHINGTON
VENDOR PROFILE QUESTIONNAIRE

1. Please provide a brief history of your firm: _____

2. Please provide a statement of qualifications and describe experience level for each crew position: _____

3. Please provide your firm's office location(s): _____

4. Please provide a list of similar work completed or in process: _____

5. Please describe age and type of equipment proposed: _____

6. Please provide at least three (3) references with contact information: _____

Questions 1–6 must be answered. COW reserves the right to reject any bid that has incomplete responses.

CITY OF WASHINGTON
BID FORM
WATER TREATMENT CHEMICALS

The undersigned respondent hereby declares that it has carefully examined the enclosed detailed specifications for furnishing COW with the services listed below. The undersigned respondent further agrees, if this bid is accepted within thirty (30) days from the date of the opening that they will supply and deliver as ordered all chemicals awarded in accordance with all line items listed.

BID SUMMARY

Item 1. Potassium Permanganate
Delivery Point 550 Wells Ave.

- Must Meet AWWA B603-10 Specifications
- Requires Liftgate + Pallet Jack for Delivery
- Time Limit of Delivery Is 5 Days After Order
- Grade Desired – Free Flowing
- Maximum Amount of Each Load 40 (50 Lb. Containers) 25 Kg Net Weight Non-Returnable Drums
- Estimated Use Per Year 21,000 Lbs.

Item 2. Sodium Chloride
Delivery Point 550 Wells Ave.

- Must Meet AWWA B200-17 Specifications
- Time Limit of Delivery Is 5 Days After Order
- Amount of Each Truck Load Approx. 24-26 Tons. Bulk Truck Pneumatic Deliver
- Estimated Use Per Year – 1,700 Tons
- Tank Truck Making Delivery Shall Be Equipped with Suitable Equipment for Transferring Salt

Item 3. Sodium Hypochlorite
Delivery Points 550 Wells Ave., And 1399 W 2nd St.

- Must Meet AWWA B300-18 Specifications
- Time Limit of Delivery is to be 5 Days After Order
- Maximum Amount of Each Load – 1,000 Gallons at The Wastewater Treatment, 2,500 Gallons at Water Treatment
- Estimated Usage Per Year 60,000 Gallons
- Tank Truck Making Delivery Shall Be Equipped with Suitable Equipment for Transferring Sodium Hypochlorite
- Delivered Strength Shall Be 12.5 % Chlorine

Item 4. HydroFluorosilicic Acid
Delivery Point 550 Wells Ave.

- Must Meet AWWA B703-19 Specifications
- Time Limit of Delivery Is 5 Days After Order
- Maximum Amount of Each Load 400-500 Gallons
- Estimated Use Per Year 3,500 Gallons
- Cost Per Cwt At 30% H_2SiF_6
- Tank Truck Making Delivery Shall Be Equipped with Suitable Equipment for Transferring HydroFluorosilicic Acid

Item 5. Anhydrous Ammonia
Delivery Point 550 Wells Ave.

- Must Meet AWWA B305-15 Specifications
- Material to Be Shipped in Bulk Within 5 Days After Order
- Maximum Amount of Each Load 600 To 800 Gallons
- Estimated Usage Per Year 9,500 Lbs.
- Tank Truck Making Delivery Shall Be Equipped with Suitable Pump and Discharge Hose for Transferring Ammonia

Item 6. Liquid Aluminum Sulfate
Delivery Point 1399 W 2nd St.

- Must Meet AWWA B403-16 Specifications
- Time Limit of Delivery Is 5 Days After Order
Maximum Amount of Each Load One Tank Truck Load Approximately 4,500 Gallons
- Estimated Usage Per Year 32,000 Gallons
- Tank Truck Making Delivery Shall Be Equipped with Suitable Pump and Discharge Hose for Transferring Aluminum Sulfate
- Price Per Dry Basis

Item 7. Sodium Hexametaphosphate
Delivery Point 550 Wells Ave.

- Must Meet AWWA B502-17 Specifications
- Requires Liftgate + Pallet Jack for Delivery
- Time Limit of Delivery Is 5 Days After Order
- Delivery Size Will Be 50 Lb. Bags
- Estimated Usage Per Year 18,000 Lbs.

Item 8. Sodium Bisulfite -
Delivery Points 550 Wells Ave., And 1399 W 2nd St.

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- Material to be Sodium Bisulfite
- Time of Delivery Is 5 Days After Order
- Tank Truck Making Delivery Shall Be Equipped with Suitable Equipment for Transferring Sodium Bisulfite
- Delivered Minimum Strength Shall Be 38 % Sodium Bisulfite
- Maximum Amount of Each Load 500 Gallons at The Wastewater Treatment Plant, 300 Gallons at Water Treatment
- Estimated Usage Per Year 20,000 Gallons

Invitation to Bid – Water Treatment Chemicals 0519-2025

To: City of Washington

The undersigned bidder declares that he/she is aware of all terms and conditions set forth in the notice to bidders, general information and the detailed specifications attached herewith. The bidder agrees that if his/her bid is accepted, in part or total, within 30 days after the opening of the bids, that he/she will supply and deliver as ordered all chemicals awarded in accordance with all line items at the prices shown below.

Do Not Show Sales Tax in Figures Below

- **Item 1. Potassium Permanganate**
21,000 Lbs (Est) X \$ _____ Per Lb. \$ _____
- **Item 2. Sodium Chloride**
1,700 Tons (Est) X \$ _____ Per Ton \$ _____
- **Item 3. Sodium Hypochlorite**
60,000 Gallons (Est) X \$ _____ Per Gal. \$ _____
- **Item 4. Hydroflousilicic Acid**
3,500 Gallons (Est) X \$ _____ Per Gal. \$ _____
- **Item 5. Anhydrous Ammonia**
9,500 Lbs (Est) X \$ _____ Per Lb. \$ _____
- **Item 6. Liquid Aluminum Sulfate**
32,000 Gallons (Est) X \$ _____ Per Gal. \$ _____
- **Item 7. Sodium Hexametaphosphate**
18,000 Lbs (Est) X \$ _____ Per Lb. \$ _____
- **Item 8. Sodium Bisulfite**
20,000 Gallons (Est) X \$ _____ Per Gal. \$ _____

Company/Corporation: _____

Authorized Signature and Title: _____

Address in Full: _____

Phone Number: _____

Date: _____

All questions pertaining to this ITB must be directed to Angela Flowers, Purchasing Agent, at (252)975-9308, aflowers@washingtonnc.gov.

Letter of Compliance to E-Verify for City Of Washington

1. I have submitted a proposal for contract or desire to enter into a contract with the City of Washington.
2. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
3. ____ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
4. ____ I employ less than twenty-five (25) employees in the State of North Carolina.
5. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this proposal and/or contract, are following the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
6. ____ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or
7. ____ Employ less than twenty-five (25) employees in the State of North Carolina.

Specify subcontractor: _____

_____ (Company Name)

By: _____ (Print Name)

_____ (Authorized Signatory)

_____ (Title)

_____ (Date)

SECTION III
TERMS AND CONDITIONS FOR THE PURCHASE OF
APPARATUS, SUPPLIES, MATERIALS, EQUIPMENT AND SERVICES

These Terms and Conditions, made and entered into on this the ____ day of _____, by and between City of Washington, Beaufort County, with one of its principal offices and places of business at 203 Grimes Road Washington, Beaufort County, North Carolina 27889, hereinafter referred to as “COW” and _____, an _____, organized and existing under and by virtue of the laws of the State of _____, hereinafter referred to as “PROVIDER”;

1. TAXES

No taxes shall be included in any bid prices. COW is exempt from Federal Excise Tax. COW is not exempt from North Carolina state sales and use tax or, if applicable, Beaufort County sales and use tax. Such taxes shall be shown as a separate item on the invoice.

2. INVOICES

It is understood and agreed that orders will be shipped at the established contract prices and quantities in effect on dates orders are placed. Invoicing at variance with this provision may subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate line item. All invoices must bear the COW purchase order number. Mail all invoices to City Of Washington, Finance Department, 102 E Second St, Washington, NC 27889.

3. PAYMENT TERMS

Payments for equipment, materials, or supplies will be made after the receipt and acceptance of the equipment, materials, or supplies and after submission of a proper invoice. COW's normal payment policy is thirty (30) days. COW will not be responsible for any goods delivered without a purchase order having been issued. Payment will be made in U. S. currency only.

4. QUANTITIES

Quantities specified are only estimates of COW's requirements. COW reserves the right to purchase more or less than the stated quantities at prices indicated in the submitted Proposal Form based on our actual needs.

5. AFFIRMATIVE ACTION

The Provider will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

6. CONDITION AND PACKAGING

Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

7. SAMPLES

Samples of items, if required, must be furnished free of expense to COW, and if not destroyed, will, upon request, be returned at the Provider's expense. Request for the return of samples must be made at the bid opening, otherwise, the samples will become COW's property. Each individual sample must be labeled with Provider's name.

8. SPECIFICATIONS

Any deviation from specifications must be clearly pointed out, otherwise, it will be considered that items offered are in strict compliance with specifications, and the Provider will be held responsible. Deviations must be explained in detail. **The Provider shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**

9. INFORMATION AND DESCRIPTIVE LITERATURE

Providers are to furnish all information requested. Further, as may be specified elsewhere, each Provider must submit with its proposal: cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid does not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.

10. AWARD OF CONTRACT

As directed by statute, qualified bids will be evaluated and acceptance made of the lowest responsible, responsive bid most advantageous to COW as determined upon consideration of such factors as prices offered, the quality of the article(s) offered, the general reputation and performance capabilities of the Provider, substantial conformity with the specifications and other conditions set forth in the bid, the suitability of the article(s) for the intended use, the related services needed, the date(s) of delivery and performance, and such other factors deemed by COW to be pertinent or peculiar to the purchase in question.

Acceptance of the order includes acceptance of all terms, conditions, prices, delivery instructions, and specifications as shown on this set of Terms and Conditions and in this order or attached to and made a part of this order.

The conditions of this order cannot be modified except by written amendment in the form of "Amended Purchase Order," which has been approved by COW's Purchasing Agent. In the event of a Provider's failure to deliver or perform as specified, COW reserves the right to cancel the order or any part thereof, without prejudice to COW's other rights. The Provider agrees that COW may return part of or all of any shipment at Provider's expense. COW may charge the Provider with all reasonable expenses resulting from such failure to deliver or perform.

11. MEDIATION/BINDING ARBITRATION

In the event of any dispute between the Parties, the Parties agree to submit any dispute to non-binding mediation before a mutually agreeable Mediator prior to initiating litigation. If the Parties are unable to agree upon a Mediator within thirty (30) days after demand therefore, either Party may petition a Court of competent jurisdiction for the designation of a qualified Mediator for these purposes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the Mediator. Unless otherwise agreed, the Parties will hold the mediation in Washington, North Carolina. The matters discussed or revealed in the mediation session shall not be disclosed in any subsequent litigation.

In the event the matter is not resolved in mediation, either Party may request arbitration. The parties shall jointly select an Arbitrator, and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the Parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing, and the Parties shall seek to agree upon a mutually agreed-upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, the Parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

12. GOVERNMENT RESTRICTIONS

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful Provider to notify the COW Purchasing Agent, at once, indicating in its letter the specific regulation which required such alterations. COW reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or, in the sole discretion of COW, to cancel the contract.

13. INSURANCE

- **Coverage** – During the term of the contract, the Provider at its sole cost and expense shall provide commercial insurance of such type and with the following coverage and limits:
- **Workers' Compensation** – The Provider shall provide and maintain Workers' Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$2,000,000 each accident, covering all Provider's employees who are engaged in any work under the contract. If any work is sublet, the Provider shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

- **General Liability** – Commercial Liability Coverage written on an “occurrence” basis in the minimum amount of \$2,000,000 per occurrence.
- **Automobile** – Automobile Liability Insurance, to include coverage for all owned, hired, and non-owned vehicles used in connection with the contract with a minimum combined single limit of \$2,000,000 per accident.
- **Requirements** - Providing and maintaining adequate insurance coverage is a material obligation of the Provider. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in North Carolina by the Commissioner of Insurance. The Provider shall at all times comply with the terms of such insurance policies and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Provider shall not be interpreted as limiting the Provider’s liability and obligations under the contract. It is agreed that the coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to COW’s Purchasing Agent.

14. PATENTS AND COPYRIGHTS

The Provider shall hold and save COW, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, including reasonable attorney fees, on account of any copyrighted articles or any patented or unpatented invention, device or appliance manufactured or used in the performance of this contract.

15. PATENT AND COPYRIGHT INDEMNITY

The Provider will defend or settle, at its own expense, any action brought against COW to the extent that it is based on a claim that the product(s) provided pursuant to this agreement infringe any U.S. copyright or patent; and will pay those costs, damages, and attorney fees finally awarded against COW in any such action attributable to any such claim, but such defense, settlements, and payments are conditioned on the following: (1) that Provider shall be notified promptly in writing by COW of any such claim; (2) that Provider shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (3) that COW shall cooperate with Provider in a reasonable way to facilitate the settlement of defense of such claim; (4) that such claim does not arise from COW modifications not authorized by the Provider or from the use of combination of products provided by the Provider with products provided by COW or by others; and (5) should such product(s) become, or in the Provider’s opinion likely to become, the subject of such claim of infringement, then COW shall permit Provider, at Provider’s option and expense, either to procure for COW the right to continue using the product(s), or replace or modify the same so that it becomes non-infringing and performs in a substantially similar manner to the original product.

16. EXCEPTIONS

All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a Provider’s response will be

waived and have no effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Provider may be grounds for rejection of the Provider's proposal. The Provider specifically agrees to the terms and conditions set forth in this set of Terms and Conditions by affixing its name on the signatory page contained herein.

17. CONFIDENTIAL INFORMATION

Except as provided by statute and rule of law, COW will keep trade secrets which the Provider does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Provider. Cost information shall not be deemed confidential. The determination of whether a matter is confidential will be determined by North Carolina law.

18. ASSIGNMENT

No assignment of the Provider's obligations or the Provider's right to receive payment hereunder shall be permitted without the express written consent of COW, provided however, upon written request approved by the COW Purchasing Agent, solely as a convenience to the Provider, COW may:

- Forward the Provider's payment check directly to any person or entity designated by the Provider.
- Include any person or entity designated by Provider as a joint payee on the Provider's payment check.
- In no event shall such approval and action obligate COW to anyone other than the Provider, and the Provider shall remain responsible for fulfillment of all contract obligations.

19. ACCESS TO PERSON AND RECORDS

COW shall have reasonable access to persons and records of Provider as a result of all contracts entered into by COW.

20. INSPECTION AT BIDDER'S SITE

COW reserves the right to inspect, at a reasonable time, the item, plant, or other facilities of a prospective Provider prior to contract award and during the contract term as necessary for COW's determination that such item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract. Provider may limit COW's access to restricted areas.

21. AVAILABILITY OF FUNDS

Any and all payments of compensation of this specific transaction and any continuation or any renewal or extension are dependent upon and subject to the allocation of COW funds for the purpose set forth in this Agreement.

22. GOVERNING LAWS

All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

23. ADMINISTRATIVE CODE

Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.

24. EXECUTION

In the discretion of COW, failure of a duly authorized official of Provider to sign the Signatory Page may render the bid invalid.

25. CLARIFICATIONS/INTERPRETATIONS

Any and all questions regarding these Terms and Conditions must be addressed to the COW Purchasing Agent. Do not contact the user directly. **These Terms and Conditions are a complete statement of the parties' agreement and may only be modified in writing signed by Provider and the COW Purchasing Agent.**

26. SITUS

The place of all contracts, transactions, agreements, their situs and forum, shall be North Carolina, where all matters, whether in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

27. TERMINATION OF AGREEMENT

COW or Provider may terminate this Agreement for just cause at any time. Provider will be paid for all time and expenses incurred as of the termination date. Termination for just cause by either party shall be by certified letter and shall be effective thirty (30) days after signed and acknowledged receipt of said letter. Just cause shall be based on reasonable grounds, and there must be a fair and honest cause or reason for such action. The causes for termination, include, but are not limited to: (1) Provider's persistent failure to perform in accordance with the Terms and Conditions, (2) Provider's disregard of laws and regulations related to this transaction, and/or (3) Provider's substantial violation of the provisions of the Terms and Conditions.

28. DELIVERY

Delivery of all equipment, materials, or supplies shall be made Free on Board (FOB) COW Warehouse, 203 Grimes Road, Washington, North Carolina 27889, unless otherwise specified. The agreed price for such equipment, materials, or supplies shall include all costs of delivery and ownership, and risks of loss shall not be transferred from Provider to COW until express written acceptance of delivery and inspection by COW. Delivery hours are between 7:00 AM and 2:30 PM Monday-Friday, excluding holidays (holiday calendar available upon request). **COW's purchase order number is to be shown on the packing slip or any related documents.** COW reserves the right to

refuse or return any delivery with no purchase order number or which is damaged. COW will not be charged a restocking fee for any delivery which is refused or returned.

29. NDEMNITY PROVISION

Provider agrees to indemnify and save CITY OF WASHINGTON, Beaufort County, North Carolina, its co-owners, joint ventures, agents, employees, and insurance carriers harmless from any and all Third Party claims, actions, costs, expenses, including reasonable attorney fees, judgments, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to third party tangible property arising out of the negligent performance of the terms of this Contract by Provider; including, but not limited to, Provider's employees, agents, subcontractors, and others designated by Provider to perform work or services in, about, or attendant to, the work and services under the terms of this Contract. Provider shall not be held responsible for any losses, expenses, claims, subrogation's, actions, costs, judgments, or other damages, directly and proximately caused by the negligence of City of Washington, Beaufort County, North Carolina. Insurance covering this indemnity agreement by Provider in favor of City of Washington, Beaufort County, North Carolina, shall be provided by Provider.

30. FORCE MAJEURE

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. In any such event of force majeure, the parties shall advise each other of such event, and the parties shall negotiate an equitable adjustment to their respective obligations under this Agreement.

31. WARRANTY (IES)

The Provider hereby includes all warranties, whether expressed or implied, including, but not limited to, the Implied Warranty of Merchantability and the Implied Warranty of Fitness for a Particular Purpose.

32. INTEGRATED CONTRACT

These Terms and Conditions, Instructions to Bidders, Specifications, and the selected Provider's bid represents the entire contract between the Parties. No verbal or other written agreement(s) shall be held to vary the provisions of this Agreement.

33. CONTRACT PROVISIONS

Each of the provisions of these Terms and Conditions shall apply to the full extent permitted by law, and the invalidity in whole or in part of any provision shall not affect the remainder of such provision or any other provisions.

34. E-VERIFY

E-Verify - I understand that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any

successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of my knowledge, any subcontractors employed by me as a part of this contract are following the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

35. IRAN DIVESTMENT ACT CERTIFICATION

By acceptance of this purchase order, Vendor/Contractor certifies that, as of the date of the purchase order or contract, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Vendor/Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

36. UNIFORM GUIDANCE

Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

37. NOTICES

Notices to the Parties should be sent to the names and addresses specified below:

Angela Flowers, Purchasing Agent
City of Washington
203 Grimes Road
Washington, NC 27889