

**BRUNSWICK COUNTY**  
**INVITATION TO BID**

**RE-ADVERTISEMENT FOR  
WATER TREATMENT CHEMICALS**

ISSUE DATE: **June 23, 2025**

DUE DATE: **June 30, 2025**



**[BRUNSWICKCOUNTYNC.GOV/BID](https://BRUNSWICKCOUNTYNC.GOV/BID)**

## 1. OVERVIEW

Pursuant to N.C.G.S. § 143-129, Brunswick County is soliciting sealed bids for the purchase of certain water treatment chemicals, as more particularly set forth herein. **This is a re-advertisement for the respective chemicals due to insufficient responses received. Previous bidders will be required to resubmit bid(s) for any chemical included herein if they are still interested in being considered.**

Any changes to the specifications set forth herein will be made in the form of an Addendum to this Invitation to Bid and will be supplied to all known prospective bidders and posted on the Brunswick County website. Notwithstanding the foregoing, bidders will be responsible for ensuring that they have all addenda. Brunswick County may negotiate and refine final specifications with the selected bidder.

## 2. BID DEADLINE AND SUBMISSION REQUIREMENTS

2.1 All sealed bids must be received by Brunswick County no later than 1:00 p.m. ET on June 30, 2025, at which time they will be opened publicly and read aloud at the Brunswick County Public Utility Operations Center located at 250 Grey Water Road, Supply, NC 28462.

2.2 All bids must include the following:

- The bid title and due date and time.
- A cover letter/letter of intent on bidder's letterhead, signed by an authorized representative of bidder, expressly agreeing to Brunswick County's terms and conditions contained in this Invitation to Bid and its attachments.
- The bidder's name or company name, address, and telephone number.
- The name, address, and telephone number of company representatives with the authority to answer questions or provide clarification regarding the bid's contents.
- A detailed Bid Proposal Form in substantially the form attached hereto and incorporated herein by reference.
- Any assistance requirements from Brunswick County.
- A detailed company description and history, including the areas of expertise related to the project.
- The name and telephone number of a contact person for at least three (3) references.
- Certificate of Insurance as evidence that bidder meets the County's Minimum Insurance Requirements attached hereto.

**Bidders should refer to the Instructions to Bidders included herein for additional information and requirements.**

Bidders shall provide documentation sufficient to clearly demonstrate that their company meets or exceeds the requirements set forth in this Invitation to Bid. Failure to provide such



than June 25, 2025, at 4:00 p.m. ET. A copy of all questions, further clarifications and answers will be made in the form of an Addendum to this Invitation to Bid and will be provided to all known bidders and posted on the County's website. Notwithstanding the foregoing, bidders will be responsible for ensuring that they have all addenda.

**Bidders are expressly prohibited from contacting any Brunswick County official or employee regarding this Invitation to Bid, except in the manner noted in this section. A violation of this provision is grounds for the immediate disqualification of the bidder.**

## **6. FORM OF AGREEMENT**

In addition to the terms and conditions contained in this Invitation to Bid, 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 and incorporated herein by reference. To the extent that any of the terms of this Invitation to Bid and the terms of the Supplier Agreement conflict, the terms of the Supplier Agreement shall prevail. No agreement will be valid and no work may commence or orders placed until the agreement has been fully executed by the parties.

## **7. INSURANCE**

To the extent applicable, bidder must procure and maintain in full force and effect during the term of any agreement with Brunswick County, or the renewal of any agreement with Brunswick County, the insurance coverage set forth in the Minimum Insurance Requirements attached hereto and incorporated herein by reference.

In the event bidder fails to maintain any required insurance as outlined herein, Brunswick County may, at its option, obtain the required insurance at the expense of the bidder.

## **8. BID CONDITIONS**

8.1 Submission of a bid indicates explicit acceptance by the bidder of the terms and conditions contained in this Invitation to Bid and any attachments hereto. Brunswick County reserves the right to reject, without prejudice or explanation, any, or all bids. Brunswick County reserves the right to waive informalities or to amend the specifications of this Invitation to Bid and request new bids at any time prior to the award of a contract. All decisions of Brunswick County shall be final and binding.

8.2 The bidder shall supply a single point of contact through bid acceptance. Brunswick County will communicate solely through this contact regarding all issues relating to the bid through acceptance.

## **9. CONSIDERATION OF WITHDRAWAL AND/OR REJECTION OF BID**

### **9.1 Withdrawal**

After submission, no bid may be withdrawn by the bidder for a period of ninety (90) days following the opening date. Until that time, the bid will remain firm and irrevocable.

### **9.2 Rejection**

A bid may be rejected if the bidder fails to:

- Submit the bid in the format specified.
- Supply the minimum information requested.
- Submit all addenda, addenda responses and templates.
- Submit the bid by the date and time required.
- Submit a cost bid with unbundled, detailed, and itemized pricing.
- Provide truthful and accurate information in the bid.

## **10. AWARD**

Brunswick County reserves the right to award a contract, based on initial bids received from bidders, without discussion and without conducting further negotiations. Award shall be made to the lowest responsive, responsible bidder unless otherwise specified. Brunswick County further reserves the right to award multiple contracts to multiple bidders based on the lowest responsive, responsible bidder for each chemical listed in the Bid Proposal Form. Brunswick County may also, in its sole discretion, initiate further discussions with bidders that it deems to fall within a competitive range. Brunswick County shall not be deemed to have finally selected a bidder until a contract has been successfully negotiated and signed by both parties. Unless otherwise noted, purchases by Brunswick County under the awarded contract shall be on an as-needed basis only. There will be no guaranteed maximum or minimum purchases under an awarded contract. The initial term of any awarded contract is intended to be one (1) year. The initial term shall be followed by two (2) successive options to renew for one (1) year each. Each renewal option shall be exercised automatically, subject to the CPI annual cost escalation allowance set forth herein, unless a party notifies the other party of its intent not to renew at least ninety (90) days prior to the expiration of then-current term.

## 11. NON-DISCLOSURE OF INFORMATION

Bidder and its agents shall treat all data and information associated with this Invitation to Bid, including, without limitation, the Invitation to Bid and specifications as confidential. Bidder and its agents shall not disclose or communicate any information to a third party or use such information in advertising, propaganda and/or in another job or jobs, unless prior written consent is obtained from Brunswick County.

## 12. NORTH CAROLINA PUBLIC RECORDS

All bids received by Brunswick County shall be considered public information subject to lawful disclosure under North Carolina Public Records Law. Any bid material deemed by the bidder to constitute either proprietary or trade secret material shall be designated as such, and each page or section of a page containing such material shall be so marked by the bidder. In addition, it shall be the sole responsibility of the bidder to demonstrate to a court of competent jurisdiction that their designation is proper. Brunswick County shall not make public any material determined by a court of competent jurisdiction to be proprietary or trade secret. Bidder hereby agrees to indemnify and hold Brunswick County harmless from any and all claims, suits, damages, penalties, or expenses arising out of bidder's proprietary or trade secret designation.

## 13. AMENDMENTS/CHANGE ORDERS

After a contract is awarded to a bidder and the parties enter into a formal agreement, a written amendment or change order will be required for any changes to the scope of the project.

## 14. CERTIFICATION

**Bidder hereby certifies that it has carefully examined this Invitation to Bid and all attachments hereto, including, without limitation, the Supplier Agreement. Bidder certifies that it understands and accepts all terms and conditions contained in the Invitation to Bid, including, without limitation, the Supplier Agreement, and that it has knowledge and expertise to fulfill the obligations of the Invitation to Bid. By submitting a bid, bidder certifies that its bid is fair in all respects and without collusion or fraud.**

# 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 the “County”), party of the first part, and {Vendor Name}, (hereinafter referred to as the “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; TERMINATION

- (1) *Term.* The initial term of this Agreement begins on {Effective Date} (the “Effective Date”) and continues in effect for one (1) year until {Expiration Date} (the “Initial Term”), unless sooner terminated as provided herein. The Initial Term shall be followed by two (2) successive options to renew for one (1) year each (each a “Renewal Term”). Each Renewal Term shall be exercised automatically, subject to the CPI annual cost escalation allowance set forth in Exhibit “A,” unless either party gives notice of its intent not to renew at least ninety (90) days prior to the end of the then-current term. The Initial Term and any Renewal Term shall be referred to collectively herein as the “Term.” **No purchases may be made under this Agreement until the Agreement has been fully executed by both parties.**
- (2) *Termination.* 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, the 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. The County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. The Supplier shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, the County may terminate this Agreement immediately and without notice to the Supplier if the 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 the Supplier, or has a receiver or trustee appointed for substantially all of its property, or if the 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

- (1) *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 during the term of this Agreement. **Prices must remain firm for the Initial Term of this Agreement. Annual price increases after the Initial Term shall be permitted on each anniversary of the Effective Date, pursuant to the CPI formula set forth in Exhibit "A."** Any price increase must be communicated by the Supplier to the County at least one hundred twenty (120) days prior to the end of the then-current term.
- (2) *Price Protection.* The 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 the Supplier enters into a contract with another entity that provides more favorable pricing and terms than this Agreement, then the County shall be promptly notified of such changes to the pricing, and the Supplier shall be obligated to provide the same to the 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 the County shall be promptly notified of such changes in pricing, and the County must be given immediate benefit of such lower prices and rates.
- (3) *Invoices.* Unless otherwise specified, the 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 the Supplier pursuant to this Agreement.
- (3) *Purchasing Volume.* If this Agreement contemplates ongoing purchases, the Supplier hereby acknowledges that this Agreement does not guarantee that any minimum or maximum purchases will be made. Orders will only be placed when the County identifies a need.

## **5. ACCEPTANCE OF GOODS**

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

- (1) The County has notified the Supplier of a defect within such time period. In the event any Goods are defective, the County shall be entitled to terminate the order for such Goods upon written notice to the Supplier and return such Goods to the Supplier at the Supplier's expense.
- (2) The parties have agreed to provide the 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 the County and the Supplier agree that the 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, the 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. The 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**

- (1) The 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;
- (2) The Supplier has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- (3) No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for the Supplier to enter into and perform its obligations under this Agreement;
- (4) 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;
- (5) The Supplier shall not violate any agreement with any third party by entering into or providing the Goods under this Agreement;
- (6) The Supplier will provide all Goods in conformity with the specifications and requirements of this Agreement;
- (7) The Supplier will provide all Goods free and clear of all liens and encumbrances;

- (8) 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
- (9) The 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**

- (1) *Specific Warranties.* In addition to any other warranties set forth herein, the Supplier shall represent, warrant, and covenant the specific warranties for the Goods attached hereto and incorporated herein.
- (2) *Assignment of Warranties for Third-Party Products.* Without limiting the Supplier's obligation to provide warranty or maintenance services, the Supplier hereby assigns to the County all of the Supplier's warranties covering any third-party product delivered under this Agreement. The Supplier will provide copies of all said warranties to the County upon delivery of the covered Goods.

## **9. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA**

The Supplier shall be solely responsible for any damage to or loss of the County's equipment, facilities, property, and/or data arising out of the negligent or willful act or omission of the Supplier. In the event that the 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**

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

## **11. NON-EXCLUSIVITY**

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

## **12. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL**

The 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. § 147-86.80 *et seq.*

### **13. DEBARMENT**

The 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. The Supplier must notify the County within thirty (30) days if debarred by any governmental entity during this Agreement.

### **14. INDEMNIFICATION**

The Supplier shall defend, indemnify and hold harmless the 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 the County or which the 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 the Supplier, its employees or agents. The Supplier further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. The Supplier shall be fully responsible to the 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**

The 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 the County with limits acceptable to the County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include the County as an additional insured and as a certificate holder. The 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 the County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. The Supplier shall have no right of recovery or subrogation against the 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, the 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 the Supplier is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the 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 the Supplier's obligations under this Agreement.

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

## **17. REMEDIES**

- (1) *Right to Cover.* If the Supplier fails to provide any Goods for any reason, due to no fault of the 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 the Supplier is again able to provide the respective Goods under this Agreement.
- (2) *Right to Withhold Payment.* The County reserves the right to withhold any portion, or all, of a scheduled payment if the Supplier fails to perform under this Agreement until such breach has been fully cured.
- (3) *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.
- (4) *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.
- (5) *No Suspension.* In the event that the County disputes in good faith an allegation of breach by the Supplier, notwithstanding anything to the contrary in this Agreement, the 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**

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

## **19. HEALTH AND SAFETY**

The Supplier shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the supply of Goods. The 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. COMPLIANCE WITH E-VERIFY PROGRAM**

Pursuant to N.C.G.S. § 143-133.3, the Supplier understands that it is a requirement of this Agreement that the Supplier and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, the 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 the Supplier shall require its subcontractors to do the same. Upon request, the Supplier agrees to provide the County with an affidavit of compliance or exemption.

## **21. 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.

## **22. 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 the County shall not recognize any assignment in violation of this provision.

## **23. 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.

#### **24. 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.

#### **25. GOVERNMENTAL IMMUNITY**

The 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.

#### **26. NON-WAIVER**

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

#### **27. 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.

#### **28. 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.

#### **29. 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.

#### **30. 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 the Supplier and the County.

### 31. NOTICES

- (1) *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.
- (2) *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.
- (6) *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
- ii. For the Supplier: {Vendor Name}  
{Vendor Address}  
{Vendor City}, {Vendor State or Territory} {Vendor Zip}

### 32. 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 § 66-58.1 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.

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ATTEST:

**BRUNSWICK COUNTY**

\_\_\_\_\_  
Clerk to the Board /  
Deputy Clerk to the Board

By: \_\_\_\_\_  
Chairman, Board of Commissioners

Date: \_\_\_\_\_

[SEAL]

{VENDOR NAME}

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Aaron C. Smith, Finance Director  
Brunswick County, North Carolina

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Bryan W. Batton, County Attorney /  
Ryan S. King, Assistant County Attorney

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**GOODS/PRICE LIST**

## **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.

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.

- A. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- B. 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.
- C. 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.
- D. 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.
- E. The Certificate of Insurance should note in the Description of Operations the following:  
Department: \_\_\_\_\_  
Contract #: \_\_\_\_\_
- F. 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.
- G. 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.
- H. Certificate Holder shall be listed as follows;  
ATTENTION: Brunswick County Risk Manager  
30 Government Center Dr. NE  
P.O. Box 249  
Bolivia, NC 28422
- I. 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.

Revised 01/2015

## INSTRUCTIONS TO BIDDERS

1. Bidders should refer to the chemical specifications attached hereto and incorporated herein by reference. 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 treatment as set forth by the North Carolina Department of Environmental Quality.
2. 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.
3. 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 set forth herein. State and local taxes, as applicable, shall not be included in the base bid price, but shall be listed separately on the bid form.
4. Notwithstanding anything to the contrary contained herein, Brunswick County reserves the right to negotiate a modified price for any chemical during the initial term or renewal term of any awarded contract for any adjustments that need to be made to chemical compositions, as determined by the County in its sole discretion. Said price modification shall not exceed five percent (5%) of the original price.
5. Bidders shall state terms of manufacturer's warranty and shelf life for each chemical on the Bid Proposal Form, along with any other warranties provided by the bidder.
6. Unless otherwise noted on the Bid Proposal Form, the successful bidder guarantees delivery to the County facility indicated within ninety-six (96) hours of placement of an order by the County.
7. Bidders must schedule an appointment in advance with the existing treatment plant sites to confirm the compatibility of any newly proposed chemical substitution and to obtain approval from Brunswick County, in writing, for such substitution. All substitutions must be scheduled, tested, and approved **before** bids are due. Any such substitution must be of

similar chemical makeup as the chemical which it is intended 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 email addresses listed below to schedule testing:

- 211 Water Treatment Plant, [jeremy.sexton@brunswickcountync.gov](mailto:jeremy.sexton@brunswickcountync.gov)
- Northwest Water Treatment Plant, [thad.hill@brunswickcountync.gov](mailto:thad.hill@brunswickcountync.gov)

8. The Estimated Annual Quantity set forth in the Bid Proposal Form is an estimate only based upon the expected amount of water production for the next twelve (12) months. The quantities are shown to give the bidder an estimate of the approximate quantity to be purchased over the course of twelve (12) months. The County does not guarantee any minimum or maximum quantity of any item to be purchased under an awarded contract. Orders will be placed by County on an as-needed basis.
9. Bid prices shall be firm for the initial term of the awarded contract. For each renewal term, an annual CPI increase shall be permitted, pursuant to the formula set forth in the Bid Proposal Form.
10. All prices shall be quoted FOB County's facility; terms are net thirty (30) days.
11. 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).
12. Each shipment of chemicals shall be delivered to the County's facilities set forth herein with an accompanying Safety Data Sheet (SDS).
13. 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.

# **CHEMICAL SPECIFICATIONS**

## **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 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.

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, supplier is liable for all clean-up costs.

### **Product specification as follows:**

Total Al <sub>2</sub> O <sub>3</sub>	>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, 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 divided by the % of Al<sub>2</sub>O<sub>3</sub>. All prices shall be quoted FOB County's facility; terms are thirty (30) days net.

Example	Cost/lb.	%Al <sub>2</sub> O <sub>3</sub>	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	

**CHLORINE (Cl<sub>2</sub>), 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% One (1) ton
Container	cylinders
Approval	UL, NSF, USDA, EPA, AWWA (Approved for potable water treatment)
Delivery lead time	Twenty-four (24) hours

## BID PROPOSAL FORM – RE-ADVERTISEMENT

2025 WATER TREATMENT CHEMICALS BID PROPOSAL FORM					
Product	Estimated 12-Month Quantity	Unit of Measure	Unit Cost ROUND TO THE NEAREST WHOLE CENT	Total Cost	Deliver To
Polyaluminum Chloride (liquid) (Delivered via tanker truck)	2,000,000	Pounds	\$	\$	NWTP
Chlorine (2,000-lb Cylinder) (Delivered via boom truck)	225,000	Pounds	\$	\$	NWTP & 211 WTP

TERMS OF MANUFACTURER'S WARRANTY: \_\_\_\_\_

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GUARANTEED SHELF LIFE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

COMPANY'S MAILING ADDRESS: \_\_\_\_\_

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COMPANY'S PHONE NO.: \_\_\_\_\_

AUTHORIZED SIGNATURE:      SIGNED \_\_\_\_\_

PRINTED \_\_\_\_\_

After the Initial Term of the Supplier Agreement, upon each anniversary of the Effective Date of the Supplier Agreement, Supplier may adjust pricing pursuant to the formula for CPI increase as

set forth below. Any increase must be communicated to Brunswick County in writing at least one hundred twenty (120) days prior to the expiration of the then-current term of the Supplier Agreement. If the County is not given timely notice of such price increase, then the Supplier Agreement will automatically be extended for one (1) renewal term at the current price, and such price must remain firm for the duration of the renewal term. In no circumstance may the price increase be greater than the CPI formula set forth below.

Cost escalation will be determined by the formula outlined below using the Federal Labor Statistics CPI-U for All Urban Consumers U.S. City average – All items for January of each contract year.

$$\text{Current Price per unit} \times \left[ \left[ \frac{\text{New CPI} - \text{Current CPI}}{\text{Current CPI}} \times 0.8 + 1 \right] \right] = \text{New Cost per unit}$$

$$\text{Example: } \begin{array}{l} \$250 \\ \text{Per ton} \end{array} \times \left[ \left[ \frac{251.99 - 244.96}{244.96} \times 0.8 + 1 \right] \right] = \$255.74 \text{ per ton}$$

**BIDDER INFORMATION**

**Name of Company** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Phone No.** \_\_\_\_\_ **Fax No.** \_\_\_\_\_

**E-Mail Address** \_\_\_\_\_

**Federal I.D. No.** \_\_\_\_\_

**SDBE, Minority or Woman Owned Business Enterprise** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**Bid Submitted By:** \_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Signature)

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_