

ADVERTISEMENT FOR PROPOSALS

BRUNSWICK REGIONAL WATER & SEWER H2GO RFP #S-7110-0425

Sealed proposals addressed to Jennifer Goley, Procurement Analyst, II, in the Finance Department at Brunswick Regional Water & Sewer -H2GO, 1107 New Pointe Road, Ste. 22, Leland, NC 28451 and marked “RFP-JANITORIAL SERVICES S-7110-0425” will be received until Thursday, May 29, 2025, at 3:00 p.m. at the Finance Department at Brunswick Regional Water & Sewer H2GO “H2GO”, 1107 New Pointe Road, Ste. 22, Leland, NC 28451 and through email to jennifer.goley@h2gonc.gov.

A MANDATORY PRE-PROPOSAL SITE VISIT AT H2GO’S MULTIPLE LOCATIONS IS REQUIRED. PLEASE CONTACT JENNIFER GOLEY AT (910) 371-9949 EXT 1018 TO SCHEDULE A SITE VISIT BETWEEN APRIL 28, 2025 THROUGH MAY 16, 2025.

PROJECT DESCRIPTION: The scope of work consists of miscellaneous janitorial services at H2GO’s multiple locations for the Brunswick Regional Water & Sewer- H2GO.

MBE/WBE/HUB/DBE OBLIGATION: H2GO and its Servicer agree to ensure that MBE/WBE/HUB/DBE's have the maximum opportunity to participate in the performance of contract and subcontracts financed in whole or in part with H2GO’s funds provided under this agreement. In this regard, bidders and Service Providers shall take all necessary and reasonable steps in accordance with N.C.G.S. § 143-128 to ensure that MBE/WBE/HUB/ DBE firms have the maximum opportunity to compete and perform under this bid, any change orders and any subsequent contract. H2GO and its Service Providers shall not discriminate on the basis of race, color, national origin, or sex in the award and/or performance of this contract. Specifications and Proposal Documents are available for review and/or pick up at the Finance Department at Brunswick Regional Water & Sewer H2GO, 1107 New Pointe Road, Ste. 22, Leland, NC 28451. If you would like the bid documents emailed to you, you may request them by contacting Jennifer Goley by email, jennifer.goley@h2gonc.gov, or by phone (910) 371-9949 ext.1018.

H2GO does not discriminate on the basis of race, sex, color, age, national origin, religion or disability in its employment opportunities, programs, services, or activities. Proposals for this project shall be guaranteed by all bidders for a period of sixty (60) calendar days following the bid opening.

H2GO RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

www.H2GOnline.com

Jennifer Goley, Procurement Analyst II
Date: April 23, 2025

REQUEST FOR PROPOSALS FOR

JANITORIAL SERVICES RFP # S-7110-0425

Brunswick Regional



Water and Sewer

BRUNSWICK REGIONAL WATER AND SEWER – H2GO

APRIL 23, 2025

Brunswick Regional



Water and Sewer

REQUEST FOR PROPOSALS

RFP #S-7110-0425

Janitorial Services

April 23, 2025

Dear Service Provider:

Brunswick Regional Water and Sewer H2GO (H2GO) is requesting proposals from qualified service providers interested in providing janitorial services at multiple locations in Leland, NC. The requirements for submitting a proposal and the required previous experience are stated in the attached Request for Proposals (the “RFP”). Please review them carefully.

Proposals are due to Jennifer Goley, Procurement Analyst, II, no later than 3:00 P.M., Thursday, May 29, 2025. If you would like to be considered for providing the required Services to H2GO please submit proposal to Jennifer Goley, jennifer.goley@h2gonc.gov or hand delivered to 1107 New Pointe Blvd., Suite 22, Leland, NC 28451.

All interested vendors should attend a **mandatory** pre-proposal site visit to H2GO at each of its multiple locations. Please contact Jennifer Goley at telephone number (910) 371-9949, ext. 1018 to schedule a site visit between April 28, 2025 through May 16, 2025. The meeting will begin at the 1107 New Pointe Blvd, Suite 22, Leland, NC 28451 location. Addenda will be issued to answer any questions posed during the pre-proposal visits.

RFP questions must be directed to Jennifer Goley at Jennifer.goley@h2gonc.gov. Answers will be posted on the H2GO current website https://www.h2goonline.com/RFQ_RFP_Bids

Please check this site regularly for any issued addenda.

Sincerely,

A handwritten signature in cursive script that reads 'Jennifer Goley'.

Jennifer Goley, Procurement Analyst II
Brunswick Regional Water & Sewer H2GO
Office (910) 371-9949 ext 1018
Email: Jennifer.goley@h2gonc.gov
Web: www.h2goonline.com

**Brunswick Regional Water & Sewer – H2GO
Request for Proposals
Janitorial Services**

1.0 Introduction

Brunswick Regional Water & Sewer – H2GO is seeking proposals from companies for janitorial services at the District’s multiple locations. The website address to view and download the Request for Proposals (RFP) is:

https://www.h2gonline.com/RFQ_RFP_Bids

Brunswick Regional Water & Sewer – H2GO reserves the right to reject any and/or all proposals.

2.0 Preparation of Proposal

Each offeror must thoroughly examine the Request for Proposal and contract documents to ensure that all requirements can be met. Proposals shall be submitted on the forms included within the RFP documents. See “Proposal Submittal Format” for detailed instructions on what information to submit.

Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the company and answer questions or provide clarification concerning the offeror’s proposal.

3.0 Important Dates

RFP Process	Date	Time
Advertise RFP	April 23, 2025	9:00 A.M.
<u>Mandatory</u> Pre-Proposal Site Visits <u>Contact Jennifer Goley to schedule visits at (910) 371-9949 ext 1018</u>	Between April 28, 2025 through May 16,2025	8:00 a.m – 3:30 p.m
All Questions Due Email to: Jennifer.goley@h2gonc.gov	May 20, 2025	5:00 PM
Responses to Questions Due	May 27, 2025	5:00 PM
RFP Due Date	May 29, 2025	3:00 PM
RFP Analysis / Evaluation	May 30, 2025 through June 9, 2025	TBD
Award	July 1, 2025	TBD

4.0 Mandatory Pre-proposal Site Visits

Mandatory pre-proposal site visits will be conducted between April 28, 2025 through May 16, 2025, by contacting Jennifer Goley, Procurement Analyst II at (910) 371-9949 ext 1018. The pre-proposal meeting will begin at 1107 New Pointe Blvd., Suite 22, Leland, NC 28451. Facilities that will be toured are listed below:

- Finance, HR and Engineering Cross Creek offices – 1107 New Pointe Blvd., Ste 22, Leland, NC 28451
- Reverse Osmosis Plant – 146 Gregory Road, NE Belville, NC 28451
- Waste Water Treatment Plant – 9921 Chappell Loop Road, SE, Leland, NC 28451
- Brunswick Regional Water & Sewer -H2GO – 516 Village Road, NE, Leland, NC 28451
- Maintenance Building – 516 Village Road, NE, Leland NC 28451

5.0 Questions

All questions pertaining to this Request for Proposal (RFP) shall be submitted in writing no later than **May 20, 2025 at 12:00 PM (EST)**. Questions may be emailed to: jennifer.goley@h2gonc.gov

Only written questions will be considered formal. **Any information given verbally or by telephone will be considered informal.** Email messages will be treated as written questions. Any questions that H2GO feels are pertinent to all proposers will be posted on our website as an addendum to the RFP by Tuesday, May 27, 2025. Website: https://www.h2goonline.com/RFQ_RFP_Bids

6.0 Submittals

In order to be considered, all proposals must be submitted in sealed envelopes no later than **3:00 PM (EST) on Thursday, May 29, 2025**. No proposal will be accepted after the official time and date. Offerors mailing responses (***UPS/FEDEX delivery only***) should allow delivery time to ensure timely receipt of their proposal. The responsibility for getting the proposal to H2GO on or before the specified time and date is solely and strictly the responsibility of the responding offeror.

H2GO will in no way be responsible for delays caused by any occurrence. Responses may be hand carried or **UPS/FEDEX** mailed to:

Brunswick Regional Water & Sewer- H2GO
Attn: Jennifer Goley, Procurement Analyst II
1107 New Pointe Blvd., Suite 22, Leland, NC 28451

The outside of the envelope shall be clearly marked **“RFP-Janitorial Services – S-7110-0425”**. **The Submittal should include no less than (4) copies of the Proposal. Proposal should include the following documents:**

1. Letter of Introduction that includes pertinent information about your company, including but not limited to size, number of years in business, safety & quality procedures, and current business capacity
2. Non Collusion Affidavit -executed
3. Three References
4. Proposer’s Certification & Bid Form – completed and signed
5. Exceptions to Proposal and Sample Contract for Services – completed
6. Any additional pricelists and services that your company offers
7. Completed vendor application if applicable

7.0 Time for Acceptance

Each proposal shall state that it is a firm offer which may be accepted within a period of 90 days. The contract term may not begin until July 01, 2025.

8.0 Cost for Proposal Preparation

Any costs incurred by offeror’s in preparing or submitting offers are the offeror’s’ sole responsibility; H2GO will not reimburse any offeror for any costs incurred prior to award.

9.0 Offeror Responsibility

The offeror is responsible for verifying measurements, square footage, and any and/all information provided and to familiarize themselves with the site locations and work required, prior to submitting a proposal. Offerors are expected to examine each site prior to submitting a proposal. H2GO makes no guaranty or warranty, either expressed or implied, with respect to the property.

A plea of ignorance of the conditions that exist, or may hereafter exist, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will not be accepted as an excuse for any failure, or omission on the part of the successful documents and to complete the services for the consideration set forth herein, or as a basis for any claim whatsoever.

10.0 References

Offeror shall provide references for which this type of service is/was provided to other agencies within the State of North Carolina. Reference information shall be submitted on the form enclosed.

11.0 Exceptions to the Proposal

Exceptions to any specification or requirement contained herein must be clearly stated on the “Exceptions to the Proposal and Sample Agreement” form. The Exception to the Proposal form is provided herein.

12.0 Sample Contract for Services

Attached is a *Sample Contract for Services* that describes H2GO’s contractual terms and conditions. The successful service provider will be required to enter into a service agreement with H2GO. Any exceptions to the terms and conditions of the Contract for Services must be documented and listed on the “Exceptions to the Proposal and Sample Contract for Services” form.

11.0 Insurance Requirements

Before commencing any work, the awarded services provider shall provide H2GO proof of insurance including, but not limited to: general, auto and workers comp. insurance. Said insurance requirements are more particularly described under Paragraph 13 of the attached “**Attachment 1** – Sample Contract for Services.”

12.0 Evaluation

As part of the evaluation process, the Evaluation Committee may engage in discussions with any Service Provider. Discussions might be held with individual Service Providers to determine in greater detail the Service Provider’s qualifications. Proposals will be assessed to determine the most comprehensive, competitive and best value solution for H2GO based on, but not limited to, the criteria below. H2GO reserves the right to modify the evaluation criteria or waive portions thereof. Proposals will be evaluated on the following major categories:

- The qualifications and experience of the service provider;
- The ability of the service provider to meet the appropriate response time;
- Acceptance of the Terms and Conditions of the Contract;
- Cost effectiveness and value; and
- References.

13.0 Award of Contract

The contract may be awarded to multiple vendors by site location, or H2GO may opt to contract with one vendor for all sites. It will be at the sole discretion of H2GO as to whether one or multiple contracts are awarded. The successful offeror(s) will be notified in writing within sixty (60) days, or sooner, after the receipt of proposals.

The contract start date may not be until July 1, 2025; therefore, prices will need to remain firm for the entire

contract period of July 1, 2025, through June 30, 2027. This contract may be renewed for a period of three (3) additional one (1) year terms by mutual written agreement of the parties.

Verbal notification of award is not considered a liable mode of notification and therefore will not be recognized as an official notification.

Upon issuance of a contract award by H2GO, the successful offeror(s) will perform the services as specified at the stated fees and prices, within the time specified, in accordance with all provisions of the proposal documents.

14.0 Terms of Agreement

The services described in this RFP shall be for an initial period of two (2) calendar years, with H2GO reserving the option to renew the contract for three (3) additional one-year periods under the same terms and conditions. Any renewal is contingent upon satisfactory performance by the provider during the previous terms of the award as determined by H2GO.

15.0 Payments

Payment for completed services will be made upon acceptance of the services and submission of an invoice to the address initiated on the purchase order.

At a minimum, invoices will include: (1) name, address, and telephone number of the Service Provider and similar information in the event payment is made to a different address, (2) the purchase order number, (3) accurate description of services rendered to include location and address, (4) total prices and total invoice amount for each location, and (5) any additional payment information called for by the contract.

H2GO will pay monthly invoices within thirty (30) days after receipt of the invoice. Invoices must have the information requested above for prompt payment.

16.0 Confidentiality of Proposals

In submitting a proposal, the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Only those communications with the using agency or issuing agency authorized by this RFP are permitted. All offerors are advised that they are not to have any communications with the using or issuing agency during the evaluation of the proposals (i.e., after the proposals are due and before the award of the contract), unless H2GO contacts the offeror(s) for purposes of seeking clarification. An offeror shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of other offerors to perform the advertised contract and/or the other offeror's proposals and/or prices at any time during the procurement process; or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this RFP. Offeror's not in compliance with this provision may be disqualified, at the option of H2GO, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.

17.0 Subcontract

The successful offeror is the primary Service Provider and will perform the work using their own work force. The vendor shall not subcontract the services/work without prior written approval of H2GO.

18.0 Historically Underutilized Businesses

Pursuant to General Statute 143-48, Brunswick Regional Water and Sewer H2GO invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

19.0 Taxes

Sales tax should not be included in any proposals and will not be included on Purchase Orders. Sales tax should be included on and will be paid from vendor invoices. Proposals shall not include any Federal Excise tax.

Supplemental Conditions

Personnel Security: The Service Provider and employees must comply with security imposed by H2GO at all times while on the property.

Building Security: The Service Provider will be responsible for securing and locking doors when leaving the building.

Safety and Health

The Service Provider shall be responsible for instructing their employees in safety measures considered appropriate by them. The Service Provider shall not permit placing or use of mops, brooms, or equipment in traffic lanes or other locations in such a manner as to create safety hazards. The Service Provider shall provide appropriate caution/warning signs for slippery floor areas caused by cleaning or waxing operations.

The Service Provider shall comply with required communications relating to the use of chemicals classified as hazards that pertain to training, safety, and equipment needed for all employees engaged in the provision of the custodial services.

OSHA: The Service Provider expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards, and interpretation promulgated pursuant to the Occupations Safety and Health Act of 1970 of the State of North Carolina. Including, but not limited to training, provision of personal protective equipment, adherence to all appropriate lock out procedures, and providing all notices, material safety data sheets, labels, etc, required by the right-to-know standard.

Safety Data Sheets (SDS): Any chemical used in the performance of the contract work shall have the appropriate Safety Data Sheets (SDS) in a labeled safety binder in each area/closet in which they are stored. In addition, a copy of all SDS sheets for all products supplied by the Service Provider shall be provided to the Safety Manager.

Employees

The Service Provider shall ensure that all employees are knowledgeable of chemicals, tools, safety, equipment and techniques necessary to competently perform the work. The Service Provider and his or her employees will not bring persons other than employees in the building during the scheduled cleaning hours.

The Service Provider and its employees who will be performing the services may be required to sign a confidentiality form regarding patron's records.

H2GO reserves the right to request of the Service Provider, dismissal or replacement of an employee for the Service Provider if a conflict or problem with that employee should arise. The Service Provider will be responsible for supervision, hiring, and firing his own employees and shall be solely responsible for their pay, worker's compensation insurance and benefits.

Employee's Identification

The Service Provider, before initiating the performance of work, shall provide the Procurement Analyst II with the names and date of birth of all employees who shall perform work under this contract. No one under eighteen (18) years of age will be allowed to work or have access to the facility. The Service Provider will notify the Procurement Analyst II within twenty-four (24) hours of all employee changes.

Service Providers employees will maintain a neat, well-groomed appearance. The Service Provider shall supply to its employees, badges to be worn by the Service Provider's employees on the outermost garment in a conspicuous location. Badges will include the Service Provider's business name and the name of the employee.

Lost and Found Property

It is the responsibility of the Service Provider to ensure that all articles of personal or monetary value found by the Service Provider or the Service Provider's employees are turned into the Manager of each site.

Inspections and Incomplete Work

On site supervisors will perform periodic inspections of the facilities and may request at their discretion a walkthrough of the facility with the Service Provider to report any discrepancies and to check the performance of the contract.

On site supervisors have the authority to point out to the Service Provider incomplete or defective work and necessary corrective measures, but do not have authority to alter the terms or conditions of the contract without a written change order from H2GO.

Conditions to be Reported

The Service Provider shall report any circumstances of needed facility repair, to include damaged furniture and/or fixtures or unusual soiling of an area which may affect the performance of the work, any unhealthy or hazardous condition, or any delays or interference with the work caused by the employees of H2GO. Such report shall be made to the Manager of each facility and to the Procurement Analyst II immediately upon discovery by the Service Provider.

Key Control

Key Card/Photo ID badges will be provided to the Service Provider by the IT Manager since the work is to be performed after business hours for each facility. H2GO reserves the right to limit the number of ID badges issued. The Service Provider shall establish and implement an adequate method of ensuring that all ID badges issued to the Service Provider by H2GO are not lost or misplaced, and are not used by unauthorized persons. It is the responsibility of the Service Provider to prohibit the use of ID badges issued by any person other than the Service Provider's employees. The Service Provider will return all ID badges at the end of the contract.

Lost/Stolen/Misplaced Key Card Photo ID Badges: The Service Provider shall report the occurrence of a lost badge immediately to the IT Manager and Procurement Analyst II. The Service Provider will be charged a sum of \$20.00 for each badge lost by the Service Provider.

It is the responsibility of the Service Provider to prohibit the opening of locked areas by the Service Provider's employees to permit entrance of persons other than Service Provider's employees engaged in the performance of assigned work in those areas.

Conservation of Utilities

The Service Provider shall be directly responsible for instructing his or her employees in appropriate utilities conservation practices.

The Service Provider will be responsible for operating under conditions which preclude the waste of utilities, which shall include but not necessarily be limited to:

- Lights are to be used only in areas where and at the time when work is actually being performed.
- Mechanical equipment controls (including thermostats) shall not be adjusted by the employees.
- Water faucets or valves shall be turned off after the required usage has been accomplished.

Damage to Finishes and Appurtenances

Building finishes and appurtenances damaged due to the Service Provider's operations shall be repaired or replaced to a condition not less than that existing immediately prior to the damage and without cost to H2GO. Repairs shall be arranged by H2GO and paid for by the Service Provider.

Caution will be exercised when spot cleaning, washing/scrubbing, etc. so as not to cause damage or discoloration of wall coverings, carpets, and other finishes.

Supplies

H2GO shall furnish the Service Provider with the following supplies:

- Soap for dispensers
- Trash liners
- Toilet tissue
- Hand towels/Paper towels for dispensers
- Hand Sanitizer
- Dish detergent

Supplies will be requested through Finance. Past records for supplies will be used for determining expected usage. All other supplies necessary to perform according to the specifications of this contract are the responsibility of the Service Provider.

Premises and Utilities

H2GO shall furnish, without cost to the Service Provider, limited space for storage of the Service Provider's materials and equipment necessary to perform the janitorial services. H2GO will not be responsible in any way for the Service Provider's supplies, materials, or equipment, or for the theft of any personal belongings of the Service Provider or its employees, that is stored in the space provided by H2GO.

H2GO will furnish a reasonable number of utilities from existing sources, to be used only in connection with the performance of the work in accordance with the terms and conditions of this contract.

The Service Provider will not make any alterations to the space except with the written permission of the Executive Director.

Equipment and Tools

The Service Provider shall furnish all equipment and tools necessary to properly perform the work defined in these contract documents.

All equipment shall have adequate bumpers and guards to prevent marking or scratching of fixtures, furnishings, or building surfaces.

All equipment used by the Service Provider's employees shall meet all safety and operational requirements for performance of the work in accordance with manufacturer's specification requirements. Equipment shall be commercial type suitable for the intended purpose.

Equipment considered by the Safety Manager to be improper or inadequate for the purpose shall be removed from the job and replaced with satisfactory equipment.

Description of Services

Daily

• General Areas, Offices, and Conference Rooms

- Empty all trash and recycling and wash receptacles as needed
- Replace liners if torn or wet
- Transport all trash and recycling outside to roll out cart/dumpster
- Sweep and mop floors and stairwells
- Sanitize stair rails
- Vacuum all carpet areas using a plug in vacuum with HEPA filter
- Spot clean carpet as needed to remove stains, etc.
- Clean and sanitize water fountains
- Clean all entry doors, door knobs, conference tables, etc. to remove handprints, smudges

• Restrooms

- Clean and sanitize all bathroom fixtures including commodes, showers, urinals, sinks, and sanitary containers
- Clean, sanitize wall area between and below urinals and commodes
- Empty all trash and sanitary receptacles and replace liners
- Transport all trash and recycling outside to roll out carts/dumpster

- Clean all mirrors
- Refill all dispensers
- Remove fingerprints, etc. from door push plates, glass, etc.
- Remove all spots, stains, splashes from walls
- Clean and sanitize all changing tables
- Clean and sanitize all shower curtains
- Sweep floors
- Mop floors with a germicidal solution
- **Break Rooms**
 - Empty all trash and recycling and wash receptacles as needed
 - Replace liners
 - Transport all trash and recycling outside to roll out carts/dumpster
 - Clean and sanitize all tables, chairs, counters and sinks
 - Sweep and mop floors

Weekly

- Dust window blinds, baseboards, file cabinets and window sills
- Remove smudges, fingerprints, etc. from all door facings (including glass)
- Wash and sanitize all trash receptacles
- Wipe down outside of refrigerators, stoves and vending machines
- Clean inside and outside of microwaves

Quarterly

- The Reverse Osmosis Plant – Clean windows inside and outside – using an approved window cleaning method.

Annually

- Steam cleans all carpets at Village Road and Cross Creek
- Clean all windows (inside only are to be clean and left streak free) at locations Village Road and Cross Creek-using an approved window cleaning method.

PROPOSER’S CERTIFICATION & BID FORM

I have carefully examined the Request for Proposal and the requirements for the janitorial services, and hereby propose to furnish all supplies, equipment, and labor to provide the services as described within RFP #S-7110-0425 for the fees listed below:

All services to be provided at the below locations during the listed hours:

Location	Frequency	Hours	Weekly Cost
Brunswick Regional Water & Sewer- H2GO offices, 516 Village Road, Leland, NC 28451	3 days/week Monday-Friday	5:00pm – 12:00am	\$ _____
Maintenance Building, 516 Village Road, Leland, NC 28451	2 days/week Monday-Friday	5:00pm – 12:00am	\$ _____
Waste Water Treatment Plant, 9911 Chappell Loop Road, SE, Leland, NC 28451	Bi-monthly Monday-Friday	5:00pm – 12:00am	\$ _____
Reverse Osmosis Plant, 146 Gregory Road, NE, Belville NC 28451	2 days/week Monday-Friday	5:00pm – 12:00am	\$ _____
Cross Creek, 1107 New Pointe Blvd., Ste 22, 28451	3 days/week Monday - Friday	5:00pm – 12:00 am	\$ _____
Total Weekly Cost			\$ _____
A. 52 weeks multiplied by Total Weekly Cost for the Year			\$ _____
Location	Frequency	Hours	Quarterly Cost
Reverse Osmosis Plant, 146 Gregory Road, NE, Belville NC 28451	Quarterly Monday-Friday	5:00pm – 12:00 am	\$ _____
Total Quarterly Cost			\$ _____
B. Four (4) Quarters multiplied by Total Quarterly Cost for the Year			\$ _____
Location	Frequency	Hours	Annual Cost
Brunswick Regional Water & Sewer- H2GO offices, 516 Village Road, Leland, NC 28451 – inside windows	Annual Monday-Friday	5:00pm-12:00am	\$ _____
Cross Creek, 1107 New Pointe Blvd., Ste 22, 28451 – inside windows	Annual Monday-Friday	5:00pm-12:00am	\$ _____
Brunswick Regional Water & Sewer- H2GO offices, 516 Village Road, Leland, NC 28451- steam clean carpets	Annual Monday-Friday	5:00pm-12:00am	\$ _____
Cross Creek, 1107 New Pointe Blvd., Ste 22, 28451-steam clean carpets	Annual Monday-Friday	5:00pm-12:00am	\$ _____
C. Total Annual Cost:			\$ _____
TOTAL ANNUAL PRICING FOR THIS RFP			
Add the Totals for Weekly, Quarterly & Annual Costs for the Year (A,B &C)			\$ _____

Please provide a pricelist for any additional janitorial services that your company offers that is not listed within this RFP.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company and that the company is ready, willing and able to perform the services if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same service; no officer employee or agent of H2GO or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that H2GO reserves the right to reject any or all proposals.

_____	Federal Tax ID: _____
Name of Firm	
_____	Phone: _____
Authorized Signature	
_____	Fax: _____
Printed or Typed Name and Title	
_____	Email: _____
Mailing Address	
_____	Date: _____
City/State/Zip Code	

EXCEPTIONS TO THE PROPOSAL AND SAMPLE CONTRACT FOR SERVICES

Please list here all exceptions to the janitorial services proposal, Proposal #. Failure to do so may result in disqualification of the proposal. Any RFP clauses to which the offeror does not take exception will assume to be agreed upon by the offeror. For any exception, please reference the appropriate page/section number.

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Date Service Provided: _____

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Date Service Provided: _____

NON-COLLUSION AFFIDAVIT
RFP NO. S-7110-0425

State of North Carolina

County of Brunswick

_____, being first duly sworn, deposes and says that: _____

1. He/She is the _____ (title) of _____ (firm's name), the responder that has submitted the attached response;
2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
3. Such response is genuine and is not a collusive or sham response.
4. Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder firm or Person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Brunswick Regional Water & Sewer H2GO or any person interested in the proposed contract.

Signature: _____

Title: _____

Date: _____

NOTARIZE

Subscribed and sworn to before me,
This _____ day of _____, 20____
Notary Public _____
My Commission Expires: _____

(NOTARY SEAL)

SAMPLE – DO NOT FILL IN

ATTACHMENT 1

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

CONTRACT NO:

CONTRACT FOR SERVICES

THIS CONTRACT, (hereinafter the “Contract”) is made and entered into on the date executed by all parties by and between Brunswick Regional Water & Sewer, hereinafter referred to as the “H2GO,” and _____ hereinafter referred to as the "SERVICER.”

WITNESSETH:

1. Purpose of Contract

(a) H2GO hereby agrees to purchase the materials and services listed below from the SERVICER and SERVICER agrees to provide all equipment, tools, materials and/or supplies required to provide Services hereunder to H2GO, as ordered in accordance with the provisions of this contract.

(b) Contract Documents. This Contract for Services consists of the following contract documents, all of which are by this reference incorporated herein and made a part of this contract. The parties agree that only the terms and conditions outlined in this Agreement, not those described or referenced by any of the following contract documents, shall apply unless explicitly stated otherwise in the body of this Agreement:

(1) Estimate dated _____ Exhibit “A,” attached

2. Scope of Services

(a) SERVICER hereby agrees to perform, in a manner satisfactory to H2GO, professional and timely services as set forth in Exhibit “A” attached hereto and incorporated herein by this reference. The parties hereto acknowledge that the terms outlined in Exhibit “A” shall be valid and enforceable to the extent they are not inconsistent with the provisions as set forth herein, and to the extent that they are inconsistent, the provisions as set forth in this Agreement shall control.

(b) **SERVICER will furnish all labor, equipment, supervision and materials, unless otherwise specified, in connection with janitorial services at the pricing listed on the attached Exhibit “A,” incorporated herein as if set in full. Said services will be performed monthly, and on an as-needed basis throughout the year.**

(c) During the period of this contract, the SERVICER and H2GO may negotiate and agree in writing to provide additional equipment and or services not herein described, but that are commonly provided by high quality professional janitorial vendors, and which may enhance the process and improve results.

3. Quantities and Prices

SERVICER will provide the equipment and services required by this contract not to exceed the following amount:

4. SERVICER Submissions and Payment

(a) The SERVICER shall submit invoices corresponding to each order to H2GO with sufficient details to enable a review and assure compliance with the terms and conditions of this contract.

(b) Payments shall be made by H2GO within 30 days after receipt of an approved invoice.

5. Term of Contract

The initial term of this contract shall begin July 1, 2025 and shall extend through June 30, 2027. This contract may be renewed for a period of three (3) additional one (1) year terms by mutual written agreement of the parties.

6. H2GO Obligations

(a) H2GO officials may conduct inspections during the installation process and of completed work to assure compliance with contract specifications.

(b) H2GO CONTACTS: the individuals listed below have been designated as the Officials responsible for communicating with the SERVICER for the purpose of contract administration, including but not limited to: conducting inspections during installation, arranging for a mutually agreeable work schedule, ordering any special goods or services, reviewing and approving invoices, reporting and resolving problems, etc. During the period of performance, these officials and/or their designees will make themselves available to the SERVICER via business/cell phones and email.

Brunswick Regional Water & Sewer
PO Box 2230
Leland, NC 28451
Phone: (910) _____
Email: _____ h2gonc.gov

_____ shall be the SERVICER's representative for this Agreement. Any notice required to the SERVICER under this Agreement shall be sufficient if mailed to the SERVICER by certified mail as indicated below:

7. Release and Indemnity

To the fullest extent permitted by law, SERVICER shall release, indemnify, keep and save harmless H2GO, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of H2GO or third persons, and to all property proximately caused by, directly or indirectly, the performance or nonperformance by SERVICER (or by any person acting for SERVICER or for whom SERVICER is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on

the part of SERVICER, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against H2GO, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by H2GO, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against H2GO, its agents, officials or employees. SERVICER expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the SERVICER, shall in no way limit SERVICER's responsibility to release, indemnify, keep and save harmless and defend H2GO as herein provided. The intention of the parties is to apply and construe broadly in favor of H2GO the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. § 22B-1.

8. Personnel

It is mutually agreed that the SERVICER is an independent SERVICER and not an agent of H2GO, and as such the SERVICER shall not be entitled to any H2GO employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

9. Conflict of Interest

No paid employee of H2GO shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this contract.

10. Non-Waiver of Rights

It is agreed that H2GO'S failure to insist upon the strict performance of any provision of this contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this contract.

11. Suspension or Termination of Contract

(a) In the event that review of the SERVICER'S performance shows non-conformance to the work required by this contract, the Scope of Services or other terms or conditions contained herein as a result of the SERVICER'S errors, omissions or negligent acts, the SERVICER shall be in breach of this contract and H2GO may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment.

(b) H2GO shall also have the right to suspend this contract upon written notice to the SERVICER. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the SERVICER shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by H2GO. If, in the opinion of H2GO, the SERVICER remains in violation of this contract at the completion of the ten (10) day suspension period, H2GO shall have the right to terminate this contract whereupon all obligations of H2GO to the SERVICER shall cease.

(c) In the event this project is terminated prior to completion of the services by the SERVICER, the SERVICER shall be paid for services performed to the date of termination. (SERVICER shall be paid for all reimbursable expenses, without markup, which are due him.)

(d) H2GO and the SERVICER shall have the right to terminate this contract without cause upon 30 days' notice to the other party.

(e) Nothing contained herein shall prevent H2GO from pursuing any other remedy, which it may have against SERVICER including claims for damages.

12. Assignment of Agreement

It is mutually agreed by the parties hereto that this contract is not transferable by either party without the written consent of the other party to this contract.

13. Insurance Requirements

Before commencing any work, the SERVICER shall procure insurance in the SERVICER'S name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the SERVICER, his agents, representatives, employees, or Service Providers, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

(a) COMMERCIAL GENERAL LIABILITY

(1) SERVICER shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000.00 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location, or the general aggregate shall be twice the required limit.

(2) CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent SERVICERS, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

(3) Brunswick Regional Water & Sewer, its officers, officials, agents, and employees are to be covered as additional insureds during and until completion of the work, under the CGL by endorsement CG 20 10 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the SERVICER; premises owned, leased or used by the SERVICER; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to H2GO, its officers, officials, agents, and employees. Additional insured status for both ongoing and completed operations, in favor of Brunswick Regional Water & Sewer, its officers, officials, agents and employees, will be carried by Service Provider performing installation.

(4) There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage to the named insured's work, when those exposures exist.

(5) The SERVICER'S Commercial General Liability insurance shall be primary as respects Brunswick Regional Water & Sewer, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by Brunswick Regional Water & Sewer, its officers, officials, and employees shall be excess of and not contribute with the SERVICER'S insurance.

(6) The insurer shall agree to waive all rights of subrogation against Brunswick Regional Water & Sewer, its officers, officials, agents and employees for losses arising from work performed by the SERVICER for Brunswick Regional Water & Sewer.

(b) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

(1) SERVICER shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

(2) The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease,

and \$500,000 policy limit.

(3) The insurer shall agree to waive all rights of subrogation against Brunswick Regional Water & Sewer, its officers, officials, and employees for losses arising from work performed by the SERVICER for Brunswick Regional Water & Sewer.

(c) BUSINESS AUTO LIABILITY

(1) SERVICER shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

(2) Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

(3) Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

(4) Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist.

(5) SERVICER waives all rights against Brunswick Regional Water & Sewer, its officers, officials, agents and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by SERVICER pursuant to Section 11.C.1 of this agreement.

(6) The SERVICER'S Business Auto Liability insurance shall be primary as respects Brunswick Regional Water & Sewer, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by Brunswick Regional Water & Sewer, its officers, officials, and employees shall be excess of and not contribute with the SERVICER'S insurance.

(d) DEDUCTIBLES AND SELF-INSURED RETENTIONS.

The SERVICER shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not Brunswick Regional Water & Sewer is an insured under the policy.

(e) MISCELLANEOUS INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Each insurance policy required by this contract shall be endorsed to state that coverage shall not canceled by either party except after 30 days prior written notice has been given to Brunswick Regional Water & Sewer, P.O. Box 2230, Leland, NC 28451.

(2) If SERVICER'S liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(f) ACCEPTABILITY OF INSURERS.

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless specific approval has been granted by Brunswick Regional Water & Sewer.

(g) EVIDENCE OF INSURANCE

(1) The SERVICER shall furnish Brunswick Regional Water & Sewer with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

(2) Evidence of additional insured status shall be noted on the certificate of insurance.

(3) With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to Brunswick Regional Water & Sewer with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

(h) SERVICE PROVIDERS

SERVICER shall include all Service Providers as insureds under its policies or shall furnish separate certificates for each Service Provider. All coverage for Service Providers shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent SERVICERS' coverage, and the SERVICER shall be responsible for assuring that all Service Providers are properly insured. Additional insured status for both ongoing and completed operations, in favor of Brunswick Regional Water & Sewer, its officer, officials, agents and employees, will be carried by Service Providers performing installation.

(i) CONDITIONS

(1) The insurance required for this contract must be on forms acceptable to Brunswick Regional Water & Sewer.

(2) The SERVICER shall provide that the insurance contributing to satisfaction of insurance requirements in shall not be canceled, terminated or modified by the SERVICER without prior written approval of Brunswick Regional Water & Sewer.

(3) The SERVICER shall promptly notify Milton Russ Lane, Assistant Director – Operations at (910) 279-4571 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.

(4) Failure of Brunswick Regional Water & Sewer to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of Brunswick Regional Water & Sewer to identify a deficiency from evidence that is provided shall not be construed as a waiver of SERVICER'S obligation to maintain such insurance.

(5) By requiring insurance herein, Brunswick Regional Water & Sewer does not represent that coverage and limits will necessarily be adequate to protect the SERVICER and such coverage and limits shall not be deemed as a limitation of SERVICER'S liability under the indemnities granted to Brunswick Regional Water & Sewer in this contract.

(6) Brunswick Regional Water & Sewer shall have the right, but not the obligation of prohibiting SERVICER or any Service Provider from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Brunswick Regional Water & Sewer.

14. Findings Confidential

All the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the SERVICER under this contract are the property of H2GO. The SERVICER agrees that any such documents shall not be made available to any individual or organization other than appropriate H2GO officials without prior written

approval of H2GO. Nothing contained in this paragraph shall be construed to prevent the SERVICER from making information, reports and documents available to those individuals or firms directly concerned with the project involved with prior written agreement of H2GO.

15. Subcontracts

The SERVICER shall utilize no subcontracts for carrying out the services to be performed under this contract without the written approval of H2GO.

16. Entire Agreement

This agreement constitutes the entire understanding of the parties.

17. Binding Effect

This contract shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent SERVICERS, and Service Providers of the parties.

18. Continuing Obligation

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.

19. Reference

Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the contract.

20. Interpretation/Governing Law

All the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina without regard to any conflicts of law principles and subject to the exclusive jurisdiction of federal or state courts within the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard. The place of this Agreement, its situs and forum, shall be Leland, Brunswick County, North Carolina, and in said County and State shall all matters, whether sounding in contract or tort relating to the validity, construction, interpretation or enforcement of this Agreement be determined.

21. Minority Business Enterprise (MBE) H2GO desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

(a) Promote affirmatively (where feasible) in accordance with North Carolina General Statute § 143-129, together with all other applicable laws, statutes and constitutional provisions the procurement of goods, services in connection with construction projects for minority owned business enterprises.

22. Immunity Not Waived

This contract is governmental in nature for the benefit of the public and is not intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible H2GO'S actual cost and neither party intends to waive its sovereign immunity by reason of this contract.

23. Saving Clause

If any section, subsection, paragraph, sentence, clause, phrase or portion of this contract is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

24. Other Laws and Regulations

SERVICER will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances including those regarding toxic, hazardous and solid wastes and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. SERVICER will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Quality, Health Departments, and any other federal, state or local agency having jurisdiction, to ensure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. SERVICER specifically acknowledges and agrees that SERVICER, and any Service Providers it uses, has complied with and shall continue to comply with the provisions of the federal E-Verify program in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. CONTRATOR shall maintain adequate safeguards with respect to sensitive customer information in conformance with and pursuant to 16 C.F.R. § 681.1 and in accordance with N.C.G.S. § 132-1.10 and § 75-65.

25. Amendments

This contract shall not be modified or otherwise amended except in writing signed by the parties.

26. Non-Discrimination

SERVICER will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this contract because of race, creed, color, sex, age, disability or national origin. To the extent applicable, SERVICER will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this contract and may result, at H2GO'S option, in a termination or suspension of this contract in whole or in part.

27. Non-Appropriations Clause

In the event no H2GO funds or insufficient H2GO funds are appropriated or otherwise available by any means whatsoever in any fiscal year for any payment due under this Agreement, then H2GO will immediately notify SERVICER of such occurrence and this Agreement shall create no further obligation of H2GO as to such fiscal year and shall be null and void, except as to the portions of payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to H2GO of any kind whatsoever.

28. Counterparts

This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

29. No Publicity

No advertising, sales promotion or other materials of the SERVICER or its agents or representations may

identify or reference this Contract or H2GO in any manner absent the written consent of H2GO. Notwithstanding the forgoing, the parties agree that the SERVICER may list H2GO as a reference in responses to requests for proposals and may identify H2GO as a customer in presentations to potential customers.

30. H2GO Not Liable For Special or Consequential Damages

H2GO shall not be liable to the SERVICER, its agents or representatives or any Service Provider for or on account of any stoppages or delay in the performance of any obligations of H2GO, or any other consequential, indirect or special damages or lost profits related to this Contract.

31. No Presumption

None of the Parties shall be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof. This Agreement was drafted with substantial input by all parties and their counsel, and no reliance was placed on any representations other than those contained herein.

32. Public Records

SERVICER acknowledges that H2GO is a public entity, subject to North Carolina's public records laws (N.C.G.S. § 132) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

If SERVICER believes documents related to the Agreement contain trade secrets or other proprietary data, SERVICER must notify H2GO and include with the notification a statement that explains and supports SERVICER'S claim. SERVICER also must specifically identify the trade secrets or other proprietary data that SERVICER believes should remain confidential.

In the event H2GO determines it is legally required to disclose pursuant to law any documents or information SERVICER deems confidential trade secrets or proprietary data, H2GO, to the extent possible, will provide SERVICER with prompt written notice by certified mail, fax, email, or other method that tracks delivery status of the requirement to disclose the information so SERVICER may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for SERVICER to seek court ordered protection or other legal remedies as deemed appropriate by SERVICER. If SERVICER does not obtain such court ordered protection by the expiration of said time period, H2GO may release the information without further notice to SERVICER.

33. Authority to Act

Each of the persons executing this Agreement on behalf of SERVICER does hereby covenant, warrant and represent that the SERVICER is a duly organized and validly existing legal entity authorized to transact business within the State of North Carolina, that the SERVICER has full right and authority to enter into this Agreement, and that each and all persons signing on behalf of the SERVICER were authorized to do so.

IN WITNESS WHEREOF, H2GO has caused this contract to be duly executed in its name and the SERVICER has caused this contract to be duly executed in its name and behalf.

BRUNSWICK REGIONAL WATER & SEWER – H2GO

By: _____
Bob Walker, Executive Director

Date: _____

ATTEST:

Deana J. Greiner, Deputy Clerk

Date: _____

FINANCE OFFICER’S CERTIFICATION STATEMENT

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

Date: _____

H. Ken Brown, Finance Director

Not to Exceed: \$ _____

Purchase Order #: _____

Federal Tax ID: #56-1440380

By: _____

Print Name and Title

Date: _____