

REQUEST FOR QUALIFICATIONS CHATHAM COUNTY

Title: Design-Build Contractor for New Outdoor Amenities at Chatham County Agriculture & Conference Center, Pittsboro

Issue Date: July 31, 2025

Email Questions By: August 14, 2025

Due Date/Time: August 27, 2025, by 5:00 PM

I. INTRODUCTION

Chatham County, North Carolina is located directly to the west of Wake County and the state capital of North Carolina, Raleigh. Due to increased growth and needs, Chatham County is interested in seeking a Design-Build firm to perform design and construction at the Chatham County Agriculture & Conference Center (CCACC).

The majority of this project will revolve around site design and design and construction of outdoor facilities to include options to either cover an existing arena or the construction of an additional covered arena with seating adjacent to the existing arena, and the design and construction of a multi-use outdoor covered pavilion. Special attention to power, parking and lighting needs as well as flow of overall site design is required.

In accordance with NC General Statutes, Chatham County is soliciting qualification statements from firms experienced in the Design-Build construction project delivery method. Interested Firms will be required to include information describing how the firm is experienced and equipped to facilitate this request. Chatham County reserves the right to reject all submittals and will award in the best interest of Chatham County and the project.

II. BACKGROUND

Site Location

The evaluation site for the CCACC is located at 1192 US HWY 64 Business West, Pittsboro, NC and consists of one parcel (Parcel ID: 90256) consisting of 53.7 acres and one parcel (Parcel ID: 6783) consisting of 44.27 acres.

Current Facility Use

The CCACC is a multi-use building that houses county, state and federal agriculture offices, including CCACC Administration, NC Cooperative Extension Chatham County Center, Chatham County Soil and Water Conservation District Office, USDA Farm Service Agency, Natural Conservation Resource Service and NC Forestry-Chatham County.

The building is divided into two operating halves. The west wing of the building houses the agriculture related offices, and the remainder houses the 8,000 square foot revenue-generating conference center. Reservation of the conference center, arena, and exterior spaces are managed by the CCACC administration.

Events range in type and scale from business meetings indoors to large scale festivals and arena events such as rodeos outdoors. Chatham County wishes to expand its capacity to host outdoor events as well as provide outdoor educational space for agriculture-related county, state and federal offices.

Feasibility Study

In 2021, the county contracted with Hunden Strategic Partners to conduct a feasibility study for the conceptualization of Phase 2, which involved research into economic indicators that would inform future development of the complex. This study was done such that the county could pick and choose which elements to include in its future capital improvements plan.

III. PROJECT DESCRIPTION

Chatham County is requesting services from a firm with experience in Design-Build and similar type facilities to form a team to work with agriculture-related stakeholders and the County. Conference Center staff will be the lead agency for the County for this project with the assistance of the Facilities & Construction Director and the Manager's Office. Primary additional structures include a covered arena with seating, barns/stalls, restroom facilities, concessions, office/announcers stand, outdoor multi-use pavilion (educational use, farmer's market capacity, outdoor event space) with solarization and optional RV hookups.

Chatham County requests two options be explored with regard to the covered arena:

Option A

Covering the existing arena and adding additional seating, barns/stalls, restroom facilities, concessions and an office/announcer stand.

Option B

Construct a new, covered arena adjacent to the existing arena with additional seating, barns/stalls, restroom facilities, concessions and an office/announcer stand.

In addition to the additional structures, the expanded site design will need to include better access, parking and flow for events based upon the needs identified with the guidance of Conference Center staff. Upon completion of the design process, the construction firm will be expected to complete the construction phase in a timely manner with minimal interruption to what will be a continually operating facility.

IV. SCOPE OF WORK

Chatham County CCACC Expansion

1. Meet with Chatham County staff to determine the needs of the project. The staff will include but is not limited to the Conference Center Staff, Cooperative Extension Director, Soil and Water District Director, Facilities & Construction Director and Assistant County Manager.
2. Review existing campus layout and systems.
3. Using feedback and review information, develop a preliminary plan with multiple options related to design of exterior structures (i.e. solar v. non-solarization, multi-use outdoor pavilion options, etc.) and infrastructure options such as enhanced parking.
4. Finalize the site plan for approval by the staff.
5. Develop a preliminary cost estimate and schedule for the County’s review/approval.
6. Develop a permittable set of documents for the project.
7. Bid the project making sure to meet all bidding requirements.
8. Obtain all necessary permits (**PERMIT COSTS PAID BY COUNTY**)
9. Provide all required management through the construction process.
10. Schedule regular meetings with the County to keep them informed of progress and schedule and communicate any issues and concerns in a timely manner.
11. See project through substantial and final completion.
12. Provide closeout documents to include as-built drawings, any requested O&M’s and all relevant warranty information.

V. PROPOSED SCHEDULE

July 31, 2025	Issue RFQ for review by firms
August 27, 2025	Submit RFQ for review by Chatham County
By: September 16, 2025	Begin Interviews/Award Contract
By: September 30, 2025	Design/Build firm to begin project

VI. REQUIREMENTS

- A. Contractors must submit three (3) written, bound responses and one (1) electronic copy by **5:00 pm EST on Wednesday, August 27, 2025**. Written responses should be delivered to Michele Peluso, 12 East Street, P.O. Box 608, Pittsboro, NC 27312. The electronic copy should be submitted in .pdf format and e-mailed to purchasing@chathamcountync.gov or

included in digital format in the RFQ. Both the written and electronic copies must be received by the deadline above. Responses received after this time will not be accepted.

- B. Responses submitted should be concise and address the objectives requested by the County.
- C. Responses shall be limited to a maximum of 25 pages (front and back equals 2 pages).
- D. All respondents to the request for qualifications shall address the following, as a minimum, and should conform to the numbering system used below:
 - 1. Letter of transmittal, identifying contact person.
 - 2. Statement substantiating firm's understanding of project objectives and task assignments.
 - 3. Company background and history.
 - 4. List similar work performed by the company over the last five (5) years.
 - a) Include as a minimum: size, scope, cost, location, dates, time adherence, and owner contact.
 - b) List similar work performed by the company beyond five (5) years including size, location, and year of completion.
 - 5. Identify proposed Design Firm (Design-Build Partner) and proposed Project Manager.
 - a) Include five (5) projects your firm's proposed Design Firm completed in the last five (5) years for the type of project above in which you have interest. For each project, include size, scope, cost, location, the date completed versus the original scheduled completion date, the initial budget versus the actual cost, and the percentage of change orders issued for the project. Projects listed in Item #4 may be included.
 - b) Include resumes of Design Firm Project Architect and Contractor Project Manager.
 - 6. Provide three (3) client references (other than items 4 and 5 above). Government project references are preferred. Provide one reference from a financial institution.
 - 7. Respond to the proposed schedule. Include a statement of whether your firm will be able to meet the proposed schedule, including starting on time and ending on time. If the firm wishes to propose an alternative schedule, please include that as Attachment A.
 - 8. Describe previous litigation or arbitration in which your firm has been involved and the outcome during the past five (5) years.
 - 9. State any history or present condition that would put the firm in a conflict of interest in the design and/or construction of the project.
 - 10. Attach any other supporting material to your response.
 - 11. Provide your Contractor's and Architect's license numbers.

VII. PROPOSAL INSTRUCTIONS

1. Deadline and Number of Submittals: Design/Build firms must submit three (3) written, bound responses and one (1) electronic copy by **5:00 pm EST on Wednesday, August 27, 2025**. Written responses should be delivered to:
 - Michele Peluso, 12 East Street, P. O. Box 608, Pittsboro, NC 27312.
 - The electronic copy should be submitted in .PDF format and emailed to purchasing@chathamcountync.gov or included in digital format in the RFQ. Both the written and electronic copies must be received by the deadline above. Responses received after this time will not be accepted.
2. Withdrawal of Proposals: Proposing vendors may withdraw their proposals any time before the deadline for submission on **5:00 pm EST on Tuesday, August 26, 2025**, but the withdrawal must be submitted in writing and signed by the proposing vendor.
3. Inquiries and Corrections: All inquiries relating to this request should be in writing and addressed to:

Michele Peluso, Procurement Manager
Chatham County Finance Office
PO Box 608 / 12 East Street
Pittsboro, NC 27312
919-545-2417 (fax)
purchasing@chathamcountync.gov

4. Discrepancies and omissions: If a proposing vendor finds discrepancies in or omissions from the specifications or should require additional clarification of any part, a written request for interpretation shall be submitted to purchasing@chathamcountync.gov. Any interpretation of or changes made to the RFQ will be made by written addendum to each proposing consultant and shall become part of the request for any contract awarded. The County will not be responsible for the accuracy of any other oral explanations, interpretations, or representations. **All inquiries must be made at least five business (5) days before the proposal deadline.** It shall be the responsibility of each proposing organization or individual to verify that every addenda has been received prior to submitting proposals.
5. Vendor Certification: The submission of proposal shall be deemed a representation and certification that the proposing vendor:
 - Has carefully read and fully understands the information provided by Chatham County in this RFQ;
 - Is financially solvent and has the capability to successfully undertake and complete the responsibilities and obligations of the proposal submitted;
 - Represents that all of the information contained in the submitted proposal is true and correct;
 - Did not in any way collude or conspire with any other parties, directly or indirectly, in regard to the amount, terms or conditions of this proposals;
 - Acknowledges that Chatham County has the right to make any inquiry it deems appropriate to substantiate or supplement information provided by proposing

vendors and hereby grants Chatham County permission to make these inquiries; and,

- Acknowledges that any proposal cannot be modified after its submission for any reason.
6. Late Proposals: Late proposals will not be accepted under any circumstance and will not be opened or reviewed. We will not accept proposals by fax. The sender must allow ample delivery time for the selected shipment or transmission methods.
 7. Definition and Context: Unless otherwise specified in this document, all words shall have a common meaning unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular.
 8. MWBE Outreach: Chatham County has a current verifiable goal of 15 percent for minority participation for building construction or repair projects. Additional details are outlined in the Outreach Plan for Minority Businesses Participation in Building Construction.
 9. County Conditions:
 - All proposing firms or individuals shall comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejection of the proposal. However, Chatham County reserves the right to change the conditions, requirements and specifications as it deems necessary.
 - The proposal must be signed by a duly authorized official of the proposing organization or individual submitting the proposal.
 - No proposals will be accepted from any person or organization that is in arrears for any obligation to Chatham County, or that otherwise may be deemed irresponsible or unresponsive by county staff or the Chatham County Board of Commissioners.
 - Chatham County is not obligated to enter into any contract as a result of the RFQ.
 - Chatham County reserves the right to reject all proposals or any part thereof and to select the most responsive proposal that is deemed in the best interest of Chatham County.
 - Only one proposal will be awarded as the result of the RFQ.
 - Chatham County may approve or disapprove the use of specific proposed subcontractors in any proposals.
 - Chatham County reserves the right to enter into an agreement with another proposing vendor if the originally selected vendor fails to execute a contract with the County or defaults on their contract.
 - All proposals shall be prepared in a comprehensive manner as to content, but we do not require specific types of binders or promotional material for submissions. Promotional material will not be considered part of the proposal and will not affect the evaluation of proposals.

- Chatham County reserves the right to negotiate with any, none or all the proposing companies.
- All costs, including travel and expenses, incurred in the preparation of this proposal will be borne solely by the proposing company.
- The County will not return proposal materials to those submitting proposals.
- The proposer shall complete and sign the Vendor Application & Signature Form.
- No agreements with any selected vendor shall be binding until a contract is signed and executed by the Board of Commissioners or County Manager and authorized representatives of the vendor.

VIII. SELECTION AND AWARD

Chatham County anticipates interviewing one or more firms before making a final selection. The interview team may include but is not limited to:

1. Representatives from the Chatham County Manager's Office,
2. The Chatham County Purchasing Agent
3. Departmental representatives of Chatham County Conference Center, Cooperative Extension, Soil and Water Conservation District, and Facilities departments.

Chatham County shall award the contract to the most qualified firm and reserves the right to reject any of and all responses based on the following criteria:

- a. Demonstrated understanding of the project.
- b. Demonstrated experience with government projects.
- c. Demonstrated experience with similar types of this type of construction.
- d. Demonstrated experience with Design-Build delivery method requirements.
- e. Familiarity with Chatham County.

Performance and Payment Bond N.C. G.S § 44A-26

1. A Performance Bond in the amount of one hundred percent (100%) of the Construction Contract amount, conditioned upon the faithful performance of the Contract in accordance with the plans, specifications and conditions of the Contract. Such bond shall be solely for the protection of the contracting body which awarded the Contract.
2. A Payment Bond in the amount of one hundred percent (100%) of the Construction Contract amount, conditioned upon the prompt payment for all labor or materials for which a Contractor or Subcontractor is liable. The Payment Bond shall be solely for the protection of the persons furnishing materials or performing labor for which a Contractor or Subcontractor is liable.

Such bond shall be in the same form as that indicated in the contract documents and shall bear the same date subsequent to that of the agreement. The current Power of Attorney for the person who signs for any surety shall be attached to such bond. This bond shall be signed by a guarantee or

surety company licensed to do business in the State of North Carolina and the agent MUST be a North Carolina resident.

IX. QUESTIONS:

Michele Peluso, Purchasing Agent
Chatham County Finance Office
12 East Street
P.O. Box 608
Pittsboro, NC 27312
919.545.8364
purchasing@chathamcountync.gov

Chatham County is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, pregnancy or genetic information.

CHATHAM COUNTY OUTREACH PLAN FOR MINORITY BUSINESSES PARTICIPATION IN BUILDING CONSTRUCTION

In accordance with G.S. 143-128.2, these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, construction manager at risk, and alternative contracting methods, on Chatham County's building construction or repair projects in the amount of \$300,000 or more. The outreach plan shall also be applicable to the selection process of architectural, engineering, and Construction Manager-at-Risk services.

Chatham County has a current verifiable goal of 15 percent for minority participation for building construction or repair projects. The goal will be reviewed every 5 years.

SECTION A: INTENT

It is the intent of these guidelines that Chatham County, as awarding authority for building construction or repair projects, and the contractors and subcontractors performing the construction contracts awarded shall cooperate and in good faith do all things legal, proper, and reasonable to achieve the goal of 15 percent for participation by minority businesses in each building construction or repair project as required by GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

SECTION B: DEFINITIONS

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
 - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
 - e. Female
2. Minority Business (MBE) - means a business:
 - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
3. Socially and economically disadvantaged individual - means the same as defined in 15 U.S.C. 637: Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.
4. Owner – County of Chatham.

5. Designer – Any person, firm, partnership, or corporation which has contracted with Chatham County to perform architectural or engineering work.
6. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.
7. Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment, materials, or services, including construction, and obligating the buyer to pay for them.
8. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with Chatham County to perform building construction or repair work.
9. Subcontractor - A firm under contract with the prime contractor or construction manager at risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract.

SECTION C: MINORITY OUTREACH PLAN AND GUIDELINES

The following strategies may be used to encourage participation from MBEs.

1. Work with minority-focused and small business groups that support MBE inclusion in the solicitation of bids.
2. Place emphasis on the importance of soliciting certified MBE firms for subcontracting opportunities at pre-bid conferences and in the bid documents. Encourage prime contractors to solicit bids for subcontracts from MBE firms.
3. Provide detailed information to majority contractors concerning the bidding and good faith efforts requirements by holding meetings with the contractors.
4. Assess the effectiveness of the MBE program, and identify opportunities to enhance it by evaluating MBE participation and compliance and reviewing the good faith efforts provided in bid packages.
5. Identify subcontracting opportunities unique to each construction contract and project and target certified MBE firms that have expressed an interest in Chatham County projects. Identify these opportunities and contact interested businesses no later than 10 days prior to the bid opening and provide a list of prime contractors who plan to participate in the project.
6. Build new and strengthen existing business relationships through networking. Continue communicating with other North Carolina public agencies to find out how their MBE outreach programs are working and to share “best practices” and ideas to improve programs.
7. Enhance Chatham County’s web page by including the outreach plan and guidelines, listing good faith efforts, creating links to MBE resources, and creating awareness of specific subcontracting opportunities.
8. Make available to minority-focused agencies a list of subcontracting opportunities when they are identified, no later than 10 days prior to the bid opening, and a list of prime bidders that subcontractors may wish to contact for subcontracting consideration.
9. Maintain or continue to maintain a database specifically for MBE firms and majority contractors to ensure those firms wishing to do business with Chatham County have access to up-to-date information.
10. Advertise upcoming bid opportunities in minority-focused media.

11. Work with architects and engineers to make subcontracting opportunities more noticeable and more easily understood by potential contractors and subcontractors.

Designer

Under the single-prime bidding, separate prime bidding, construction manager at risk, or alternative contracting method, the designer will:

1. Attend the scheduled pre-bid conference to explain minority business requirements to the prospective bidders.
2. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
3. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
4. Review jointly with the owner, all requirements of G.S. 143-128.2(c) and G.S.143-128.2(f) – (i.e. bidders’ proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing good faith efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award.
5. During construction phase of the project, review documentation for contract payment to MBEs (e.g. state form “Appendix E: MBE Documentation for Contract Payment” <http://interscope2.doa.state.nc.us/Guidelines/MBE/MBGuidelines2002R.pdf>) for compliance with minority business utilization commitments. Submit this form with monthly pay applications to the Owner.

Prime Contractor(s), CM at Risk, and Its First-Tier Subcontractors

Under the single-prime bidding, the separate-prime bidding, construction manager at risk, and alternative contracting methods, contractor(s) will:

1. Attend the scheduled pre-bid conference.
2. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
3. During the bidding process, comply with the owner’s requirements listed in the proposal for minority participation.
4. Identify on the bid the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).
5. Make documentation showing evidence of implementation of Prime Contractor, CM-at-Risk and First-Tier Subcontractor responsibilities available for review by Chatham County, upon request.
6. Upon being named the apparent low bidder, the bidder shall provide one of the following: (1) an affidavit that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal; or (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. The documentation must include evidence of all good faith efforts that were implemented including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.
7. The contractor(s) shall identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values.

8. The contractor(s) shall submit with each monthly pay request(s) and final payment(s) documentation for contract payment to MBEs (e.g. state form “Appendix E: MBE Documentation for Contract Payment” <http://interscope2.doa.state.nc.us/Guidelines/MBE/MBGuidelines2002R.pdf>) for designer’s review.
9. During the construction of a project, at any time, if it becomes necessary to replace a minority business subcontractor, immediately advise the owner in writing, of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.
10. If during the construction of a project additional subcontracting opportunities become available, the contractor shall make a good faith effort to solicit sub-bids from minority businesses.

Minority Business Responsibilities

Certification

While minority businesses are not required to become certified in order to participate in the Chatham County’s building construction or repair projects, it is recommended that they become certified. The County’s participation goal is only counted for registered certified minority firms.

Effective July 1, 2009, HUB firms must be certified through the HUB Office to be listed in the database to be counted by local and state entities for HUB participation and the reporting purposes. The HUB Office partnered with our local M/WBE offices to develop and implement SWUC with input and feedback from HUB firms, prime contractors and HUB resource advocates. With the HUB Office facilitating the certification process, local M/WBE Offices can focus on providing resources and business development.

How to Apply for HUB Certification under the SWUC Program

If you are interested in becoming a certified HUB firm or recertifying as a HUB firm, you must register in the electronic Vendor Portal (eVP) and request HUB Certification.

1. Go to <https://ncadmin.nc.gov/businesses/hub/hub-certification>
2. To start the registration process please click here: <https://vendor.ncgov.com/vendor/login>
3. Next, create a vendor log-in: , <https://vendor.ncgov.com/vendor/login>
4. To set up your vendor login; you need to provide your EIN or SSN number
5. Follow the application process once in the vendor portal, and provide all information needed to complete the certification.

Other Responsibilities

Minority businesses that are contacted by owners or bidders must respond promptly whether or not they wish to submit a bid.

SECTION D: MINIMUM COMPLIANCE REQUIREMENTS

All written statements or affidavits made by the bidder shall become a part of the agreement between the Contractor and Chatham County for performance of the contract. Failure to comply

with any of these statements, affidavits, or with the minority business guidelines shall constitute a breach of the contract. A finding by Chatham County that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false, or incomplete shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of Chatham County whether to terminate the contract for breach.

In determining whether a contractor has made good faith efforts, Chatham County will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, diligence, and results of these efforts. Contractors are required to earn at least 50 points for good faith efforts. Failure to file a required affidavit or documentation demonstrating that the contractor made the required good faith effort, is grounds for rejection of the bid. Good faith efforts include:

1. Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. (10 points)
2. Making the construction plans, specifications, and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. (10 points)
3. Breaking down or combining elements of work into economically feasible units to facilitate minority participation. (15 points)
4. Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. (10 points)
5. Attending any pre-bid meetings scheduled by the public owner. (10 points)
6. Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. (20 points)
7. Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Reasons for rejection of a minority business based on lack of qualification should be documented in writing. (15 points)
8. Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. (25 points)
9. Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. (20 points)

10. Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands. (20 points)

SECTION E: DISPUTE RESOLUTION PROCEDURES

Pursuant to G.S. 143-128 (f1), all disputes involving contractors on a building construction or repair project with Chatham County shall be resolved pursuant to Chatham County's **Dispute Resolution Policy**.

SECTION F: In addition to these guidelines, there will be issued with each construction bid package provisions for providing minority business participation in the Chatham County projects.

Forms

Identification of Minority Business Participation

Affidavit A- Listing of the Good Faith Efforts

Affidavit B- Intent to Perform Contract with Own Workforce.

Provide Affidavit A or B with bid submittal.

Affidavit C- Portion of the Work to be Performed by Minority Firms

Affidavit D-Good Faith Efforts

Do not submit Affidavit C or D with bid. Affidavit C or D will be submitted by awarded vendor.

Links (Includes registration for certification)

Office for Historically Underutilized Businesses - <https://ncadmin.nc.gov/businesses/hub>

North Carolina Department of Admin Hub Opportunities: <https://ncadmin.nc.gov/businesses/hub>

Historically Underutilized Businesses Job Opportunities:

<https://ncadmin.nc.gov/businesses/hub/events>

State Construction Office - <http://www.nc-sco.com/>

State of North Carolina electronic Vendor Portal (all categories)-evp.nc.gov

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

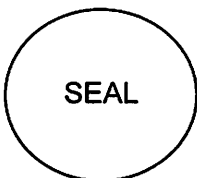
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

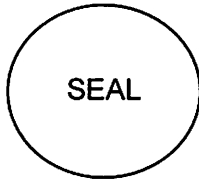
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.
 This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the
 (Name of Bidder)

Project ID# _____ (Project Name) Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

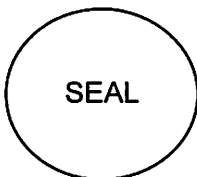
*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by HUB Certified/ minority business is not achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the _____
 (Name of Bidder)

_____ (Project Name)
 Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

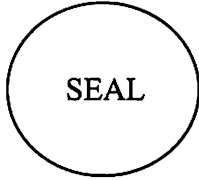
Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period.

MBE FIRM NAME	* INDICATE TYPE OF MBE	AMOUNT PAID THIS MONTH	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Social and Economically Disadvantage (D)

Date: _____ Approved/Certified By: _____

Name

_____ Title

_____ Signature

SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT



Purchasing Division

PO Box 608
Pittsboro, NC 27312
Phone 919-545-8321
vendors@chathamcountync.gov

Date of Application

Company/Firm Name as shown on Federal Tax Return

Alternate Name if applicable (doing business as)

Corporation **Individual** **LLC** **Partnership** **Non-Profit** **Foster Care**

Federal ID Number (SSN if Foster Care)

Phone number

Contact Name

Email for Contact Person

Corporate Address (must match W-9)

Line 1

Line 2

City

State

Zip

Address for Remittance

Same

Line 1

Line 2

City

State

Zip

What specific products and/or services will you be providing to Chatham County?

Certificate Holder & Additional Insured: Chatham County
Address: P.O. Box 1809,
Pittsboro, NC 27312

Do you have a Certificate of Insurance (COI)? Yes No **Provide copy of COI.**

If you are a HUB vendor registered with the statewide vendor database (SWUC), please mark your classification and attach your certification.

Minority **Disadvantage** **Disabled** **Female**

I hereby affirm that all information is true and accurate to the best of my knowledge and belief, and I bear the responsibility of any error or mistake in data.

Signature

Date

Title



Electronic Funds Transfer (EFT) Authorization

Chatham County allows vendors a more secure way to receive payments. Vendors can sign up for electronic payments through ACH. When a payment is processed, an e-mail or paper notification with detailed payment information including payment number, invoice number, amount and a brief description of the payment is sent. The account designated must be a checking account. Payments are posted to your bank account within 1 to 2 banking days. Please note that the first payment is always made with a check and electronic payments will follow with subsequent invoices.

If there is a change in your bank, bank account number, or e-mail address we need you to notify us immediately in writing. Please note that failure to notify us of these changes will delay payment.

EFT Banking Information

Bank Name

Bank Account Name

Bank Account Number

Bank Routing Number

Bank Address

Bank Phone

Signature

Date

Title

NORTH CAROLINA

AGREEMENT FOR GOODS AND/OR SERVICES

CHATHAM COUNTY

THIS AGREEMENT FOR GOODS AND/OR SERVICES (this "Agreement"), made and entered into this _____ day of _____, 2025 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and _____ (the "Contractor"). Either the County or the Contractor may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the Contractor has agreed to provide goods and/or services as hereinafter set forth in a professional manner in accordance with the standards of Contractor's business or industry, and

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the goods and/or services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference and made an integral part of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual agreement described below, the Parties agree as follows:

1. **Term of Agreement:** The term of this Agreement shall commence on _____, 2024 and end on _____, 20____, unless terminated hereinafter set forth.
2. **Scope of Service:** The Contractor shall provide to the County the goods and/or service (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.
3. **Compensation:** As compensation for the Services to be provided by the County, the County shall pay the Contractor the sum of \$ _____, payable within thirty (30) days from receipt of proper invoice and proper documentation that the goods/services have been delivered or provided in accordance with this Agreement or as otherwise set forth in Appendix 1.
4. **Insurance:** Contractor shall maintain insurance policies as shown in Appendix 2 for the entire term of this Agreement as well as any subsequent amendments.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A" by A.M. Best and Company. Contractors shall furnish Certificates of Insurance to the County, *naming the County as an additional insured*, prior to the commencement of Services. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classifications as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

The County requires all that all contractors carry workers' compensation insurance. The County recognizes that contractors with fewer than three employees are not statutorily required to carry said insurance. The County reserves the right to waive the requirement to carry workers' compensation insurance on a case-by-case basis. If the contractor's status changes during the term of an agreement and worker's compensation insurance becomes statutorily required, the contractor must provide proof of said coverage to the County.

5. **Confidentiality:** All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees, and agents will not disclose to any person, firm, or entity other than the County or its designated legal counsel, accountants, or practice management consultants any confidential information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.

6. Intellectual Property Owned by Contractor: This Agreement is subject to the North Carolina public records law and may be released upon request. Not all "Trade Secrets" will qualify as protected under N.C.G.S. §132-1.2 and 66-152.
7. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.
8. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.
9. Binding Effect: This Agreement shall be binding upon the Parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.
10. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, address as follows:

Chatham County
Attn: County Manager
Post Office Box 1809
Pittsboro, North Carolina
919.542.8200

Contractor Name:
Attn:
Address:
City, State, Zip Code:
Phone:
Email:

11. Governing Law: This Agreement and the rights and obligations to the Parties hereunder shall be construed and governed by the laws of the State of North Carolina, and the venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.
12. Modifications: This Agreement may be amended or modified only by the mutual written consent of the Parties. A modification is not enforceable against the County unless it is signed by the County Manager or other duly authorized official.
13. Entire Agreement: This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral expressed or implied, between the Parties, other than as set forth or referenced in this Agreement.
14. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the Party against whom enforcement of the waiver is sought. The waiver of a breach of any provisions of this Agreement shall not operate or be construed as waiver of subsequent or other breach thereof.
15. Termination: This Agreement may be terminated as follows:
- a. Cause: If the services provided by Contractor under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:
 - i. Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
 - ii. Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute, or failure to comply with any statutory requirement included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.

- iii. Failure to maintain the insurance required by this Agreement.
- iv. Charging rates or fees in excess of those permitted under this Agreement.
- v. Inefficient, or unsafe practices in providing Services.
- vi. The material breach of any provision of this Agreement.

b. Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days prior written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provision of this Agreement. In the event of such termination, the County shall pay the Contractor its costs directly attributable to those Services received by the County prior to termination that meet the requirements of this Agreement. Provided however, that no costs will be paid to the Contractor that are recoverable in the Contractor's normal course of doing business. The County is not liable for the loss of any profits anticipated to be made hereunder, nor for any special, consequential, or similar damage.

- 16. Annual Appropriations and Funding: This Agreement is subject to the annual appropriation of funds by the Chatham County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all Services satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.
- 17. Indemnity: Contractor agrees to indemnify and hold harmless, the County, its officers, agents, servants, and employees from an all claims, actions, lawsuits, losses, damages, expenses, judgments or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by the County and proximately caused by an act or omission of Contractor, its subcontractors, agents, or employees.
- 18. State and Federal Requirements: By signing this Agreement, Contractor certifies that (*if applicable*) Contractor, and any of Contractor's subcontractors are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at the County's web site: <https://www.chathamcountync.gov/government/departments-programs-a-h/finance/forms>. A hard copy of the Terms and Conditions is available upon request.
- 19. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement in their official capacities with legal authority to do so.

CHATHAM COUNTY

By: _____
 Bryan Thompson, County Manager

CONTRACTOR

By: _____
 Name: _____
 Title: _____

<p>This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.</p> <hr/> <p>Roy Lynch, Finance Director</p>
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APPENDIX 1

SCOPE OF WORK:

PROJECT NAME:

SCOPE OF SERVICES:

TOTAL COMPENSATION: - note if cost includes reimbursables

COMPLETION DATE:

SAMPLE

APPENDIX 2

INSURANCE REQUIREMENTS

Insurance requirements will be reviewed by our legal and Safety and Risk Manager.

SAMPLE