

# Request for Proposals Chatham County Permanent Household Hazardous Waste Collection and Disposal

## **Purpose**

Chatham County Solid Waste & Recycling Division (the County) is requesting proposals for the collection and disposal services for our permanent Household Hazardous Waste (HHW) facility.

## **Background**

The County's HHW facility is located at 39 County Services Road in Pittsboro, NC and managed by the Solid Waste & Recycling Division. The HHW facility is open on the third Saturday of each month, March through November (9 events per year) from 9:00 am to 3:00 pm. The dates for 2026 are:

March 21	August 15
April 18	September 19
May 16	October 17
June 20	November 21
July 18	

The following table shows the visitation totals for the past few fiscal years:

Fiscal Year	Total Visitors
2025	1167
2024	1138
2023	1073
2022	1038

The HHW collection program is for Chatham County residents only; no waste from businesses or other counties is accepted. Residents either need to show a decal to use the HHW facility or provide proof of address within the town limits that participate in the HHW program. Currently, residents in the towns of Cary, Pittsboro, and Siler City can use the HHW program; residents in Apex and Durham cannot.

The County has a latex paint limit to reduce the amount of latex paint received through the HHW program. Residents can bring 20 gallons of paint cans per event. A one-gallon paint can that has half a gallon in it will count as one gallon. If they have more than 20 gallons, Residents are encouraged to dry the latex paint and put it in with their regular trash or must bring it to a future HHW event.

Details of materials collected through the HHW program for the past three fiscal years is provided in Attachment C. The County has recycling programs to manage fluorescent lightbulbs

and batteries. While they are all accepted at HHW events, the County may dispose of them through the HHW vendor or another vendor.

## **Scope of Work**

### **1. Screening and Collection of Waste**

Contractor personnel will set up the HHW facility prior to events, including traffic cones, signs, sorting tables, and preparing appropriate safety equipment. Contractor will be responsible for screening visitors, checking for eligibility, and collecting basic information (name, address, how they heard about the event), along with managing materials. Attachment D includes the current forms used to set up an event and track visitors.

During HHW collection events, non-residential waste is not to be accepted. Promotional literature will indicate that explosives, radioactive materials, biologically active or infectious waste, and asbestos are not acceptable.

Should the County elect to accept excluded waste, the County shall be responsible for the proper disposal of this waste. However, if such material is delivered, effort must be made by the Contractor to assist the County in the proper disposal of such materials. In general, it is the County's desire to not simply "turn away" a visitor and risk improper disposal of waste. Parties that must be refused will be offered assistance in seeking proper disposal options.

Empty containers should not be accepted; they should remain with the visitor and provided with guidance on how to dispose of them.

### **2. Waste Identification/Packaging**

Contractor personnel will perform waste identification of material for documentation and segregation according to hazard class and must bulk or package in containers approved by federal and state regulations. Each container must be manifested, labeled, and coded in accordance with all pertinent federal and state regulations. The Contractor must attempt to identify received unknowns and analyze unknown material on site where necessary to allow for its proper disposal.

### **3. Temporary Storage**

Storage time and restrictions will be determined by federal, state, and local regulations, safety considerations, space available, and expense to the County for frequent pick-up and disposal by the Contractor. The County's facility is currently permitted by the state to allow for 90-day storage of hazardous materials, and the Contractor may leave partially filled containers in the County's facility between collection events to maximize program efficiency. All materials must be removed from December through February, when there are no HHW events.

The Contractor will be responsible for all waste stored in the County's facility. The County certifies that the facility is secure and equipped with an adequate fire suppression system and alarm.

#### **4. Transportation and Disposal**

Hazardous wastes are to be transported off site in vehicles permitted for such transportation, according to federal and state regulations, by drivers properly trained and licensed to transport hazardous wastes. Unless otherwise directed by the County, waste must be disposed through treatment, recycling, and/or incineration, with landfilling as the last option. Materials sent for secure landfilling must be managed at a federally permitted hazardous waste disposal site.

#### **5. Reporting/Documentation**

The Contractor shall provide the County a copy of a manifest listing all wastes packed for disposal prior to leaving the facility after each pick-up. The Contractor shall finalize and/or complete all manifest and shipping papers upon receipt of waste at Contractor's treatment, storage, and disposal facility, and shall provide a completed copy of manifest to the County within fifteen (15) working days of the pick-up.

Upon request by the County, the Contractor shall provide a certificate of disposal attesting that all waste received from the County's program has been properly disposed. This certificate of disposal must list any applicable waste identification numbers (corresponding with information listed on the manifest), the date of disposal, the location of ultimate disposal, and the disposal method.

The Contractor shall provide reports to the County after each HHW event and/or pickup. The reports may be submitted with invoice for services, and shall include:

- Itemization of all charges to the County for materials used at events, waste disposal services, transportation, and labor; and
- A summary of all wastes collected at each pickup, including a material profile, waste stream identification, number of containers collected/weight of container, container size, and container type.

#### **Contract Term**

The term of the Contract shall be for a three (3) year period beginning upon the date of execution of the Contract and terminating three (3) years from the effective date provided that:

- Funds are authorized annually by the Board of Chatham County Commissioners,
- Neither the County nor the Contractor desire to alter the terms of the Contract during the three (3) year period, and
- The Contract is not otherwise terminated through provisions of another clause of the Contract.

It is the desire for the County to have a fully executed contract before the May 19, 2026, event. The contract end date would be December 30, 2029.

The County has the option, upon mutual agreement with the contractor, to extend the terms of the contract for up to two (2), one-year extensions.

## **Proposal Instructions**

- A. Proposal Deadline:** Proposals must be received by Chatham County no later than **Thursday, February 26, 2026, at 2:00 pm.**
- B. Submission of Proposals:** Vendors must submit both **an electronic PDF** version of the proposal (excluding any materials that are non-electronic) and **two hard copies** with all attachments, including signatory pages, which should be received by the deadline above. The hard copies must be sent to one of the following delivery addresses:
- Postal Address: Michele Peluso, Chatham County Finance Office  
P. O. Box 608, Pittsboro, NC 27312
  - Street Address: Michele Peluso, County Finance Office, Courthouse Annex  
12 East Street, Pittsboro, NC 27312

The **electronic PDF version** of the proposal (excluding non-electronic materials) must be submitted by the deadline above to: [purchasing@chathamcountync.gov](mailto:purchasing@chathamcountync.gov) or may be included in the proposal packet on digital media.

A public bid opening will take place on **Thursday, February 26, 2026, at 2:00pm** at **the Solid Waste & Recycling Main Office located at 28 County Services Road in Pittsboro, NC.** If not delivering to the bid location, the hard copies and electronic copies must be sent to the addresses noted above.

- C. Withdrawal of Proposals:** Proposing vendors may withdraw their proposal any time before the deadline for submission on **February 25, 2026, by 5:00 pm.** The withdrawal must be submitted in writing and signed by the proposing vendor.
- D. Inquiries and Corrections:** All inquiries relating to this request should be in writing and addressed to:
- Michele Peluso, Chatham County Finance Office  
P.O. Box 608, Pittsboro, NC 27312

They may also be faxed to 919-545-2417 or emailed to:  
[purchasing@chathamcountync.gov](mailto:purchasing@chathamcountync.gov)

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 Michele Peluso. Any interpretation of or changes made to the RFP 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 submitted by **5:00pm** on **February 18, 2026**. It shall be the responsibility of each proposing organization or individual to verify that every addendum has been received prior to submitting proposals. If needed, addenda will be posted to the County's Bids and RFP Opportunities at [www.chathamcountync.gov/bidsandopportunities](http://www.chathamcountync.gov/bidsandopportunities).

- E. Vendor Certification:** The submission of a 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 RFP;
  - 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 proposal;
  - 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.
- F. Format and Deadline of Proposals:** Late proposals will not be accepted under any circumstance and will not be opened or reviewed. We will not accept proposals by fax or any method other than is outlined under item B of Proposal Instructions. The sender must allow ample delivery time for the selected shipment or transmission methods.
- G. 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.
- H. Site Visit:** An optional, yet encouraged, site visit will be held at the HHW Facility located at 39 County Services Road in Pittsboro, NC on **Tuesday, February 17, 2026, at 1:30pm**.

### **RFP Schedule**

- The deadline for submitting questions in writing (mail or email) is **February, 18, 2026, by 5:00pm**.

- The RFP deadline for receipt of proposals by the county is **February 26, 2026, at 2:00pm.**
- The RFP Committee will begin reviewing proposals **February 27, 2026.**
- We expect to conclude the evaluation by **March 13, 2026.**
- We must present a recommendation to the Chatham County Board of Commissioners on **April 20, 2026.**

## **Proposal Contents**

These instructions cover the format, content, and development of proposals. The proposals should be no longer than 30 pages (15 pages double-sided) to cover the sections listed below. Attachments A and B are required to provide necessary information and are not included in the page count. Only that information deemed essential to convey the proposing vendor's understanding of the County's requirements for this RFP should be submitted. Items not listed below and not explicitly related to the RFP (i.e. general marketing materials and examples of unrelated work) will not be considered in the evaluation process.

All proposals should include the following items in the order listed and must be organized as follows:

**Section 1 - Proposal Summary** - This cover letter should include the highlights of the proposal, such as an overview of the vendor organization, most relevant experience of the proposing vendor, and summarized cost information. Include any additional information that the County may find useful in awarding the bid.

**Section 2 - Vendor Information and Signature Form** - This form is provided as Attachment A. The form should be completed and signed by the person with authority to approve contracts.

**Section 3 - Qualifications** - Qualified applicants must have technical expertise in the operation of HHW facilities and the collection and disposal of hazardous waste. Applicants must possess a thorough knowledge and understanding of applicable federal, state, and rules and regulations that may affect any and all aspects of the program. Applicants must provide information to demonstrate the firm's experience with similar events in the past five (5) years, including experience with other local government agencies.

Personnel assigned to HHW events must have appropriate health and safety training in accordance with the Occupational Safety and Health Administration (OSHA). Provide training records for any required or relevant training for personnel that would be assigned to HHW events along with other documentation necessary to address the requirements of this section.

**Section 4 - Project Management** - Applicants must provide a proposed organizational chart for services to be provided to the County. Include resumes of key professional staff anticipated to work on the project. Due to the scope and complexity of the project, the County expects that

the Project Manager will be a principal experienced in HHW collection. Detailed information on the staff's experience on similar projects should be included. This section must also include a description of proposed involvement and responsibilities of subcontractors, if applicable.

**Section 5 - Project Approach** - This section must include a description of the scope of service to be provided with a detailed description of how the work will be performed. This section should include any assistance or responsibilities requested from the County.

**Section 6 - Storage, Disposal, and Recycling Facilities** - In this section, the vendor must provide names, locations, and pertinent federal and state license/permit information for the vendor, hauler, storage facility, and disposal facilities that might handle waste collected from the County. Include relevant safety records and listings of all warning notifications, violations, and/or citations, with details explaining each received from federal and/or state agencies for the past five (5) years, as well as any past or pending litigation.

**Section 7 - References** - Vendors must provide a list of services provided and successfully completed or on-going within the last five (5) years that demonstrate the vendors' skills and capabilities with the type of services being requested. Please include the project name, location, client contact name and telephone number, and a brief description of the project.

**Section 8 - Pricing** - Vendor should submit their pricing proposal using the enclosed HHW Pricing Proposal Sheet (Attachment B). Vendor may attach explanations and/or elaborate on submitted prices as vendor deems necessary by attaching additional pages to provided form. Chatham County follows statutory requirements for awarding contracts, as stated in North Carolina General Statutes 143-129 and identified as the "lowest, responsive, responsible bidder; taking into consideration quality, performance and the time specified in the proposal for the performance of the contract." The County will evaluate all sections, in addition to the pricing, submitted prior to the contract award.

### **Review and Selection Process**

The following criteria will be the basis on which firms will be selected for further consideration:

1. Specialized or appropriate expertise in this particular type of service.
2. Adequate staff and equipment.
3. Previous experience with this type of service.
4. Previous experience with Chatham County.
5. Pricing.
6. Other factors that may be appropriate.

The above listing does not indicate the order of importance. The selection committee shall establish a priority ranking for the final list of criteria for the project.

## **County Requirements**

### **Insurance Requirement**

During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage.
- (b) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering \$250,000.00 bodily injury per person and \$100,000 property damage.
- (c) **Commercial General Liability** – General/Professional Liability Coverage in the minimum amount of \$100,000 bodily injury per person, \$500,000 bodily injury per occurrence, \$100,000 property damage, and \$1,000,000 errors and omissions and negligent performance.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. The Contractor may meet its requirements of maintaining specified coverage and limits by demonstrating to the County that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the County. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the contractor's.

### **E-Verify**

Effective September 4, 2013, North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). Prior to providing any services hereunder, Contractor and Contractor's subcontractors, if any, are subject to the provisions of N.C. Gen. Stats. §64-26(a). Contractor agrees to fully comply with such statute and require Contractor's subcontractors, if any, to fully comply with such statute.

### **Iran Divestment Act**

Effective October 1, 2015, North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply

with the requirements of §143C-6A-5. Contractor agrees to fully comply with such statute and require Contractors subcontractors, if any, to fully comply with such statute.

### **Additional 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 proposals. 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 proposal 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, the Chatham County Board of Commissioners, or the Chatham County Economic Development Corporation.
- Chatham County is not obligated to enter into any contract as a result of the RFP.
- All prices quoted must be firm for a period of 90 (ninety) days following the bid deadline.
- Chatham County reserves the right to reject any and 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 RFP.
- Chatham County may approve or disapprove the use of specific proposed subcontractors in any proposal.
- Chatham County reserves the right to enter into an agreement with another proposing vendor in the event that 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 of the proposing vendors.
- 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.
- No agreements with any selected vendor shall be binding until a contract is approved, signed, and executed by the authorized County Official and authorized representatives of the vendor.

***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.***

**Attachment A:**

**Vendor Information and Signature Form**

Effective 7/1/24



Purchasing Division  
PO Box 608  
Pittsboro, NC 27312  
Phone 919-545-8329  
[vendors@chathamcountync.gov](mailto: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)

Contact Name

Phone number

Email for Contact Person

Corporate Address (must match W-9)

Address for Remittance  Same

Line 1

Line 1

Line 2

Line 2

City

City

State

Zip

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

Internal Use Only Date Initials  
Checklist Completed

Vendor ID#

Dept Approval-Products/Services

By signing above, the submission of qualifications shall be deemed a representation and certification by the Proposing Consultant that it has investigated all aspects of the RFP, and it has read and understands the RFP.

**Attachment B:**

**HHW Pricing Proposal**

Please indicate the disposal method and price per unit for each material. The cost should be inclusive of all services described in the proposal including supplies, transportation, labeling, treatment, and disposal. The materials listed are the most common items received through the County’s HHW program. Use “other” to provide details for additional materials as desired.

***Please complete and submit the following table with your hard copies and the Excel version to include with your electronic copy.***

<b>Disposal Cost</b>			
<b>Material</b>	<b>Disposal Method</b>	<b>Unit</b>	<b>Disposal Cost per Unit</b>
Acids			
Aerosols			
Alkaline Cleaning Products			
Batteries- Alkaline			
Batteries- Lithium			
Batteries- Ni-Cad			
Compact Fluorescent Bulbs			
Flammable Liquids			
Fluorescent Tubes <4ft			
Fluorescent Tubes >4ft			
Mercury			
Non-Hazardous Liquids & Solids			
Oxidizers			
Paint- Latex			
Paint- Oil-based			
Pesticides- Liquid			
Pesticides- Solid			
Propane Cylinders- Camp			
Propane Cylinders- Grill			

Disposal Cost			
Material	Disposal Method	Unit	Disposal Cost per Unit
Propane Cylinders- Other Sizes			
Other-			
Other-			
Other-			
Other-			
Other-			
Other			

Event Pricing		
Service	Description	Cost
Labor (6-hour event plus set-up/break-down)		
Transportation/supplies		
<b>Total 1-day Event Cost:</b>		

Additional Costs		
Materials / Service / Other	Description	Cost
<b>Total Cost:</b>		

**Attachment C:**

**Historical HHW Data**

The following table shows the materials collected for the past three fiscal years through the County’s HHW program. The general categories (column A) are those used by the North Carolina Solid Waste Management Annual Report. Materials included (column B) shows what material categories are included.

<b>Annual Report Categories</b>	<b>Materials Included</b>	<b>FY 2025 (pounds)</b>	<b>FY 2024 (pounds)</b>	<b>FY 2023 (pounds)</b>
Aerosols	Aerosols	2,468	2,901	2,897
Compressed Gases	Propane Gas Cylinders	2,268	1,866	1,572
	Cylinders (Miscellaneous)			
Corrosive Material	Corrosive Materials/Base	1,713	2,922	3,830
	Corrosive Materials/Acid			
	Acidic Household Products			
	Alkaline Cleaning Products			
Flammable Liquids	Mixed Solvents - High BTU	9,683	11,804	10,935
Fluorescent Lightbulbs	Compact Bulbs	346	304	1,401
	Fluorescent Bulbs < 4 FT			
	Fluorescent Bulbs > 4 FT			
Oxidizing Material	LAB Pack - 5 Gallon	683	1,715	1,832
	LAB Pack - 30 Gallon			
	LAB Pack - 30 Gallon			
	LAB Pack - 55 Gallon			
	LAB Pack - 20 Gallon			
Paint, Latex	Latex Paint	30,091	41,285	38,512
Paint, Alkyd	Flammable Paint Related Products	12,411	12,635	8,118
Poisonous Material	Liquid Pesticides	5,971	4,962	6,099
	Solid Pesticides/Herbicides			
Other: Non-Haz	Non-Hazardous Material	18,813	6,967	16,229
Other: PCB Ballasts	PCB Ballasts			48
<b>TOTAL (pounds)</b>		<b>84,447</b>	<b>87,361</b>	<b>91,473</b>

**Attachment D:**

The following documents are currently used for each event. The Event Inspection and Checklist is used by the County and the Vendor for pre- and post-event checklist. The Visitor Log is used to track each eligible visitor.

**Event Inspection and Checklist**

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

Vendor Staff On-Site: \_\_\_\_\_

CC = Chatham County Employee Responsibility      VEN = Vendor Employee Responsibility

<b>PRE-EVENT CHECKLIST</b>				
	<b>Action</b>	<b>Date</b>	<b>Initials</b>	<b>Comments</b>
CC	Hang banner(s) at end of road at 64			
CC	Security measures – check for open gates, damaged fence, unlocked doors, etc.			
CC	Sumps – pump out stormwater, check for cracks or damage, clean out sludge as needed			
CC	Sweep concrete pads and clean up debris around site			
CC	Set up eyewash station and test			
CC	Test air horn			
CC	Ensure there is enough space in the roll carts for metal recycling			
CC	Ensure there is enough space in the a-frame container for mixed recycling			
CC	Ensure roll off container is in place and has enough space for trash			
VEN	Spill control equipment - Oil Dry, shovels, brooms, overpacks are adequately stocked			
VEN	Decontamination solutions and equipment available			
VEN	First aid kit adequately stocked			
VEN	Personal protective clothing and equipment adequately stocked			
VEN	Put cones out directing traffic flow to covered area and signs			

## POST-EVENT CHECKLIST

	Action	Date	Initials	Comments
VEN	Take down banner(s) at end of road at 64			
VEN	Remove cones and signs			
VEN	Check waste containers – no corrosion, leaks, bulges, and all have proper closures			
VEN	Secondary containment – no cracks, damage, spilled material			
VEN	Accumulation start date on containers – check date on container label (less than 180 days)			
VEN	Container segregation – no incompatible wastes stored in the same area			
VEN	Ensure supplies are stored properly			
VEN	Aisles clear – ensure fire suppression & extinguishers are not blocked			
VEN	Percent of oil filter and used oil drums			
VEN	Complete manifest list with all material types that are on site and leave in mailbox			
CC	Remove eye wash station, empty, and store inside building			
CC	Remove metal recycling, if needed			
CC	Empty mixed recycling a-frame, if needed			
CC	Percent of trash roll-off; empty if needed			
CC	Remove lead acid batteries, if needed			
CC	Remove household batteries, if needed			
CC	Check propane tanks and schedule pick-up as needed			
CC	Check fire extinguishers and schedule drop-off as needed			

CC = Chatham County Employee Responsibility

VEN = Vendor Employee Responsibility

Chatham County HHW Visitor Log

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

Has current decal <input type="checkbox"/>	Town limit of: Cary <input type="checkbox"/> Pittsbo <input type="checkbox"/> Siler <input type="checkbox"/> y		
Visitor #:	Name:		
Time:	Address:	Zip:	
How did you hear about today's event? <span style="margin-left: 100px;">Been Before/Common Knowledge <input type="checkbox"/></span> <span style="margin-left: 100px;">Main Office <input type="checkbox"/></span>			
<input type="checkbox"/> Collection Center <input type="checkbox"/> Chatham County Website <input type="checkbox"/> Other Website _____ <input type="checkbox"/>			
Banner <input type="checkbox"/> Annual Decal Flyer <input type="checkbox"/> Facebook <input type="checkbox"/> Twitter <input type="checkbox"/> Newspaper <input type="checkbox"/> Other _____			
Notes:			

**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> <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**