



Request for Proposals

RFP# 002-26

Animal Waste and By-Product Roadway Spill Cleanup Services

Issued By:

**Sampson County Finance Department
406 County Complex Rd. Suite 120, Bldg. C
Clinton, NC 28328
Phone: (910) 592-7181 Ext. 2241**

Date of Issue: March 12, 2026

Proposals Due: April 14, 2026, at 2:00 pm

KEY INFORMATION SUMMARY SHEET

Request for Proposals No. 002-26

Animal Waste and By-Product Roadway Spill Cleanup Services

RFP Issue Date:	March 12, 2026
Submittals:	Emailed, mailed, or delivered
Delivery and Mailing address	Sampson County Finance Department Attn: Lavelle Jackson, Purchasing & Contracting Officer 406 County Complex Rd. Suite 120, Bldg. C Clinton, NC 28328
Email address:	winston.jackson@sampsoncountync.gov
Deadline for Written Questions:	April 2, 2026 at 12:00 pm
Questions to be emailed to:	winston.jackson@sampsoncountync.gov
RFP Due Date:	April 14, 2026 at 2:00 pm

If you have received this Request for Proposals from a source other than the Sampson County Finance Department, it is the responsibility of the Proposer to ensure that all addenda have been received. Proposers can notify Lavelle Jackson at winston.jackson@sampsoncountync.gov to ensure that your firm is added to the distribution list.

However, it is still the responsibility of the Proposer to ensure that all addenda have been received prior to submitting a proposal.

The County is not responsible for proposal submissions that are late due to email transmission errors.

Late proposals will not be accepted and will be returned unopened.

Introduction & Purpose

Sampson County is seeking qualified contractors to provide on-call roadway cleanup services for incidents involving animal by-products, animal waste, and related organic material spilled on public roadways within the County.

Due to the County's substantial agricultural industry, spills of this nature can and do occur with some frequency. These roadway incidents may impact traffic safety, create strong nuisance odors, and pose potential health and environmental concerns.

To support public safety and maintain functional transportation routes, the County requires a reliable professional service provider capable of rapid response, proper containment, thorough cleanup, and compliant disposal of spilled organic materials.

The purpose of this Request for Proposals (RFP) is to establish a contract with a vendor who can ensure timely, safe, and effective cleanup operations on an as-needed basis. The County intends to award a contract to the proposer that best demonstrates the capability, experience, and value necessary to support the County's overall response readiness.

Scope of Work

The Contractor shall provide on-call emergency response, containment, cleanup, transportation, and disposal of animal by-products, animal waste, agricultural residuals, and related organic material spilled on public roadways, rights-of-way, drainage areas, ditches, and other impacted sites within Sampson County, North Carolina. Services shall be performed in accordance with all applicable federal, state, and local regulations, and in full coordination with authorized County personnel and state agencies as required.

Services under this contract shall include, but are not limited to, the following:

1. Emergency Mobilization & Response

- Provide 24/7/365 availability.
- Respond to County activation and arrive on-site within 90 minutes.
- Assess scene hazards and deploy measures to ensure public safety and traffic control support (when necessary, in coordination with law enforcement or NCDOT).

2. Containment & Recovery of Spilled Material

- Contain and collect spilled animal by-products, including liquid or solid waste, carcass remnants, offal, fat, grease, blood, feathers, and similar materials.
- Deploy appropriate tools, absorbents, vacuum truck units, mechanized equipment, and removal methods necessary to fully recover material.
- Prevent further migration or runoff into storm drains, surface waters, soil, or environmentally sensitive areas.

3. Site Cleaning, Disinfection & Deodorization

- Thoroughly clean and treat affected road surfaces, rights-of-way, and impacted areas to remove residue and reduce public health and environmental risks.
- Apply sanitizing or deodorizing agents where appropriate and approved.

4. Transportation & Disposal

- Collect, transport, and dispose of all recovered material, contaminated debris, rinsewater, and absorbents at properly permitted facilities.
- Maintain disposal manifests, trip tickets, and regulatory documentation for County review as needed.

5. Environmental Protection & Regulatory Compliance

- Follow all applicable OSHA, EPA, USDA, and NC DEQ regulations and guidance for handling, transportation, and disposal of animal waste and bio-organic materials.
- Immediately notify County-designated officials of potential environmental releases requiring state or federal reporting.

6. Documentation & Reporting

- Provide incident reports including photographs, narrative description of actions taken, quantities of materials removed, and disposal documentation.

7. Coordination & Communication

- Work cooperatively with County Emergency Management, law enforcement, NCDOT, and other responding agencies.
- Maintain clear lines of communication before, during, and after incident response, including a 24-hour contact point.

8. Equipment, Personnel & Preparedness

- Maintain trained personnel and equipment in a state of readiness to respond to spills of varying scale.
- Ensure workers are properly trained and certified per applicable safety standards, including handling of biohazardous waste where required.

The Contractor shall perform all work in a timely, efficient manner that minimizes roadway closures, public health risks, and environmental impacts.

The County does not guarantee any minimum number of service calls.

Contractor Qualifications & Requirements

Contractor shall meet the following minimum qualifications to be considered responsive:

1. Licensing & Permits

- Contractor must possess or obtain permits or approvals required for the collection, transport, or disposal of animal by-products and organic waste as applicable.

2. Relevant Experience

- Contractor shall demonstrate experience in roadway spill response, agricultural by-product handling, or similar field services.

3. Training & Safety

- Personnel must be trained in OSHA-required workplace safety practices and the safe handling of organic material and cleanup equipment.
- Contractor shall ensure all personnel assigned to County work are legally eligible to work in the United States and are appropriate for performing safety-related activities in public areas.
- Training documentation shall be provided to the County upon request.

4. Traffic Control and MUTCD Compliance

- The Contractor shall comply with the most current edition of the Manual on Uniform Traffic Control Devices (MUTCD) and all applicable North Carolina

Department of Transportation (NCDOT) requirements when establishing temporary traffic control or work zones during cleanup operations.

- Contractor personnel responsible for traffic control shall be properly trained in work zone safety practices. The Contractor shall provide and maintain all necessary traffic control devices, including cones, warning signs, flagging operations, and other safety measures required to protect the traveling public and response personnel.
- The Contractor shall coordinate traffic control activities with law enforcement, NCDOT, and County officials as appropriate for each incident.

5. Insurance

Contractor shall maintain the following minimum insurance coverage:

- **Commercial General Liability**

\$1,000,000 per occurrence / \$2,000,000 aggregate — Bodily Injury Liability, and \$100,000 — Property Damage Liability

OR

\$1,000,000 per occurrence / \$2,000,000 aggregate — Combined Single Limit for Bodily Injury and Property Damage

- **Automobile Liability**

\$100,000 Bodily Injury per Person

\$300,000 Bodily Injury per Accident

\$50,000 Property Damage per Accident

OR

\$300,000 Combined Single Limit for Bodily Injury and Property Damage

6. Indemnification and Hold Harmless

The Contractor shall indemnify, defend, and hold harmless Sampson County, its officers, officials, employees, and agents from and against any and all claims, damages, losses, liabilities, fines, penalties, costs, or expenses (including reasonable attorney's fees) arising out of or resulting from the Contractor's performance of services under this contract, including but not limited to:

- Improper handling, transport, or disposal of animal waste or by-products
- Environmental contamination or regulatory violations
- Personal injury, property damage, or roadway incidents related to cleanup operations

- Acts or omissions of the Contractor, its employees, agents, or subcontractors

This obligation shall survive completion of the work and termination of any resulting contract.

7. Disposal Arrangements

- Contractor shall dispose of collected materials at properly permitted facilities, which may include:
 - Licensed municipal solid waste landfills
 - State-approved composting operations accepting animal residuals
 - Other disposal methods permitted under state or federal rules for animal by-products
- Disposal shall comply with applicable regulatory requirements.

8. Response Capability

- Contractor shall maintain personnel, equipment, and supplies in a state of readiness to perform cleanup operations safely and efficiently.
- Contractor shall provide a 24-hour emergency contact capable of mobilizing resources at any time.

9. Communication & Documentation

- Contractor shall provide, if requested, written documentation summarizing cleanup operations and materials recovered.
- Contractor shall maintain clear communication with designated County officials throughout response operations.

Performance Standards and Response Expectations

1. Availability

- Contractor shall be available to respond 24 hours per day, 7 days per week, 365 days per year for emergency incidents.

2. Response Time

- Contractor shall mobilize immediately upon County notification and be on-site within 90 minutes from the time of request, unless otherwise directed by the County.

- Repeated failure to meet response expectations may constitute breach and subject Contractor to corrective actions up to and including termination.

3. Worksite Safety

- Contractor shall implement necessary traffic safety precautions as needed to ensure a safe work area.
- Contractor shall ensure that cleanup personnel wear appropriate personal protective equipment.

4. Cleanup Quality

- Spilled materials shall be fully recovered to the extent practical.
- Roadway surfaces shall be cleaned to remove residues and reduce public health and environmental risks.
- Impacted roadside areas (shoulders, ditches, etc.) shall be cleared of spilled material to the extent necessary to remove immediate safety or environmental hazards.

5. Containment

- Contractor shall take reasonable measures to prevent the spread of spilled material into storm drains, creeks, or environmentally sensitive areas.

6. Completion Notification

- Contractor shall notify the designated County representative when cleanup operations are completed and the site is safe for normal traffic flow.

7. Professional Conduct

- Contractor and crew shall conduct operations courteously and respectfully toward the public and other responding agencies.
- Contractor shall comply with directives from law enforcement, NCDOT, and County officials while on scene.

8. Equipment & Material Readiness

- Contractor shall ensure cleanup equipment, supplies, and vehicles are adequately maintained and ready for deployment at all times.

9. Non-Response or Inability to Respond

- If the Contractor fails to respond within the required response time, cannot be reached, declines a service call, or is otherwise unable to respond to an incident, Sampson County

reserves the right to contact and dispatch another qualified service provider to perform the required cleanup for that specific incident.

- Use of an alternate contractor in such circumstances shall not be considered a breach of contract by the County and shall not obligate the County to guarantee any minimum number of service calls to the selected Contractor.
- The County also reserves the right to engage additional contractors when necessary, due to the size, severity, location, or complexity of an incident, or when multiple incidents occur simultaneously.

General Proposal Requirements

Proposers shall submit a complete response to this Request for Proposals. At minimum, proposals must include the following information:

1. Company Information

- Legal business name, address, and primary point of contact
- Telephone number and email address for 24-hour emergency dispatch

2. Qualifications & Capability Statement

- Summary of relevant experience and services offered
- Overview of equipment, vehicles, and supplies available for spill response

3. Pricing Proposal

- Schedule of rates for labor, equipment, and materials
- Any applicable minimum charges, after-hours rates, or mobilization fees

4. References

- Contact information for **three (3) references** who have received similar services from the proposer

5. Proposal Authorization

- Signed and dated acknowledgment by an individual authorized to bind the proposer to the terms of the proposal

All proposals submitted to Sampson County are public records under N.C.G.S. §132-1, except for properly marked trade secrets. Proposers must clearly mark confidential pages and provide a redacted version for public release. The County will comply with public records laws and cannot guarantee confidentiality.

Evaluation Criteria

Proposals will be evaluated based on the information submitted and the proposer's ability to meet the needs of Sampson County. The County reserves the right to request additional information or clarification during the evaluation process.

Evaluation will consider, at a minimum, the following criteria:

1. Experience & Capability - 40%

- Demonstrated ability to provide roadway spill cleanup services
- Availability of personnel, equipment, and resources to respond as required

2. Pricing – 30%

- Overall cost structure and competitiveness
- Transparency and completeness of pricing information

3. Responsiveness to RFP Requirements – 20%

- Quality and completeness of the proposal submission
- Ability to comply with the Scope of Work and Performance Standards

4. References – 10%

- Feedback from referenced clients regarding similar services provided

Total Possible Score: 100%

Selection Process

- The County will review submitted proposals using the criteria above.
- Additional information may be requested from proposers if needed.
- The County intends to award a contract to the proposer that provides the best overall value to the County. The lowest price is not the determining factor.
- The County reserves the right to:
 - Reject any or all proposals
 - Waive minor informalities or technicalities

- Negotiate terms and conditions with the selected proposer

Contract Term & Renewal Options

The initial term of the contract shall be for a period of one (1) year from the date of execution by the County. The County may, at its sole discretion and upon mutual agreement with the Contractor, extend the contract for up to two (2) additional one-year renewal periods.

Continuation of the contract beyond the initial term shall be contingent upon:

- Satisfactory performance by the Contractor
- Continued need for services by the County
- Availability of appropriated County funding
- Agreement on any updated pricing or terms, if applicable

A **sample** County service contract will be provided as an attachment to this RFP. Proposers shall review all contract terms. Any requested changes or exceptions to the sample contract language shall be clearly identified in the proposal for County consideration. An Exceptions and Deviations form is attached for your convenience.

Pricing Proposal Form on Next Page

PRICING PROPOSAL FORM

RFP #002-26 — Animal Waste & By-Product Roadway Spill Cleanup Services

Company Name: _____

Contact Person: _____

Phone / Email: _____

Pricing

Please provide the following:

Hourly rate for cleanup work (includes labor and standard equipment):

\$_____ per hour

Minimum charge per incident (if any):

\$_____ per incident

No minimum charge

After-hours or weekend rate (if different):

\$_____ per hour

Same as regular rate

Any other fees we should expect:

(Examples: drive-time, disposal fees, special materials)

Please clearly describe any additional charges that may apply.

Proposals shall remain valid for 90 days from the submission deadline.

Certification

By signing below, the proposer confirms that the prices listed above are accurate and will apply for the initial contract term.

Authorized Signature: _____

Printed Name & Title: _____

Date: _____

REFERENCE INFORMATION FORM

Proposer Name: _____

RFP Title: Animal Waste and By-Product Roadway Spill Cleanup Services

RFP Number: 002-26

Proposers must provide contact information for three (3) references who have received similar services. References should be organizations or agencies for which the proposer has performed roadway cleanup or waste/by-product removal operations within the past five (5) years.

Reference 1

Organization Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____

Title: _____

Phone: _____

Email: _____

Type of Services Provided: _____

Dates of Service: _____

Reference 2

Organization Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____

Title: _____

Phone: _____

Email: _____

Type of Services Provided: _____

Dates of Service: _____

Reference 3

Organization Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____

Title: _____

Phone: _____

Email: _____

Type of Services Provided: _____

Dates of Service: _____

The remainder of this page is left intentionally blank

AFFIDAVIT 1: NON-COLLUSION AFFIDAVIT

Company Name: _____

Address: _____

City/State/Zip: _____

Authorized Representative (Printed Name): _____

Title: _____

Telephone/Email: _____

RFP Title: Animal Waste and By-Product Roadway Spill Cleanup Services

RFP Number 002-26

I, the undersigned, being duly sworn, depose and say that I am authorized to make this Affidavit on behalf of the firm identified above, and that:

This proposal is made independently and without collusion, connection, communication, or agreement with any other proposer or person to submit a proposal, or to refrain from proposing, or to fix any fee, terms, or conditions of the proposal.

No attempt has been made or will be made to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

The firm has not directly or indirectly disclosed the fee, terms, or contents of this proposal to any competitor prior to the public opening.

No officer, agent, employee, or representative of the County has a direct or indirect financial interest in this proposal, and no County employee or official will benefit personally from the award of this contract.

The firm has not and will not pay any fee, commission, or consideration contingent upon or resulting from the award of this contract to any County employee or official.

I certify under penalty of perjury that the foregoing is true and correct.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by the person named above this ____ day of _____, 20 ____.

Notary Public: _____

My Commission Expires: _____

AFFIDAVIT 2: E-VERIFY AFFIDAVIT

Company Name: _____

Address: _____

City/State/Zip: _____

Authorized Representative (Printed Name): _____

Title: _____

Telephone/Email: _____

RFP Title: Animal Waste and By-Product Roadway Spill Cleanup Services

RFP Number 002-26

The undersigned hereby certifies that the firm/attorney employs only individuals who are authorized to work in the United States, and that the firm participates in the federal E-Verify program to verify the work authorization of all newly hired employees, as required by N.C.G.S. §64-26(a). The undersigned further certifies that any subcontractors used on this contract will likewise comply with the E-Verify requirements and that the firm will maintain records of compliance.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by the person named above this ____ day of _____, 20____.

Notary Public: _____

My Commission Expires: _____

EXCEPTIONS / DEVIATIONS FORM

RFP #002-26 — Animal Waste & By-Product Roadway Spill Cleanup Services

Instructions

Proposers shall use this form to identify any exceptions, deviations, or requested modifications to the requirements of this RFP or the sample contract.

If no exceptions are listed, the proposer is certifying full compliance with all specifications, terms, and conditions.

Attach additional sheets if necessary.

Exceptions / Deviations

(Please write clearly. Add additional pages as needed.)

No Exceptions

The proposer hereby certifies that NO EXCEPTIONS are taken and agrees to all terms, conditions, specifications, and requirements as stated in RFP #002-26.

Certification

By signing below, the proposer certifies that any exceptions listed above represent the full and complete list of deviations from the RFP requirements.

Authorized Representative Name: _____

Title: _____

Signature: _____ Date: _____

ACKNOWLEDGMENT OF ADDENDA FORM

RFP #002-26 — Animal Waste & By-Product Roadway Spill Cleanup Services

Proposers must acknowledge receipt of all addenda issued for this Request for Proposals. Failure to acknowledge all addenda may result in the proposal being deemed non-responsive.

Please complete the section below. If no addenda were issued, check the box at the bottom indicating “No Addenda.”

Addendum Number

No addenda were issued for this RFP.

Certification

By signing below, the proposer certifies that all addenda listed have been reviewed and incorporated into the proposal submission.

Authorized Representative Name: _____

Title: _____

Signature: _____ Date: _____

PROPOSAL SUBMISSION CHECKLIST

RFP #002-26 — Animal Waste & By-Product Roadway Spill Cleanup Services

This checklist is provided solely for the convenience of proposers to help ensure all recommended materials are included in the submission package

Items to Include in Proposal:

- Company Information, Qualifications, and Capabilities
- Pricing Proposal Form (completed)
- Contact Information for Three (3) References
- Non-Collusion Affidavit (signed and notarized)
- E-Verify Affidavit (signed and notarized)
- Exceptions / Deviations Form
- Acknowledgment of Addenda Form

The remainder of this page is left intentionally blank

SAMPLE SERVICE CONTRACT (FOR REFERENCE ONLY, DO NOT COMPLETE)

**NORTH CAROLINA
SAMPSON COUNTY**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the ___ day of _____, 2026, by and between the **COUNTY of SAMPSON**, a political subdivision of the State of North Carolina, (hereinafter referred to as “COUNTY”), and _____, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as “CONTRACTOR”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in “Attachment 1” (hereinafter collectively referred to as “Services”). Attachment 1 is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.

CONTRACTOR shall maintain the capability to respond to COUNTY requests for spill cleanup services twenty-four (24) hours per day, seven (7) days per week, including holidays. Upon notification by COUNTY or its authorized representatives, CONTRACTOR shall mobilize immediately and arrive on-site within ninety (90) minutes unless otherwise directed by COUNTY. Repeated failure to meet the required response time may constitute a breach of this Contract and may result in corrective action, suspension of services, or termination of this Agreement. This Contract is non-exclusive. COUNTY reserves the right to obtain similar services from other contractors if COUNTY determines that doing so is in the best interest of COUNTY. Nothing in this Contract shall be interpreted as guaranteeing CONTRACTOR any minimum amount of work or number of service calls.

- 2. TERM OF CONTRACT.** The Term of this Contract for Services is from _____, 2026 to _____, 2027 unless sooner terminated as provided herein.
- 3. PAYMENT TO CONTRACTOR.** CONTRACTOR shall be compensated by COUNTY for Services performed under this Contract in accordance with the rates submitted in CONTRACTOR’S proposal and accepted by COUNTY, as incorporated in Attachment 1. COUNTY shall only pay for Services that are authorized and performed to the satisfaction of COUNTY. A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

All invoices submitted by CONTRACTOR shall include sufficient detail to allow COUNTY to verify the services provided. At a minimum, each invoice shall include the date and time of the incident response, location of the incident, personnel and equipment utilized, hours worked, quantities of materials removed if applicable, disposal location, and any applicable disposal manifests or supporting documentation. COUNTY reserves the right to request additional documentation reasonably necessary to verify charges prior to approving payment.

Invoices must be submitted within sixty (60) days of the completion of services unless otherwise approved by the County.

- 4. INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

- 5. INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and
\$100,000 --- Property Damage Liability, or
\$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury
and Property Damage
Automobile Liability \$100,000 Bodily Injury per Person /\$300,000 Bodily Injury per
Accident / \$50,000 Property Damage per Accident, or
\$300,000 Automobile Liability Combined Single Limit Bodily and Property Damage

CONTRACTOR, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. 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 liability and obligations under the Contract.

- 6. LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL.** All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.

7. **CONFIDENTIALITY.** All data and information, both written and verbal, furnished to CONTRACTOR by COUNTY shall be regarded as confidential, shall remain the sole property of COUNTY and shall be held in confidence and safekeeping by CONTRACTOR for the sole use of the parties 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 COUNTY or COUNTY'S designated legal counsel, accountants or practice management consultants any information about COUNTY, its practice or billing.
8. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract. CONTRACTOR shall comply with all applicable safety regulations and industry standards, including but not limited to those established by the Occupational Safety and Health Administration (OSHA), the United States Environmental Protection Agency (EPA), the North Carolina Department of Environmental Quality (NCDEQ), and the North Carolina Department of Transportation (NCDOT). CONTRACTOR shall ensure that all personnel performing services under this Contract are properly trained in spill response procedures, safety practices, and the handling of biological or organic waste materials.
9. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.
10. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Sampson and the State of North Carolina.
11. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

If CONTRACTOR fails to respond to a service request within the required response time, cannot be contacted, declines a request for service, or otherwise indicates that it is unable to perform the requested services, COUNTY reserves the right to dispatch another qualified contractor to perform the required work. The use of an alternate contractor in such circumstances shall not be considered a breach of this Contract by COUNTY and shall not entitle CONTRACTOR to any claim for damages or lost revenue. CONTRACTOR shall complete all services initiated under this Contract in a timely and professional manner. Once CONTRACTOR has responded to an incident and begun cleanup operations,

CONTRACTOR shall continue work until the site has been restored to a condition reasonably safe for normal traffic and public use, unless otherwise directed by COUNTY.

CONTRACTOR shall not abandon or discontinue work at an incident site without prior approval from COUNTY unless continuing operations would present an immediate threat to the safety of personnel.

If CONTRACTOR fails to complete cleanup operations after beginning work, or otherwise abandons the work site without authorization, COUNTY reserves the right to obtain the services of another contractor to complete the required cleanup. Any additional costs reasonably incurred by COUNTY as a result of CONTRACTOR'S failure to complete the work may be charged to CONTRACTOR or deducted from any payments otherwise owed to CONTRACTOR.

- 12. SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.
- 13. COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws. CONTRACTOR shall comply with all applicable federal, state, and local environmental laws and regulations related to the collection, transportation, handling, and disposal of animal waste, agricultural by-products, and other organic materials removed from incident sites. CONTRACTOR shall be solely responsible for any environmental contamination, regulatory violations, improper disposal practices, or failure to comply with applicable environmental laws arising from its operations under this Contract. CONTRACTOR shall indemnify and hold harmless COUNTY from any fines, penalties, remediation costs, or other liabilities resulting from such violations.
- 14. E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.
- 15. IRAN DIVESTMENT ACT.** CONTRACTOR certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
- 16. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
- 17. GOOD STANDING WITH COUNTY.** CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.

18. NOTICES. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF SAMPSON
ATTN: FINANCE DEPARTMENT
406 COUNTY COMPLEX RD., SUITE 120, BLDG C
CLINTON, NC 28328**

CONTRACTOR:

ATTN:

(Contractor's Address)

(City/State/Zip)

19. AUDIT RIGHTS. For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

20. COUNTY NOT RESPONSIBLE FOR EXPENSES. COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

21. ANNUAL APPROPRIATIONS AND FUNDING. This Agreement may be subject to the annual appropriation of funds by the Sampson County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then COUNTY shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

22. EQUIPMENT. CONTRACTOR shall provide, at its sole expense, all labor, vehicles, equipment, tools, containment materials, absorbents, vacuum systems, cleaning agents, traffic control devices, and any other supplies necessary to properly perform the services required under this Contract unless otherwise agreed in writing by COUNTY.

23. ENTIRE CONTRACT. This Contract, including Attachment 1, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

24. HEADINGS. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

25. EXISTENCE. CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

26. AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR. This Contract, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Contract may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Contract by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

Reviewed by Department Head

CONTRACTOR:

Date Reviewed: _____

By: _____

SAMPSON COUNTY

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

By: _____

Title:

Sampson County Finance Officer

“ATTACHMENT 1” to follow

ATTACHMENT 1
Scope of Services

Sampson County Request for Proposal No. 002-26 titled “Animal Waste and By-Product Roadway Spill Cleanup Services” and Contractor’s proposals dated _____ are made a part of this contract as if fully set forth. To the extent there is a conflict between the terms of the County’s Request for Proposal and the Contractor’s proposal, the terms within the County’s Request for Proposal shall control.