

NORTH CAROLINA

AGREEMENT FOR GOODS AND/OR SERVICES

CHATHAM COUNTY

THIS AGREEMENT FOR GOODS AND/OR SERVICES (this "Agreement"), made and entered into this 10th day of November, 2025 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and D-Tech International LLC (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 November 10, 2025 and end on November 10, 2030, 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 \$32,135.00, 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 66152.
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: D-Tech International USA LLC
Attn: Cindy Baldacchini
Address: 1293 Hornet Road
City, State, Zip Code: Rio Grande, NJ 08242
Phone: 609.435.5846
Email: cindy.baldacchini@d-techinternational.com

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

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Roy Lynch, Finance Director

CONTRACTOR

By: **Cindy Baldacchini**

Name: Cindy Baldacchini

Title: Account Manager
APPENDIX 1

SCOPE OF WORK: Two locations of Holds Reservation Lockers as described in the attached quote, starting on the next page.

PROJECT NAME: HoldIT Lockers

SCOPE OF SERVICES: D-tech International will supply two sets of HoldIT reservation lockers as described in the attached quote. One location will 10 lockers, installed indoors. The second location will have 25 lockers, installed outdoors.

TOTAL COMPENSATION: - note if cost includes reimbursables

\$32,135.00 for two sets of HoldIT lockers. This includes delivery, installation, and training.

\$8,000.00 over five years for software licensing, maintenance, and support. (This will be broken out as \$2,000.00 per year for four years, starting 12 months after locker installation.)

COMPLETION DATE: The lockers will be installed before December 2026. The license and maintenance agreement will continue for five years from the installation date.

Holds Lockers Quote

Chatham County Library

November 10, 2025

D-Tech has been providing high-performance technology solutions for public and private organizations in the US and Europe for over 20 years and is proud to manufacture our lockers in New Jersey. Our self-service lockers can be installed indoors or outside for 24/7 access. Libraries throughout the US are using our outdoor lockers in some of the harshest environments including Alaska, Florida, Colorado, and Ohio. We look forward to providing the same excellent products and service to Chatham County!



Indoor holdIT in Marin, CA
Wrapped Outdoor holdIT in Mountainside, NJ
lockers.



with 10 single-height lockers.

with 25



Account Manager

Prices exclude any taxes (if any apply) 609-551-4090

All prices are subject to confirmation prior to order


Quotation valid for 30 days

Payment must be made within 30 days of the date of invoice 12-months warranty on all equipment specified in quotation

Power, data in location and SIP2 connection must be setup before installation day
Warranty expires 12 months after installation Installation must take place with 12 month of delivery date

Specifications for 24/7 holdIT Reservation Holds Lockers

The holdIT locker solution provides your patrons with 24/7 access to their reservation holds. The MIT solution will feature 40 secure, easy-to-use lockers, a 19-inch externally rated touchscreen, a printer, a scanner, and a computer. The holder lockers can be installed outdoors on a level concrete pad.

	holdIT Lockers	
Allow 24/7 patron access	Yes	
Outdoor installation	Yes	
Capacity	10 lockers with the main screen, 15 lockers with each additional tower, up to 255 lockers per kiosk	
Real-time connection to ILS via SIP2	Yes	
Full integration with Koha and Polaris ILS	Yes	
Browse, lend, and return	Yes , this option can be added in 2026 at no cost.	
Supports RFID tags	Yes	
Supports barcodes	Yes	
No waiting for pickup	Yes , patrons are notified that their items are available for pickup when the locker is filled. They do not have to wait at the lockers.	
Customizable locker size	Yes , individual locker sizes and configurations can be customized. Single lockers are H 5xW 21xD 18 inches.	
Customize User Screen	Yes , D-tech will customize the user screen with logos and text during setup	
Touchscreen	Yes	
Language Selection	Yes , D-tech will assist in setting the languages chosen. Four can be displayed at a time.	
Browsing of Items	Patron sees a list of their items	

Return items	Items can be returned to an optional return bin
Receipt Printing	Yes
Email Receipt	Yes
ADA Compliance	Yes
Custom Paint or Wrap	Yes , provided by D-tech during manufacturing
Modular	Yes , additional lockers can be added at any time. The main screen can be placed on the right or left side.
WIFI Capable	Yes , with a reliable WiFi connection
Easy to Use	Assigning and filling locker is a 3-step process for staff. Patrons simply scan their card to open the locker and retrieve their items.
Security	All data related to patrons, media, and reservations are stored in your ILS or Database. D-tech does not store personally identifiable data. Staff computers will host D-tech's holdIT management software to allow for assignment and management of reservations and lockers.

holdIT Reservation Holds Locker Solution

There are two parts to the **holdIT** reservation locker solution, the lockers (**holdIT**) and the software that sits on the staff computers (**holdIT Manager**). The holdIT locker system employs software that your staff will use to assign reservation holds and to operate the lockers. D-tech creates our own software, which can be customized if desired. The cost of all software, firmware, and hardware is included in the purchase price.

There are no third-party integrations in the holdIT locker system.

- All hardware is 16-gauge, powder-coated stainless steel.
- The holdIT user software runs on Windows 11.
- The holdIT Manager software runs on your staff computers and is used by your staff to facilitate the locker reservations.



Lockers hold up to 20 items in each single-height locker

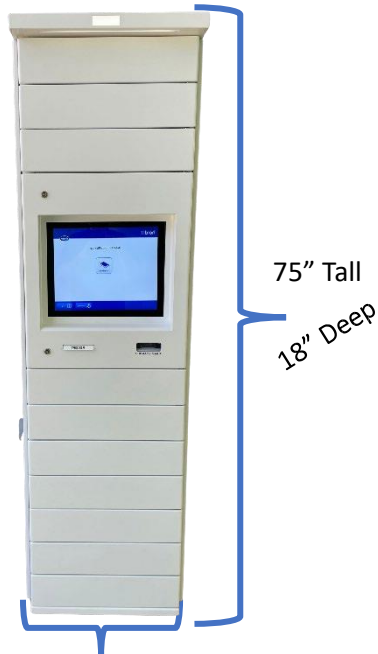
The lockers are designed to be easy-to-use for both staff and patrons:

- Fully automatic, self-opening locker doors
- Mifare, biometric, barcode, and magnetic stripe user ID access
- Print or email receipts for all holds/pick-ups. All receipts are optional for the users.
- Large capacity lockers with the ability to hold multiple items.
- Viewable (onscreen) account details and printable receipts for customers
- Holds items are automatically checked out when the customer opens the locker
- Remote loading of data from your staff's desk computer
- Automatic allocation of locker and quick load with transit barcode entry with auto check-in once loaded items are loaded into lockers.
- Full integration with your ILS via SIP2
- Staff can add, edit, and delete reservation holds easily if the patron changes their reservation.
- Multiple lockers can be assigned to one patron, if needed.
- Staff can open all locker doors from the kiosk if needed.

Dimensions

We always recommend planning for future expansion. Over half of our customers have added more lockers due to overwhelming demand.

Each tower is 22"



22" Wide



44" Wide

You can customize their configurations because we design and build our own lockers in Jew Jersey!

- The main column holds 10 lockers, a touchscreen, a barcode scanner, and a receipt printer.
- Each add-on column holds 15 lockers and additional columns can be added at any time.
- The main column can be placed in the center, right, or left of add-on columns.
- Libraries can add double and triple-height lockers, integrated return bins, and an integrated RFID self-check station.
- D-Tech will wrap or paint the lockers during the manufacturing process for a custom look.

Weatherproofing Features

The holdIT solution is constructed with 16-gauge, powder-coated stainless steel and is designed to be installed outdoors. It is rated IP-54 against dust and rain. HoldIT lockers are installed in 37 states, including outdoor installations throughout the country. Outdoor installations have been successfully operating in extreme climates from Alaska and Arizona to Texas since 2013.

Site Preparation, Electrical, and Data Connection

The holdIT plugs into a standard 110V outlet and can support WIFI with a strong connection. D-Tech recommends a direct data connection to protect against intense storms where feasible. Our in-house support technicians and IT specialists will work with your team to ensure the best configuration for your solution.

Cable to exit from waterproof box. The box is 41" from floor level and 19" from the side of the cabinet.



External Power (110v) and Data (RJ45/Cat6) must be installed by an electrician prior to installation. Power and Data connection must be no further than 36 inches from the Main Unit power box located in picture above. Delivery and installation will be done by a certified D-Tech Technician. We will deliver and install the unit on the same day. On-site training can take place that day, as well as remote training.

Outdoor Installations will be installed on a level concrete pad. The dimensions of the pad will depend on the locker configuration. The width and length can be equal to the lockers' sizes. The slab's height needs to be high enough to prevent water from flowing to the lockers. Existing sidewalks can be used, as shown with the Long Beach locker below.



Training and Support Services



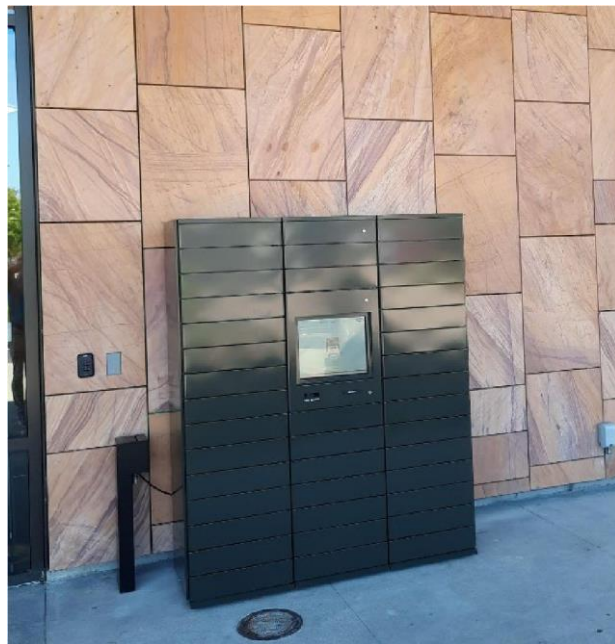
D-tech has built its company structure around our customers. Unlike other vendors, D-tech develops and manufactures its own products. Because we design and manufacture our Award-winning products, we can support the products for their lifetime.

D-tech provides support via phone, email, website ticketing system. Our Rio Grande, NJ office can be reached toll-free from 9am-5pm (EST), Monday-Friday at (609) 435-5846. If you would like to submit a support ticket, our online ticketing system can be accessed anytime on our website. Support is available year-round, 24 hours a day, seven days a week, directly through D-tech's customer service group. D-tech will initiate a responding contact within two business hours of receipt of the report, either by phone or email. When necessary, a certified D-tech technician always attends on-site service. Our technicians hold replacement parts, which are also held in our New Jersey head office. If a software issue is identified, Dtech will address it using a remote connection to the application. If a hardware issue is identified, the component(s) can be fixed or replaced with limited effort and technical expertise.

All D-tech products come with a one-year warranty.

Training is delivered by in-house D-tech experts at no additional charge. Training sessions can be repeated as needed, and all staff are welcome to participate.

Some Additional Installations



Pricing-Two locations of HoldIT Lockers

- *Location one, 10 indoor lockers*
- *Location two, 25 outdoor lockers*

- *Pricing reflects a 20% discount and free delivery with installation.*

Product Code	Qty	Product	Unit Price	Total
D-THOLDITM20	2	HoldIT secure main unit with 19" touch screen, patron card reader, receipt printer, and 10 lockers. Includes all software. Painted white.	\$10,995.00	\$21,990.00
D-THOLDITM50	1	Additional column of 15 lockers. Painted white.	\$8,495.00	\$8,495.00
D-THOL-DITEXKIT	1	External kit, including a high-nit external screen, a \$1000.00 value	included	included
Optional D-WRAP	1	Vinyl wrap, printed and installed during manufacturing for the above configuration, from artwork provided by the library.	\$1,650.00	\$1,650.00
Training		Training for all staff, including documentation. Training can be repeated as often as needed.	included	included
Delivery and Installation		Delivery, installation, and testing by D-tech Engineers for both locations.	included	included
Total 35 lockers across two locations, excluding the optional wraps				\$32,135.00

- **Delivery and Installation assumes both locations will be installed at the same time.**
- **Outdoor installations will be installed on a level, concrete base. The lockers will be installed beneath a canopy or overhang, provided by the library.**

- Year one pricing will include the products above.
- Years 2-5 will include the license, maintenance, and support costs listed on the next page.

Software Licensing, Maintenance, and Support

All products come with 12 months of maintenance included.

Product	Year	Total
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HoldIT Lockers	D-Tech Services License, Support and Maintenance Applicable following the warranty period. A complete package to cover equipment listed above; includes li- cense fees with software support over the phone and via remote access through TeamViewer as well as on site help at the discretion of D-Tech when required. Includes all updates and upgrades relevant to the application used. If the hardware breaks down (accidental or deliberate damage precluded) D-Tech will replace it or repair in proper running order within scope of the SLA. Current specified daytime 9:00 – 5:00 EST hours can be covered.	Year 1	\$0.00
		Year 2	\$2,000.00
		Year 3	\$2,000.00
		Year 4	\$2,000.00
		Year 5	\$2,000.00

Space provided for Finance and for the county manager’s signature.